



Whereas, following the receipt from Meadowlark of a settlement offer, the interests of the United States and the interests of Ms. Cholvin have diverged with respect to the remedies being sought herein, and, therefore, the United States has advised Ms. Cholvin that it will no longer pursue a claim on her behalf;

Whereas, the defendant does not admit to the allegations in the complaint, does not admit any wrongdoing or liability, and maintains that it complied with its obligations under the Fair Housing Act;

Whereas, the defendant and the United States wish to avoid costly and protracted litigation and agree to resolve the United States' participation in this action without further litigation, the parties therefore have entered into this stipulation as indicated by the signatures appearing below.

ACCORDINGLY, it is hereby stipulated and agreed, by and between plaintiff United States of America and defendant Meadowlark Manor Condominium Association, that:

1. Meadowlark shall allow the ramp that has been installed at the rear entrance to the condominium building where Susan A. Cholvin resides, located at 2106 Colony Court, Beloit, Wisconsin, to remain there as long as Ms. Cholvin resides in the building. Meadowlark also shall be responsible for maintaining the ramp in good repair, as long as Ms. Cholvin is a resident of said building.

2. Meadowlark shall comply with the provisions of the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1998, 42 U.S.C. §§ 3601 *et seq.*

3. Meadowlark shall not coerce, intimidate, threaten, or interfere with any person who exercises, or has exercised, his or her rights under the Fair Housing Act, including Ms. Cholvin.

4. Except as specifically set forth herein, this stipulation is not intended to alter or limit the powers and authority granted to Meadowlark under the association's bylaws, nor is it intended to alter or limit Meadowlark's rights under state or federal law.

5. The United States shall be dismissed as plaintiff in this case with prejudice and without costs or fees, but with the understanding that Ms. Cholvin may move to intervene as plaintiff for the purpose of pursuing additional relief against Meadowlark resulting from matters alleged in the complaint herein. Meadowlark will not oppose any request by Ms. Cholvin to intervene for this purpose.

March 10, 2005

Date

/s/Jon W. Groessler

JON W. GROESSL  
Attorney for Meadowlark Manor  
Condominium Association

STEPHEN P. SINNOTT  
Acting United States Attorney

By:

March 15, 2005

Date

/s/Richard D. Humphrey

RICHARD D. HUMPHREY  
Assistant United States Attorney