

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 09-CV-10116
)	
THE ENCLAVE DEVELOPMENT, L.L.C.,)	ARTHUR J. TARNOW
MCS ASSOCIATES, INC., ROBERT LIPKA)	United States District Judge
AND ASSOCIATES, a/k/a ROBERT LIPKA,)	Magistrate Judge Mona K. Majzoub
ARCHITECT, P.C. and CHESTER STEMPIEN)	
ASSOCIATES, AIA.)	CONSENT ORDER
)	
Defendants.)	
_____)	

CONSENT ORDER

I. INTRODUCTION

1. This Consent Order is entered between the United States of America and Defendants:

The Enclave Development, L.L.C.; MCS Associates, Inc.; Robert Lipka and Associates, a/k/a Robert Lipka, Architect, P.C.; and Chester Stempien and Associates (collectively “Defendants”).

2. This action is brought by the United States to enforce provisions of Title VIII of the Civil Rights Act of 1968 (“the Fair Housing Act”) as amended, 42 U.S.C. § 3601 et seq.

Specifically, the United States’ Complaint alleges that Defendants engaged in a pattern or practice of discrimination against persons with disabilities by failing to design and construct covered multifamily dwellings commonly known as the “Enclave Apartments” or “The Enclave” in Washington Township, Michigan, with the features of accessible and

adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C). The United States and Defendants (“the Parties”) agree that these dwellings are subject to the accessible design and construction requirements of 42 U.S.C. § 3604(f)(3)(C).

II. DEFENDANTS

3. The Enclave Development, L.L.C., (“Enclave”) a Michigan limited liability corporation, is the builder, developer and owner of the Enclave Apartments and was involved in the design and construction of the Enclave Apartments.
4. MCS Associates, Inc. (“MCS”), a Michigan corporation and engineering firm, was involved in the design of the Enclave Apartments.
5. Robert Lipka and Associates, a/k/a Robert Lipka, Architect, P.C., (“Lipka”) a Michigan professional corporation, drew the architectural plans for the Enclave Apartments and was involved in the design and construction of the Enclave Apartments.
6. Chester Stempien and Associates (“Stempien”), a Michigan corporation, provided architectural services for the Enclave Apartments and was involved in the design and construction of the Enclave Apartments.

III. RELEVANT REQUIREMENTS OF THE FAIR HOUSING ACT

7. 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).

8. The accessible and adaptable design provisions of the Fair Housing Act require that for covered multifamily dwellings: (a) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (b) 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; (c) an accessible route into and through the dwelling; (d) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (e) reinforcements in bathroom walls to allow later installation of grab bars; and (f) 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.”

IV. VIOLATIONS AT THE ENCLAVE APARTMENTS

9. The Enclave Apartments are located at 8442 Stanford North, Washington, Township, Michigan. Construction at the Enclave Apartments began in 1998, and the last certificate of occupancy was issued in March 2001. The Enclave Apartments comprise a total of 200 ground floor units, which are housed within 45 one-story buildings. Ten of these buildings have six dwelling units each and the remaining thirty-five buildings have four dwelling units each. Because all units are ground-floor units, they are all “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B).
10. The United States has surveyed the Enclave Apartments and identified failures to meet the FHA accessible design requirements, including (a) a failure to design and construct accessible building entrances on an accessible route; (b) a failure to design and construct

the public use and common use portions of the dwellings so that they are readily accessible to and usable by persons with disabilities; (c) a failure to design and construct all doors so that they are sufficiently wide to allow passage by disabled persons in wheelchairs; (d) a failure to design and construct all premises within ground-floor dwellings so that they 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.

11. Defendant Enclave has agreed to bring the Enclave Apartments into compliance with the Fair Housing Act, as set forth below.

V. CONSENT OF THE PARTIES TO ENTRY OF THIS ORDER

12. The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1341 and 1345 and 42 U.S.C. § 3614(a). The Parties have negotiated a settlement such that the United States' claims will be resolved without further proceedings and without an evidentiary hearing.

It is hereby ADJUDGED, ORDERED and DECREED:

VI. GENERAL INJUNCTION

13. Defendants, and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).

VII. RETROFIT OF THE ENCLAVE APARTMENTS

14. The Parties recognize that The Enclave Apartments do not meet the accessibility requirements of the Fair Housing Act. To address these violations, Defendant Enclave agrees to take the corrective actions necessary to bring the Enclave Apartments into compliance with the Fair Housing Act by completing the actions described in this section and Appendices A-1, A-2 and A-3. Defendant Enclave agrees to retrofit the pool area, club house, parking, mailboxes and other specified public and common use areas of the Enclave Apartments, as set out in Appendix A-1, Parts I and II. Defendant Enclave agrees to retrofit the interiors of all 200 units at the Enclave Apartments as set out in Appendix A-1, Part III. Defendant Enclave agrees to retrofit the exterior approaches and entrances to 164 units (all those not listed in Appendix B) to create an accessible route into each unit, and from each unit to the common areas, as set out in Appendices A-2 and A-3. The retrofits and modifications to exterior hard surface areas, pet litter stations, and mailboxes (specified in Appendix A-1, Part II, and shown in the site plan attached as Appendix A-3) shall take place in three phases; Appendix J indicates the areas to be completed.
15. The retrofits shall be made according to the following schedule (“Schedule”):

- a. Within 12 months of the date this Consent Order is entered, Defendant Enclave shall (1) complete all retrofits to public and common use areas specified in Appendix A-1, Part I, (2) make at least 55 units accessible by completing required retrofits to the interiors and exteriors of the units, and, in addition, (3) complete the interior retrofits for at least 12 units that are listed in Appendix B. The retrofits and modifications to exterior hard surface areas, pet litter stations, and mailboxes in the area labeled “Phase 1” on Appendix J shall also be completed within 12 months of the dates of this Consent Order.
- b. Within 24 months of the date this Consent Order is entered, Defendant Enclave shall (1) make at least 55 units accessible by completing required retrofits to the interiors and exteriors of the units, and, in addition, (2) complete the interior retrofits for at least 12 units that are listed in Appendix B. The retrofits and modifications to exterior hard surface areas, pet litter stations, and mailboxes in the area labeled “Phase 2” on Appendix J shall also be completed within 24 months of the dates of this Consent Order.
- c. Within 39 months of the date this Consent Order is entered, Defendant Enclave shall (1) make the remaining 54 units accessible by completing required retrofits to the interiors and exteriors of the units, and, in addition, (2) complete the interior retrofits for the remaining 12 units that are listed in Appendix B. The retrofits and modifications to the remaining

exterior hard surface areas, pet litter stations, and mailboxes in the area labeled "Phase 3" on Appendix J shall also be completed within 39 months of the dates of this Consent Order.

16. Defendant Enclave shall pay all expenses associated with these retrofits and modifications and shall attempt, in good faith, to minimize any inconvenience to the residents of the Enclave Apartments. Within thirty (30) days of the entry of this Order, Defendant Enclave shall distribute to each tenant at the Enclave Apartments a notice substantially equivalent to Appendix C informing the tenant of the retrofits required by this Order and that the tenant may request that retrofits to his or her unit be prioritized. Defendant Enclave shall certify to the United States in writing that the notices have been distributed, and the manner in which they were distributed, within ten (10) days of such distribution. All new tenants of the Enclave Apartments shall be provided with a copy of this notice at or about the time they execute a lease
17. Defendant Enclave shall complete the retrofits to the Enclave Apartments that are set forth in this document and in Appendices A-1, A-2 and A-3, even if there has not been a vacancy in those units and even if the tenants have not requested retrofits. Defendant Enclave shall pay all expenses associated with these retrofits and modifications and shall attempt, in good faith, to minimize any inconvenience to the residents of the Enclave Apartments. Defendant Enclave may not charge any additional rent, deposit or other fee for the units in which the retrofits are implemented because of the contemplated or completed retrofits.

18. Within thirty (30) days after receiving a request for modification by a tenant, Defendant Enclave shall complete the requested modifications. Notwithstanding the preceding provision, all units to be modified under this Order must be retrofitted to comply with Appendix A-1, A-2, and A-3 no later than 39 months after the date of entry of this Order, even if there has not been a vacancy in that unit since the date of entry of this Order and even if a resident of a unit has requested only partial retrofits to a unit.
19. 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), Defendant Enclave 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.
20. Defendant Enclave shall promptly clear snow and/or ice from the accessible routes at the Enclave Apartments with priority given to the primary entrances for those tenants with mobility impairments. For those tenants where the accessible route includes the driveway in front of the garages, Defendant Enclave shall promptly clear the snow or ice on that portion of the driveway that constitutes the accessible route to the garage.
21. Within 30 days of entry of this Consent Order, and in addition to the retrofits specified in Appendices A-1, A-2 and A-3, Defendant Enclave shall also purchase and have available at their rental office at least one portable ramp available for use by any tenant, family member, guest, or prospective tenant to access those units which are inaccessible and for

which exterior retrofits are not required.² Defendant Enclave shall ensure that the ramp will enable access into each of these units and shall inform the United States of the manufacturer and the model of the ramp they purchase. Defendant Enclave shall draft a policy that describes the ramp, its use, and how it may be obtained by tenants, and shall submit this policy to the United States for approval within thirty (30) days of the entry of this Consent Order. All new tenants of such units shall be provided with a copy of this policy at or about the time they execute a lease and all tenants of these units shall be provided with a copy of the policy at least once per year, with current tenants receiving their first notification of this policy within sixty (60) days of the date of entry of the Consent Order and subsequent notices being provided on the first and second anniversaries of the entry of this Order. All prospective tenants who view one of these units shall be provided with a copy of the policy at the time that they inspect the unit.

22. During the term of this Consent Order Defendant Enclave shall, upon request, arrange for disposal of pet litter and delivery of mail at no expense to the tenant, to any tenant who is unable to readily access the mail and pet litter facilities. Tenants and future tenants will be informed of this provision by a notice substantially equivalent to Appendix C.

² These units are listed in Appendix B.

Inspections

23. Defendant Enclave shall enter into a contract with a neutral inspector approved by the United States (“Inspector”) to conduct on-site inspections of the retrofits that have been performed under this Order to determine if they have been completed in accord with the specifications in this Order and Appendices A-1, A-2 and A-3. Such Inspector shall have expertise in the design and construction requirements of the Fair Housing Act and its implementing regulations.
24. The inspection of the public and common use areas shall take place within thirty (30) days of the completion of all of the retrofits to the public and common use areas, and the inspections of the retrofits to the unit interiors shall take place within thirty (30) days of the completion of the retrofits scheduled for completions at 12, 24, and 39 months, as set out in Paragraph 15, above. Defendant Enclave shall give the United States at least three weeks notice of the inspections and shall give the United States an opportunity to have its representative present for the inspections. The Inspector shall set out the results of each inspection, including deficiencies, if any, in writing, and shall send that report to Counsel for the United States³ and to Defendant Enclave. If the inspection indicates that not all of the required retrofits have been made as specified in Appendices A-1, A-2 and A-3, Defendant Enclave shall correct any deficiencies within a reasonable period of time as determined by the Inspector, and shall pay for another inspection by the same Inspector

³ For purposes of this Order, all reports should be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, NW - G St., Washington, D.C. 20530, Attn: DJ# 175-37-350, or as otherwise directed by the United States.

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.

25. Defendant Enclave shall pay all of the Inspector's costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice to Defendant Enclave, representatives of the United States shall be permitted to inspect the modifications made by Defendant Enclave in accordance with this Consent Order or the third-party inspection reports provided for in this Order, to ensure compliance with this Consent Order.

VIII. SALE OR TRANSFER OF OWNERSHIP

26. The sale or transfer of ownership, in whole or in part, of the Enclave Apartments shall not affect Defendant Enclave's continuing obligations to retrofit the properties as specified in this Consent Order, unless Defendant Enclave has obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of the Consent Order to complete all required retrofits as specified in Appendices A-1, A-2 and A-3. Should Defendant Enclave decide to sell or transfer any ownership, in whole or in part, or any portion thereof, prior to the completion of the required retrofits, it 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 Order, along with written notice that the subject property is covered by this Consent Order, including specifically Defendant Enclave's obligations to complete required retrofit work and to allow inspections, or to obtain the purchaser or transferee's commitment to be bound by this Order to do the same, in writing, and (b) provide to the United States, by facsimile 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.

IX. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

27. All future covered multifamily housing designed or constructed by the Defendants after the date of this Consent Order shall comply with the accessibility requirements of the Fair Housing Act and the Americans with Disabilities Act.
28. For the duration of this Consent Order, the Defendants shall maintain, and provide to the United States upon request, the following information and statements regarding any covered multifamily dwellings that are intended to be developed, built, designed, and/or engineered in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or have a ten-percent (10%) or larger ownership share:
 - a. the name and address of the project;
 - b. a description of the project and the individual units;
 - c. the name, address, and telephone number of the civil engineer(s) involved with the project;
 - d. a statement, similar to Appendix E, from the civil engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act in the field of accessible site design and stating that he/she has reviewed the engineering documents for the project and that the design specifications therein fully

comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines;

- e. the name, address and telephone number of the architect(s) involved with the project;
- f. a statement, similar to Appendix E, that to the best of his professional judgment, knowledge, and belief, the design specifications therein comply with the Fair Housing Act and the Fair Housing Accessibility Guidelines; and
- g. if the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or complex, Defendants shall obtain and maintain (and provide to the United States upon request) a statement from the site engineer or architect, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines.

29. For the duration of this Consent Order, if MCS, Stempien, and/or Lipka prepare any site plans, architectural plans, drawings or blueprints for covered multifamily housing, MCS, Stempien and/or Lipka shall include on or affix to such plans, drawings, or blueprints, the statement set out in Appendix E. For the duration of this Consent Order, MCS, Stempien, and Lipka shall, upon request, provide to the United States a list of all such multifamily housing that they have designed or are designing during the term of this Consent Order.

X. MONETARY DAMAGES TO AGGRIEVED PERSONS AT THE ENCLAVE APARTMENTS

30. Within thirty (30) days after the date of this Order, Defendant Enclave shall pay a total of \$25,000 (“Settlement Fund”) and shall deposit such amount in an interest-bearing escrow account designated as “United States v. Enclave et al. Settlement Fund.” The Settlement Fund shall be for the purpose of paying monetary damages to any aggrieved persons who may have been harmed by the lack of accessible features at the Enclave Apartments.
31. Defendant MCS shall pay \$5,000 to the Settlement Fund for the purpose of paying monetary damages to any aggrieved persons who may have been harmed by the lack of accessible features at the Enclave Apartments. The payment shall be made by check made out to “United States v. Enclave et al. Settlement Fund” and shall be sent via overnight courier to counsel for the United States.
32. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth in this document.
33. Within fifteen (15) days of the entry of this Order, Defendant Enclave shall publish the Notice to Potential Victims of Housing Discrimination (“Notice”) at Appendix F informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in the news section of general circulation newspapers serving the communities of Macomb County, including the Macomb Daily. The publication dates shall be separated from one another by at least twenty-one (21) days, and at least two of the publication dates shall be a Sunday. Within ten (10) days of each publication date, Defendants Enclave shall

submit a copy of one of the newspapers containing the Notice to counsel for the United States.

34. Within fifteen (15) days of the entry of this Order, Defendant Enclave shall send a copy of the Notice to the organizations listed in Appendix I.
35. Within thirty (30) days of the entry of this Order, Defendant Enclave shall send by first-class mail, postage prepaid, a copy of the Notice to each tenant of the Enclave Apartments and to the last-known address of any past tenant of the Enclave Apartments. Within forty-five (45) days of entry of this Order, Defendant Enclave shall provide to counsel for the United States certification or proof that the Notice has been sent.
36. Defendant Enclave shall also make available for inspection and copying any documents that the United States believes may reasonably assist in the identification of 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 (including conducting door-to-door interviews of current tenants).
37. Within two hundred and ten (210) days from the entry of this Order, the United States shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Defendant Enclave in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. Defendant Enclave shall have fourteen (14) days to review the declaration and provide to the United States any documents or information that it believes may refute the claim.

38. After receiving Defendant Enclave's comments, the United States shall submit its final recommendations to the Court for approval, together with a copy of the declarations and any additional information submitted by Defendant Enclave. However, if the Defendants agree with the United States' recommendations, the recommendation shall be submitted to the Court in the form of a Stipulated Order. When the Court issues an order approving or changing the United States' proposed distribution of funds for aggrieved persons, Defendant Enclave shall, within ten (10) days of the Court's order, deliver to the United States checks 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 Settlement Fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix D.
39. If, after all payments to aggrieved persons have been made, a balance remains in the Settlement Fund, Defendant Enclave shall make a proposal to the United States for distribution of any balance to an organization or organizations dedicated to making housing available to persons with disabilities in the Macomb County community. If the proposal is acceptable, the United States shall submit the proposal to the Court and request that the distribution be included in the Court's order of distribution. Defendant Enclave shall, within ten (10) days of the Court's order, pay as directed by the Court.
40. Defendant Enclave shall permit the United States, upon reasonable notice, to review any records that may facilitate its determinations regarding the claims of alleged aggrieved persons.

XI. EDUCATIONAL PROGRAM

41. Within thirty (30) days of the entry of this Order, Defendants shall provide a copy of this Order to all their agents and employees involved in the design, construction, rental, or sale of covered multifamily dwellings and shall secure a signed statement from each agent or employee acknowledging that he or she has received and read the Order, and had an opportunity to have questions about the Order answered. This statement shall be substantially in the form of Appendix G. Copies of such signed statements shall be provided to the United States as set forth in Section XIII below.
42. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment with Defendants, each new agent or employee involved in the design, construction, rental, or sale of covered multifamily dwellings shall be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, and had an opportunity to have questions about the Order answered. This statement shall be substantially in the form of Appendix G. Copies of such signed statements shall be provided to the United States as set forth in Section XIII below.
43. 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). Defendants and all employees and agents whose duties, in whole or in part, involve the sale and/or rental of multifamily dwellings at issue in this case shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

44. Within ninety (90) days of the date of entry of this Consent Order, 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 multifamily dwellings at issue in this case shall undergo training on the design and construction requirements of the Fair Housing Act. 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 H.

XII. PUBLIC NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY

45. Within ten (10) days of the date of entry of this Consent Order, and for the duration of this Order, Defendant Enclave shall post and prominently display in the sales or rental offices of the Enclave Apartments, a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

46. For the duration of this Consent Order, in all advertising in newspapers, and in pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that any Defendant may develop, design, or construct, such Defendant(s) shall place, in a conspicuous location, a statement that the dwelling units include the features for persons with disabilities required by the federal Fair Housing Act.

XIII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

47. Within one hundred twenty (120) days after the date of entry of this Consent Order, each of the Defendants shall submit to the United States an initial report regarding the: (1) signed statements from all employees and agents, in accordance with Section XI of this Consent Order, that they have received and read the Order, and had an opportunity to have questions about the Order answered; and (2) the signed statements of Defendants' employees and agents who have completed the training program specified in Section XI of this Consent Order. If any one of the Defendants has no employee that is subject to the requirements of Section XI of this Consent Order, that Defendant shall submit a report so stating to the United States. Thereafter during the term of this Order, each Defendant shall, on the anniversary of the entry of this Order, submit to the United States a report containing the signed statements of new employees and agents certifying that, in accordance with Section XI of this Consent Order, they have received and read the Order, and had an opportunity to have questions about the Order answered. If any one of the Defendants has no new employees or agents, then such report is not required.
48. Defendants shall advise the United States in writing within fifteen (15) days of receipt of any written or oral administrative or legal fair housing complaint against any property

owned or managed by Defendants, or against any employees or agents of Defendants working at or for any such property, regarding discrimination on the basis of disability, or regarding retaliation, in housing. Upon reasonable notice, Defendants shall also provide the United States all information it may request concerning any such complaint.

Defendants shall also notify the United States in writing within fifteen (15) days of the resolution of any such complaint.

49. For the term of this Consent Order, Defendants are required to preserve all records related to this Consent Order, for the Enclave Apartments and all covered multifamily dwellings designed, constructed, or owned by them. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any records of Defendants or inspect any developments or residential units under Defendants' control bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants from such inspections.

XIV. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION

50. This Consent Order shall remain in effect for forty-eight (48) months after the date of its entry, or until one year after all retrofits, all deposits, and all notices required by this Consent Order have been completed, whichever occurs last. The United States may move to terminate Consent Order earlier if all retrofits, all deposits, and all notices required by this Consent Order are completed before the elapse of forty-eight (48) months. By consenting to entry of this Order, the United States and Defendants agree that in the event that 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).

51. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of the Order, at which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.
52. The United States and Defendants shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event Defendants fail to perform any act required by this Order in a timely manner, or, in the event Defendants fail to comply with any provision herein, the United States 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, and an award of any damages, costs, and attorneys’ fees which may have been occasioned by Defendants’ non-compliance or failure to perform.

XV. TIME FOR PERFORMANCE

53. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the United States and the relevant Defendants.

XVI. COSTS OF LITIGATION

54. Each party to this litigation will bear its own costs and attorneys’ fees associated with this litigation.

SO ORDERED this 27th day of September, 2011:

s/Arthur J. Tarnow
THE HONORABLE
ARTHUR J. TARNOW
United States District Judge

Agreed to by the parties as indicated by the signatures appearing below:

For the United States:

ERIC H. HOLDER, JR.
Attorney General

BARBARA L. McQUADE
United States Attorney
Eastern District of Michigan

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

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s/Steven H. Rosenbaum
STEVEN H. ROSENBAUM
Chief, Housing and Civil
Enforcement Section
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s/Lucy G. Carlson
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Lucy G. Carlson
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For Defendant the Enclave Development, LLC:

s/Wayne Segal w/ consent
WAYNE SEGAL
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and Sadler, PLC
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Bloomfield Hills, MI 49304

For Defendant MCS Associates, Inc.:

s/ William L. Kiriazis w/consent
WILLIAM L. KIRIAZIS
Vandever Garzia, P.C.
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Troy, MI 48098

For Defendant Chester Stempien Associates:

s/ Fred F. Butters w/consent
FRED F. BUTTERS, PLLC
26677 West Twelve Mile Road
Southfield, MI 48034

For Defendant Robert Lipka and Associates
a/k/a Robert Lipka, P.C.:

s/ Michael J. Sugameli w/consent
MICHAEL J. SUGAMELI
Sugameli & Sugameli, P.L.C.
2833 Crooks Road, Suite 104
Troy, MI 48084

APPENDICES A-1, A-2, and A-3

**CHANGES TO APARTMENT UNITS AT
THE ENCLAVE**

Defendant Enclave will retrofit the Enclave Apartments as specified in the attached retrofit lists and drawings.

Appendix A-1 is a retrofit list of required retrofits to specified public use and common areas (Part I), and interiors of all 200 units at the Enclave Apartments (Part II).

Appendix A-2 is a retrofit list summarizing required exterior retrofits at the Enclave Apartments.

Appendix A-3 is a site plan showing required retrofits to the exteriors, in greater detail, including ramps, sidewalks, routes to entryways, and entryways at the Enclave Apartments.

APPENDIX B

UNITS WHICH REQUIRE NO EXTERIOR RETROFITS

The parties have agreed that the following 36 units shall require no exterior retrofits pursuant to this Consent Order, but shall have interior retrofits as set out in Appendix A-1, Part II:

1C
1D
7A
11A
11B
11C
18B
18C
18D
24D
25D
29A
30A
30B
31C
31D
31E
31F
32C
32D
32E
32F
39C
39D
40D
42A
42B
42C
43B
43C
43D
44B
44C
44D
45A
45B

APPENDIX C

NOTICE OF RETROFITS AT THE ENCLAVE APARTMENTS

The Enclave is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that ground floor apartments in newer apartment communities and public and common use areas have certain features of physical accessibility for people with physical disabilities.

This is to advise you that, as a result of a settlement in a case brought by the United States against the owners and designers of this residential community, *United States v. the Enclave Development, L.L.C.*, we have agreed to modify the residences at the Enclave to provide greater accessibility for people with physical disabilities.

We want you to know that if you or your guests have physical disabilities, you may request to have your residence modified as soon as possible at no cost to you. Upon such request, your residence (and other similarly situated residences) will be given priority over other residences to be modified.

After all of the priority residences are modified, then vacant units will be modified, and lastly occupied residences. The actual work to your residence will take no more than a few visits to complete and work can be arranged around your schedule. In the unlikely event you have to move out temporarily, we will pay reasonable relocation and housing expenses while the modifications are being completed or in the alternative, offer to move you to an already modified residence as a permanent transfer.

The following is a summary of modifications that may be required:

- lowering the thermostats (all residence types)
- moving certain outlets (limited residence types)
- relocating bathroom fixtures (limited residence types)
- modifying cabinets under the sink in the kitchen and/or bathroom to make them removable (most residence types)
- relocating kitchen ranges, sinks and/or refrigerators (limited residence types)
- reversing the swing of the doors or replacing hinges (all residence types)
- widening interior doors (limited residence types)
- modifying the shelves in the hall closet (limited residence types)

For the specific modifications required of your residence type please contact our leasing center for details. While you do not have to request these modifications now, you should be aware that this work must be completed within three (3) years, regardless of your intention to

stay in the residence for a longer time. A representative will contact you with ample notice when these modifications are scheduled for your residence.

In addition to the interior modifications, the exterior access to the residences will be made accessible via either the front entrance or the garage entrance and connected to an accessible route throughout the public areas of the community. This will involve replacing most steps with ramps, repaving some driveways and walkways. You will always have access to your unit during this process.

We will also modify certain aspects of the public and common use areas. Generally, the contractors will modify or “retrofit” certain sidewalks and install ramps or modify existing ones. They will also be making some modifications to the mailboxes, club house, pool, parking spaces, pet litter stations, and trash facilities to make them more accessible to persons with disabilities. These modifications will take place in three phases so that all public areas will be accessible. If you have difficulty accessing the mailboxes or pet litter stations before the modifications are complete, you may request that management arrange for disposal of pet litter and/or for delivery of mail at no cost to you. Beginning on _____, 2011, contractors will be coming onto the property to begin the process of modifying public use and common areas.

We apologize for any inconveniences you may experience as a result of this work.

If you have any questions, please contact us at 586-677-0900.

APPENDIX D

RELEASE OF CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Order entered in United States v. The Enclave Development, LLC, Civil Action No. 09-10116, (E.D Mich.), 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 the issues alleged in this action as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

NAME (printed): _____

SIGNATURE: _____

DATE: _____

APPENDIX E

ARCHITECT'S/ENGINEER'S STATEMENT

I hereby state that I have read and am familiar with the accessibility requirements and provisions of the Fair Housing Act, 42 U.S.C. § 3604 (f) (1)-(3), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the "Act"), the Fair Housing Accessibility Guidelines, 24 CFR Chapter I, Subchapter A, Appendix II and III, ANSI A117.1-1986, and Sections 302 and 303 of the Americans with Disabilities Act, 42 U.S.C. §§ 12182 and 12183 ("ADA"), implemented by 28 C.F.R. pt. 36, including the ADA Standards, 28 C.F.R. pt. 36, Appendix A, and that the plans, drawings or designs that I am submitting are, to the best of my professional judgment, knowledge and belief, consistent with these requirements and provisions.

[Principal Engineer/Architect's Signature]

APPENDIX F

NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION

On _____, 2011, the United States District Court for the Eastern District of Michigan entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against the owner, architect, civil engineer and designer of The Enclave Apartments. The lawsuit alleges that the apartment units are not accessible to handicapped persons, particularly persons who use wheelchairs, in violation of the federal Fair Housing Act. In particular, the lawsuit alleges that there are steps leading to each front entrance (making it impossible for wheelchair users to enter the apartments) and that some of the bathrooms are designed in a way that makes them difficult for wheelchair users to enter and use.

The Consent Order establishes a Settlement Fund to compensate persons who have been harmed as a result of the inaccessibility of the Enclave Apartments. You or members of your family, or your friends, may be qualified to recover from the Settlement Fund if you (or members of your family or your friends):

- were discouraged from living at the Enclave Apartments because of the inaccessibility problems; or
- were inconvenienced while living at the Enclave Apartments by the inaccessibility problems.

If you believe you have been harmed because of the inaccessibility problems at the Enclave Apartments, or if you have information about someone else who may have been harmed, please contact the United States Department of Justice at:

**1-800-896-7743,
Mailbox Number 95**

You may also write to:

United States Department of Justice

Civil Rights Division

Housing and Civil Enforcement Section

950 Pennsylvania Ave., N.W. – G St.

Washington, D.C. 20530

You must call or write on or before _____, and your message or letter must include your name, address and, if possible, at least two telephone numbers where you may be reached.

APPENDIX G

Employee Statement

I _____, am an employee of [Name of Defendant],
_____ at [Where duties are performed] _____ and my duties
include [supervisory employee, sales or rental agent, and site manager involved in the design,
construction, sale or rental of covered dwellings] _____.

I have received and read a copy of the Consent Order in *United States v. The Enclave Development, L.L.C., et al.*, and have been given instruction on (1) the terms of this Consent Order, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements; and (3) my responsibilities and obligations under the Consent Order, the Fair Housing Act.

Date

[Employee Signature]

APPENDIX H

CERTIFICATION OF FAIR HOUSING TRAINING

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

(Signature)

(Print Name)

Date

APPENDIX I

LIST OF ORGANIZATIONS TO NOTIFY

Fair Housing Center of Metropolitan Detroit

Paralyzed Veterans of America – Michigan Chapter

Center for Independent Living – Blue Water Chapter

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Part I - Specified Public And Common Use Areas			
POOL AREA			
Pool Area	Req. 2; ANSI 4.2.5	The pool gate latch is mounted too high at 57"	Lower pool gate latch so that it is no more than 48"
Pool Area	Req. 2; ANSI 4.5.2; ANSI 4.3.7	The maneuvering clearance at the pool gate is not level.	Modify maneuvering space to no greater than 2% slope.
Pool Area	Req. 2; ANSI 4.29.3;	Emergency phone is not on an accessible route and is mounted too high	Install an emergency phone on an accessible route in pool area and ensure that is at an ANSI compliant height.
Pool Area	Req. 2; ANSI 4.13.6	Pool gate lacks the minimum required 18" pull-side maneuvering space.	Provide 18" pull-side maneuvering space on the latch side at pool gate.
TOILET ROOMS			
Pool Area Toilet Room Doors	Req. 2; ANSI 4.2.5; 4.28	Signs for women and men's rooms lack raised letters, lack braille, and are mounted too high.	Replace non-compliant signs with ANSI compliant signs.
Shower in Toilet Rooms	Req. 2; ANSI 4.21.2	Shower compartments in both rooms are 32" by 36" and are too small for a roll-in or a transfer shower	Enlarge shower compartments so that they are ANSI compliant.
Shower in Toilet Rooms	Req 2; ANSI 4.25.3	Shower head and soap dispenser in both rooms are mounted too high.	Lower the shower head and soap dispenser in both bathrooms so that they are at an ANSI compliant height.
Shower in Toilet Rooms	Req 2; ANSI 4.5.2	There is an abrupt level change at shower compartment threshold	Modify threshold to provide ANSI compliant change in level
Toilet Room Fixtures	Req 2; ANSI 4.18	Urinals and urinal controls in the men's room are mounted too high.	Relocate urinals and urinal controls so that they are at an ANSI compliant height.
Toilet Room Fixtures	Req. 2; ANSI 4.19.2.1	Knee clearance at the lavatory in both toilet rooms is less than 27" AFF 8" depth from the countertop edge.	Provide ANSI compliant knee clearance at the lavatory.
Toilet Room Fixtures	Req 2; ANSI 4.22.4; 4.25.3	Paper towel dispenser too high.	Lower dispenser so that it is at an ANSI compliant height.
Toilet Room Fixtures	Req 2; ANSI 4.17.6	There are no grab bars in the toilet compartments	Install ANSI compliant grab bars.
CLUBHOUSE			

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Clubhouse Interior	Req. 2; ANSI 4.13.6	The two doors from the great room to the toilet room and fitness center hallway lack the minimum 18" compliant pull-side maneuvering clearance at 4"	Provide 18" maneuvering clearance on pull-side for both doors.
Clubhouse Interior	Req. 2; ANSI 4.30; 4.32.5	The countertop is too high	Lower countertop to ANSI compliant height.
Clubhouse Interior	Req 2; ANSI 4.2.5	There is no compliant forward approach to sink	Modify base cabinet to provide ANSI compliant clear floor space at the sink.
Clubhouse Interior	Req. 2; ANSI 4.32.5.7	Microwave is too high	Relocate microwave so that it is at an ANSI compliant height or provide a portable microwave on countertop.
Clubhouse Interior	Req. 2; ANSI 4.2.4	There is no centered clear floor space at the range.	Provide ANSI compliant clear floor space at the range.
ACCESSIBLE PARKING			
Accessible Parking	Req. 2; ANSI 4.6; ADAAG	There are no accessible parking spaces	Provide that at least 2% of all parking spaces are ANSI compliant. Provide at least one van accessible parking space near leasing office that is ADA compliant. Provide sufficient visitor parking
MAILBOXES			
Building 2	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2"	Lower to 48" max AFF for forward reach.
Building 2	Req 2; ANSI 4.3.7	CLFS perpendicular to boxes is too steep at 6.5%	Provide a level maneuvering space (2% slope or less)
Building 5	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2"	Lower to 48" max AFF for forward reach.
Building 7	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2"	Lower to 48" max AFF for forward reach.
Building 8	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 59", 55" and 51"	Lower to 48" max AFF for forward reach.
Building 8	Req 2; ANSI 4.5.2	Damaged and uneven ground surface.	Provide a level maneuvering space (2% slope or less)
Building 11	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 59", 55" and 51"	Lower to 48" max AFF for forward reach.
Building 11	Req 2; ANSI 4.5.2	Damaged and uneven ground surface.	Provide a level maneuvering space (2% slope or less)

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Building 14	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2" at two sets of mailbox stands	Lower to 48" max AFF for forward reach.
Building 18	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2"	Lower to 48" max AFF for forward reach.
Building 18	Req 2; ANSI 4.5.2	Level change at mailbox pad 1/2" to 3/4" high, no bevel.	Grind the concrete edge at a ratio of 1:2.
Building 24	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2" at two sets of mailbox stands	Lower to 48" max AFF for forward reach.
Building 26	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2" at two sets of mailbox stands	Lower to 48" max AFF for forward reach.
Building 34	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 59", 55" and 51" at two sets of mailbox stands	Lower to 48" max AFF for forward reach.
Building 40	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2" at two sets of mailbox stands	Lower to 48" max AFF for forward reach.
Building 44	Req 2; ANSI 4.2.5, 4.2.6	Top 3 rows are too high at 58 1/2", 54 1/2" and 50 1/2"	Lower to 48" max AFF for forward reach.
PET LITTER STATIONS			
Buildings 2, 5, 7, 8, 11, 14, 18, 24, 26, 29, 34, 37, 40, 44	Req 2; ANSI 4.3.2(4)	There is no accessible route to the pet litter stations because they are located within landscaped areas.	Locate pet litter stations on accessible route.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
HAMPTON (2BR, 2BA): 20 Units - 3B, 3C, 4B, 4C, 5B, 5C, 10B, 10C, 11B, 11C, 12B, 12C, 17B, 17C, 18B, 18C, 19B, 19C, 20B, 20C		Part II - Unit Interiors	RETROFIT ALL HAMPTON UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Entry Door Thresholds - Hampton	Req. 4-(4); 4-(6)	The threshold of the primary entry door is too high and not beveled on the interior side.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Hampton	Req 4 - (4)	The threshold is too high and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Hampton	Req. 4-(2)	Carpet transition strips have a noncompliant bevel.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.
Passage Doors (bedrooms, bathrooms, master bedroom closet, garage, and laundry room) - Hampton	Req. 3-(2)	Doors to the bedroom, bathroom, garage (from interior), master bedroom closet and laundry room are too narrow at 2' -8" wide.	Install 2'-10" doors to all bedroom, bathroom, master bedroom closet, garage (from interior) and laundry rooms to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Hampton	Req. 5	The thermostats are mounted too high at 54"	Lower thermostat controls above floor to 48" to center of controls.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Kitchen sink outlet on right -- Hampton	Req. 5	Outlet is mounted too close to the corner.	Move outlet to a compliant location
Range wall left outlet - Hampton	Req. 5	Outlet is mounted too close to the corner.	Move outlet to a compliant location
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its.
		USABLE KITCHENS AND BATHROOMS	
Hall Bath Clear Floor Space- Hampton	Req. 7(2)(a)(i)	The bathroom does not have a 30" by 48" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Hall Bath Sink- Hampton	Req. 7(2)(a)(ii)	There is insufficient clearance at the front of the sink for a centered side approach. The centerline is 12" from the wall.	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet.
Master Bath Clear Floor Space- Hampton	Req. 7(2)(a)(i)	The bathroom does not have a 30" by 48" clear floor space beyond the door swing.	Enlarge bathroom width to provide compliant clear floor space beyond the door swing.
Master Bath Shower - Hampton	Req. 7(2)	There is insufficient clearance at the shower	Enlarge bathroom width to provide 30" from the tip of toilet to opposite wall.
Master Bath Sink- Hampton	Req. 7(2)(a)(ii)	There is insufficient clearance at the front of the sink for a centered side approach; the centerline of lavatory is 13" from wall.	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet. Install offset sink so that centerline is 15" from the wall.
DYNASTY (2BR, 2BA): 14 Units - 3A, 3D, 4A, 4D, 10A, 10D, 11A, 11D, 12A, 12D, 18A, 18D, 19A, 19D			RETROFIT ALL DYNASTY UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Primary Entry Door Thresholds - Dynasty	Req. 4-(4); 4-(6)	The thresholds of the primary entry doors of the covered units are too high and not beveled on the interior side in all units.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Dynasty	Req 4 - (4)	The threshold is too high and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Dynasty	Req. 4(2)	Carpet transition strips have a noncompliant bevel.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.
Passage Doors (bedrooms, bathrooms, master bedroom closet, garage, and laundry room) - Dynasty	Req. 3-(2)	Doors to bedroom, bathroom, the master bedroom closet, garage (from unit interior), and laundry room are too narrow at 2' -8" wide in all units.	Install 2'-10" doors to all bedroom, bathroom, master bedroom closet, garage (from unit interior) and laundry rooms to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Dynasty	Req. 5	The thermostats are mounted too high at 54"	Lower thermostat controls above floor to 48" to center of controls.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Dynasty	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Hall Bath Sink-Dynasty	Req. 7	There is insufficient clearance at the front of the sink for a centered side approach	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet.
Hall Bath Clear Floor Space- Dynasty	Req. 7(2)(a)(i)	The bathroom does not have a 30" by 48" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Master Bath Clear Floor Space- Dynasty	Req. 7(2)(a)(i)	There is insufficient clearance beyond door swing.	Enlarge bathroom width to provide compliant clear floor space beyond the door swing.
Master Bath Sink-Dynasty	Req. 7(2)(a)(ii)	There is insufficient clearance at the front of the sink for a centered side approach. Centerline is 13"	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet. Install offset sink so that centerline is 15" from the wall.
Master Bath Shower-Dynasty	Req. 7(2)	There is insufficient clearance at the shower.	Enlarge bathroom width to provide 30" from the tip of toilet to opposite wall.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
EMBASSY (1BR, 1BA) 20 Units - 6B, 6E, 9B, 9E, 13B, 13E, 15B, 15E, 16B, 16E, 30B, 30E, 31B, 31E, 32B, 32E, 36B, 36E, 45B, 45E			RETROFIT ALL EMBASSY UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Entry Door Thresholds - Embassy	Req. 4-(4); 4-(6)	The thresholds of the primary entry doors of the covered units are too high and not beveled on the interior side in all units.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Embassy	Req 4 - (4)	The threshold is too high and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Embassy	Req. 4-(2)	Carpet transition strips have a noncompliant bevel.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.
Passage Doors (bedroom, bathroom, closet, door from garage, and laundry room) - Embassy	Req. 3-(2)	Doors to bedroom, bathroom, closet, garage (from unit interior) and laundry room are too narrow at 2' -8" wide in all units.	Install 2'-10" doors to all bedroom, bathroom, closet, garage (from unit interior) and laundry rooms to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Embassy	Req. 5	The thermostats are mounted too high	Lower thermostat controls above floor to 48" to center of controls.
Electrical Outlets - Embassy Units	Req. 5	Kitchen outlet (refrigerator wall right) is mounted too close to the refrigerator and too high	Move outlet to a compliant location
		REINFORCED WALLS FOR GRAB BARS	

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Grab Bar Reinforcements near toilets, showers and tubs - Embassy	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Bath Clear Floor Space- Embassy	Req. 7(2)(a)(i)	The bathroom does not have a 30" by 48" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Bath Sink- Embassy	Req. 7(2)(a)(ii)	There is insufficient clearance at the front of the sink for a centered side approach because the centerline is 16" from the sidewall.	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet.
ASPEN (2BR, 2BA): 10 Units - 1A, 1D, 2A, 2D, 7A, 7D, 8A, 8D, 14A, 14D			RETROFIT ALL ASPEN UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Entry Door Thresholds - Aspen	Req. 4-(4); 4-(6)	The thresholds of the primary entry doors of the covered units are too high and not beveled on the interior side in all units.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Aspen	Req 4 - (4)	The threshold is too high and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Aspen	Req. 4-(2)	Carpet transition strips have a noncompliant bevel.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.
Passage Doors (bedrooms, bathrooms, closet, door from garage, and laundry room) - Aspen	Req. 3-(2)	Doors to bedroom, bathroom, closet, garage (from unit interior) and laundry room are too narrow at 2' -8" wide in all units.	Install 2'-10" doors to all bedroom, bathroom, closet, garage (from unit interior) and laundry room to provide a 32" nominal clear width or install swing clear hinges

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Aspen	Req. 5	The thermostats are mounted too high	Lower thermostat controls above floor to 48" to center of controls.
Electrical Outlets - Aspen Units	Req. 5	One kitchen outlet is mounted too close to refrigerator	Move outlet to a compliant location.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Aspen	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Kitchen Range - Aspen	Req. 7(1)(a)	There is no centered clear floor space at the range due to the corner location	Modify the kitchen to provide 30" by 48" centered clear floor space to allow parallel wheelchair approach to the range or replace adjacent base cabinet with a removable cabinet..
FLORENTINE (1BR, 1BA): 8 Units - 6A, 9A, 15A, 16F, 30F, 31A, 32F, 36F			RETROFIT ALL FLORENTINE UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Entry Door Thresholds - Florentine	Req. 4-(4); 4-(6)	The thresholds of the primary entry doors of the covered units are too high and not beveled on the interior side in all units.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Florentine	Req 4 - (4)	The threshold is too high and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Florentine	Req. 4-(2)	Carpet transition strips have a noncompliant bevel.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Passage Doors (bedroom, bathroom, closet, garage, and laundry room) - Florentine	Req. 3-(2)	Doors to bedroom, bathroom, closet, garage (from unit interior) and laundry room are too narrow at 2' -8" wide in all units.	Install 2'-10" doors to all bedroom, bathroom, closet, garage (from unit interior) and laundry rooms to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Florentine	Req. 5	The thermostats are mounted too high	Lower thermostat controls above floor to 48" to center of controls.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Florentine	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Bath Clearance - Florentine	Req. 7-(2)(a)(i)	The bathroom does not have a 30" by 48" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Bath Lavatory - Florentine	Req. 7-(2)(a)(ii)	There is insufficient clearance at the front of the lavatory for a centered side approach, as the centerline is 19"	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet.
Kitchen Range - Florentine	Req. 7-(1)(a)	There is no centered clear floor space at the range due to the proximity of the refrigerator.	Modify the kitchen to provide 30" by 48" centered clear floor space by replacing refrigerator with a less deep model.
Kitchen Sink - Florentine	Req. 7-(1)(a)	There is insufficient clearance at the sink due to the corner location	Modify the kitchen to provide 30" by 48" centered clear floor space to allow parallel wheelchair approach to the sink.
CAPRI (1 BR, 1BA): 20 Units - 6C, 6D, 9C, 9D, 13C, 13D, 15C, 15D, 16C, 16D, 30C, 30D, 31C, 31D, 32C, 32D, 36C, 36D, 45C, 45D			RETROFIT ALL CAPRI UNITS

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Entry Door Thresholds - Capri	Req. 4-(4); 4-(6)	The thresholds of the primary entry doors of the covered units are too high and not beveled on the interior side in all units.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Capri	Req 4 - (4)	The threshold is too high and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Capri	Req. 4-(2)	Carpet transition strips have a noncompliant bevel.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.
Passage Doors (bedroom, bathroom, closet, garage and laundry room) - Capri	Req. 3-(2)	Doors to bedroom, bathroom, closet, garage (from unit interior) and laundry room are too narrow at 2' -8" wide in all units.	Install 2'-10" doors to all bedroom, bathroom, closet, garage (from unit interior) and laundry rooms to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Capri	Req. 5	The thermostats are mounted too high	Lower thermostat controls above floor to 48" to center of controls.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Capri	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Bath - Capri	Req. 7-2(a)(i)	The bathroom does not have a 30" by 48" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Bath Lavatory - Capri	Req. 7-(2)(a)(ii)	There is insufficient clearance at the front of the lavatory for a centered side approach because the centerline is 19"	Install removable base cabinet and insulate pipe. Extend the floor finishes under the removable cabinet.
Refrigerator - Capri	Req. 7-(1)(a)	There is no centered clear floor space at the refrigerator due to the corner location	Where requested, slide referigerator so that it is flush with door to laundry room. An intolerance of 37 1/2" in width is permitted.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
BOMBAY (1BR, 1BA): 10 Units - 1B, 1C, 2B, 2C, 7B, 7C, 8B, 8C, 14B, 14C			RETROFIT ALL BOMBAY UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Entry Door Thresholds - Bombay	Req. 4-(4); 4-(6)	The thresholds of the primary entry doors of the covered units are too high at 1" and not beveled on the interior sides.	Replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strip at Kitchen - Bombay	Req. 4-(2)	Carpet transition strips have a noncompliant bevel and are 3/4" high.	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed 1/2" and is beveled at 1:2.
Garage Door Threshold Bombay	Req 4 -(4)	The threshold is too high at 1 1/2" on interior and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Bedroom Door - Bombay	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Bedroom Walk-In Closet Door - Bombay	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Laundry Room Door - Bombay	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Walk-in Closet Door at Laundry Room - Bombay	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Bathroom Door - Bombay	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Garage Door from unit interior - Bombay	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Bombay	Req. 5	The thermostats are mounted too high at 61 1/2" AFF.	Lower thermostat controls above floor to 48" to center of controls.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Bombay	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Bath Lavatory - Bombay	Req. 7-(2)(a)(ii)	Lavatory is 15 1/2" from sidewall	Install removable base cabinet and insulate pipe. Extend the floor and wall finishes under the removable cabinet.
Kitchen Width at Refrigerator - Bombay	Req. 7-(1)(b)	Width is 38" at refrigerator and located in corner.	Install removable base cabinet across from refrigerator. Extend the floor and wall finishes.
JEWEL (1BR, 1BA): 12 Units - 6F, 9F, 13A, 13F, 15F, 16A, 30A, 31F, 32A, 36A, 45A, 45F			RETROFIT ALL JEWEL UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Unit Entry Door - Jewel	Req. 4-(6)	Exterior side of entrance door has a level change that is 3" at the threshold.	Raise the exterior landing level to no lower than 1/2" from the interior finished level.
Primary Entry Door Threshold - Jewel	Req. 4-(4)	Interior side is too high at 1" high and not beveled.	Replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Jewel	Req 4 -(4)	The threshold is too high at 1 1/4" on interior and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strip at Kitchen - Jewel	Req. 4-(2)	Carpet transition strip at kitchen has a noncompliant bevel that is 3/4" high.	Replace non-compliant carpet transition strip with a transition strip that doesn't exceed 1/2" and is beveled at 1:2.
Bedroom Door - Jewel	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Bedroom Walk-In Closet Door - Jewel	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Laundry Room Door - Jewel	Req. 3-(2)	Door is too narrow at 2' -8".	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Walk-in Closet Door at Laundry Room - Jewel	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Bathroom Door - Jewel	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Closet near unit entrance door-door width	Req. 3(2)	Closet is 27" deep and door is too narrow at 23 1/2."	Install door that provides minimum 31 5/8" minimum clear opening width or provide extendable shelves. Move hanging rod forward where present.
Garage Door from unit interior - Jewel	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostat - Jewel	Req. 5	The thermostat is mounted too high at 52 1/2" AFF.	Lower thermostat controls above floor to 48" to center of controls.
Kitchen Outlet Right of Range - Jewel	Req. 5	Kitchen outlet is too close to the refrigerator (4" from the refrigerator).	Move outlet to a compliant location.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Jewel	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Bath Clear Floor Space Jewel	Req. 7-(2)(a)(i)	The bathroom has a 32 1/2" by 34 1/2" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Bath Lavatory- Jewel	Req. 7-(2)(a)(ii)	There is too little clearance at the sink for a centered side approach because the center line is 17" from the sidewall.	Install removable base cabinet and insulate pipe for forward approach. Extend the floor finishes under the removable cabinet.
Kitchen Range - Jewel	Req. 7 (1)(a)	There is too little clearance for a centered side approach because the center line is 16 1/2" from the adjacent base cabinet.	Install removable base cabinet under the kitchen sink to provide clearance at the range for centered side approach. Extend the floor finishes under the removable cabinet.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Kitchen Sink - Jewel	Req. 7 (1)(a)	There is too little clearance for a centered side approach because the center line is 21 1/2" from the adjacent base cabinet.	Install removable base cabinet and insulate pipe and floor for forward approach. Extend the floor finishes under the removable cabinet.
GRAND (2BR, 2BA): 6 Units - 5A, 5D, 17A, 17D, 20A, 20D			RETROFIT ALL GRAND UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Unit Entry Door - Grand	Req. 4-(6)	Exterior side of entrance door has a level change that is 2 1/2" at the threshold.	Raise the exterior landing level to no lower than 1/2" from the interior finished level and replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Primary Entry Door Threshold - Grand	Req. 4-(4)	Interior side is too high at 1" high and not beveled.	Replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Grand	Req 4 -(4)	The threshold is too high at 1 1/4" on interior and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Both Bedroom Doors - Grand	Req. 3-(2)	Both bedroom doors are too narrow at 2' - 8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Master Bedroom Walk-In Closet Door - Grand	Req. 3-(2)	Master bedroom walk-in closet door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Laundry Room Door - Grand	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Walk-in Closet Door at Laundry Room - Grand	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Hall Bathroom Door - Grand	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Master Bathroom Door - Grand	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Garage Door from unit interior - Grand	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Carpet Transition Strips - Grand	Req. 4-(2)	Carpet transition strips have a noncompliant bevel and are too high at 3/4".	Replace non-compliant carpet transition strips with a transition strip that doesn't exceed .5" and is beveled at 1:2.
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostats - Grand	Req. 5	The thermostats are mounted too high at 54" AFF.	Lower thermostat controls above floor to 48" to center of controls.
Kitchen Outlet - left of sink	Req. 5	Outlet is too close to countertop corner (15" from the corner).	Move outlet to a compliant location.
Kitchen Outlet - right of range	Req. 5	Outlet is too close to countertop corner (25" from the corner).	Move outlet to a compliant location.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Grand	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHENS AND BATHROOMS	
Hall Bath Clear Floor Space- Grand	Req. 7-(2)(a)(i)	The bathroom has a 39 1/2" by 25" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Hall Bath Lavatory- Grand	Req. 7-(2)(a)(ii)	There is too little clearance at the sink for a centered side approach because the center line is 12" from the sidewall.	Install offset sink so that centerline is 15" from the wall with removable base cabinet with finished wall and floor surfaces below the lavatory.
Master Bath Clear Floor Space- Grand	Req. 7-(2)(a)(i)	The bathroom has a 26 1/2" by 57 3/4" clear floor space beyond the door swing	Enlarge bathroom width to provide 30" by 48" clear floor space beyond the door swing (door already swings out).
Master bathroom shower CLFS - Grand	Req 7 - (2)	The bathroom has a 26 1/2" by 57 3/4" clear floor space in front of the shower measured from the tip of the toilet to the opposite wall.	Enlarge bathroom width to provide 30" from the tip of toilet to opposite wall.
Master bathroom lavatory - Grand	Req 7- (2)(a)(ii)	The centerline of the lavatory is 12" from sidewall.	Install offset sink so that centerline is 15" with removable base cabinet with finished wall and floor surfaces below the lavatory.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
BENTLY (2BR, 2BA): 30 Units - 21A, 21D, 22A, 22D, 23A, 23D, 24A, 24D, 25A, 25D, 26A, 26D, 27A, 27D, 28A, 28D, 29A, 29D, 33A, 33D, 34A, 34D, 40A, 40D, 41A, 41D, 43A, 43D, 44A, 44D			RETROFIT ALL BENTLY UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Unit Entry Door - Bently	Req. 4-(6)	Exterior side of entrance door has a level change that is 1/2" at the threshold and no bevel.	Replace with a threshold that doesn't exceed .75" and is beveled at 1:2
Primary Entry Door Threshold - Bently	Req. 4-(4)	Interior side is too high at 3/4" high and not beveled.	Replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Bently	Req 4 -(4)	The threshold is too high at 1 1/4" on interior and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Both Bedroom Doors - Bently	Req. 3-(2)	Both bedroom doors are too narrow at 2' - 8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Bedroom Walk-In Closet Door - Bently	Req. 3-(2)	Master bedroom walk-in closet door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Walk-in Closet Door at Laundry Room - Bently	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Hall Bathroom Door - Bently	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Master Bathroom Door - Bently	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Garage Door from unit interior - Bently	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Closet near unit entrance door - Bently	Req. 3-(2)	Closet is 30" deep and door is too narrow at 24."	Install door that provides minimum 31 5/8" minimum clear opening width or provide extendable shelves and extend hanging rod forward, where rod is already present.
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostat - Bently	Req. 5	The thermostat is mounted too high at 53 1/2" AFF.	Lower thermostat controls above floor to 48" to center of controls.
Kitchen Outlet left of Range - Bently	Req. 5	Kitchen outlet is too close to the corner at 28 1/4" from the corner.	Move outlet to a compliant location.
		REINFORCED WALLS FOR GRAB BARS	
Master bathroom reinforcement	Req 6	Banjo countertop is located behind toilet.	Clear wall space for future installation of grab bar.
Grab Bar Reinforcements near toilets, showers and tubs	Req 6	There are no grab bar or grap bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install wing-its and grab bars, where requested by a tenant as provided in this consent order.
		USABLE KITCHENS AND BATHROOMS	
Hall Bath Clear Floor Space- Bently	Req. 7-(2)(a)(i)	The bathroom has a 25 1/2" by 37 1/2" clear floor space beyond the door swing	Reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Hall Bath Lavatory- Bently	Req. 7-(2)(a)(ii)	There is too little clearance at the sink for a centered side approach because the center line is 12" from the sidewall.	Install offset sink so that centerline is 15" with removable base cabinet with finished wall and floor surfaces below the lavatory for a forward approach.
Hall Bath Toilet - Bently	Req 7-(2)(a)(ii)	There is too little clearance at the toilet because the center line is 14" from the sidewall.	Install offset flange so that centerline is 16" from the sidewall.
Kitchen sink- Bently	Req 7 (1)(a)	There is not enough clearance at the sink for a centered side approach because the centerline of sink is 19 1/2" from adjacent base cabinet	Install removable base cabinet with finished wall and floor surfaces for forward approach.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
GENTRY (2BR, 2BA): 10 Units - 35A, 35D, 37A, 37D, 38A, 38D, 39A, 39D, 42A, 42D			RETROFIT ALL GENTRY UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Unit Entry Door - Gentry	Req. 4-(6)	Exterior side of entrance door has a level change that is 1/2" at the threshold.	Replace with a threshold that doesn't exceed .75" and is beveled at 1:2
Primary Entry Door Threshold - Gentry	Req. 4-(4)	Interior side is too high at 3/4" high and not beveled.	Replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Gentry	Req 4 -(4)	The threshold is too high at 1 1/4" on interior and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strips - Gentry	Req. 4-(2)	Carpet transition strip has a noncompliant bevel and is too high at 3/4"	Replace non-compliant carpet transition strip with a transition strip that doesn't exceed 1/2" and is beveled at 1:2.
Bedroom Door - Gentry	Req. 3-(2)	Second bedroom door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Bedroom Walk-In Closet Door -Gentry	Req. 3-(2)	Both bedroom walk-in closet doors are too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Walk-in Closet Door at Laundry Room - Gentry	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Hall Bathroom Door - Gentry	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Master Bathroom Door - Gentry	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Garage Door from unit interior - Gentry	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
Thermostats - Gentry	Req. 5	The thermostat is mounted too high at 57 3/4" AFF.	Lower thermostat controls above floor to 48" to center of controls.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Gentry	Req 6	There are no grab bar or grap bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
Hall bathroom reinforcement	Req 6	Banjo countertop is located behind toilet.	Clear wall space for future installation of grab bar.
		USABLE KITCHENS AND BATHROOMS	
Hall Bath Clear Floor Space- Gentry	Req. 7-(2)(a)(i)	The bathroom has a 32 1/2" by 24 clear floor space beyond the door swing	Master bathroom qualifies as an option B layout. No need to retrofit if the violations in the master bathroom are retrofitted. Otherwise, reverse swing of the door to provide a 30" by 48" clear floor space on the inside.
Hall Bath Lavatory-Gentry	Req. 7-(2)(a)(ii)	There is too little clearance at the sink for a centered side approach because the center line is 12" from the sidewall.	Master bathroom qualifies as an option B layout. No need to retrofit if the violations in the master bathroom are retrofitted. Otherwise install removable base cabinet with finished wall and floor surfaces below the lavatory with 15" minimum centerline.
Master Bath Toilet Clearance - Gentry	Req 7-(2)(b)(iv)	Master bathroom clearance width is too narrow at 42 1/2." Toilet is in alcove where adjacent wall is 38 deep"	Move toilet forward 14" to provide compliant clear floor space so that toilet does not recess deeper than 24" into the alcove.

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.		Retrofit
MANCHESTER (2BR, 2BA): 40 Units - 21B, 21C, 22B, 22C, 23B, 23C, 24B, 24C, 25B, 25C, 26B, 26C, 27B, 27C, 28B, 28C, 29B, 29C, 33B, 33C, 34B, 34C, 35B, 35C, 37B, 37C, 38B, 38C, 39B, 39C, 40B, 40C, 41B, 41C, 42B, 42C, 43B, 43C, 44B, 44C			RETROFIT ALL MANCHESTER UNITS
		USABLE DOORS AND ACCESSIBLE ROUTES INTO AND THROUGHOUT THE UNITS	
Primary Unit Entry Door - Manchester	Req. 4-(6)	Exterior side of entrance door has a level change that is 3/4" at the threshold.	Replace with a threshold that doesn't exceed .75" and is beveled at 1:2
Primary Entry Door Threshold - Manchester	Req. 4-(4)	Interior side is too high at 1" high and not beveled.	Replace non-compliant, entry door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Garage Door Threshold Manchester	Req 4 -(4)	The threshold is too high at 1 1/4" on interior and is not beveled.	Replace non-compliant, garage door threshold with a threshold that doesn't exceed .75" and is beveled at 1:2
Carpet Transition Strip - Manchester	Req. 4-(2)	Carpet transition strip at kitchen has a noncompliant bevel and is too high at 3/4".	Replace non-compliant carpet transition strip with a transition strip that doesn't exceed 1/2" and is beveled at 1:2.
Bedroom Doors - Manchester	Req. 3-(2)	Bedroom door (not master bedroom) are too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges

APPENDIX A-1 RETROFITS - THE ENCLAVE APARTMENTS

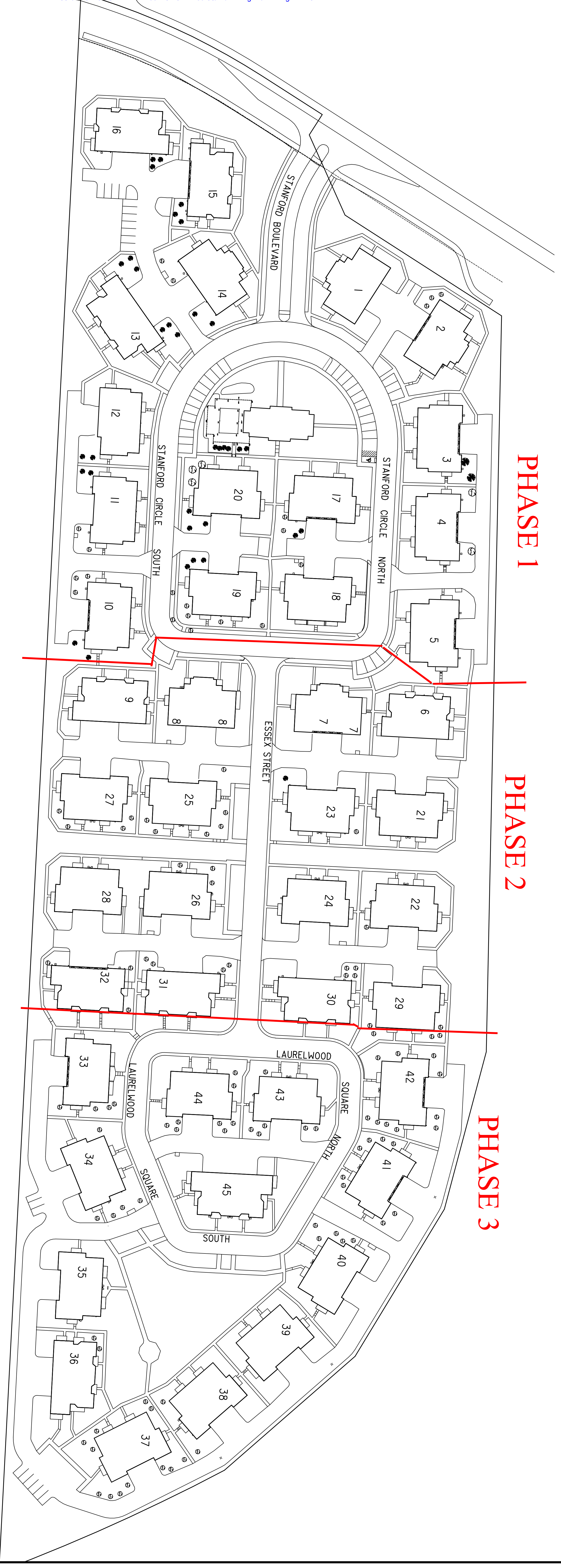
Location	FHAG; ANSI Cits.		Retrofit
Bedroom Walk-In Closet Door - Manchester	Req. 3-(2)	Both bedroom walk-in closet doors are too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Walk-in Closet Door at Laundry Room - Manchester	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Hall Bathroom Door - Manchester	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Master Bathroom Door - Manchester	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
Garage Door from unit interior - Manchester	Req. 3-(2)	Door is too narrow at 2' -8."	Install 2'-10" door to provide a 32" nominal clear width or install swing clear hinges
		LIGHT SWITCHES, ELECTRICAL OUTLETS AND THERMOSTATS	
Thermostat - Manchester	Req. 5	The thermostat is mounted too high at 52 1/2" AFF.	Lower thermostat controls above floor to 48" to center of controls.
		REINFORCED WALLS FOR GRAB BARS	
Grab Bar Reinforcements near toilets, showers and tubs - Manchester	Req 6	There are no grab bar or grab bar reinforcements in bathroom walls in any units according Anthony Lombardo	Install, where requested by a tenant as provided in this consent order, wing-its and grab bars.
		USABLE KITCHEN AND BATHROOMS	
Master Bath Toilet Clearance - Manchester	Req 7-(2)(b)(iv)	Master bathroom clearance width is too narrow at 43 1/2." Toilet is in alcove where wall is 37 1/2" deep.	Move toilet forward 13" to provide compliant clear floor space so that toilet does not recess deeper than 24" into the alcove.

APPENDIX A-2 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.	Barrier	Retrofit
Routes to Entrances at Ground Floor Units	Req. 1 & 2	The entrances to the units are inaccessible because of steps, gaps, abrupt level changes, or excessive slopes to the unit entrances or in the sidewalk connection from the parallel sidewalk to the unit entrances. The retrofits for each unit are detailed in Appendix A-3.	Provide accessible route to entrance as shown in Appendix A-3 by making the retrofits set forth in Appendix A-3 for each unit. In summary, these retrofits comprise creating accessible ramps or walkways to the primary entrance of each unit, or using the garage as an alternative accessible route. In addition to retrofits shown on Appendix A-3, grind down concrete edge and fill gap for units 13B, 14B, 21A, 26B, 26C, 26D, 29B, 29C, 29D, 43A, 44A, 45E, 45F ; these units will be made accessible regardless of whether retrofits are shown on Appendix A-3.
Dwelling Unit Entrance Doors	Req 2	The exterior side of all 200 dwelling unit entrance doors listed in Appendix A-2 are inaccessible because they are not equipped with usable hardware.	Replace knob hardware with lever hardware at primary entrances for all units. Where the garage is the accessible route to the unit, as shown in Appendix A-3, replace knob hardware on door from garage into unit with lever hardware.
Accessible Route from Covered Dwelling Units to Common-use Areas	Req. 1 (5) and 2	There are no accessible routes from the covered dwelling units to the common use areas, including the leasing office, clubhouse, swimming facilities, picnic areas, parking, trash disposal areas, and mailboxes, due to excessive running and cross slopes in the sidewalks and on the path of travel from the attached garages to the sidewalks, noncompliant gaps in many locations, and non compliant curb ramps to cross vehicular drives. These gaps are detailed in Appendix A-3 and need be retrofitted to the extent they are on accessible route plan	Provide an accessible route from covered dwelling units to all common use areas, including to the leasing office, clubhouse, swimming facilities, picnic areas, parking, trash and disposal areas, and mailboxes.

APPENDIX A-2 RETROFITS - THE ENCLAVE APARTMENTS

Location	FHAG; ANSI Cits.	Barrier	Retrofit
<p>Accessible Route from Covered Dwelling Units to Pedestrian Arrival Areas,</p>	<p>Req. 1 (5) and 2</p>	<p>There are no accessible routes from the covered dwelling units to the pedestrian arrival areas, including parking spaces, public sidewalks, public street, and public transportation stops, due to excessive running and cross slopes in the sidewalks and on the path of travel from the attached garages to the sidewalks, noncompliant gaps in many locations, and non compliant curb ramps to cross vehicular drives.</p>	<p>Provide an accessible route from 164 covered dwelling units to all pedestrian arrival areas, including to parking spaces, public sidewalks, and primary public street.</p>



PHASE 1

PHASE 2

PHASE 3

REV. 8/23/11 PER 000
REV. 8/29/11 PER 000
REV. 8/29/11 PER 000



COMMUNITY E.S.
 ENCLAVES
 APARTMENTS
 PART OF SECTION 27 OF AN
 UNINCORPORATED TOWNSHIP
 WASHINGTON COUNTY, MICHIGAN

DATE	Oct. 29, 2010	SCALE
DRAWN BY	R.S.H.	SHEET
CHECKED BY	C.D.P.	DRAWING
E-10-0138		