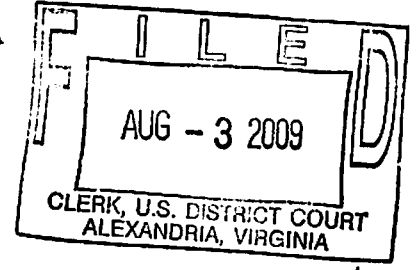


UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION



UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 SUMMERLAND HEIGHTS GP, L.L.C.; )  
 SUMMERLAND HEIGHTS II GP, L.L.C.; )  
 SUMMERLAND HEIGHTS, L.P.; )  
 SUMMERLAND HEIGHTS II, L.P.; )  
 CHARLES P. JOHNSON & )  
 ASSOCIATES, INC.; AND MARLYN )  
 DEVELOPMENT CORPORATION. )  
 )  
 Defendants. )

Civil Action No. 1:09CV860-JCC/IDD

CONSENT DECREE

1. This Consent Decree is entered between the United States of America and Defendants Summerland Heights GP, L.L.C., Summerland Heights II GP, L.L.C., Summerland Heights, L.P., Summerland Heights II, L.P., (the "Summerland Heights Defendants"), Charles P. Johnson & Associates, Inc., ("CPJ") and the Marlyn Development Corporation ("Marlyn"). It is entered into for the limited purpose of settling this action and nothing in this Consent Decree shall be construed as an admission of liability by any of the Defendants.

2. The United States has filed this lawsuit to enforce the provisions of Title VIII of the Civil Rights Act of 1968 ("the Fair Housing Act"), as amended, 42 U.S.C. §§ 3601 *et seq.*, and Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181-12189 ("the ADA"). Specifically, the United States alleges that the Defendants have engaged in a pattern or practice of discrimination against persons with disabilities and denied rights to a group of persons because of disability by failing to design and construct an apartment complex in Woodbridge,

Virginia -- Summerland Heights, (the "Subject Property") -- with the features of accessible and adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C).

3. The Subject Property is a rental property located at 13671 Cidercrest Place, Woodbridge, Virginia. There are 12 residential buildings the majority of which have four stories on one side and three stories on the other side, with a separate rental office/clubhouse. There are a total of 318 units in the complex, of which 24 are ground floor dwellings covered by the Fair Housing Act ("Covered Dwelling Units") as set forth in Appendix B. Due to the areas of site impracticality identified on this Subject Property, only 24 of the ground floor dwelling units at the Subject Property are Covered Dwelling Units. This complex was designed and constructed for first occupancy after March 13, 1991, and is therefore subject to the accessible design and construction requirements of 42 U.S.C. § 3604(f)(3)(C).

4. The United States also alleges that the Summerland Defendants violated Title III of the ADA by failing to design and construct the rental office at the Subject Property to be readily accessible to and usable by individuals with disabilities as required by 42 U.S.C. § 12183(a)(1) and the implementing regulations issued by the Department of Justice, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A (the Standards). The rental office at this complex was designed and constructed for first occupancy after January 26, 1993, and is a "place of public accommodation" within the meaning of Section 301(7)(E) of the ADA, 42 U.S.C. § 12181(7)(E).

## **II. DEFENDANTS**

5. Summerland Heights GP, L.L.C., is a developer of Summerland Heights Phase I and was involved in the development and construction of Phase I of Summerland Heights.

Summerland Heights GP, L.L.C., was organized under the laws of the Commonwealth of Virginia and has its principal place of business in Norfolk, Virginia.

6. Summerland Heights II GP, L.L.C., is a developer of Summerland Heights Phase II and was involved in the development and construction of Phase II of Summerland Heights. Summerland Heights GP, L.L.C., was organized under the laws of the Commonwealth of Virginia and has its principal place of business in Norfolk, Virginia.

7. Summerland Heights, L.P., is an owner of Summerland Heights Phase I and was involved in the development and construction of Phase I of Summerland Heights. Summerland Heights, L.P., was organized under the laws of the Commonwealth of Virginia and has its principal place of business in Norfolk, Virginia.

8. Summerland Heights II, L.P., is an owner of Summerland Heights Phase II and was involved in the development and construction of Phase II of Summerland Heights. Summerland Heights II, L.P., was organized under the laws of the Commonwealth of Virginia and has its principal place of business in Norfolk, Virginia.

9. CPJ is an engineering firm licensed to do business in the Commonwealth of Virginia, with its principal place of business in Silver Spring, Maryland. It provided engineering design services for the Subject Property.

10. Marlyn was the general contractor for the Subject Property, and it was responsible for the construction of the Subject Property. Marlyn was organized under the laws of the Commonwealth of Virginia and has its principal place of business in Virginia Beach, Virginia.

### **III. RELEVANT REQUIREMENTS OF THE FAIR HOUSING ACT AND THE AMERICANS WITH DISABILITIES ACT**

11. The Fair Housing Act provides that, for non-elevator residential buildings with four or more dwelling units, all ground floor units that are designed and constructed for first occupancy after March 13, 1991, are “covered units” and must include certain basic features of accessible and adaptable design to make such units usable by a person who has or who develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).

12. The accessible and adaptable design provisions of the Fair Housing Act require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; and (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). These features are referenced in this document as the “FHA accessible design requirements.”

13. The ADA requires that places of public accommodation designed and constructed for first occupancy after January 26, 1993 be readily accessible to and usable by individuals with disabilities. See 42 U.S.C. § 12183(a)(1), 28 C.F.R. Part 36, Appendix A.

#### **IV. ALLEGED VIOLATIONS AT THE SUBJECT PROPERTY**

14. The United States has surveyed the Subject Property and has identified alleged failures to meet the FHA accessible design requirements and the requirements of the ADA. For example, all of the Covered Dwelling Units have some alleged violation(s) of the FHA. Furthermore, many of the routes between parking and other public and common use areas and dwelling entrances are allegedly inaccessible because of excessive slopes, curbs or other barriers. The Defendants deny that they have failed to comply with the Fair Housing Act and the ADA and deny that they have any liability under these statutes. However, the Defendants have agreed to take the corrective measures designated below.

#### **V. CONSENT OF THE PARTIES TO ENTRY OF THIS CONSENT DECREE**

15. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, 42 U.S.C. § 3614(a) and 42 U.S.C. § 12188(b)(1)(B). The parties have negotiated a settlement such that the controversy will be resolved without further proceedings and without an evidentiary hearing. Accordingly, the parties have jointly consented to the entry of this Consent Decree as indicated by the signatures appearing below.

Therefore, it is hereby ORDERED, ADJUDGED and DECREED:

#### **VI. GENERAL INJUNCTION**

16. Defendants are hereby enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1)-(3).

17. The Summerland Defendants are hereby enjoined from discriminating on the basis of disability as prohibited by Title III of the ADA, 42 U.S.C. § 12183(a)(1).

## **VII. MODIFICATIONS OF THE SUBJECT PROPERTY**

### **(A) Public and Common Use Areas**

18. Within two years from the date of entry of this Consent Decree, the Defendants shall complete the modifications to the public and common use areas of the Subject Property as set forth in Appendix A-1. The Defendants shall pay all expenses associated with these modifications and shall attempt, in good faith, to minimize any inconvenience to the residents of the Subject Property. The Summerland Defendants shall provide notice to all residents of the Subject Property of the retrofits to the public and common use areas by delivering a "Notice" substantially in the form of Appendix C fifteen (15) days prior to beginning the retrofits.

### **(B) Covered Dwelling Units**

19. As soon as reasonably possible after entry of this Consent Decree, but in any event not more than eighteen (18) months from the date of entry of this Consent Decree, the Summerland Defendants and Marlyn shall complete the retrofits of the interiors of the covered dwelling units at the Subject Property as set forth in Appendices A-2 of this Decree, even if there has not been a vacancy in those units and even if the tenants have not requested any retrofits.

20. Within thirty (30) days of the entry of this Consent Decree, the Summerland Defendants shall provide notice to all residents of covered dwelling units at the Subject Property by delivering a notice substantially in the form of Appendix D informing them of the planned retrofits and offering them the opportunity to request that such retrofits be completed in the unit. Upon such request, the Summerland Defendants and Marlyn shall complete the retrofits as promptly as practical, but in any event, not later than ninety (90) days following the receipt of the written request.

21. The Summerland Defendants and Marlyn shall pay all expenses associated with the above modifications and shall attempt, in good faith, to minimize any inconvenience to the residents. In the event a resident of a unit scheduled to undergo such modification as required herein incurs undue inconvenience or hardship (defined as a required dislocation from the unit for more than twenty-four (24) hours consecutively), the Summerland Defendants and Marlyn will pay such resident the applicable government per diem rate for food and lodging for the local area for each day of undue inconvenience or hardship. Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident can use the money to obtain alternative living accommodations while dislocated.

22. The Summerland Defendants may not charge any additional rent, deposit or other fee for retrofits scheduled or completed in the covered dwelling units. However, nothing in this Consent Decree shall prevent the Summerland Defendants from imposing general rent increases that do not apply exclusively to covered dwelling units.

**(C) Inspection of Retrofits**

23. The Defendants shall enter into a contract with a neutral inspector approved by the United States (hereinafter "Inspector") to conduct on-site inspections of the retrofits that have been performed under this Consent Decree to determine if the retrofits have been completed in accordance with the specifications in Appendices A-1 and A-2. Such Inspector shall have expertise in the design and construction requirements of the Fair Housing Act and the ADA and its implementing regulations.

24. The Defendants may, at their option, submit drawings/plans of the required exterior retrofits to the Inspector, with a copy to the United States, for his review.

25. The inspections of the public and common use areas and the interiors of covered dwelling units shall take place no later than 60 days after the deadline for the completion of the required retrofits. The Defendants shall give the United States at least three (3) weeks notice of the inspections and shall give the United States an opportunity to have its representative present for the inspections.

26. The Inspector shall set out the results of each inspection, including deficiencies, if any, in writing, and shall send that report by mail and by fax to counsel for the United States<sup>1</sup> and the Defendants. If the inspection indicates that not all of the required retrofits have been made as specified in Appendices A-1 and A-2 within the time frame indicated in the construction schedule, the Defendants shall correct any deficiencies within a reasonable period as determined by the Inspector, subject to the approval of the United States. The Defendants shall pay for another inspection by the same Inspector to certify that the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the necessary modifications have been made. The Defendants shall pay all fees and costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice to the Defendants, representatives of the United States shall be permitted to inspect the modifications in accordance with this Consent Decree or the third-party inspection reports

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<sup>1</sup> For purposes of this Decree, all submissions to the United States or its counsel should be submitted to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W. - NWB, Washington, D.C. 20530, Attn: DJ# 175-70-147, or as otherwise directed by the United States.



provided for in this Consent Decree, to ensure compliance; provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

**(D) Sale or Transfer of an Ownership Interest in the Subject Property**

27. The sale or transfer of ownership, in whole or in part, of the Subject Property shall not affect the Summerland Defendants' obligations to retrofit the Subject Property as specified in this Consent Decree, unless they have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this Consent Decree to complete all required retrofits specified in Appendices A-1 and A-2. Should the Summerland Defendants decide to sell or transfer any ownership interest in the Subject Property, in whole or in part, prior to the completion of the required retrofits, they shall, at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective purchaser or transferee a copy of this Consent Decree, along with written notice that the Subject Property is subject to this Consent Decree, including specifically the Summerland Defendants' obligations to complete required retrofit work and to allow inspections, or to obtain the purchaser's or transferee's commitment, in writing, to be bound by the requirements of this Consent Decree; and (b) provide to the United States, by electronic and first class mail, written notice of its intent to sell or transfer ownership, along with a copy of the notice sent to each purchaser or transferee, and each purchaser's or transferee's name, address and telephone number.

**VIII. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION**

28. As set forth in the provisions of paragraph 12 above, all covered multifamily housing designed or constructed by the Defendants shall include an accessible route to the primary entrances of such covered dwellings.

29. The Summerland Defendants shall maintain and provide to the United States the following information and statements regarding any covered, multifamily dwellings intended to be developed, built, designed, and/or engineered in whole or in part, by them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a ten percent (10%) or larger ownership share. To satisfy this reporting obligation, the Summerland Defendants shall provide the following information to the United States thirty (30) days after entry of this Consent Decree, one year after entry of this Consent Decree, and then annually for the remainder of the term of this Consent Decree, with respect to any covered multifamily dwelling projects:

- (a) the name and address of the multifamily dwelling projects;
- (b) a description of the project and the individual units;
- (c) the name, address and telephone number of any site engineer(s) and/or civil engineer(s) involved with the project;
- (d) a statement from all site engineers and/or civil engineers involved with the project acknowledging the requirements of Section 804(f)(3)(C) of the Fair Housing Act and verifying that they have reviewed the relevant engineering documents for the project and that the design specifications in those documents fully comply with the requirements of the Fair Housing Act and HUD Guidelines, (hereinafter "Guidelines") and, where applicable, the ADA;
- (e) the name, address and telephone number of the architect(s) involved with the project; and
- (f) a statement from all architects involved with the project acknowledging the requirements of Section 804(f)(3)(C) of the Fair Housing Act and verifying that their

architectural plans for the project fully comply with the requirements of the Fair Housing Act and Guidelines and, where applicable, the ADA.

(g) if the engineering documents or architectural plans are revised, and the revisions could have an impact on the accessibility of the dwellings or complex, the Summerland Defendants shall obtain and maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s), as applicable, who are responsible for such revisions, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and Guidelines and, where applicable, the ADA.

30. For the term of this Consent Decree, if CPJ prepares any site plans, drawings, or blueprints for submission to local permitting authorities for the construction of covered multifamily housing, including the exterior and/or common use portions of such housing, it shall include on such plans, drawings or blueprints a statement that to the best of his/her professional judgment, knowledge, and belief the design specifications therein comply with the Fair Housing Act and, where applicable, the ADA. Defendant CPJ, shall, on request, provide to the United States a list of all such multifamily housing projects the Defendant has designed or is designing during the term of this Consent Decree.

#### **IX. DAMAGES FOR AGGRIEVED PERSONS**

31. Within thirty (30) days of the entry of this Consent Decree, Defendants shall deposit into an interest bearing escrow account the sum of forty thousand dollars (\$40,000) for the purpose of paying damages to any aggrieved persons who may have been harmed as a result

of Defendants' alleged failure to design and construct the Subject Property in compliance with the FHA and the ADA.

32. Within thirty (30) days of the entry of this Consent Decree, the Summerland Defendants shall publish the Notice to Potential Victims of Housing Discrimination ("Notice"), attached hereto as Appendix E, informing the public of this settlement and of the damages fund described in the preceding Paragraph. The Notice shall be no smaller than three columns by six inches and shall be published on five (5) occasions in the *Potomac News*. The publication dates shall be separated from one another by at least five (5) days, and at least two (2) of the publications shall be in a Sunday edition of the newspaper. Within ten (10) days of the final publication date, the Summerland Defendants shall provide copies of the newspapers containing the Notice to counsel for the United States. Within thirty (30) days of the entry of this Consent Decree, the Summerland Defendants shall send a copy of the Notice to the following organizations: (1) Virginia Fair Housing Office, 9960 Maryland Drive, Suite 400, Richmond, Virginia 23233-1463; (2) and Housing Opportunities Made Equal, Inc., 700 E. Franklin Street, Suite 3A, Richmond Virginia 23219.

33. Within thirty (30) days of the entry of this Consent Decree, the Summerland Defendants shall send by first-class mail, postage prepaid, a copy of the Notice to each existing tenant of the covered dwelling units at the Subject Property and to the last known address of any past tenant of a covered dwelling unit who resided in said covered dwelling unit at any time after January 1, 2000. Within forty-five (45) days of entry of this Consent Decree, the Summerland Defendants shall provide to counsel for the United States proof that the Notice has been sent.

The Summerland Defendants shall also make available for inspection and copying any documents the United States believes may reasonably assist in the identification of potential aggrieved persons. Nothing in this section shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

34. Potential aggrieved persons shall be informed that they have 150 days from the date of entry of this Consent Decree to contact the United States in response to the Notice. The United States shall investigate the claims of potential aggrieved persons and, within 210 days from the entry of this Consent Decree, shall make a preliminary determination as to which persons are aggrieved and an appropriate amount of damages to be paid to each such person from the damages fund. The United States will inform the Defendants in writing of its preliminary determinations, together with a copy of a sworn declaration from each potential aggrieved person setting forth the factual basis of the claim. The Defendants shall have thirty (30) days to review the declaration and provide the United States with any documents or information they believe may refute the claim.

35. After receiving the Defendants' documents or information, the parties shall engage in good faith discussions regarding the United States' recommendations in an attempt to stipulate to a fair resolution and disposition for each claim that the Defendants dispute. For all claims to which the parties agree, the parties shall submit a stipulated order for entry by the Court specifying the name of the claimant and the amount payable to the claimant.

36. For those claims in which the parties are unable to agree, the United States shall submit its final recommendations to the Defendants and to the Court for its approval, together with a copy of the declarations and any additional information submitted by the Defendants,

including but not limited to Defendants' objections to the United States' recommendations. The Court shall make the final determination relative to the proposed distribution of funds for aggrieved persons. If the Court issues an order approving or changing the United States' proposed distribution of funds for aggrieved persons, the Defendants shall, within ten (10) days of the Court's order, deliver to the United States checks from the damages fund payable to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the damages fund, including accrued interest, provided for in Paragraph 31 of this Consent Decree. No aggrieved person shall be paid until he or she has first executed and delivered to counsel for the United States a release consistent with the release form set forth in Appendix H. Counsel for the United States shall forward copies of all such releases to the Defendants. Following the issuance of all such checks, any remaining balance in the damages fund shall be disbursed to the Defendants.

#### **X. EDUCATIONAL PROGRAM**

37. Within thirty (30) days of the entry of this Consent Decree, Defendants shall provide a copy of this Consent Decree to all their supervisory employees, rental or sales agents, and site managers (in the case of CPJ, design project managers and construction site managers) involved in the design, construction, rental, or sale of covered multifamily dwellings (all such persons referred to herein as a "Covered Person" or as "Covered Personnel") and secure the signed statement from each such Covered Person acknowledging that he or she has received and read this Consent Decree, and had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially in the form of Appendix F.

38. Within thirty (30) days after the date he or she commences an agency or employment relationship with Defendants, each new Covered Person shall be given a copy of this Consent Decree and be required to sign a statement substantially in the form of Appendix F acknowledging that he or she has received and read this Consent Decree, and had an opportunity to have questions about this Consent Decree answered.

39. Defendants shall also ensure that they and any other employees and agents who have supervisory authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, *A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act*, (August 1996, Rev. April 1998).

40. Within one hundred eighty (180) days of the date of entry of this Consent Decree, Defendants and all employees and agents whose duties, in whole or in part, involved supervisory authority over the development, design and/or construction of the covered multifamily dwellings at issue in this case shall undergo training on the design and construction requirements of the Fair Housing Act. For the Summerland Defendants, such training shall also include all employees and agents whose duties, in whole or in part, involve the rental of apartments at the Subject Property and shall include training on those portions of the Fair Housing Act that relate to accessibility requirements. A qualified third party, unconnected to Defendants or their employees, agents or counsel, shall conduct the training, and any expenses associated with this training shall be borne by Defendants. Defendants shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the

trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix G.

#### **XI. PUBLIC NOTICE OF NON-DISCRIMINATION POLICY**

41. The Summerland Defendants shall post and prominently display the federal Fair Housing Poster, as described in 24 C.F.R. 110.15 and 110.25, in the leasing office of the Subject Property and in any other sales or rental offices of all dwellings owned or operated by them, if any, and in any other place in which persons may inquire about renting dwellings from them.

42. In all advertising in newspapers where the advertisement is more than two square inches, on pamphlets, brochures and other promotional literature, and on any internet website regarding the Subject Property and other existing properties, or any new covered complexes that the Summerland Defendants may design, develop, or construct, the Summerland Defendants shall place, in a conspicuous location, a statement that the covered dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

#### **XII. ADDITIONAL MONITORING REQUIREMENTS**

43. The Defendants shall advise counsel for the United States in writing within thirty (30) days of receipt of any written complaint against them, their employees or agents, involving, or potentially involving, discrimination regarding housing on the basis of disability under the Fair Housing Act or, where applicable, the ADA. The Defendants shall also promptly provide the United States all non-privileged information it may request concerning any such complaint. Within thirty (30) days of the resolution of any such complaint, Defendants shall advise counsel for the United States that a resolution has been reached.



44. Defendants are required to preserve all records related to this Consent Decree regarding the Subject Property, and all future covered multifamily dwellings to be designed, constructed, owned, operated or acquired by them independently or jointly during the period of this Consent Decree. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any of Defendants' non-privileged records relating to this Consent Decree or its compliance therewith, or, in the case of the Summerland Defendants, to inspect any covered dwelling unit or any covered public and common use areas at the Subject Property under the Summerland Defendants' control at reasonable times so as to determine compliance with this Consent Decree.

45. Within 210 days after the entry of this Consent Decree, Defendants shall submit an initial report containing the signed statement certifications of attendance for Covered Personnel who have completed the education program specified in Section XI of this Consent Decree. Thereafter, Defendants shall, one year after entry, two years after entry, and two years and 10 months after entry, submit to the United States a report containing the signed statements of new Covered Personnel certifying that, in accordance with Section XI, they have received and read this Consent Decree and had an opportunity to have questions about this Consent Decree answered.

### **XIII. DURATION OF CONSENT DECREE AND TERMINATION OF LEGAL ACTION**

46. This Consent Decree and the terms contained herein shall remain in effect for three (3) years after the date of its entry. While Defendants continue to deny liability, the United States and Defendants agree that in the event Defendants engage in any future violation(s) of the

Fair Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

47. The Court shall retain jurisdiction to enforce the terms of this Consent Decree during its duration, after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of this Consent Decree in the interests of justice. Defendants reserve the right to oppose such motion.

48. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by any party to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, any party may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys’ fees which may have been occasioned by the violation or failure to perform.

#### **XIV. TIME FOR PERFORMANCE**

49. Any time limits for performance imposed by this Consent Decree may be extended by the mutual agreement, in writing, of the United States and the relevant Defendant, or by Order of this Court upon motion by any party hereto.

**XV. COSTS OF LITIGATION**

50. Each party to this litigation will bear its own costs and attorney's fees associated with this litigation.

**IT IS SO ORDERED.**

This 3<sup>rd</sup> day of August, 2009.



/s/  
**James C. Cacheris**  
**United States District Judge**  

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**United States District Judge**

Agreed to by the parties as indicated by the signatures below.

FOR PLAINTIFF UNITED STATES:

LORETTA KING  
Acting Assistant Attorney General  
Civil Rights Division

*[Signature]*  
/s/

STEVEN H. ROSENBAUM  
Chief  
REBECCA B. BOND  
Deputy Chief  
BRUCE I. GEAR  
Attorney Bar # 463388  
United States Department of Justice  
Civil Rights Division  
Housing & Civil Enforcement Section  
950 Pennsylvania Avenue, N.W. – NWB  
Washington, D.C. 20530  
202-616-8925/202-514-1116 - fax

FOR DEFENDANTS SUMMERLAND  
HEIGHTS GP, L.L.C.; SUMMERLAND  
HEIGHTS II GP, L.L.C.; SUMMERLAND  
HEIGHTS, L.P.; AND SUMMERLAND  
HEIGHTS II, L.P.:

*[Signature]*  
/s/ \_\_\_\_\_  
MINH N. VU, ESQ.  
Counsel for the Summerland Defendants  
Seyfarth Shaw LLP  
975 F St., N.W.  
Washington, DC 20006  
202-828-5337/202-641-9279 - fax

FOR DEFENDANT CHARLES P. JOHNSON  
& ASSOCIATES, INC.:

*[Signature]*  
/s/ \_\_\_\_\_  
LEE JOHNSON  
Charles P. Johnson & Associates, Inc.  
1751 Elton Road  
Silver Spring, MD 20903

FOR DEFENDANT MARLYN  
DEVELOPMENT CORPORATION:

*[Signature]*  
/s/ \_\_\_\_\_  
M. DAVID JESTER  
Marlyn Development Corporation  
308 35th Street  
Virginia Beach, VA 23451

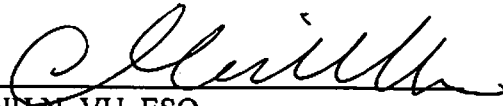
Agreed to by the parties as indicated by the signatures below.

FOR PLAINTIFF UNITED STATES:

LORETTA KING  
Acting Assistant Attorney General  
Civil Rights Division

/s/  
STEVEN H. ROSENBAUM  
Chief  
REBECCA B. BOND  
Deputy Chief  
BRUCE I. GEAR  
Attorney Bar # 463388  
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Civil Rights Division  
Housing & Civil Enforcement Section  
950 Pennsylvania Avenue, N.W. – NWB  
Washington, D.C. 20530  
202-616-8925/202-514-1116 - fax

FOR DEFENDANTS SUMMERLAND  
HEIGHTS GP, L.L.C.; SUMMERLAND  
HEIGHTS II GP, L.L.C.; SUMMERLAND  
HEIGHTS, L.P.; AND SUMMERLAND  
HEIGHTS II, L.P.:

/s/   
MINH N. VU, ESQ.  
Counsel for the Summerland Defendants  
Seyfarth Shaw LLP  
975 F St., N.W.  
Washington, DC 20006  
202-828-5337/202-641-9279 - fax

FOR DEFENDANT CHARLES P. JOHNSON  
& ASSOCIATES, INC.:

/s/  
LEE JOHNSON  
Charles P. Johnson & Associates, Inc.  
1751 Elton Road  
Silver Spring, MD 20903

FOR DEFENDANT MARLYN  
DEVELOPMENT CORPORATION:

/s/  
M. DAVID JESTER  
Marlyn Development Corporation  
308 35th Street  
Virginia Beach, VA 23451

Agreed to by the parties as indicated by the signatures below.

FOR PLAINTIFF UNITED STATES:

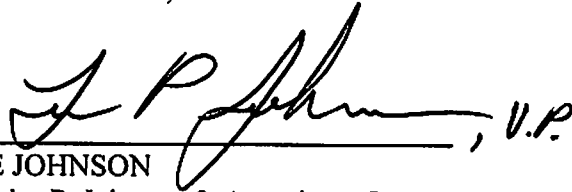
LORETTA KING  
Acting Assistant Attorney General  
Civil Rights Division

/s/  
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Chief  
REBECCA B. BOND  
Deputy Chief  
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950 Pennsylvania Avenue, N.W. – NWB  
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FOR DEFENDANTS SUMMERLAND  
HEIGHTS GP, L.L.C.; SUMMERLAND  
HEIGHTS II GP, L.L.C.; SUMMERLAND  
HEIGHTS, L.P.; AND SUMMERLAND  
HEIGHTS II, L.P.:

/s/  
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FOR DEFENDANT CHARLES P. JOHNSON  
& ASSOCIATES, INC.:

/s/  V.P.  
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Silver Spring, MD 20903

FOR DEFENDANT MARLYN  
DEVELOPMENT CORPORATION:

/s/  
M. DAVID JESTER  
Marlyn Development Corporation  
308 35th Street  
Virginia Beach, VA 23451

Agreed to by the parties as indicated by the signatures below.

FOR PLAINTIFF UNITED STATES:  
LORETTA KING  
Acting Assistant Attorney General  
Civil Rights Division

/s/

STEVEN H. ROSENBAUM

Chief

REBECCA B. BOND

Deputy Chief

BRUCE I. GEAR

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HEIGHTS GP, L.L.C.; SUMMERLAND  
HEIGHTS II GP, L.L.C.; SUMMERLAND  
HEIGHTS, L.P.; AND SUMMERLAND  
HEIGHTS II, L.P.:

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FOR DEFENDANT CHARLES P. JOHNSON  
& ASSOCIATES, INC.:

/s/

LEE JOHNSON

Charles P. Johnson & Associates, Inc.

1751 Elton Road

Silver Spring, MD 20903

FOR DEFENDANT MARLYN  
DEVELOPMENT CORPORATION:

/s/

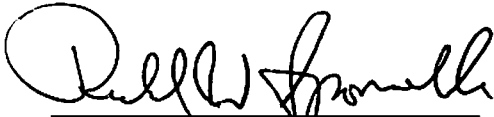
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**APPENDIX A-1  
SUMMERLAND HEIGHTS APARTMENTS --  
PUBLIC AND COMMON USE AREAS<sup>1</sup>**

**1. Accessible Route<sup>2</sup> from Covered Dwelling Units<sup>3</sup> to Leasing Office/Clubhouse.**

Accessible routes are required from Covered Dwelling Units in Buildings 1, 2, 3, 7, and A, to the leasing office/clubhouse:

A. At all Covered Dwelling Unit exterior entry doors, replace knob hardware with accessible lever style hardware.

B. At the connection from the sidewalk parallel to the street to breezeway 1861, provide a flush transition, or provide a 1:2 bevel where the vertical rise is more than 1/4 inch.

C. At both sides of existing steps to the primary entry to the Leasing Office/Clubhouse, provide compliant handrails, including extensions, for the entire run.

D. At the Leasing Office, provide a van-accessible space and accessible curb ramp complying with ADA Standards § 4.6.2 to 4.6.5 and 4.7 with appropriate signage mounted at a minimum height of 5 feet. The maximum slope of a gutter adjoining the curb ramp shall not exceed 1:20.

E. At Buildings 1, 2, 3, 7: Provide one accessible parking space and one accessible curb ramp complying with ANSI A117.1-1986 4.6 and 4.7. The maximum slope of the gutter adjoining the curb ramp shall not exceed 1:20.

F. At Building A: Provide two accessible parking spaces and one accessible curb ramp complying with ANSI A117.1-1986 4.6 and 4.7. The maximum slope of the gutter adjoining the curb ramp shall not exceed 1:20.

G. At the underside of stairs in all breezeways to the Covered Dwelling Units, provide a cane detectable barrier at or below 27 inches.

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<sup>1</sup> All of the accessible pedestrian routes, curb ramps, accessible access aisles at parking spaces, and vehicular accessible routes required under this Appendix A-1 are shown on the attached "Exhibit 1 - Illustration of Accessible Routes required by Appendix A-1" which is attached to and made a part of this Appendix.

<sup>2</sup> A route that complies with the appropriate requirements of ANSI A117.1986, a comparable standard, or Section 5, Requirement I of the Fair Housing Act Guidelines is an "accessible route."

<sup>3</sup> All Covered Dwelling Units are identified in Appendix B.



H. At Building 7 (breezeway 1861), take one of the following actions with regard to the fire protection control box: (1) relocate the box above 80 inches; or (2) install a cane detectable element at below 27 inches above the ground floor so that the difference between the projection of the cane detectable element from the wall and the projection of the box is no greater than 4 inches.

I. At Building 7 (breezeway 1861), and Building 2 (breezeway 1930), take one of the following actions with regard to the emergency lights: (1) relocate the lights above 80 inches; or (2) install a cane detectable element at below 27 inches above the ground floor so that the difference between the projection of the cane detectable element from the wall and the projection of the lights is no greater than 4 inches.

J. At Building A, breezeways 13591 and 13601, take one of the following actions: (1) replace all light sconces that project from the walls more than 4 inches within the space 27 inches to 80 inches above the ground floor; (2) relocate these sconces above 80 inches; or (3) install a cane detectable element at below 27 inches above the ground floor so that the difference between the projection of the cane detectable element from the wall and the projection of the sconce from the wall is no greater than 4 inches.

K. At Building 1, breezeway 13661, provide a bevel at the entry door change in level with a slope no greater than 1:2.

L. At Buildings 1 (Breezeway 13661), 3 (Breezeway 1961), and A (Breezeways 13591 and 13601): Provide an accessible pedestrian route from the Covered Dwelling Units to the entry of the Leasing Office/Clubhouse as shown on Exhibit 1 to this Appendix A-1. Such route shall include a striped cross walk across the parking lot on Cridercrest Place leading to the Leasing Office Clubhouse, and accessible curb ramps along the accessible pedestrian route complying with A117.1-1986 4.7.<sup>4</sup>

M. At the Leasing Office/Clubhouse entry door, move or remove the planter at the rent drop slot to provide a level 30 inches x 48 inches clear floor space for a front or side approach. ANSI A117.1-1986 4.2.4, Fig. 4(a).

N. At Building 2<sup>5</sup>: Provide an accessible pedestrian route (as shown in Exhibit 1 to this Appendix A-1) from the Covered Dwelling Units in Breezeway 1930 to the access aisle at the

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<sup>4</sup> The terms of this Consent Decree do not require retrofits to be completed on the public right of way along Summerland Drive.

<sup>5</sup> Building 2 has a man made barrier (existing easement), which is outside of the control of the owner and prevents the installation of an accessible pedestrian route to the leasing office/ clubhouse, pool, mailbox, trash dumpster and tot lot, therefore, a vehicular route with the required parking as set forth herein is allowed.

accessible parking space serving building 2, and provide an accessible curb ramp complying with ANSI A117.1-1986 4.7 to the access aisle.

O. At Building 7: Provide a modified accessible pedestrian route to the Leasing Office/Clubhouse as shown on Exhibit 1 to this Appendix A-1. The route is considered a "modified" accessible route because, between Buildings 7 and 3, (1) ramps will only be required to have hand rails on the inside (building side) of the walk; (2) a level landing every 30 feet; (3) a slope not to exceed 8.33 percent; and (4) cross-slopes not to exceed 2 percent.

## **2. Accessible Route to Pool Area.**

A. Provide a modified accessible pedestrian route from the Leasing Office/Clubhouse as shown on Exhibit 1 to this Appendix A-1. The route is considered a "modified" accessible route because from the end of the 90 degree curve on the pedestrian route leading to the ramp to the pool area to the entrance to the ramp to the pool area, the route is only required to have (1) hand rails on the inside (building side) of the route; (2) one level landing at the top and the bottom of the modified route is required; (3) a primary slope not to exceed 8.33 percent; and (4) a cross slope not to exceed 2 percent.

B. From the parking near the ramp to the pool area, provide two accessible parking spaces, an accessible access aisle, and accessible curb ramp, complying with A117.1-1986 4.6 and 4.7, and as shown on Exhibit 1 to this Appendix A-1.

C. At Building 2: An accessible vehicular route from Building 2 will be required. This requirement is met by complying with items 2(B), 1(E) and 1(O).

D. At the steps near the ramp leading to the pool: Provide compliant handrails on both sides (currently handrails are provided only on one side). [FHAG Reg. 2, ANSI A117.1-1986 4.9.4].

E. Fill in gaps that are wider than ½ inch in all accessible routes to the pool area. For example, the gaps by the pool gate.

## **3. Accessible route to the Trash Dumpster.**

A. At Buildings 1, 3, and A: Provide an accessible pedestrian route to the trash dumpster on Cridercrest Place, located on the Northwest side of the apartment complex, as shown in Exhibit 1 to this Appendix A-1. At Building 1, provide a striped cross walk from the accessible access aisle that connects to the accessible pedestrian route from building A, and provide accessible curb ramps complying with ANSI A117.1-1986 4.7 along the pedestrian route. At the trash dumpster, provide striping in front of the dumpster to allow for trash drop off.

B. At Building 2: An accessible vehicular route from Building 2 will be permitted. This requirement is met by complying with items 1(E) and 1(O), and providing striping in front of the trash dumpster to allow for trash drop off.

C. At Building 7: Provide a modified accessible pedestrian route to the trash dumpster on Cridercrest Place, located on the northwest side of the apartment complex, as shown in Exhibit 1 to this appendix A-1. The route is considered a "modified" accessible route because, between Building 7 and Building 3, (1) ramps will only be required to have handrails on the inside (building side) of the route, (2) a level landing every 30 feet; (3) a slope not to exceed 8.33 percent; and (4) cross slopes not to exceed 2 percent.

#### **4. At Mail Boxes.**

A. For Building 1 and 2: Provide mailboxes for these two buildings near the accessible parking at the Leasing Office as shown on Exhibit 1 to this Appendix A-1. Provide pedestrian accessible route from the Covered Dwelling Units in Building 1 to mailboxes. A vehicular route to these mailboxes from the Covered Dwelling Units in Building 2 is permitted. This requirement is met by complying with items 1(D), 1(E), and 1(O), mailboxes for Covered Dwelling Units in Buildings 1 and 2 shall be located at no higher than 48 inches above the finished floor.

B. For Buildings 3 and 7: Provide mailboxes for these two buildings near the accessible parking at Building 3 as shown on Exhibit 1 to this Appendix A-1. Provide a pedestrian accessible route from the Covered Dwelling Units in Building 3 to these mailboxes. Provide a modified accessible route from the Covered Dwelling Units in Building 7 to mailboxes as described in item 1(O). Mailboxes for Covered Dwelling Units in Buildings 3 and 7 shall be located no higher than 48 inches above the finished floor.

C. For Building A: provide mailboxes for this building near the accessible parking for this building as shown on Exhibit 1 to this Appendix A-1. Provide a pedestrian accessible route from the Covered Dwelling Units in Building A to these mailboxes. Mailboxes for covered dwelling units in Building A shall be located no higher than 48 inches above the finished floor.

#### **5. Accessible Route to the Tot Lot.**

A. At the tot lot on Cridercrest Place near Building A: Provide one accessible parking space, an accessible access aisle, and an accessible curb ramp that complies with ANSI A117.1-1986 4.6 and 4.7. In addition, provide at least one accessible pedestrian route from the parking access aisle to the tot lot.

#### **6. At Leasing Office/Clubhouse.**

A. At the main entrance doors to the leasing office/clubhouse, adjust door closer so that from a 90-degree open position, the door will take at least 3 seconds to move to a point 3 inches

from the latch measured to the leading edge of the door (approximately 12 degrees). [ADA Standards § 4.13.10.; FHAG; ANSI A117.1-1986 4.13.10].

B. At the unisex toilet rooms: Provide one accessible toilet room by providing the following:<sup>6</sup>

1. At the door to one single user (unisex) toilet room: Provide a room sign with raised and Braille characters mounted with the centerline of the sign at 60 inches above the finished floor and situated such that a person can approach within 3 inches of the sign without encountering an obstruction or standing within a door swing. [ADA Standards §§ 4.1.3.16 (a), 4.30.1, 4.30.4, 4.30.5, 4.30.6.; FHAG Req. 2, ANSI A117.1-1986 4.28.].

2. Provide a flush control mounted on the "open" side of the toilet's clear floor space, or provide an automatic flush device. [ADA Standards §§ 4.1.3(11), 4.22.4, 4.16.5, 4.27.4.; FHAG Req. 2, ANSI A117.1-1986 4.22, 4.16.5].

3. Provide a toilet with a seat that measures 17 to 19 inches high above the finished floor, rather than 19.5 existing. [ADA Standards §§ 4.1.3(11), 4.22.4, 4.16.3, Fig. 29(b); FHAG Req. 2, ANSI A117.1-1986 4.16.3].

4. Provide a toilet paper dispenser at 36 inches maximum from the rear wall, rather than 41 or 46 inches existing. [ADA Standards 4.16.6, Fig. 30 (d); FHAG Req. 2, ANSI A117.1-1986 4.16.6, Fig. 30 (d).].

5. Replace the existing grab bars to allow for 1.5 inch clearance from the wall, rather than the current 1 3/4 and 1 5/8 inches. [ADA Standards 4.26; FHAG Req. 2, ANSI A117.1-1986 4.24, Fig. 39 (e).].

6. Relocate side grab bar so that the far end is 54 inches from the rear wall, rather than the current 45 inches. [ADA Standards Fig. 29; FHAG Req. 2, ANSI A117.1-1986 4.16.4, Fig. 29.].

C. Adjust the drinking fountain to provide spout height of 36 inches rather than the current 32 1/2 inches, and provide knee space of 27 inches minimum above the floor, rather than the current 25 1/2 inches. [ADA Standards 4.1.3 (10)(a), 4.15.2, 4.15.5; FHAG Req. 2, ANSI A117.1-1986 4.15.2, 4.15.5].

D. Modify or replace the transition strips at the tile/carpet in the kitchen area to the great room so that the transition is flush, or 1/4 inch vertical maximum, or 1/2 inch maximum beveled at 1:2, rather than the 5/8 to 3/4 inch high and not beveled existing.

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<sup>6</sup> Note that if these rooms in the future are designated for male and female rather than as unisex, both need to meet the following requirements.

E. Modify or replace the threshold at the interior fitness center door so that the transition is flush, or 1/4 inch vertical maximum, or 1/2 inch maximum beveled at 1:2, rather than 5/8 to 3/4 inch high and not beveled existing.

F. At the men's and women's outdoor pool shower, relocate the controls to be no higher than 48 inches rather than the 53 inches existing. [FHAG 2, ANSI A117.1-1986 4.21.6, 4.21.5, Fig. 37] and in an offset position close to the edge of the shower pan. Provide a removable shower head positioned no higher than 48 inches from the ground and no more than 10 inches away from the edge of the shower pan with a hose that is at least 60 inches long.

G. At the men's and women's pool toilet rooms: Provide the following:

1. Adjust the door closers so that the door will take at least 3 seconds to move from a 90-degree open position to a point 3 inches from the latch measured to the leading edge of the door. [FHAG 2; ANSI A117.1-1986 4.13.10.]

2. Provide a toilet room sign with raised and Braille characters. [FHAG Req. 2, ANSI A117.1-1986 4.28.].

3. Provide a toilet paper dispenser at 36 inches maximum from the rear wall, rather than 38 to 45 inches existing. [ADA Standards 4.16.6, Fig. 30 (d); FHAG Req. 2, ANSI A117.1-1986 4.16.6, Fig. 30 (d)].

4. Replace existing grab bars to allow for 1.5 inches clearance from the wall, rather than 1 3/4 and 1 5/8 inches existing. [FHAG Req. 2, ANSI A117.1-1986 4.24, Fig. 39 (e).].

5. Position the side grab bar so that the far end is 54 inches from the rear wall, rather than 45 inches existing. [FHAG Req. 2, ANSI A117.1-1986 4.16.4, Fig. 29.].

6. Provide a toilet with a seat that measures 17 to 19 inches above the finished floor, rather than 19.25 and 19.5 inches existing. [FHAG Req. 2, ANSI A117.1-1986 4.16.3.].

7. Provide a mirror with the bottom edge of its reflecting surface no more than 40 inches above the finished floor rather than 45.5 and 47 inches. [FHAG Req. 2, ANSI A117.1-1986 4.19.6].

8. Adjust each sink in the lavatory so the counter or rim is no higher than 34 inches. [FHAG Req. 2, ANSI A117.1-1986 4.19.2.2].

9. In the pool Women's toilet room only, provide a flush control mounted on the "open" side of the toilet's clear floor space rather than the narrow side existing, or provide an automatic flush device. [FHAG Req. 2, ANSI A117.1-1986 4.22, 4.16.5].

**APPENDIX A-2  
SUMMERLAND HEIGHTS APARTMENTS -  
APARTMENT INTERIORS**

**1. In Buildings 1,2,3,7 (Phase I), in the One Bedroom/One bathroom Unit.** The following retrofits shall be made:

A. Replace or modify the lavatory in the hall bathroom to provide removable cabinetry below the sink, ascertain that the flooring and walls match the existing or replace, and insulate the pipes to provide forward approach at the sink.

B. At the interior side of the patio door, build up underside of carpet so that threshold is maximum 3/4 inches high and add 1:2 beveled transition strip (or build up to maximum 1/4 inches high with no bevel).

C. At the interior side of the threshold at the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 3/4 inches high. At the exterior side of the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 1/2 inches high.

D. Lower the thermostats to maximum 48 inches high.

E. Provide 1/2 inch high max transition strip at vinyl to carpet beveled at 1:2 above 1/4 inch.

**2. In Buildings 1,2,3,7 (Phase I), in the Two Bedroom/Two bathroom Unit.** The following retrofits shall be made:

A. Modify the hall bathroom to bring it into total compliance as a Type A or B Bathroom. In the master bathroom ensure that the door is reversed to increase the maneuvering space within the bathroom.

B. At the interior side of the patio door, build up underside of carpet so that threshold is maximum 3/4 inches high and add 1:2 beveled transition strip (or build up to maximum 1/4 inch high with no bevel).

C. At the interior side of the threshold at the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 3/4 inches high. At the exterior side of the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 1/2 inches high.

D. Lower the thermostats to maximum 48 inches high.

E. Provide 1/2 inch high max transition strip at vinyl to carpet beveled at 1:2 above 1/4 inch.

**3. In Buildings 1,2,3,7 (Phase I), in the Three Bedroom/Two bathroom Unit.** The following retrofits shall be made:

A. At the interior side of the threshold at the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 3/4 inches high. At the exterior side of the entry door, provide a bevel at 1:2 above 1/4 so that the threshold is no more than a maximum 1/2 inches high.

B. At the interior side of the patio door, build up underside of carpet so that the threshold is no more than a maximum 3/4 inches high and add 1:2 beveled transition strip (or build up to maximum 1/4 inches high with no bevel).

C. Provide 1/2 inch high max transition strip at vinyl to carpet beveled at 1:2 above 1/4 inch.

D. Modify the hall bathroom to bring it into total compliance as a Type A or B Bathroom. In the master bathroom ensure that the door is reversed to increase the maneuvering space within the bathroom.

E. Lower the thermostats to maximum 48 inches high.

**4. In Building 1 (Phase II), in the One Bedroom/One bathroom Unit.** The following retrofits shall be made:

A. At the interior side of the threshold at the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 3/4 inches high. At the exterior side of the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 1/2 inches high.

B. At the interior side of the patio door, build up underside of carpet so that threshold is maximum 3/4 inches high and add 1:2 beveled transition strip (or build up to maximum 1/4 inches high with no bevel).

C. Replace or modify the lavatory in the hall bathroom to provide removable cabinetry below the sink, ascertain that the flooring and walls match the existing or replace, and insulate the pipes to provide forward approach at the sink.

D. Provide 1/2 inch high max transition strip at vinyl to carpet beveled at 1:2 above 1/4 inch.

**5. In Building 1 (Phase II), in the Two Bedroom/Two bathroom Unit.** The following retrofits shall be made:

A. Modify the hall bathroom to bring it into total compliance as a Type A or B Bathroom. In the master bathroom provide a 2-10 inch door, and ensure that the door is reversed to increase the maneuvering space within the bathroom.

B. At the interior side of the threshold at the entry door, provide a bevel at 1:2 above 1/4 inch so the threshold is no more than a maximum 3/4 inches high. At the exterior side of the entry door, provide a bevel at 1:2 above 1/4 inch so that the threshold is no more than a maximum 1/2 inches high.

C. At the interior side of the patio door, build up underside of carpet so that threshold is maximum 3/4 inches high and add 1:2 beveled transition strip (or build up to maximum 1/4 inch high with no bevel).

D. Provide 1/2 inch high max transition strip at vinyl to carpet beveled at 1:2 above 1/4 inch.



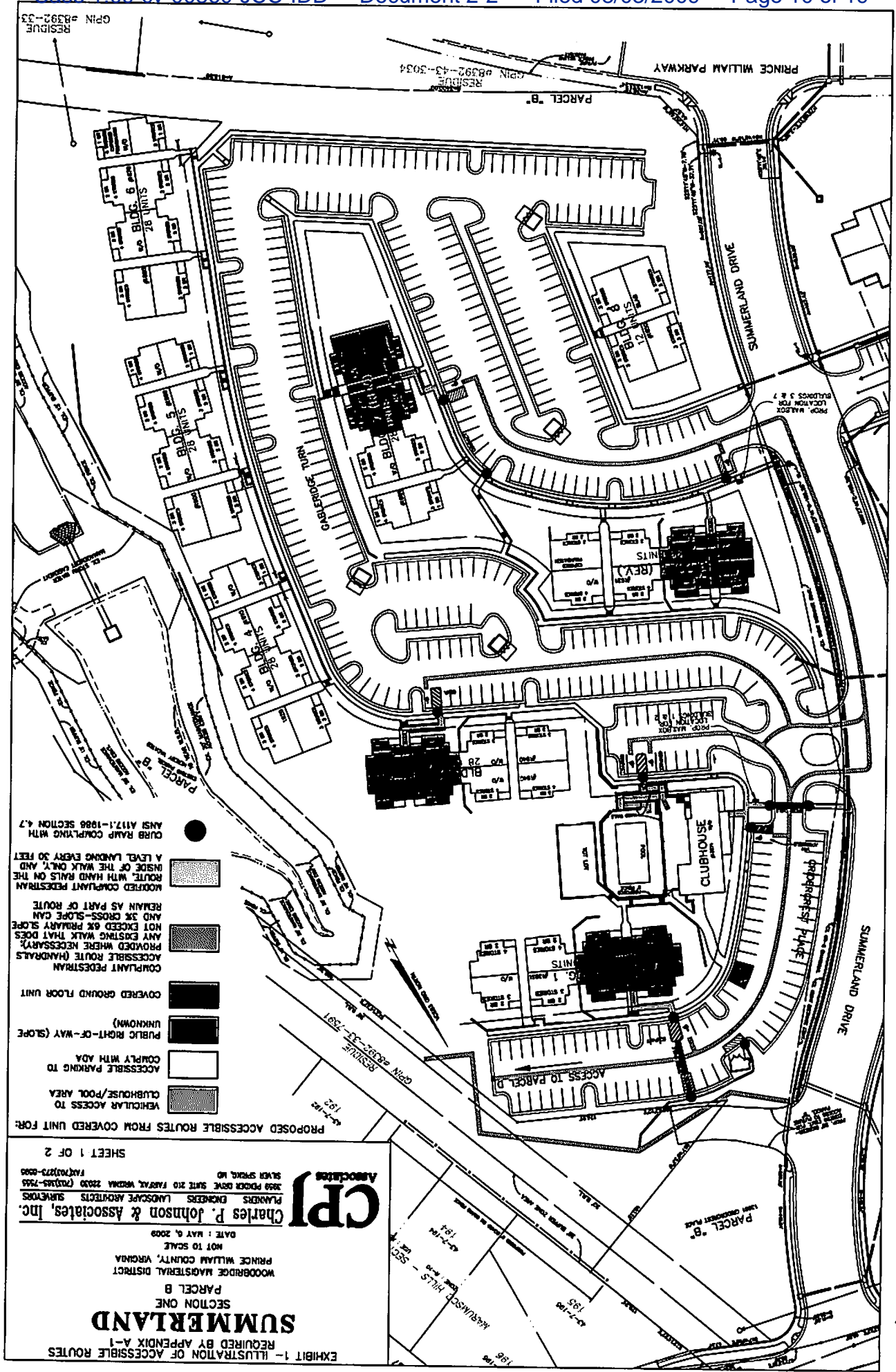
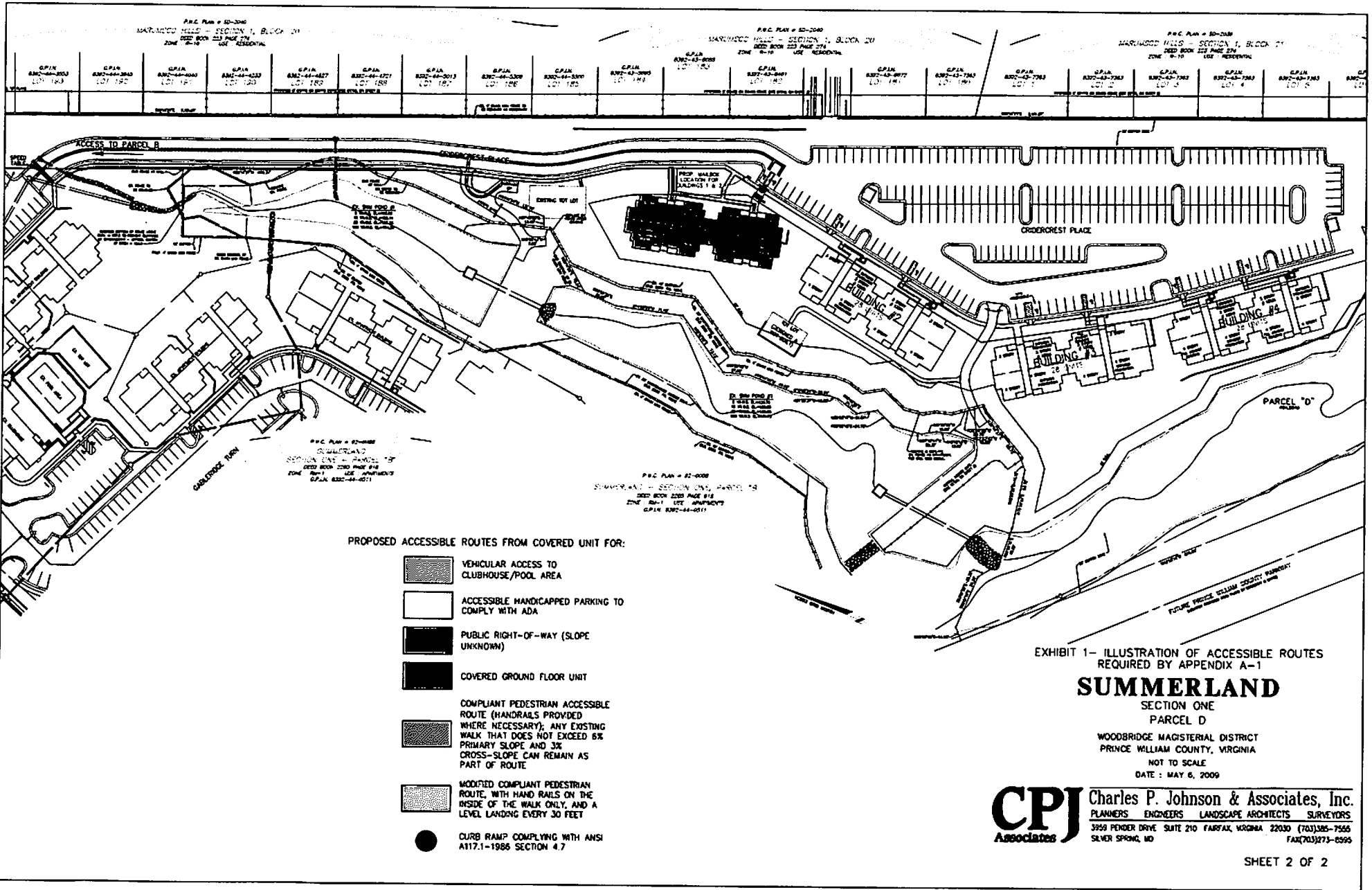


EXHIBIT 1 - ILLUSTRATION OF ACCESSIBLE ROUTES  
 SECTION ONE  
 PARCEL B  
 WOODRIDGE MASTERAL DISTRICT  
 PRINCE WILLIAM COUNTY, VIRGINIA  
 NOT TO SCALE  
 DATE: MAY 9, 2009  
**CPI Associates**  
 Charles P. Johnson & Associates, Inc.  
 PLANNERS ENGINEERS LANDSCAPE ARCHITECTS SURVEYORS  
 3050 POKER DRIVE SUITE 210 FARRAS VEEVA 22030 (703) 785-7555  
 SILVER SPRING, MD (301) 777-8888  
 SHEET 1 OF 2



**APPENDIX B**

**Summerland I**

**Bldg #1**

13661 Cridercrest Pl.      101 2BR 2Bath  
   102 2BR 2Bath  
   103 2BR 2Bath  
   104 2BR 2Bath

**Bldg #2**

1930 Gableridge Turn      201 2BR 2Bath  
   202 2BR 2Bath  
   203 1BR 1Bath  
   204 1BR 1Bath

**Bldg #3**

1961 Gableridge Turn      201 1BR 1Bath  
   202 1BR 1Bath  
   203 2BR 2Bath  
   204 2BR 2Bath

**Bldg #7**

1861 Gableridge Turn      201 1BR 1Bath  
   202 1BR 1Bath  
   203 3BR 2Bath  
   204 3BR 2Bath

**Summerland II**

**Bldg. A (Bldg. 1)**

13591 Cridercrest Pl.      201 1BR 1Bath  
   202 1BR 1Bath  
   203 2BR 2Bath  
   204 2BR 2Bath

13601 Cridercrest Pl.

201 2BR 2Bath  
202 2BR 2Bath  
203 2BR 2Bath  
204 2BR 2Bath

**APPENDIX C**

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS**

**AT SUMMERLAND HEIGHTS APARTMENTS**

The Summerland Heights Apartments is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that the public and common use areas at complexes such as the Summerland Heights Apartments have certain features of physical accessibility for persons with disabilities.

Alleged inaccessible aspects of the public and common areas of the complex have been brought to our attention. We welcome persons with disabilities as residents and guests at the Summerland Heights Apartments. We are writing this notice to let you know that beginning on \_\_\_\_\_, 2009, contractors will be coming onto the property to begin the process of modifying certain aspects of the public and common use areas. We expect the process to last approximately \_\_\_\_\_ months.

Generally, the contractors will add sidewalks or modify certain existing ones, and install ramps or modify existing ones. They will also be adding or making modifications to parking areas, mailboxes, the leasing office and other common use facilities to make them more accessible to persons with disabilities. We apologize for any inconveniences you may experience as a result of this work.

If you have any questions regarding these modifications, please contact us at:

\_\_\_\_\_.

**APPENDIX D**

**NOTICE OF RETROFITS TO INTERIOR OF GROUND-FLOOR UNITS**

**AT THE SUMMERLAND HEIGHTS APARTMENTS**

The Summerland Heights apartments is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that ground floor apartments in newer apartment communities have certain features of physical accessibility for persons with disabilities.

Alleged accessibility barriers at the complex have been brought to our attention and we are currently in the process of correcting those barriers. We have identified your unit as one that is covered by the Fair Housing Act's accessibility requirements. We welcome people with disabilities as residents and guests at Summerland Heights Apartments and would like to make them as comfortable as possible. Therefore, we have agreed to make certain modifications to all of the ground-floor units covered by the Fair Housing Act's accessibility requirements so that they will be more accessible to persons with disabilities.

We will complete all required modifications to all of the interiors of units covered by the settlement within 2 years from the date of the settlement (\_\_\_\_\_, 2009). We are giving you notice that we are in the process of scheduling a retrofit to your unit. Should you desire the retrofits to be completed sooner, please notify us in writing at the address provided below and we will contact you to schedule the retrofits. Should the modifications require your temporary relocation, we will pay reasonable relocation and housing expenses while the modifications are being made. Depending on the particular features of your unit, the alterations may require such modifications as:

- Lowering entry or interior door thresholds;
- Widening interior doorways;
- Lowering thermostats;
- Reversing the swing of the door to the hall bathroom to increase the maneuvering space within the bathroom;
- Replacing or modifying the lavatory in the hall bathroom and/or the master bathroom to provide a forward approach.

A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications will be made.

If you have any questions, please contact us at \_\_\_\_\_.

**APPENDIX E**

**NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION**

On \_\_\_\_\_, 2009, the United States District Court for the Eastern District of Virginia entered a Consent Decree resolving litigation brought by the United States Department of Justice involving Summerland Heights Apartments in Woodbridge, Virginia. The litigation alleged that the above complex, as designed and constructed, failed to include certain features of accessible design required by the Fair Housing Act in both exterior and interior common areas and in ground floor apartments.

Under this Consent Decree, you may be entitled to receive monetary relief if you:

- **WERE DISCOURAGED FROM LIVING AT THE COMPLEX LISTED ABOVE BECAUSE OF THE LACK OF ACCESSIBILITY FEATURES;**
- **HAVE BEEN INJURED OR DAMAGED IN ANY WAY BY THE LACK OF PHYSICAL ACCESSIBILITY FEATURES AT THE COMPLEX; OR**
- **PAID TO HAVE YOUR APARTMENT AT THE COMPLEX MADE MORE PHYSICALLY ACCESSIBLE.**

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the **United States Department of Justice at 1-800-896-7743**. You may also email us at [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov) or write to:

United States Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue, N.W. - G Street  
Washington, D.C. 20530  
Attn: DJ 175-81-33.

**NOTE: You must call, write, or email us no later than \_\_\_\_\_.**

**APPENDIX F**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE**

On \_\_\_\_\_, I received a copy of and have read this Consent Decree entered by the federal district court in **United States of America v., Summerland Heights GP, L.L.C. et al.**, C.A. No. \_\_\_\_\_ (E.D. VA). All of my questions concerning this Consent Decree and the Fair Housing Act have been answered to my satisfaction.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)



**APPENDIX G**

**CERTIFICATION OF FAIR HOUSING TRAINING**

On \_\_\_\_\_, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for people with disabilities. I have had all of my questions concerning the Fair Housing Act answered to my satisfaction.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

**APPENDIX H**

**RELEASE**

In consideration of and contingent upon the payment of the sum of \_\_\_\_\_ dollars (\$) \_\_\_\_\_), pursuant to this Consent Decree entered in **United States of America v., Summerland Heights GP, L.L.C. et al.**, United States District Court, Eastern District of Virginia, I hereby release and forever discharge the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of any alleged violations of the Fair Housing Act and/or the Americans with Disabilities Act in any way arising from the design and construction of the Summerland Heights apartment complex in Woodbridge, Virginia. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

\_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_