

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

<p><b>(1) UNITED STATES OF AMERICA,</b></p> <p style="padding-left: 100px;"><b>Petitioner,</b></p> <p><b>v.</b></p> <p><b>(2) REAL PROPERTY DYNAMICS,</b></p> <p style="padding-left: 40px;"><b>INC., and</b></p> <p><b>(3) CHAD STITES,</b></p> <p style="padding-left: 100px;"><b>Respondents.</b></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><b>Case No. 13-MC-16-CVE-FHM</b></p>
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**PETITION TO ENFORCE SUBPOENAS ISSUED BY THE UNITED STATES  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Petitioner, United States of America, respectfully requests that this Court issue an Order directing that Respondents Real Property Dynamics, Inc. and Chad Stites produce documents requested in an administrative Subpoena to Testify and a Subpoena *Duces Tecum* issued by the United States Department of Housing and Urban Development (“HUD”). This Petition is made pursuant to 42 U.S.C. § 3614(c).

In support of this Petition, the United States of America states as follows:

**Parties**

1. Petitioner is the United States of America.
2. Respondents are Real Property Dynamics, Inc., 2220 East 6<sup>th</sup> Street, Tulsa, Oklahoma 74104 (“Real Property”), and Chad Stites, 2220 East 6<sup>th</sup> Street, Tulsa, Oklahoma 74104 (“Chad Stites”). Both Respondents are located within this judicial district.
3. Chad Stites is, and at all times mentioned herein has been, the president, a director, and the sole shareholder of Real Property.

4. Real Property is the owner of multiple units in the Timberlane Condominiums, including 4812-B South Victor, Tulsa, Oklahoma, 74105 (“Subject Property”).

**Jurisdiction**

5. This Court has jurisdiction over this action under 42 U.S.C. § 3614(c), which provides that the Attorney General, on behalf of the Secretary of HUD, may enforce an administrative subpoena issued by HUD under the Fair Housing Act, 42 U.S.C. §§ 3601-3619.

6. Venue is proper in this Court under 28 U.S.C. § 1391(b). Venue is also proper under 42 U.S.C. § 3614(c), which provides that an action to enforce an administrative subpoena issued by HUD may be brought “in appropriate proceedings in the United States district court for the district in which the person to whom the subpoena was addressed resides, was served, or transacts business.” The subpoenas were served on Real Property and Chad Stites at 2220 East 6<sup>th</sup> Street, Tulsa, Oklahoma 74104. (See Paragraph 18, *infra*)

**Statutory Background**

7. HUD is the federal agency charged with the administration and enforcement of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair Housing Act”). HUD is responsible for, *inter alia*, investigating charges of unlawful housing discrimination. 42 U.S.C. §§ 3610, 3611. In connection with such investigations, the Secretary of HUD may issue subpoenas. 42 U.S.C. § 3611(a).

8. Title 42 U.S.C. § 3614(c) authorizes the Attorney General to seek judicial enforcement of administrative subpoenas issued by HUD through the initiation of appropriate proceedings before the United States district courts.

### **Factual Background**

9. HUD has initiated an investigation of Real Property and Chad Stites, based upon the administrative complaint captioned: *Ramona Hunter v. Chad Stites and Real Property Dynamics, Inc.*, No. 06-12-0502-8. The complaint alleges that Respondents discriminated against Ramona Hunter on the basis of disability in violation of the Fair Housing Act. Ms. Hunter further alleges that she was discriminated against in the terms, condition, and privileges of rental of a residential property. (See Exhibit A)

10. Specifically, on or about December 26, 2011, Ms. Hunter alleges that her utilities were turned off, despite her timely rental payments, resulting in a life threatening situation for Ms. Hunter due to her disability. Chad Stites allegedly refused to respond to Ms. Hunter's request for a reasonable accommodation (to have the utilities turned back on), and he allegedly intimidated, interfered with, and coerced Ms. Hunter, which kept her from the full enjoyment of the premises. (See Exhibit A)

11. HUD's investigation has revealed that Chad Stites, as the president, a director, and the sole shareholder of Real Property, owns the Subject Property. (See Exhibits H to K) Chad Stites also owns additional rental property within the same complex. (See Exhibit H-3)

12. The Respondents had a Rental Agreement with Ms. Hunter for the Subject Property from August 12, 2009, through at least December 26, 2011. (See Exhibits A, I, and J)

### **Issuance and Service of the Subpoena**

13. On February 16, 2012, Respondent Chad Stites sent an email to the HUD investigator in response to Ms. Hunter's complaint. However, the information submitted by Chad Stites was not sufficient for the HUD investigator to develop the factual data necessary to make a determination under 42 U.S.C. § 3610 and 24 C.F. R. § 103.400 of the implementing

regulations. Chad Stites' response consisted of mere assertions that the Timberlane Condo Association ("Timberlane") disconnected electrical service to Ms. Hunter's condo without Chad Stites' approval and that Timberlane and its president were alone responsible for the violation of Ms. Hunter's rights. (See Exhibit B)

14. On March 12, 2012, the HUD investigator made a verbal request for information from Respondent Chad Stites. At that time, Chad Stites told the investigator that Real Property was the owner of the subject property and that he did not know who Real Property's registered agent was. He also gave a personal address (2220 East 6<sup>th</sup> Street, Tulsa, OK. 74104) identical to Real Property's address. When asked the reason for the identical addresses, Chad Stites told the investigator to stop asking him questions and not to call him anymore. (See Exhibit H)

15. On March 16, 2012, HUD sent Respondents a copy of Ms. Hunter's signed complaint via certified mail. A Domestic Return Receipt for the certified mailing, signed, apparently, by the Respondent Chad Stites, was subsequently received by HUD. (See Exhibit C)

16. On May 4, 2012, and May 18, 2012, HUD sent Respondents two data request letters via certified mail. Both requests were returned to HUD marked "Return to Sender – Unclaimed – Unable to Forward." (See Exhibits H-1 and H-2)

17. On March 20, 2012, and May 30, 2012, Respondent Chad Stites sent two memos to the HUD investigators stating that the owner of the property was not responsible for the actions in the complaint and that the property was not owned by Chad Stites, but rather by Real Property Dynamics, Inc., an Oklahoma corporation. As previously stated, HUD's investigation controverts Chad Stites' assertions regarding the ownership of Real Property. Chad Stites' memos do not include any of the information requested in HUD's data request letters. (See Exhibits D, E, H, H-1, H-2, and J)

18. On July 26, 2012, Respondents were served with a Subpoena to Testify and a Subpoena *Duces Tecum*. Respondent Chad Stites was very difficult to serve. Beginning June 18, 2012, the process server made repeated attempts to serve Chad Stites, but, despite signs that Chad Stites was at home, he would not open his door. Finally, on July 26, 2012, the process server looked through the window blinds and saw Chad Stites inside his house. At that time, the process server placed the papers through the front door mail slot. (See Exhibits F and G)

19. The Subpoenas contain a request for Respondents to provide testimony to the HUD investigator and ten (10) narrowly-tailored requests for information relevant to HUD's investigation. (See Exhibit F) HUD seeks an Order from this Court directing that Respondents provide testimony to the HUD investigator and provide complete responses to the requests made in the Subpoenas. Those requests are as follows:

1. Provide a copy of Complainant Ramona Hunter's complete tenant file.
2. Provide a copy of your Policy and Procedure that addresses tenants' payments for condominium fees for the subject unit.
3. Provide a copy of your Policy and Procedure that addresses a tenant's request for approval of reasonable accommodation because of the tenant's disability.
4. Provide a written list of all condominium units in which you now hold or have ever held any ownership interest at Timberlane Condominiums, Tulsa, OK.
5. Provide a list of all of your tenants at Timberlane Condominiums from January 1, 2010, to December 31, 2011. {Include: names, addresses, telephone numbers, and whether they had disabilities.}
6. Provide a list of your tenants' requests for reasonable accommodation because of their disabilities from January 1, 2010, to December 31, 2011 {Include: names, addresses, telephone numbers, and whether or not the requests were approved. If not approved, provide the reasons for the disapprovals.}

7. Provide a copy of the Acts of Sale for all real property transactions between you and Timberlane Unit Ownership Association, Inc., and between you and any other seller at Timberlane Condominiums where you purchased or sold a unit.

8. Provide documentation to show your current status with payments for condominium fees with the Timberlane Unit Ownership Association, Inc. Include reasons for any outstanding balances.

9. Provide copies of documents and records that show all persons and entities who currently hold and/or held ownership interest in the condominium located at 4812-B South Victor, Tulsa, Oklahoma, 74105, between May 31, 2009, and May 31, 2012. Include documentation and records to show any ownership interest that you now hold and/or have ever held in the unit located at 4812-B South Victor, Tulsa, Oklahoma, 74105.

10. Provide names, contact information, and the ownership interest of all owners, including corporations, who are directly or indirectly involved with the condominium at 4812-B South Victor, Tulsa, Oklahoma, 74105.

20. Respondents have not provided any information in response to the Subpoenas.

21. By a letter dated August 30, 2012, HUD referred this matter to the Housing and Civil Enforcement Section, Civil Rights Division, which in turn referred this matter to the Office of the United States Attorney for the Northern District of Oklahoma. HUD requested that the Attorney General initiate appropriate proceedings to enforce the Subpoenas pursuant to 42 U.S.C. § 3614(c).

### **Law and Argument**

22. HUD investigators have determined that the Respondents under subpoena possess documents and could provide testimony relevant and necessary to HUD's fair housing investigation. However, HUD is unable at this time to obtain the information due to Respondents' refusal to provide the requested testimony and documents. Respondent Chad Stites puts forth no legal objection to the information requested but merely asserts that other parties are responsible for the actions alleged in Ms. Hunter's complaint.

23. The requests contained in the Subpoenas are reasonably limited in scope, describe with particularity the needed documents, and concern only specific documents relevant to the investigation. The documents are relevant and reasonably calculated to lead to the discovery of admissible evidence regarding Respondents' treatment of Ms. Hunter and other similarly-situated tenants. The information sought is necessary in order for HUD to fulfill its mandate to fully investigate the housing discrimination complaint.

- a. The information will enable HUD to corroborate or refute the complainant's allegations of discrimination;
- b. It will enable HUD to determine whether the property owner and the condominium association were, in fact, in a dispute;
- c. It will enable HUD to determine how the property owner has responded to other tenants requesting reasonable accommodations.

24. Under the Federal Rules, discovery is not limited to matters that are admissible at trial. FED. R. CIV. P. 26(b)(1). Rather, the information sought need only be "reasonably calculated to lead to the discovery of admissible evidence." FED. R. CIV. P. 26(b)(1).

25. The opportunity to identify anecdotal, comparative and/or statistical evidence regarding other tenants may be highly probative of the claims made in the administrative complaint.

### **Relief Requested**

26. For the foregoing reasons, the Subpoena to Testify and the Subpoena *Duces Tecum* are proper and should be enforced by this Court. Accordingly, the United States of America respectfully requests enforcement of the Subpoenas as follows:

- a. That Respondent Chad Stites be ordered to provide testimony to the HUD investigator within fourteen (14) days after being served with an appropriate Order from this Court; and
- b. That Respondents Real Property and Chad Stites be ordered to produce complete responses to the information requested in the Subpoenas, within fourteen (14) days after being served with an appropriate Order from this Court; or
- c. If Respondents do not provide testimony to the HUD investigator and do not produce timely and complete responses, that they be ordered to appear and show cause before this Court why they should not be held in contempt for failing to produce the information ordered by this Court; and
- d. That the Court grant the United States of America such other and further relief as may be necessary and proper to effectuate the Court's Order.

A proposed Order has been contemporaneously submitted for the Court's review and entry.

Respectfully Submitted,

DANNY C. WILLIAMS, SR.  
United States Attorney

s/Ryan L. Souders

Ryan L. Souders, Va. State Bar No. 73436  
Assistant United States Attorney  
110 W. 7<sup>th</sup> St., Suite 300  
Tulsa, OK 74119-1029  
Tel: (918) 382-2748  
Fax: (918) 560-7938  
[ryan.souders@usdoj.gov](mailto:ryan.souders@usdoj.gov)



**CERTIFICATE OF SERVICE**

I hereby certify that on June 24, 2013, I electronically transmitted the foregoing to the Clerk of Court using the ECF System for filing and transmitted the same via United States certified mail, return receipt requested, to the following:

Chad Stites  
Real Property Dynamics, Inc.  
2220 East 6<sup>th</sup> Street  
Tulsa, OK. 74104

s/Chris Watson \_\_\_\_\_

Chris Watson  
Legal Assistant

FHHP FUNDED - Metropolitan Fair Housing Council of Greater OK

# Housing Discrimination Complaint

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0011

Please type or print this form

Public Reporting Burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Read this entire form and all the instructions carefully before completing. All questions should be answered. However, if you do not know the answer or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated. Where more than one individual or organization is filing the same complaint, and all information is the same, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form. Complaints may be presented in person or mailed to the HUD State Office covering the State where the complaint arose (see list on back of form), or any local HUD Office, or to the Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

This section is for HUD use only.

Number	(Check the applicable box) <input type="checkbox"/> Referral & Agency (specify) <input type="checkbox"/> Systemic <input type="checkbox"/> Military Referral	Jurisdiction <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Additional Info	Signature of HUD personnel who established Jurisdiction
Filing Date			

1. Name of Aggrieved Person or Organization (last name, first name, middle initial) (Mr., Mrs., Miss, Ms.)  
**Hunter, Ramona (Ms.)**

Home Phone: **-9691** Business Phone:

Street Address (city, county, State & zip code)  
**4812-B South Victor, Tulsa, Tulsa County 74105**

2. Against Whom is this complaint being filed? (last name, first name, middle initial)  
**Stites, Chad**

Phone Number: **-2148**

Street Address (city, county, State & zip code)  
**2220 E. 6th St., Tulsa, Tulsa County, 74104**

Check the applicable box or boxes which describe(s) the party named above:  
 Builder  Owner  Broker  Salesperson  Supt. or Manager  Bank or Other Lender  Other

If you named an individual above who appeared to be acting for a company in this case, check this box  and write the name and address of the company in this space:  
 Name: **Real Property Dynamics Inc.** Address: **2220 E. 6th St., Tulsa, Tulsa County, 74104**

Name and identify others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do? Check all that apply and give the most recent date these act(s) occurred in block No. 6a below.

Refuse to rent, sell, or deal with you  Falsely deny housing was available  Engage in blockbusting  Discriminate in broker's services  
 Discriminate in the conditions or terms of sale, rental occupancy, or in services or facilities  Advertise in a discriminatory way  Discriminate in financing  Intimidated, interfered, or coerced you to keep you from the full benefit of the Federal Fair Housing Law  
 Other (explain)

4. Do you believe that you were discriminated against because of your race, color, religion, sex, handicap, the presence of children under 18, or a pregnant female in the family or your national origin? Check all that apply.

Race or Color  Religion (specify)  Sex  Handicap  Familial Status  National Origin  
 Black  Male  Physical  Presence of children under 18 in the family  Hispanic  American  Other (specify)  
 White  Female  Mental  Pregnant female  Asian or Indian or Pacific Islander  Alaskan Native

5. What kind of house or property was involved? Did the owner live there? Is the house or property being sold or rented? What is the address of the house or property? (street, city, county, State & zip code)

Single-family house  Yes  Being sold?  
 A house or building for 2, 3, or 4 families  No  Being rented?  
 A building for 5 families or more  Unknown  
 Other, including vacant land held for residential use (explain)

**4812-B South Victor, Tulsa, Tulsa County 74105**

6. Summarize in your own words what happened. Use this space for a brief and concise statement of the facts. Additional details may be submitted on an attachment. Note: HUD will furnish a copy of the complaint to the person or organization against whom the complaint is made.

6a. When did the act(s) checked in Item 3 occur? (Include the most recent date if several dates are involved)

Please see attached narrative

December 26, 2011

7. I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.

Signature & Date: **Ramona Hunter 01-04-12**

**903 Narrative Statement**

**FHIP-FUNDED HOUSING DISCRIMINATION COMPLAINT  
Ramona Hunter v. Chad Stites and Real Property Dynamics Inc.**

I, Ramona Hunter feel that I have been discriminated against based on disability, in violation of 42 U.S.C. 3604 § (804(f)(1)A), 3617, and Section 818 of the FHAA by Chad Stites, owner, Real Property Dynamics Inc. in Tulsa, Oklahoma.

Respondents discriminated against me in the conditions, terms of sale, services and/or privileges of a residential property. They refused to deal with me and intimidated, interfered and coerced me keeping me from the full benefit of the Federal Fair Housing Law.

**Complainant**

I, Ramona Hunter, am a 79 year old single female who suffers from a disability. I suffer from COPD and diabetes. I entered into a rental agreement for a house located at 4812-B South Victor in Tulsa, Oklahoma 74105 with Chad Stites on or about **February 16, 2009.**

**Respondents**

Respondent, Chad Stites, is the property owner of the subject property located at 4812-B South Victor in Tulsa, Oklahoma 74105. The subject property is a condominium.

Respondent is in the business of real estate, managing, owning, renting and selling property.

Respondent, Real Property Dynamics Inc., is a realty company owned by Mr. Chad Stites and management company of the subject property located at 4812-B South Victor in Tulsa, Oklahoma 74105

Respondent is in the business of real estate, managing, owning, renting and selling property

**Facts**

I am currently in a lease agreement with Mr. Chad Stites, Respondent, for a home located at 4812-B South Victor in Tulsa, Oklahoma 74105. I always pay my rent on time and have never had any problems. On or about Decembmer 26, 2011, my utilities were shut off. I later found out this happened due to a dispute between Respondent, Mr. Stites, and

Ramona Hunter  
Ramona Huner

01-04-12  
Date

Ramona Hunter v. Chad Stites and Real Property Dynamics Inc.

the condominium association. I am a 79 year old senior citizen currently without heat and electricity. This is a safety concern as well as a life-threatening issue due to my diabetes. I have sent a reasonable accommodation request for the restoration of my utilities, however my request has gone unanswered. At this point I feel as though I have been constructively evicted from my home. Respondent is aware of my disability but yet refuses to assist me.

I feel that because I suffer from a disability and Respondent has refused to honor my request for resolution and reasonable accommodation for my home is uninhabitable for me and detrimental to my health and safety; I feel as though Respondent disregarded my request and refused to deal with me in a civil manner.

I feel that I have been discriminated against by Chad Stites and Real Property Dynamics Inc. by:

1. discriminating against me in the terms, conditions, and privileges of a dwelling, and in the provision of services and facilities in connection therewith, because of disability, in violation of 42 U.S.C. 3604 § 804;
2. refusal to deal with me because of disability, in violation of 42 U.S.C. 3604 § (804(f)(1)A)
3. intimidating, threatening, and coercing me due to disability, in violation of 42 U.S.C. § 3617 and;
4. I further feel they are in violation of Section 818 of the FHAA by interfering with my rights to enjoy the full benefits of the Federal Fair Housing Law.

Ramona Hunter  
Ramona Hunter

01-04-12  
Date

**From:** C.B. Webster [REDACTED]@yahoo.com]  
**Sent:** Thursday, February 16, 2012 8:12 AM  
**To:** Kearney-King, Jan  
**Subject:** Re: Hunter vs. Stites

May this memo serve as my brief (though not total) response to your questions

I, or a firm controlled by me, own several units in a condo complex called Timberlane

I have been involved in a dispute with the condo association for over a year regarding condo dues and (in my opinion) inaccurate billing on their part of condominium dues.

On or about December 26th, the condo association posted a 48hr notice on each of the units that I own regarding disconnect of electric service relative to that dispute. No notice was provided to me (I only found out about it AFTER they turned off the electric).

On or about December 28th, the condo association turned-off the electric power to all condo units owned or controlled by me. This was done unilaterally by condo association president E [REDACTED] W [REDACTED] (work phone 918 [REDACTED]). W [REDACTED] reportedly "rammed thru" a change in the condo by-laws allowing him to be able to turn off the electric, however I was not present to vote on the change (which requires 90% approval to be effective). Since I own 17% of the units in the complex, it would be illegal for him to make such a change without my approval.

Mr. W [REDACTED] and the Timberlane Condo Association violated the rights of Ms. Hunter and all occupants of condo units owned or controlled by me by 1) not providing ME with notice of their proposed actions 2) not having the LEGAL authority to turn off the power.

I have been in communication with Ms. Hunter since their regretful actions in an attempt to keep her informed. Furthermore, I mailed her a check as a refund of December rent for all days that the electric was turned off.

The matter is pending in court and I believe an extended period of time will be necessary to litigate the matter.

Respectfully,

Chad Stites

--- On Tue, 2/14/12, Kearney-King, Jan <[Jan.KearneyKing@hud.gov](mailto:Jan.KearneyKing@hud.gov)> wrote:

From: Kearney-King, Jan <[Jan.KearneyKing@hud.gov](mailto:Jan.KearneyKing@hud.gov)>  
Subject: Hunter vs. Stites  
To: "[REDACTED]@yahoo.com" [REDACTED]@yahoo.com>  
Date: Tuesday, February 14, 2012, 3:31 PM



**Per our conversation, please feel free to communicate via e-mail and e-attachments.**

*Jan Kearney-King*

*Branch Chief, New Orleans FHEO Center*

*U.S. Department of HUD*

*500 Poydras Street, 9th Floor*

*New Orleans, LA 70130*

*504.671.3731 ~ Fax: 671.3730*

*Jan.KearneyKing@hud.gov*



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
New Orleans Field Office, Region VI  
Hale Boggs Federal Building  
500 Poydras Street, 9<sup>th</sup> Floor  
New Orleans, LA 70130-3099

Fair Housing and Equal Opportunity Division

Date: 3-16-2012

MEMORANDUM FOR: Respondent(s)   
Respondents' Representative

*[Handwritten signature]*  
FROM: *Acquanette Taylor German*, Equal Opportunity Specialist/  
Investigator

SUBJECT: *Issuance of Signed Initial Complaint*

*The purpose of this short memo is to issue a copy of the signed complaint.*

*Please include this document as part of your file.*



ENCLOSURE(S)

Case Number: 06-12-0502-8

0502

7009 1410 0002 3014 9562

<b>U.S. Postal Service</b>	
<b>CERTIFIED MAIL RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	<b>Chad Sites, Owner</b> 2220 E 6th Street Tulsa, OK 74104
Sent To	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3811, August 2006 <span style="float: right;">See Reverse for Instructions</span>	

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p style="text-align: center;">   <b>Chad Sites, Owner</b>                  2220 E 6th Street                  Tulsa, OK 74104             </p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p><b>X</b> </p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;"><b>RECEIVED</b> 3/23/12</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Number (Transfer from service label)	7009 1410 0002 3014 9562
PS Form 3811, February 2004 <span style="float: right;">Domestic Return Receipt 102595-02-M-1540</span>	



March 20, 2012

Memo to; Acquanette Taylor-German, Investigator  
U S Dept of HUD

Memo from: Chad Stites  
2220 East 6<sup>th</sup> St Tulsa, OK 74104

RE: 06-12-0502-8  
Ramona Hunter



May this letter serve to clarify the following:


- 1) The property is owned by a corporation, Real Property Dynamics Inc.
- 2) Real Property Dynamics Inc. welcomes the occupancy of Ms. Hunter
- 3) The basis for her complaint is unilateral decision by the condo association, and NOT the property owner, to turn off the utility services to her apartment. Real Property Dynamics Inc. had no involvement whatsoever in the disconnection of the electric service nor did Real Property Dynamics Inc. receive any prior notice of the same.
- 4) Ms. Hunter appears to have a valid claim against the condo association, its manager (E ■ W ■) and the condo association board of directors.

May 30, 2012

Memo to: Acquanette Taylor German  
U S Dept of HUD

Memo from: Chad Stites  
2220 East 6<sup>th</sup> St Tulsa, OK 74104

RE: Complaint 06-12-0502-8



You have inaccurate data for the above captioned complaint.

The property is owned by REAL PROPERTY DYNAMICS INC.  
It is an Oklahoma corporation. Please check county records and  
you will see that Real Property Dynamics Inc is the owner.

The property ***IS NOT*** owned by Chad Stites.

Chad Stites, personally ***DID NOT*** ever act as agent, leasing agent,  
lessor, or landlord on the property.

Accordingly please direct all of your inquiries to the property  
owner and not to myself.

**United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity**

<b>Ramona Hunter,</b>	)	
<b>COMPLAINANT</b>	)	
	)	
<b>v.</b>	)	<b>HUD Case Number:</b>
	)	<b>06-12-0502-8</b>
<b>Chad Stites,</b>	)	
<b>RESPONDENT</b>	)	
	)	
<b>and</b>	)	
	)	
<b>Real Property Dynamics, Inc.,</b>	)	
<b>RESPONDENT</b>	)	

**SUBPOENA TO TESTIFY AND SUBPOENA DUCES TECUM**

**TO: Chad Stites  
Real Property Dynamics, Inc.  
2220 East 6<sup>th</sup> Street  
Tulsa, OK 74104**

**CASE OF: U.S. Department of Housing and  
Urban Development  
Office of Fair Housing and Equal Opportunity  
415 Seventh Street, S.W., Room 5208  
Washington D.C. 20410**

Pursuant to Section 811(a) of the Fair Housing Act, 42 U.S.C. § 3611(a), and 24 C.F.R. §103.215 and 24 C.F.R. § 180.545, and in connection with the conduct of the above-captioned investigation under Section 804 of the Fair Housing Act, 42 U.S.C. § 3604, you, Chad Stites, are hereby directed to appear before Acquanette Taylor German, an Equal Opportunity Specialist with the U.S. Department of Housing and Urban Development, at **2 West 2<sup>nd</sup> Street, Suite 400, Tulsa, OK, 74103, within 10 days of the date of service.** The telephone number for Acquanette Taylor German is (504) 671-3733.

In addition, at the time of your meeting with Acquanette Taylor German, you are hereby commanded to produce and make available for review and copying the documents listed below for Acquanette Taylor-German, Equal Opportunity Specialist, Office of Fair

Housing and Equal Opportunity, United States Department of Housing and Urban Development.

DOCUMENTS REQUESTED

1. Provide a copy of Complainant Ramona Hunter's complete tenant file.
2. Provide a copy of your Policy and Procedure that addresses tenants' payments for condominium fees for the subject unit.
3. Provide a copy of your Policy and Procedure that addresses a tenant's request for approval of reasonable accommodation because of the tenant's disability.
4. Provide a written list of all condominium units in which you now hold or have ever held any ownership interest at Timberlane Condominiums, Tulsa, OK.
5. Provide a list of all of your tenants at Timberlane Condominiums from January 2010 to December 31, 2011. {Include: names, addresses, telephone numbers, and whether they had disabilities.}
6. Provide a list of your tenants' requests for reasonable accommodation because of their disabilities from January 1, 2010 to December 31, 2011. {Include: names, addresses, telephone numbers, and whether or not the requests were approved. If not approved, provide the reasons for the disapprovals.}
7. Provide a copy of the Acts of Sale for all real property transactions between you and Timberlane Unit Ownership Association, Inc., and between you and any other seller at Timberlane Condominiums where you purchased or sold a unit.
8. Provide documentation to show your current status with payments for condominium fees with the Timberlane Unit Ownership Association, Inc. Include reasons for any outstanding balances.
9. Provide copies of documents and records that show all persons and entities who currently hold and/or held ownership interest in the condominium located at 4812-B South Victor, Tulsa, Oklahoma, 74105, between May 31, 2009 and May 31, 2012. Include documentation and records to show any ownership interest that you now hold and/or have ever held in the unit located at 4812-B South Victor, Tulsa, Oklahoma, 74105.
10. Provide names, contact information, and the ownership interest of all

**owners, including corporations, who are directly or indirectly involved with the condominium at 4812-B South Victor, Tulsa, Oklahoma, 74105.**

### DEFINITIONS

The word “document” as used in this subpoena is used in the broadest sense permitted by the Federal Rules of Civil Procedure and means:

1. The original, all non-identical copies and drafts of writing of any kind, including, but not limited to, notes, correspondence, memoranda, reports, minutes, pamphlets, letters, telegrams, messages (including reports, notes, and memoranda of telephone conversations and conferences), calendar and diary entries, records, data, computerized documents, compilations, drawings, graphs, charts, data compilations, telephone logs, signs; and
2. Photographs, audio tapes, films, videotapes, sound recordings, and similar means of reproduction from which information can be obtained.

All attachments or enclosures to a document are deemed to be part of such documents.

### **PROTECTIONS AND DUTIES OF PERSONS SUBJECT TO SUBPOENAS ISSUED DURING FAIR HOUSING INVESTIGATIONS**

Subpoenas issued in aid of fair housing investigations are subject to protections and duties set forth in Federal Rule of Civil Procedure 45 (FRCP 45) and the regulations governing the issuance of subpoenas under the Fair Housing Act found at 24 C.F.R. §180.545 (2000). Pursuant to 24 C.F.R. §103.214(b)(2000), the Assistant Secretary for Fair Housing and Equal Opportunity, or his designee, has the power to issue subpoenas described herein, in support of an investigation.

Objections to, and motions to quash subpoenas as referenced in Section (c)(2)(B) and (c)(3)(A) below, should be directed to the Assistant Secretary for Fair Housing and Equal Opportunity. Pursuant to 24 C.F.R. §180.545(f) (2000), objections to subpoenas (referred to in (c)(2)(B) below) must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity “within 5 days after service of the subpoena (but in any event not less than the time specified in the subpoena for compliance”).

During a fair housing *investigation* (as distinguished from a fair housing *administrative hearing*), every reference to “court” in the provisions which follow should be understood as referring to the Assistant Secretary for Fair Housing and Equal Opportunity.

#### **FRCP 45 – Subpoena**

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents, or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing, or trial.

(B) Subject to paragraph (d)(2) of Rule 45 of the Federal rules of Civil Procedure, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection inspection or copying of any or all of the designated materials or of the premises. If objections are made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which is subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
  - (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
  - (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
  - (iv) subjects a person to undue burden.
- (B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from expert's study made not at the request of any party, or
- (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the substantial need for the testimony or material that cannot be otherwise met without undue hardship assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

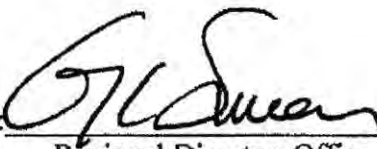
(d) Duties in Responding to Subpoena.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of a business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

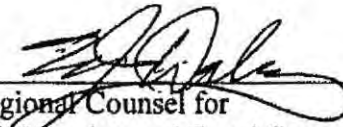
**PENALTY:** Section 811(c)(1) of the Fair Housing Act, 42 U.S.C. §3611(c)(1), provides that any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents, or other evidence, if it is in such person's power to do so, in obedience to the subpoena or lawful order under subsection (a), shall be fined not more than \$100,000 or imprisoned not more than one year, or both.

I have signed the subpoena and caused the seal of the United States Department of Housing and Urban Development to be affixed thereto at Fort Worth, Texas on

June 29, 2012

By:   
Regional Director, Office of Fair  
Housing and Equal Opportunity

SEAL

APPROVED BY:   
Regional Counsel for  
Fair Housing and Equal Opportunity

Date: 6/29/12



PROOF OF SERVICE


I hereby certify that a copy of the Subpoena Duces Tecum, in reference to HUD case number 06-12-0502-8 was served on this 26<sup>th</sup> day of July, 2012, to the following:

**Chad Stites**  
**Real Property Dynamics, Inc.**  
**2220 East 6<sup>th</sup> Street**  
**Tulsa, OK 74104**

DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

07/26/12  
Executed On

  
Signature of Server

*Jones & Associates, Inc.*

1611 South Utica Avenue, Suite 117, Tulsa, Oklahoma 74104-4909  
www.jonesandassociatesok.com

Office (918) 583-4779  
OK State PSS Lic. No. 2011-56

email: jones007@cox.net  
OK PI Lic. No. 12AGI-1150

Fax (918) 587-8571  
OK Agency Lic. No. 07PIA-114

Affidavit of Service

United States Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

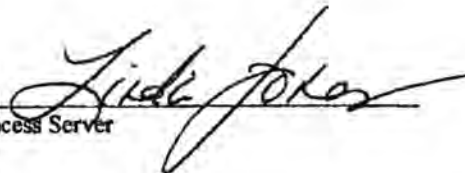
Ramona Hunter, Complainant v. Chad Stites, Respondent  
HUD Case No: 06-12-0502-8

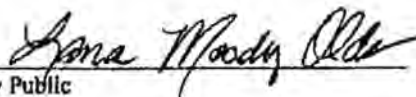
Service Documents: Subpoena to Testify and Subpoena Duces Tecum

I, the undersigned, duly sworn and under oath, certify that on June 18, 2012 and July 3, 2012, I received the foregoing and served the same according to law in the following manner:

PERSONAL SERVICE:

By delivering a copy of said process personally to Chad Stites at 2220 East 6th Street, Tulsa, OK 74104 on July 26, 2012 at 5:19 PM.

  
\_\_\_\_\_  
Process Server

  
\_\_\_\_\_  
Notary Public

Subscribed and sworn to before me on July 27, 2012



**United State Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity**

Ramona Hunter,  
Complainant

HUD Case Number:  
06-12-0502-8

v.

Chad Stites,  
Respondent

and

February 8, 2013

Real Property Dynamics, Inc.  
Respondent


**DECLARATION OF LINDA JONES**

I, LINDA JONES, declare:

1. I am the owner and President of Jones and Associates, Inc., an Oklahoma State Licensed Private Investigation and Process Service Agency. I have been a Private Investigator and Process Server licensed in Oklahoma for thirty-seven years. My Oklahoma State Private Investigator Agency License Number is 12PIA0114, my individual Oklahoma State Private Investigator License Number is 12AGI1150 and my Oklahoma State Process Server License Number is PSS 2011-56.
2. On June 14, 2012, I received a call from Bill Joye, a Controller with the United States Department of Housing and Urban Development, requesting process service on Chad Stites.
3. I completed a background check and utility search of Chad Stites to confirm his address at 2220 East 6th Street, Tulsa, OK 74104.
4. From June 18, 2012 through June 20, 2012, I visited Chad Stites' residence at 2220 East 6th Street Tulsa OK 74104 on three occasions. Each time, there were lights on inside, no one was home, and there were no vehicles parked in the driveway.
5. On June 21, 2012 I called Chad Stites' cell phone number, (918) 645-2148 and he answered. He said he was out of town and would be back the following week and promised to call me. He never called.

6. On July 16, 2012, I visited five previous and possible current addresses for Chad Stites and determined the properties were either vacant or no longer belonged to Chad Stites.
7. On July 20, 2012, I visited Chad Stites' residence twice, 2220 East 6th Street, Tulsa, OK 74104, but no one came to the door. Each time, I opened the mail slot and saw there were no lights on, the air unit was off, and there was a lot of mail on the floor.
8. On July 23, 2012, I visited Chad Stites' residence, 2220 East 6th Street, Tulsa, OK 74104, but no one came to the door. I opened the mail-slot and saw that lights were on, the air unit was on, and a cocker spaniel was inside. I also spoke with S [REDACTED] G [REDACTED], Chad Stites' neighbor. She confirmed Chad Stites lived at 2220 East 6th Street, Tulsa, OK 74104. She also told me Mr. Stites drove a late model gray pickup truck and the truck bed was full of junk.
9. On July 24, 2012, I visited Chad Stites' residence, 2220 East 6th Street, Tulsa, OK 74104, but no one came to the door. There were no lights on, but the air unit was on and the dog was barking inside.
10. On July 25, 2012, I visited Chad Stites' residence, but no one came to the door. The lights and air unit were on and a silver/gray pickup truck was parked in front of the building, OK license tag number 161DFL. I checked the registration for the license tag and confirmed it was a 2008 Ford registered to Chad Stites.
11. On July 26, 2012, I received a phone call from Chad Stites' neighbor S [REDACTED] G [REDACTED] who told me Chad Stites was in his home. When I arrived, Chad Stites' gray Ford pickup was parked in front of the building and S [REDACTED] G [REDACTED] confirmed that Chad Stites was inside his house. I opened the mail slot and saw the lights and air unit were on inside and the cocker spaniel was sitting on the couch across from a desk. I knocked on the door several times, opened the mail-slot and called: "Chad, come to the door please, I know you are in there." but he did not come to the door. I looked through the front window blinds and saw Chad Stites as he was closing the door to a room inside. I wrote a note to Mr. Stites stating I had identified him and he was legally served. I attached the note to the service documents and placed them through the front door mail slot. I spoke through the mail slot and said "I know you are in there Chad. I saw you and the neighbor confirmed you are here. I also verified ownership of your truck parked here. You have been legally served."
12. Based on my thirty-seven years as a Private Investigator and Process Server, I declare that Chad Stites was properly served.

  
 \_\_\_\_\_  
 Linda Jones  
 OK State Process Server & Private Investigator

  
 \_\_\_\_\_  
 Notary Public  
 Subscribed and sworn to before me on February 8, 2013



United State Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity

_____	)
Ramona Hunter,	)
Complainant	)
	)
v.	)
	)
Chad Stites,	)
Respondent	)
	)
and	)
	)
Real Property Dynamics, Inc.	)
Respondent	)
_____	)

HUD Case Number:  
06-12-0502-8

February 4, 2013

**DECLARATION OF ACQUANETTE TAYLOR-GERMAN**

I, ACQUANETTE TAYLOR-GERMAN, declare:

1. I am an Equal Opportunity Specialist/Investigator in the Enforcement Branch, Fair Housing and Equal Opportunity Division, New Orleans Program Center of the U.S. Department of Housing and Urban Development (HUD).
2. On March 1, 2012, I called Respondent Chad Stites to discuss the allegations of a housing discrimination complaint made against him regarding a condominium property which he owns and leases located at 4812-B S. Victor, Tulsa, Oklahoma, 74105. Respondent did not return the call.
3. On March 12, 2012, I called Respondent Stites. Respondent stated that he did not want me to continue contacting him because he is not the owner of the subject property on S. Victor. He stated the property owner is Real Property Dynamics, Inc. and gave me a mailing address for that company, 2220 East 6th Street Tulsa OK 74104. I asked Chad Stites to name the registered agent for Real Property Dynamics, Inc., and he said he did not know who the registered agent is.
4. During the same conversation, I asked Respondent Stites to confirm his personal address which had been provided to HUD via the Fort Worth Intake Office from the Complainant in the complaint. Respondent Stites confirmed his personal address, 2220 East 6th Street

Tulsa OK 74104, which was identical to the mailing address he had given for Real Property Dynamics, Inc.

6. I asked Respondent Stites why the mailing address and the telephone number for Real Property Dynamics, Inc. were identical to his personal address and telephone number. Mr. Stites answered in an intimidating manner and told me that he did not know, and that Real Property Dynamics, Inc. uses his address for their mailing address. Respondent Stites began to sound angry. He told me to stop asking him questions about the subject property and told me not to call him anymore.
7. On March 20, 2012, I received a memorandum from Respondent Chad Stites stating the property where Complainant Ramona Hunter resided on S. Victor was owned by a corporation, Real Property Dynamics, Inc. and not by him.
8. On May 4, 2012, I prepared and mailed a data request letter addressed to Respondent Chad Stites. I forwarded the data request letter to Mr. Stites via certified mail – return receipt requested. The purpose of the Data Request was to obtain relevant information about Complainant’s residency in Respondent’s property. Respondent did not claim the letter.
9. On May 18, 2012, I prepared and mailed a Pre-Subpoena Request to Respondent Chad Stites. I forwarded the Pre-Subpoena to Respondent via certified mail – return receipt requested.
10. On May 30, 2012, I received a memorandum from Respondent Chad Stites reiterating that the property is owned by Real Property Dynamics, Inc. Mr. Stites included in his memorandum that he did not ever act as agent, leasing agent, lessor, or landlord on the property. In his closing sentence, Respondent Stites asked me to please direct all of HUD’s inquiries to the property owner and not to him.
11. On June 8, 2012, I received Attachment A, the receipt showing the May 4, 2012 data request letter, returned and marked “unclaimed.”
12. On June 19, 2012, I received Attachment B, the receipt showing the Pre-Subpoena from May 18, 2012, returned and marked “unclaimed.”
13. Based on Attachment C, a Property Search report from the Tulsa County Assessor’s Office showing that Complainant’s rental condo is owned by Real Property Dynamics, Inc, located at 2220 E. 6<sup>th</sup> Street, Tulsa, Oklahoma 74104-3234, I believe that Chad Stites and Real Property Dynamics, Inc. have the same mailing address.
14. Based on Attachment D, a memorandum addressed to Complainant Ramona Hunter, stating “Memo from: Chad Stites, President, Real Property Dynamics, Inc.,” and which

he signed as "Chad Stites, Realtor," I believe that Chad Stites is the President of Real Property Dynamics, Inc. and has acted as Realtor for Real Property Dynamics, Inc.

15. Based on Attachment E, a copy of a Promissory Note from F&M Bank, showing Real Property Dynamics, Inc. as the borrower of the promissory note and is signed by "Chad F. Stites, President of Real Property Dynamics, Inc.," I believe that Chad Stites is the President of Real Property Dynamics, Inc.
16. Based on Attachment F, a copy of a Disbursement Request and Authorization for a business loan from F&M Bank in which the borrower is listed as Real Property Dynamics, Inc., and is signed by "Chad F. Stites, President of Real Property Dynamics, Inc.," I believe that Chad Stites is the President of Real Property Dynamics, Inc.
17. To this day, I have not received any of the requested data from Respondent Chad Stites.
18. Based upon my experience with the investigation of the subject case, I believe Respondent Chad Stites is the only person who can provide the actual documents and answers to HUD's Data Request regarding Complainant's rental property and fair housing complaint.

DATE:

February 6, 2013

  
ACQUANNETTE TAYLOR-GERMAN



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Fair Housing and Equal Opportunity  
801 Cherry Street, Unit #45, Suite 2500  
Fort Worth, Texas 76102  
Telephone: (817) 978-5862  
Facsimile: (817) 978-5876  
[www.hud.gov](http://www.hud.gov)

Fair Housing & Equal Opportunity

Sent via Certified Mail – Return Receipt Requested

May 4, 2012

Chad Stites, Owner  
2220 E. 6th Street  
Tulsa, OK 74104

Dear Mr. Stites:

SUBJECT: Data Request Letter  
Ramona Hunter v Chad Stites (Owner)  
Title VIII Case Number 06-12-0502-8

The Fair Housing Act (the Act) requires this Office to investigate complaints of housing discrimination, unless and until the parties agree to resolve the complaint through the process of conciliation, or the Assistant Secretary determines whether or not reasonable cause exists to believe that a discriminatory act occurred, or was about to occur. Title 24, Code of Federal Regulations, Subpart D, Section 103.215 (a), which implements the Act, states:

"In conducting investigations under this part, the Assistant Secretary will seek the voluntary cooperation of all persons to obtain access to premises, records, documents, individuals, and other possible sources of materials; and to take and record testimony or statements of persons reasonably necessary for the furtherance of the investigation."

This letter represents an effort to seek your voluntary cooperation in permitting the investigator to gain access to information that is necessary to further this investigation.



Pursuant to Section 810 (a)(1)(B)(iv) of the Act, and Section 103.215 (a) of the implementing regulations, we request that you answer the following questions in writing, and produce the documents that have been identified in this letter.

- 1) Provide a copy of Complainant's complete tenant file.
- 2) Provide a copy of the Policy and Procedure that addresses payments for condominium fees for the subject unit.
- 3) Provide a copy of the Policy and Procedure that addresses a tenant's request and approval for reasonable accommodation,
- 4) Provide a list of your tenants from January 1, 2010 to December 31, 2011. (Include: names, addresses, telephone numbers, whether handicap, and requests for reasonable accommodations.)
- 5) Provide a list of your tenants' requests for reasonable accommodations from January 1, 2010 to December 31, 2011. Include the following: (Include: names, addresses, telephone numbers, whether handicap, requested reasonable accommodation, (granted/denied), reason denied.)
- 6) Provide a copy of your policy regarding tenant's acceptance and denials for reasonable accommodation.
- 7) Provide a copy of the Act of Sale for the subject unit at Timberlane Condominium Homes.
- 8) Provide documentation to show your current status with payments for condominium fees with the Timberlane Condominium Homes Association.
- 9) State whether you have ever been a party to a fair housing or civil rights lawsuit, or investigation. If so, state the title of the case(s), the date(s) of filing, and the outcome(s).

Please be advised that this request is not exhaustive. As the investigation proceeds, additional information may be required.

You are requested to respond to the HUD Office of Fair Housing, New Orleans Program Center, by Monday, May 16, 2012. The address is 500 Poydras Street, 9<sup>th</sup> Floor, Hale Boggs Federal Building, New Orleans, Louisiana, 70130.

If you have any questions concerning this request, please contact  
Acquanette Taylor-German, Equal Opportunity Specialist, at (504) 671-3733.

Sincerely,

A handwritten signature in black ink, appearing to read "Garry L. Sweeney". The signature is stylized and cursive, with a large initial "G" and "S".

Garry L. Sweeney  
Director  
Office of Fair Housing and Equal Opportunity  
Region VI

1 DATA REQUEST

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature: <i>[Signature]</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): _____ C. Date of Delivery: _____</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Chad Stites, Owner 2220 E 6th Street Tulsa, OK 74104</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number #0502 (Transfer from service label)</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004</p>	<p>7010 3090 0001 2675 4986</p> <p>Domestic Return Receipt 102595-02-M-1540</p>

**U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**  
 New Orleans Field Office  
 Federal Building  
 500 Poydras Street - 9th Fl.  
 New Orleans, LA 70130

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

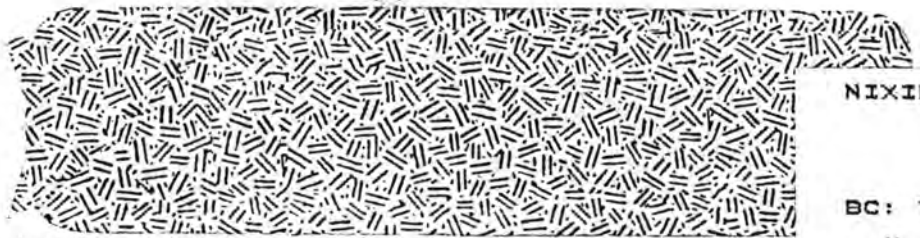
**CERTIFIED MAIL™**



7010 3090 0001 2675 4986

**First-Class Mail**  
**Postage & Fees Paid**  
**HUD**  
**Permit No. G-51**

- OFFICIAL BUSINESS  
 PENALTY FOR PRIVATE USE, \$300



70130@3319

NIXIE 731 DE 1 00 06/02/12

RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD

BC: 70130331999 \*2557-07528-02-15

21-01





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Fair Housing and Equal Opportunity  
801 Cherry Street, Unit #45, Suite 2500  
Fort Worth, Texas 76102  
Telephone: (817) 978-5862  
Facsimile: (817) 978-5876  
[www.hud.gov](http://www.hud.gov)

Fair Housing & Equal Opportunity

## Pre-Subpoena Request

Sent via Certified Mail – Return Receipt Requested

Chad Stites, Owner  
2220 E. 6th Street  
Tulsa, OK 74104

May 18, 2012

Dear Mr. Stites:

SUBJECT: Ramona Hunter v Chad Stites (Owner)  
Title VIII Case Number 06-12-0502-8

This letter represents our second and final attempt to obtain your voluntary cooperation in the completion of this investigation. A letter was sent to you on May 4, 2012, requesting information. The need for this information was discussed in telephone conversations between the investigator who has been assigned to this case, Acquanette Taylor-German, and you on May 18, 2012. To date, the information, which we have requested, has not been provided to this office.

Pursuant to Title 24, Code of Federal Regulations, Subpart D, Section 103.215 (a), the regulations that implement the Fair Housing Act, we request that you answer the following questions and produce those documents that have been identified or described as follows:

- 1) **Provide a copy of Complainant's complete tenant file.**
- 2) **Provide a copy of your Policy and Procedure that addresses payments for condominium fees for the subject unit.**
- 3) **Provide a copy of your Policy and Procedure that addresses a tenant's request and approval for reasonable accommodation,**
- 4) **Provide a list of your tenants from January 1, 2010 to December 31, 2011. (Include: names, addresses, telephone numbers, and whether handicap.)**
- 5) **Provide a list of your tenants' requests for reasonable accommodations from January 1, 2010 to December 31, 2011. Include the following: names, addresses, telephone numbers, and reasons for any denials.**

- 6) Provide a copy of the Acts of Sale for all properties between you and Timberlane Condominium Homes, and between you and any other seller at Timberlane Condominium Homes.
- 7) Provide documentation to show your current status with payments for condominium fees with the Timberlane Condominium Homes Association.
- 8) State your ownership interest in the condominium in which Complainant resides.
- 9) Provide names and the ownership interest of all others, including corporations, who are directly or indirectly involved with the condominium at 4812-B South Victor, Tulsa, Oklahoma, 74105.
- 10) State whether you have ever been a party to a fair housing or civil rights lawsuit, or investigation. If so, state the title of the case(s), the date(s) of filing, and the outcome(s).

This office requests that you respond to this request seven (7) days after the receipt of this letter. If you do not respond to this request in a timely manner, then this office will proceed to obtain the appropriate information under Section 811(a) of the Fair Housing Act, and 24 CFR, Section 103.215(b), which authorizes the Secretary to issue subpoenas in aid of the investigation. At this time, we are seeking your voluntary cooperation in responding to this letter's requests.

Please be advised that this request is not exhaustive. As the investigation proceeds, additional information may be required.

**Failure to timely provide the requested documents and answers may result in the service of a subpoena on you.**

Please submit all requested documents and answers to Ms. Acquanette T. German at 500 Poydras Street, 9<sup>th</sup> Floor, New Orleans, Louisiana, 70130.

If you need to contact our Office for further information on this matter, please contact Equal Opportunity Specialist Acquanette Taylor-German, at 504-671-3733.

Sincerely,

  
*(Yor)*

Garry L. Sweeney, Director  
Office of Fair Housing and Equal Opportunity  
Region VI

PRE-SUBPOENA

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

New Orleans Field Office  
Federal Building  
500 Poydras Street - 9th Fl.  
New Orleans, LA 70130

OFFICIAL BUSINESS  
PENALTY FOR PRIVATE USE, \$300

*J. Taylor-German*

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**

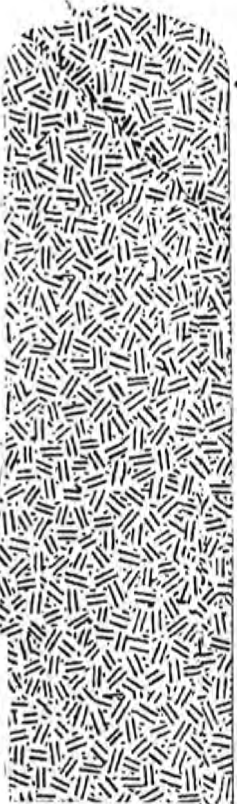


7010 3090 0001 2675 802J

First-Class Mail  
Postage & Fees Paid  
HUD  
Permit No. G-51

FHEO

NIXIE  
731 DE 1  
00 06/10/12  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
\*2557-07288-10-04  
Name \_\_\_\_\_



701030900001

BATON ROUGE

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chad Sites, Owner  
2220 E. 6th Street  
Tulsa, OK 74104

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  Right  Addressee
- B. Received by (Printed Name) \_\_\_\_\_
- C. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

*See Mail Labels*

3. Service Type  
 Certified Mail  
 Registered  
 Insured Mail  
 Express Mail  
 Return Receipt for Merchandise  
 C.O.D.

2. Article Number **#7581** 7010 3090 0001 2675 802J  
(Transfer from service label)

PS Form 3811 February 2004 Domestic Return Receipt 102595-02-M-1540



## Property Search

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Your search for names like **"REAL PROPERTY DYNAMICS"** found the following items. Click on a line to see the details for that property. Click on a column header to sort the results by that column.

Account #	Owner name	Street#	StreetDir	StreetName	StreetSuf
R12145940942740	REAL PROPERTY DYNAMICS INC	13912	E	15	ST S
R44250021213330	REAL PROPERTY DYNAMICS INC	5452	N	JOHNSTOWN	AV E
R13775021201010	REAL PROPERTY DYNAMICS INC	4957	N	HARTFORD	AV E
R25125033409880	REAL PROPERTY DYNAMICS INC	5914	E	LATIMER	ST N
R29650030703970	REAL PROPERTY DYNAMICS INC	1319	E	52	ST N
R32825933025950	REAL PROPERTY DYNAMICS INC	4811	S	UTICA	AV E
R32825933025990	REAL PROPERTY DYNAMICS INC	4812	S	VICTOR	AV E
R32825933026080	REAL PROPERTY DYNAMICS INC	4818	S	VICTOR	AV E
R29650030704880	REAL PROPERTY DYNAMICS INC	1386	E	52	ST N
R32825933026230	REAL PROPERTY DYNAMICS INC	4909	S	UTICA	AV E
R32825933026270	REAL PROPERTY DYNAMICS INC	4915	S	UTICA	AV E
R32825933026310	REAL PROPERTY DYNAMICS INC	4919	S	UTICA	AV E
R27250941804490	REAL PROPERTY DYNAMICS INC	2116	S	107	AV E
R28975032808700	REAL PROPERTY DYNAMICS INC	2217	N	LOUISVILLE	AV E
R40875021310620	REAL PROPERTY DYNAMICS INC	4342	N	ELGIN	AV E
R40875021310820	REAL PROPERTY DYNAMICS INC	4423	N	DETROIT	PL E
R41675033513650	REAL PROPERTY DYNAMICS INC	7134	E	MARSHALL	PL N
R41025020105270	REAL PROPERTY DYNAMICS INC	5908	N	GARRISON	PL E
R44200021104520	REAL PROPERTY DYNAMICS INC	4634	N	BOULDER	AV W
R44200021104530	REAL PROPERTY DYNAMICS INC	4630	N	BOULDER	AV W
R44300021217070	REAL PROPERTY DYNAMICS INC	628	E	54	PL N
R44300021217090	REAL PROPERTY DYNAMICS INC	618	E	54	PL N
R44225021210050	REAL PROPERTY DYNAMICS INC	617	E	52	PL N
R44200021104890	REAL PROPERTY DYNAMICS INC	4658	N	CHEYENNE	AV W
R44200021406170	REAL PROPERTY DYNAMICS INC	106	E	46	ST N
R53850020204160	REAL PROPERTY DYNAMICS INC	6229	N	DENVER	AV W
R53850020203420	REAL PROPERTY DYNAMICS INC	6340	N	ELWOOD	AV W
R01975033200550	REAL PROPERTY DYNAMICS INC	1041	N	GARY	PL E
R13775021201500	REAL PROPERTY DYNAMICS INC	4647	N	HARTFORD	AV E



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Your search for names like "**STITES CHAD**" found the following items. Click on a line to see the details for that property. Click on a column header to sort the results by that column.

Account #	Owner name	Street#	StreetDir	StreetName	StreetSuf
<b>R32825933025970</b>	STITES, CHAD	4811	S	UTICA	AV E
<b>R74965942006970</b>	STITES, CHAD F	3256	S	121	AV E
<b>R32825933026210</b>	STITES, CHAD F	4909	S	UTICA	AV E
<b>R58274833508790</b>	STITES, CHADLEY EVAN & SUSAN	7245	E	112	PL S





## Property Search

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**Quick Facts**

Account # R74965942006970  
 Parcel # 74965-94-20-06970  
 Situs address 3256 S 121 AV E  
 Owner name STITES, CHAD F  
 Fair market value 48,800  
 Last year's taxes \$724  
 Subdivision: BRIARGLEN EXT PRT RES A BRIARGLEN  
 Legal description Legal: LT 8 BLK 4  
 Section: 20 Township: 19 Range: 14



**General Information**

Situs address 3256 S 121 AV E  
 Owner name STITES, CHAD F  
 Owner mailing address 2220 E 6TH ST  
 TULSA, OK 74104  
 Land area † 0.18 acres / 7,657 sq ft  
 Tax rate T-9A [UNION]  
 Subdivision: BRIARGLEN EXT PRT RES A BRIARGLEN  
 Legal description Legal: LT 8 BLK 4  
 Section: 20 Township: 19 Range: 14  
 Zoning RES SINGLE-FAMILY HIGH DENSITY DISTRICT [RS3]

**Tax Information**

	2012	2013
Fair market value	\$48,800	—
Total taxable value (capped)	\$48,800	—
Assessment ratio	11%	—
Gross assessed value	\$5,368	—
Exemptions	\$0	—
Net assessed value	\$5,368	—
Tax rate	T-9A [UNION]	—
Tax rate mills	134.84	—*
Estimated taxes	\$724	—*
Most recent NOV	November 23, 2008	—

\* Estimated from 2012 millage rates

**Values**

	2012	2013
Land value	\$23,200	—
Improvements value	\$25,600	—
Fair market value	\$48,800	—

**Tax detail (2012 millages)**

	%	Mills	Dollars
City-County Health	1.9	2.58	\$13.85
City-County Library	3.9	5.32	\$28.56
Tulsa Technology Center	9.9	13.33	\$71.56
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.3	7.21	\$38.70
School Locally Voted	22.8	30.70	\$164.80
City Sinking	15.0	20.16	\$108.22
School County Wide Bldg	3.8	5.15	\$27.65
School County Wide ADA	3.0	4.00	\$21.47
School County Wide General	26.7	36.05	\$193.52
County Government	7.7	10.34	\$55.51

**Exemptions claimed**

	2012	2013
Homestead	—	—
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

**Improvements**

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	Baths	HVAC
1	Residential	Avg +	Average Plus	1967	1,072 SF	1	Slab	Frame Siding	Composition Shingle	1.1	Cool Air in Heat Ducts

**Sales/Documents**

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Mar 13, 1979				General Warranty Deed	No sale information is available 04386-01481

Images

Photo/sketch  
(Click to enlarge)



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## Property Search

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### Quick Facts

**Account #** R32825933026210  
**Parcel #** 32825-93-30-26210  
**Situs address** 4909 S UTICA AV E Unit #: 4909 A 3105  
**Owner name** STITES, CHAD F  
**Fair market value** 23,000  
**Last year's taxes** \$323  
 Subdivision: PERRY'S 27207 SUB  
**Legal description** Legal: LTS 1 2 & 3 & W/2 LT 4 LESS W5 LTS 1 2 & 3 PERRYS SUB 27207 TIMBERLANE APT HOMES UNIT 4909-A 1.49907 INT  
 Section: 30 Township: 19 Range: 13



### General Information

**Situs address** 4909 S UTICA AV E Unit #: 4909 A  
**Owner name** STITES, CHAD F  
**Owner mailing address** 2220 E 6TH ST  
 address TULSA, OK 74104  
**Land area** 0.00 acres / 0 sq ft  
**Tax rate** T-1A [TULSA]  
 Subdivision: PERRY'S 27207 SUB  
**Legal description** Legal: LTS 1 2 & 3 & W/2 LT 4 LESS W5 LTS 1 2 & 3 PERRYS SUB 27207 TIMBERLANE APT HOMES UNIT 4909-A 1.49907 INT  
 Section: 30 Township: 19 Range: 13  
**Zoning** MEDIUM DENSITY MULTI-FAMILY DISTRICT [RM2]

### Tax Information

	2012	2013
Fair market value	\$23,000	—
Total taxable value (capped)	\$23,000	—
Assessment ratio	11%	—
Gross assessed value	\$2,530	—
Exemptions	\$0	—
Net assessed value	\$2,530	—
Tax rate	T-1A [TULSA]	—
Tax rate mills	127.59	—*
Estimated taxes	\$323	—*
Most recent NOV	January 12, 2010	—

\* Estimated from 2012 millage rates

### Values

	2012	2013
Land value	\$4,500	—
Improvements value	\$18,500	—
Fair market value	\$23,000	—

### Tax detail (2012 millages)

	%	Mills	Dollars
City-County Health	2.0	2.58	\$6.53
City-County Library	4.2	5.32	\$13.46
Tulsa Technology Center	10.4	13.33	\$33.72
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.7	7.21	\$18.24
School Locally Voted	18.4	23.45	\$59.33
City Sinking	15.8	20.16	\$51.00
School County Wide Bldg	4.0	5.15	\$13.03
School County Wide ADA	3.1	4.00	\$10.12
School County Wide General	28.3	36.05	\$91.21
County Government	8.1	10.34	\$26.16

### Exemptions claimed

	2012	2013
<a href="#">Homestead</a>	—	—
<a href="#">Additional homestead</a>	—	—
<a href="#">Senior Valuation Limitation</a>	—	—
<a href="#">Veteran</a>	—	—

### Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Living*	Stories	Foundation	Exterior	Roof	Baths	HVAC
1	Condo	Good	Average	1973	712 SF	1	Slab	Frame Siding	Composition Shingle	1	Cool Air in Heat Ducts

### Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Aug 1, 1999			\$17,000	History	06262-01113
Jul 1, 1996			\$18,000	History	05827-00732
Nov 9, 2007	STITES, LYNDA M	STITES, CHAD F		Quit Claim Deed	2007126159

Images

Photo/sketch  
(Click to enlarge)



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3105



## Property Search

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### Quick Facts

**Account #** R32825933025970  
**Parcel #** 32825-93-30-25970  
**Situs address** 4811 S UTICA AV E Unit #: 4811 D 3105  
**Owner name** STITES, CHAD  
**Fair market value** 33,000  
**Last year's taxes** \$463  
 Subdivision: PERRY'S 27207 SUB  
**Legal description** Legal: LTS 1 2 & 3 & W/2 LT 4 LESS W5 LTS 1 2 & 3 PERRYS SUB 27207 TIMBERLANE APT HOMES UNIT 4811-D 1.96017 INT  
 Section: 30 Township: 19 Range: 13



### General Information

**Situs address** 4811 S UTICA AV E Unit #: 4811 D  
**Owner name** STITES, CHAD  
**Owner mailing address** 2220 E 6TH ST  
 TULSA, OK 741043234  
**Land area** † 0.00 acres / 0 sq ft  
**Tax rate** T-1A [TULSA]  
 Subdivision: PERRY'S 27207 SUB  
**Legal description** Legal: LTS 1 2 & 3 & W/2 LT 4 LESS W5 LTS 1 2 & 3 PERRYS SUB 27207 TIMBERLANE APT HOMES UNIT 4811-D 1.96017 INT  
 Section: 30 Township: 19 Range: 13  
**Zoning** MEDIUM DENSITY MULTI-FAMILY DISTRICT [RM2]

### Tax Information

	2012	2013
Fair market value	\$33,000	—
Total taxable value (capped)	\$33,000	—
Assessment ratio	11%	—
Gross assessed value	\$3,630	—
Exemptions	\$0	—
Net assessed value	\$3,630	—
Tax rate	T-1A [TULSA]	—
Tax rate mills	127.59	—*
Estimated taxes	\$463	—*
Most recent NOV	February 10, 2009	—

\* Estimated from 2012 millage rates

### Values

	2012	2013
Land value	\$5,900	—
Improvements value	\$27,100	—
Fair market value	\$33,000	—

### Tax detail (2012 millages)

	%	Mills	Dollars
City-County Health	2.0	2.58	\$9.37
City-County Library	4.2	5.32	\$19.31
Tulsa Technology Center	10.4	13.33	\$48.39
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.7	7.21	\$26.17
School Locally Voted	18.4	23.45	\$85.12
City Sinking	15.8	20.16	\$73.18
School County Wide Bldg	4.0	5.15	\$18.69
School County Wide ADA	3.1	4.00	\$14.52
School County Wide General	28.3	36.05	\$130.86
County Government	8.1	10.34	\$37.53

### Exemptions claimed

	2012	2013
<a href="#">Homestead</a>	—	—
<a href="#">Additional homestead</a>	—	—
<a href="#">Senior Valuation Limitation</a>	—	—
<a href="#">Veteran</a>	—	—

### Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable!	Stories	Foundation	Exterior	Roof	Baths	HVAC
1	Condo	Good	Average	1973	931 SF	1	Slab	Frame Siding	Composition Shingle	1	Cool Air in Heat Ducts

### Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Nov 1, 1999			\$24,000	Trustee's Deed	06334-00194
Feb 1, 1985			\$41,000	History	04847-00196

Declaration of Taylor-German  
Attachment C

\* Multiple parcel sale

Images

Photo/sketch  
(Click to enlarge)



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### Quick Facts

**Account #** R58274833508790  
**Parcel #** 58274-83-35-08790  
**Situs address** 7245 E 112 PL S BIXBY  
**Owner name** STITES, CHADLEY EVAN & SUSAN  
**Fair market value** 360,000  
**Last year's taxes** \$4,925  
 Subdivision: WOODCREEK  
**Legal description** Legal: LT 24 BLK 1



Section: 35 Township: 18 Range: 13

### General Information

**Situs address** 7245 E 112 PL S BIXBY  
**Owner name** STITES, CHADLEY EVAN & SUSAN  
**Owner mailing address** 7245 E 112 PL BIXBY, OK 74008  
**Land area** † 0.21 acres / 9,297 sq ft  
**Tax rate** BI-4A [BIXBY]  
 Subdivision: WOODCREEK  
**Legal description** Legal: LT 24 BLK 1  
 Section: 35 Township: 18 Range: 13  
**Zoning** RES SINGLE-FAMILY HIGH DENSITY DISTRICT [RS3]

### Tax Information

	2012	2013
Fair market value	\$360,000	—
Total taxable value (capped)	\$360,000	—
Assessment ratio	11%	—
Gross assessed value	\$39,600	—
Exemptions	\$0	—
Net assessed value	\$39,600	—
Tax rate	BI-4A [BIXBY]	—
Tax rate mills	124.36	—*
Estimated taxes	\$4,925	—*
Most recent NOV	March 13, 2012	—

\* Estimated from 2012 millage rates

### Values

	2012	2013
Land value	\$78,000	—
Improvements value	\$282,000	—
Fair market value	\$360,000	—

### Tax detail (2012 millages)

	%	Mills	Dollars
City-County Health	2.1	2.58	\$102.17
City-County Library	4.3	5.32	\$210.67
Tulsa Technology Center	10.7	13.33	\$527.87
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.8	7.21	\$285.52
School Locally Voted	21.6	26.88	\$1,064.45
City Sinking	10.9	13.50	\$534.60
School County Wide Bldg	4.1	5.15	\$203.94
School County Wide ADA	3.2	4.00	\$158.40
School County Wide General	29.0	36.05	\$1,427.58
County Government	8.3	10.34	\$409.46

### Exemptions claimed

	2012	2013
<a href="#">Homestead</a>	—	—
<a href="#">Additional homestead</a>	—	—
<a href="#">Senior Valuation Limitation</a>	—	—
<a href="#">Veteran</a>	—	—

### Improvements

Bldg ID#	Property type	Condition	Quality	Year built	Livable†	Stories	Foundation	Exterior	Roof	Baths	HVAC
1	Residential	Avg	Average Plus	2008	3,466 SF	1.5	Slab	Frame Brick Veneer	Composition Shingle	3.2	Cool Air in Heat Ducts

### Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Oct 28, 2011	RCB BANK INC	STITES, CHADLEY EVAN & SUSAN	\$315,000	Special Warranty Deed	2011096340
Jun 1, 2007	PARK PLACE PARTNERS LLC	WALKER, ROBERT C	\$90,000	General Warranty Deed	2007079659
Mar 1, 2006	81ST & MEMORIAL LLC	PARK PLACE PARTNERS LLC	\$0*	History	2006029660
Jul 29, 2011	TULSA COUNTY SHERIFF	RCB BANK INC		Sheriff's Deed	2011064782

Declaration of Taylor-German  
Attachment C

Images

Photo/sketch  
(Click to enlarge)



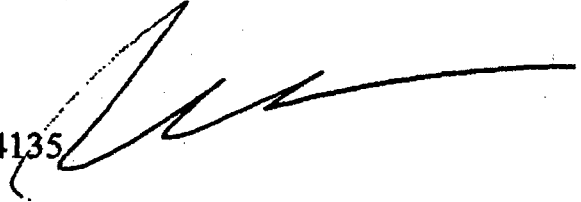
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Memo to: Ramona Hunter

Memo from: Chad Stites, President  
Real Property Dynamics Inc  
[redacted] East 33<sup>rd</sup> ST - Tulsa, OK 74135  
918 [redacted]



RE: Purchase of property

[redacted] As discussed with you this morning, I purchased the condo unit in which you reside from C [redacted] C [redacted] on August the 12<sup>th</sup>. A copy of the deed is attached to this memo.

All future rent payments are to be paid to REAL PROPERTY DYNAMICS INC - using the address above.

All rental payments are due on the first and considered late after the 5<sup>th</sup>. Your cooperation will be appreciated.

Chad Stites, REALTOR



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call/Cont	Account	Officer	Initials
\$250,000.00	07/23/2008	07/23/2009	2008	21	13720	023	JYS

Reference in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Real Property Dynamics, Inc.  
 3400 E. 32nd Street  
 Tulsa, OK 74135

**Lender:** THE F&M BANK & TRUST COMPANY  
 Ulco Branch  
 1824 S. Ulco  
 (P.O. Box 4600 - 74168)  
 Tulsa, OK 74104  
 (918) 744-4330

**Principal Amount: \$250,000.00**

**Date of Note: July 23, 2008**

**PROMISE TO PAY.** Real Property Dynamics, Inc. ("Borrower") promises to pay to THE F&M BANK & TRUST COMPANY ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Fifty Thousand & 00/100 Dollars (\$250,000.00), together with interest on the unpaid principal balance from July 23, 2008, until paid in full.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the index, Borrower will pay this loan in 11 regular payments of \$3,190.94 each and one irregular last payment estimated at \$242,076.83. Borrower's first payment is due August 23, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on July 23, 2009, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the current floating adjustable Prime Lending Rate (as hereinafter defined) at all times ("The Prime Lending Rate of interest shall mean the prime rate published by the Wall Street Journal, Southwest Edition, in its Money Rates columns as the prime rate or base rate on corporate loans at large U.S. money center commercial banks or a similar rate if such rate ceases to be published. If the Prime Lending Rate of interest is no longer announced or established for any reason, the Bank may select as the alternative Prime Lending Rate such other announced and established prime or base rate for corporate loans of a New York, New York money center bank that Bank deems in its sole discretion to be most comparable to the no longer published Prime Lending Rate.) (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.800% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.500 percentage points over the Index, resulting in an initial rate of 6.800% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$7.50. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: THE F&M BANK & TRUST COMPANY, Ulco Branch, 1824 S. Ulco, (P.O. Box 4600 - 74168), Tulsa, OK 74104.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged \$22.08.

**INTEREST AFTER DEFAULT.** Upon default, at Lender's option, and if permitted by applicable law, Lender may add any unpaid accrued interest to principal and such sum will bear interest therefrom until paid at the rate provided in this Note (including any increased rate). Upon default, the interest rate on this Note shall be increased to 45.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Exhibit A 1

**PROMISSORY NOTE  
(Continued)**

Page 2

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insolvency.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oklahoma.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or other payment order including any preauthorized charge with which Borrower pays is later dishonored.

**COLLATERAL.** Borrower acknowledges this Note is secured by various 1-4 residential real estate properties in accordance with those certain mortgages dated 10-3-02, 5-8-02, 6-4-04, 2-9-05, 4-22-05, 6-28-05, 7-9-07, and 7-23-08. All collateral cross pledged.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: The FHM Bank & Trust Company 1530 S. Harvard Tulsa, OK 74112.

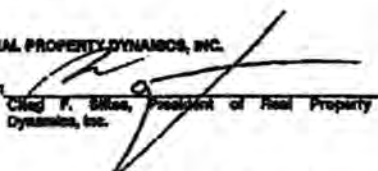
**GENERAL PROVISIONS.** This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forego enforcing any of its rights or remedies under this Note without being them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**REAL PROPERTY DYNAMICS, INC.**

By:   
Craig F. Sikes, President of Real Property  
Dynamics, Inc.

ARMORISED Lending, Inc. 2425 SHAW Way, Grand Prairie, Texas, 75042, (972) 419-9999. © 2011 ARMORISED LENDING, INC. All Rights Reserved. 1-800-ARMORISED LENDING. T8-041348

Exhibit A 2



# F&M BANK

## DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No.	Case No.	Account	Officer	Initials
\$250,000.00	07-23-2008	07-23-2009	059416	21	13720	023	BT

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
 Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** Real Property Dynamics, Inc. [REDACTED]  
 3408 E. 33rd Street  
 Tulsa, OK 74138

**Lender:** THE F&M BANK & TRUST COMPANY  
 Union Branch  
 1204 E. Ullice  
 (P.O. Box 4898 - 74139)  
 Tulsa, OK 74104  
 (918) 766-1330

**LOAN TYPE.** This is a Variable Rate Nondisclosable Loan to a Corporation for \$250,000.00 due on July 23, 2009. The reference rate (current floating adjustable Prime Lending Rate (as hereinafter defined) at all times ("The Prime Lending Rate of Interest shall mean the prime rate published by the Wall Street Journal, Southwest Edition, in its Money Rates columns as the prime rate or base rate on corporate loans at large U.S. money center commercial banks or a similar rate if such rate ceases to be published. If the Prime Lending Rate of Interest is no longer announced or established for any reason, the Bank may select as the alternative Prime Lending Rate such other announced and established prime or base rate for corporate loans of a New York, New York money center bank that Bank deems in its sole discretion to be most comparable to the no longer published Prime Lending Rate.), currently 6.000%) is added to the margin of 1.500%, resulting in an initial rate of 8.500.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:

Personal, Family, or Household Purpose or Personal Investment.

Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: Establish amortizing note, position of #69861.

**FLOOD INSURANCE.** As reflected on Flood Map No. 40143C0335H dated 09-22-1999, for the community of Tulsa, the property that will secure the loan is not located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. Therefore, although flood insurance may be available for the property, no special flood hazard insurance protecting property not located in an area having special flood hazards is required by law for this loan at this time.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$250,000.00 as follows:

Amount paid to others on Borrower's behalf	\$250,000.00
\$250,000.00 to The F&M Bank - Principal payment on note #69861	
<b>Note Principal:</b>	<b>\$250,000.00</b>

**CHARGES PAID IN CASH.** Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$0.00
Other Charges Paid in Cash:	\$1,044.00
\$40.00 Recording Fees	
\$10.00 Certification & Preservation Fees	
\$224.00 Flood Certification	
\$720.00 Title Search	
\$50.00 Mortgage Tax .02	
<b>Total Charges Paid in Cash:</b>	<b>\$1,044.00</b>

**FINANCIAL CONDITION.** BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 23, 2008.

Exhibit A 3

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**DISBURSEMENT REQUEST AND AUTHORIZATION  
(Continued)**

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Page 2

**BORROWER:**

**REAL PROPERTY DYNAMICS, INC.**

By:   
Chad K. Jones, President of Real Property  
Dynamics, Inc.

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Loan and Closing Fee \$4,000.00. Orig. Serv. Period Expires on 10/2/2013. © 2013 Property Dynamics, Inc. All rights reserved. 1-800-849-8888/PROPERTYDYNAMICS.COM

Exhibit A 4

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From: Metropolitan Fair Housing OKC 4052325119 01/17/2013 18:23 #485 P.002/004

RT-L Br [redacted] C [redacted] U [redacted] 8-1-03  
Cushing 74023 225- [redacted]  
Form 315-91, Copyright © by BURKHARDT'S Legal Forms (Since 1909) - Tulsa, OK  
new mngn 8/07/  
E [redacted] W [redacted] 261- [redacted]  
Residence or Apartment Lease  
Chad Stiles

STATE OF OKLAHOMA  
County of Tulsa

THIS LEASE is made between  
(hereinafter called Lessor, whether one or more), and  
Ramona E Hunter  
(hereinafter called Lessee, whether one or more).

WITNESSETH that Lessor, for and in consideration of the sum of 495 Dollars, to Lessee, presents, demises, leases and reat, for a period of 1 year lease 2003  
from the 1st day of August, 2003 to Lessee, the following described property, to wit:

4912 S Victoria Condo - #1B Tulsa, Ok Mos.

LESSOR, for and in consideration of the use and possession of said premises for said period, does hereby agree to pay unto Lessor, the sum of 495 Dollars, (\$ 495.00)  
said sum to be paid in the following amounts and at the time herein designated, to-wit: owner pays utilities except phone  
On the 1st day of Every month, the sum of 495 Dollars  
(495), and on the 1st day of each and every month thereafter, the sum of 495 Dollars  
with interest on the unpaid balance at the rate of 495 x 12 Dollars (\$ 495 x 12)

LESSOR further agrees to keep and maintain all portions of the building let to Lessee by the terms of this contract in as good state of repair as the same are turned over to Lessee. This means woodwork, walls, floor, ceiling, windows, screens, doors, shades, electric and plumbing equipment, all of which shall be inspected by the Property Manager on notice from the tenant of intent to vacate, and in no event will this lease terminate unless the foregoing is acceptable to the Property Manager, or agent of the owner. Normal use without evident tears will not constitute violation hereof.

LESSEE further agrees to be responsible and to pay for the repair of any damage done to any of the buildings or grounds by any of Lessor's family or guests.

LESSEE agrees to hold said Lessor ~~free~~ from any and all expense, for lights, heat or any other expense incident to the occupancy of said property.

LESSEE further agrees to abide by all rules and regulations as posted in each residence or apartment.

LESSEE shall not engage, or allow any other person, pet or animal to engage in any conduct that will disturb the quiet and peaceful enjoyment of the other tenants, Lessor, or the neighbors of Lessee, or use the premises for any purpose whatsoever which violates the laws of the United States, the State of Oklahoma, or the City of Tulsa.

IT IS UNDERSTOOD AND AGREED, that time is the essence of this contract. Should Lessee default in the payment of any installment or the principal sum herein named, the total principal sum shall become immediately due and payable and the Lessor shall be entitled to the possession of the premises, at Lessor's option, and shall have a lien on the property of Lessee therein as provided in the Oklahoma Real Estate Law and Lessee shall have the right to store and/or dispose of said property in accordance with said Act and hereafter Lessee shall be liable to Lessor for any amounts uncollected from such disposition and the expenses therefor including a reasonable attorney's fee.

IT IS FURTHER UNDERSTOOD AND AGREED that the property herein leased will be used for residential purposes only, and for no other object or purpose, and this lease shall not be assigned or sublet without the written consent of Lessor.

IT IS FURTHER PROVIDED that in the event of the assignment to creditors by Lessee, or the institution of bankruptcy proceedings against the Lessee, such events, or either of them, shall forthwith and of itself cancel and hold for naught this lease, and all of the rights thereunder, and possession of said property shall immediately, by such act or acts, pass to Lessor, at Lessor's option.

LESSEE further agrees that after the expiration of the time given in this lease, to-wit:  
the 1st day of August, 2003, without notice from Lessor, to give possession of said residence or apartment to said Lessor, and upon Lessor's failure to do so shall become liable to Lessor for double the rental provided above. Should it become necessary for Lessor to employ an attorney to enforce the terms of this lease, Lessee agrees to pay a reasonable attorney's fee.

1 dog ok no dog over 40 lbs  
\_\_\_\_\_

NOTICE AND SERVICE upon the Lessor shall be made upon \_\_\_\_\_ whose address is \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands this 1 day of August, 2003.  
By [Signature] Lessor By Ramona Hunter Lessee  
[Signature] [Signature] [Signature]  
Owner Partner  
Cushing 74023

Tulsa County Clerk - EARLENE WILSON  
Doc # 2009085536 Page(s): 1  
Recorded 08/17/2009 at 10:20 AM  
Receipt # 163934 Fee \$13.00  
Doc Stamps: \$42.00  
Mailing Address: 3400 East 35<sup>th</sup> St, Tulsa, OK 74135  
Documentary Stamps: 42.00

### GENERAL WARRANTY DEED

THIS INDENTURE, Made this 12th day of August, 2009 between, Coretta Crousen, a single person, party of the first part, and Real Property Dynamics, Inc, party of the second part. WITNESSETH, That in consideration of the sum of \*\*\* TEN \*\*\* DOLLARS, and other good and valuable considerations, receipt whereof is hereby acknowledged, said party of the first part does by these presents grant, bargain, sell and convey, the following described real estate situated TULSA County, State of Oklahoma, to-wit:

Unit 4812-B, TIMBERLANE APARTMENT HOMES, being a part of the following described property to-wit:

All of Lots One (1), Two (2), Three (3), and the West Half (W/2) of Lot Four (4), PERRY'S 27207 SUB-DIVISION, Tulsa County, State of Oklahoma, according to the Recorded Plat No. 764.

TO HAVE AND TO HOLD together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever. And said party of the first part, his/her heirs, successors, grantees, executors, and administrators, does hereby covenant and agree to and with said party of the second part that, at the delivery of these presents, he/she is lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments and encumbrances of whatsoever nature and kind, EXCEPT: Easements, building restrictions of record and special assessments not yet due; and that party grantor will WARRANT AND FOREVER DEFEND the same unto said party of the second part, her heirs, successors and assigns against said party of the first part, his/her heirs, successors and assigns, and all and every person or persons whomsoever, lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, party of the first part, has executed or caused to be executed this instrument the day and year first above written.

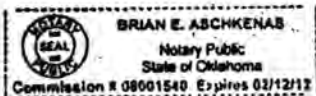
Coretta Crousen  
Coretta Crousen

STATE OF OKLAHOMA )  
County of Tulsa ) ss. (Individual Acknowledgment)

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of August, 2009: personally appeared Coretta Crousen, a single person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF: I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires: 02/12/12  
Commission #: 09001540

Mrs. C. Arckens



After recording, return to:  
Midwest Title Service, Inc.  
2642 E. 21st St. Suite 120  
Tulsa, OK 74114

From: Metropolitan Fair Housing OKC

4052325119

01/17/2013 18:25

#486 P.002/002

**We have moved!**

**Please deliver or mail payments  
to our NEW address ONLY**

**Our new address is**

**2220 E. 6<sup>th</sup> Street Tulsa, OK 74104**

**(just West of Lewis on 6<sup>th</sup> St.)**

**(we sit back off of the road on the South  
side of 6<sup>th</sup> street)**

**Thank You,**

**Real Property Dynamics, INC.  
918/645-2148**



# Assessor KEN YAZEL

## Property Search

The Tulsa County Assessor's Office has made every effort to insure the accuracy of the data contained on this web site; however, this material may be slightly dated which could have an impact on its accuracy.

The information must be accepted and used by the recipient with the understanding that the data was developed and collected only for the purpose of establishing fair market value for ad valorem taxation. Although changes may be made periodically to the tax laws, administrative rules and similar directives, these changes may not always be incorporated in the material on this web site.

The Tulsa County Assessor's Office assumes no liability for any damages incurred, whether directly or indirectly, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information published on this web site or by any use of this web site.

### Quick Facts

Account # R32825933025990  
 Parcel # 32825-93-30-25990  
 Situs address 4812 S VICTOR AV E Unit #: 4812 B 3105  
 Owner name REAL PROPERTY DYNAMICS INC  
 Fair market value 28,000  
 Last year's taxes \$393  
 Subdivision: PERRY'S 27207 SUB  
 Legal description Legal: LTS 1 2 & 3 & W/2 LT 4 LESS W5 LTS 1 2 & 3 PERRYS SUB 27207 TIMBERLANE APT HOMES UNIT 4812-B 1.49907 INT  
 Section: 30 Township: 19 Range: 13



### General Information

Situs address 4812 S VICTOR AV E Unit #: 4812 B  
 Owner name REAL PROPERTY DYNAMICS INC  
 Owner mailing 2220 E 6TH ST  
 address TULSA, OK 74104  
 Land area 0.00 acres / 0 sq ft  
 Tax rate T-1A (TULSA)  
 Subdivision: PERRY'S 27207 SUB  
 Legal description Legal: LTS 1 2 & 3 & W/2 LT 4 LESS W5 LTS 1 2 & 3 PERRYS SUB 27207 TIMBERLANE APT HOMES UNIT 4812-B 1.49907 INT  
 Section: 30 Township: 19 Range: 13  
 Zoning MEDIUM DENSITY MULTI-FAMILY DISTRICT [RM2]

### Tax Information

	2012	2013
Fair market value	\$28,000	—
Total taxable value (capped)	\$28,000	—
Assessment ratio	11%	—
Gross assessed value	\$3,080	—
Exemptions	\$0	—
Net assessed value	\$3,080	—
Tax rate	T-1A (TULSA)	—
Tax rate mills	127.59	—*
Estimated taxes	\$393	—*
Most recent NOV	January 12, 2010	

\* Estimated from 2012 millage rates

### Values

	2012	2013
Land value	\$4,500	—
Improvements value	\$23,500	—
Fair market value	\$28,000	—

### Tax detail (2012 millages)

	%	Mills	Dollars
City-County Health	2.0	2.58	\$7.95
City-County Library	4.2	5.32	\$16.39
Tulsa Technology Center	10.4	13.33	\$41.06
Emergency Medical Service	0.0	0.00	\$0.00
Tulsa Community College	5.7	7.21	\$22.21
School Locally Voted	18.4	23.45	\$72.23
City Sinking	15.8	20.16	\$62.09
School County Wide Bldg	4.0	5.15	\$15.86
School County Wide ADA	3.1	4.00	\$12.32
School County Wide General	28.3	36.05	\$111.03
County Government	8.1	10.34	\$31.85

### Exemptions claimed

	2012	2013
Homestead	—	—
Additional homestead	—	—
Senior Valuation Limitation	—	—
Veteran	—	—

### Improvements

Blg ID#	Property type	Condition	Quality	Year built	Usable SF	Stories	Foundation	Exterior	Roof	Brick	HVAC
1	Condo	Good	Average	1973	712 SF	1	Slab	Frame Siding	Composition Shingle	1	Cool Air in Heat Ducts

### Sales/Documents

Date	Grantor	Grantee	Price	Doc type	Book-Page/Doc#
Aug 12, 2009	C [REDACTED]	REAL PROPERTY DYNAMICS INC	\$28,000	General Warranty Deed	2009085535
Apr 1, 1992	C [REDACTED]		\$12,000	Warranty Deed	05395-01510

BEFORE THE REAL ESTATE APPRAISER BOARD  
STATE OF OKLAHOMA

IN THE MATTER OF CHAD STITES,            )  
Disciplinary Hearing,                        )     Complaint No. 05-039  
  )  
Respondent.                                 )

CONSENT ORDER

This Order is an agreement between Chad Stites (hereinafter referred to as "Respondent") and the Oklahoma Real Estate Appraiser Board (hereinafter referred to as the "Board"). Respondent is represented by James S. Matthews, Jr., attorney at law, and the Board is represented by Stephen McCaleb, in his capacity as prosecutor for the Board. Respondent and the Board agree and consent as follows:

JURISDICTION

1. The Board has jurisdiction in this matter pursuant to the provisions of the Oklahoma Real Estate Appraisers Act, OKLA. STAT. TIT. 59, §§858-700 *et seq.*
2. The proceedings in this matter were conducted pursuant to the Oklahoma Real Estate Appraisers Act, OKLA. STAT. TIT. 59, §§858-700 *et seq.* and the Oklahoma Administrative Procedures Act, OKLA. STAT. TIT. 75, §§301 *et seq.*
3. Respondent is licensed with the Oklahoma Real Estate Appraiser Board holding license number 10201.

The Board and Respondent consent to the following Agreed Facts, Agreed Violations of Law and Agreed Settlement of this matter:

AGREED FACTS

TULSA COUNTY CASE #CJ-2001-220

4. On May 16, 2001, Respondent and his appraisal team valued a property located at 28 E. 50<sup>th</sup> Ct. North in Tulsa County (the "Property") for a sheriff's sale; said matter was styled as Tulsa County case #CJ-2001-220.
5. For this valuation, Respondent took an "Oath of Appraisers" in which he swore that he was a disinterested person. He made the same assertion of disinterest upon the "Appraiser's Return" form. Both of these sworn statements are dated May 16, 2001.
6. On June 28, 2001, Real Property Dynamics, Inc. purchased the property at a public auction for the amount of \$18,500.00.

7. At the time of the sheriff's sale and confirmation of the sheriff's sale Respondent was President, a director and the sole shareholder of Real Property Dynamics, Inc., an Oklahoma corporation.
8. That the full amount of the purchase price was remitted to the Tulsa County Court Clerk.

TULSA COUNTY CASE #CM-2004-2536

9. On May 7, 2004, a Misdemeanor Information was filed against Respondent by the Tulsa County District Attorney charging him with the crime of ILLEGALLY PURCHASING PROPERTY.
10. On July 20, 2004, Respondent pled nolo contendere to the charge of ILLEGALLY PURCHASING PROPERTY, in the District Court in and for Tulsa County, Oklahoma, in case styled as CM-2004-2536. Respondent received a one year deferred sentence for the offense.
11. On July 20, 2005, said plea was expunged pursuant to Title 22 O.S. §991(c).

AGREED VIOLATIONS OF LAW

12. That Respondent has violated 59 O.S. § 858-723(A)(13), in that Respondent violated 59 OKLA. STAT. TIT. § 858-732(A)(1), which provides that:
  - A. All appraisers certified or licensed pursuant to the Oklahoma Certified Real Estate Appraisers Act must conduct all real property valuations in conformance with the following:
    1. An appraiser must perform ethically and competently and not engage in conduct that is unlawful, unethical or improper. An appraiser who could reasonably be perceived to act as a disinterested third party in rendering an unbiased real property valuation must perform assignments with impartiality, objectivity and independence and without accommodation of personal interests.

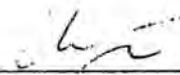
AGREED SETTLEMENT

Based on the foregoing, the Board and Respondent consent to the issuance of the following in settlement of this matter:

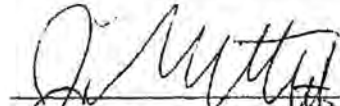
13. That Respondent waives the right to hearing, any appellate relief and any procedural rights afforded to him pursuant to the Oklahoma Real Estate Appraisers Act.
14. That Respondent's license is hereby suspended for a period of thirty (30) days and said suspension shall be consistent with the terms of OAC 600:15-1-15.

IT IS SO ORDERED on this \_\_\_\_ day of \_\_\_\_\_, 2005.

APPROVED BY:

  
\_\_\_\_\_  
CHAD STITES, RESPONDENT

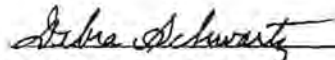
10/3/05  
Date

  
\_\_\_\_\_  
JAMES S. MATTHEWS, JR. #5784  
Attorney for Respondent


10-5-05  
Date

  
\_\_\_\_\_  
KIM HOLLAND, CHAIRPERSON  
Real Estate Appraiser Board

10-11-05  
Date

  
\_\_\_\_\_  
DEBRA SCHWARTZ, Asst. Attorney General  
Counsel to the Real Estate Appraiser Board

10-12-05  
Date

  
\_\_\_\_\_  
STEPHEN McCALEB  
Real Estate Appraiser Board Prosecutor

10-5-05  
Date

**CERTIFICATE OF MAILING**

I, George R. Stirman III, hereby certify that a true and correct copy of the above and foregoing Consent Order was mailed postage prepaid by certified mail with return receipt requested on this 13th day of October, 2005, to:

Chad F. Stites  
c/o James S. Matthews Jr.  
3524 NW 50th St  
Oklahoma City, OK 73112

**CERTIFIED NUMBER**  
**7001 0320 0004 0219 8854**

and that copies were mailed by first class mail to:

Stephen L. McCaleb, Derryberry Law Firm, 4800 N. Lincoln Blvd, Oklahoma City, OK 73105;  
Joann Stevenson, Asst Atty General, 4545 N Lincoln Blvd, Ste 260, Oklahoma City, OK 73105;  
Donald H. Justice, Hearing Panel Member, PO Box 988, Watonga, OK 73772;  
H.E. "Ted" Smith, Alternate Hearing Panel Member, 121 S. Duck, Stillwater, OK 74074;  
Michael C. Prochaska, 3857 State Hwy 92, Chickasha, OK 73018; and  
David W. Story, Alternate Hearing Panel Member, PO Box 985, Woodward, OK 73802.



**GEORGE R. STIRMAN III, Director**  
Real Estate Appraiser Board