

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

UNITED STATES OF AMERICA, )

Plaintiff, )

v. )

DOUGLAS E. PAULEY; TYLER HEIGHTS )  
LIMITED PARTNERSHIP; TRACE RIDGE )  
LIMITED PARTNERSHIP; BARBARA )  
HEIGHTS LIMITED PARTNERSHIP; )  
DARA HEIGHTS LIMITED PARTNERSHIP; )  
SPRUCE COVE LIMITED PARTNERSHIP; )  
QUARRY GLENN LIMITED PARTNERSHIP; )  
PAULI HEIGHTS LIMITED PARTNERSHIP; )  
PLATEAU OAKS LIMITED PARTNERSHIP; )  
JENNA LANDING LIMITED PARTNERSHIP; )  
DYLAN HEIGHTS LIMITED PARTNERSHIP; )  
PERKINS PARKE LIMITED PARTNERSHIP; )  
VANMETER HEIGHTS LIMITED )  
PARTNERSHIP; DEER FOREST LIMITED )  
PARTNERSHIP; LYNNELLE LANDING )  
LIMITED PARTNERSHIP; CRANBERRY )  
COVE LIMITED PARTNERSHIP; MILL )  
CREEK LANDING LIMITED PARTNERSHIP; )  
HOPE LANDING LIMITED PARTNERSHIP; )  
UPPER FALLS LANDING LIMITED )  
PARTNERSHIP; FORT SPRINGS LIMITED )  
PARTNERSHIP; PLEASANT HEIGHTS )  
LIMITED PARTNERSHIP; UNION PLACE )  
LIMITED PARTNERSHIP; BROOK )  
VILLAGE LIMITED PARTNERSHIP; ELLE )  
BELLA VILLA LIMITED PARTNERSHIP; )  
GARRETT MILLS LIMITED PARTNERSHIP; )  
HUDSON PLACE LIMITED PARTNERSHIP; )  
MILTON PLACE LIMITED PARTNERSHIP; )  
VIRGINIA WAY LIMITED PARTNERSHIP; )  
WILSHERE LANDING LIMITED )  
PARTNERSHIP; SUE TERRACE II LIMITED )  
PARTNERSHIP; and FAYETTE MANOR )  
LIMITED PARTNERSHIP, )

Defendants. )

Civil Action No. 2:13 - 32564

## REVISED CONSENT ORDER

This revised proposed Consent Order (“Consent Order” or “Order”) is submitted jointly by the parties for the approval of and entry by the Court, replacing the proposed Consent Order that was filed with the United States’ Complaint in this action on December 18, 2013. This Order resolves the claims of the United States that the Defendants have violated the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 – 3619, and the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181 – 12189, by engaging in a pattern or practice of discrimination against persons with disabilities and denying rights to a group of persons because of disability by failing to design and construct features of accessible and adaptive design and construction required by those acts.

There has been no factual finding or adjudication with respect to any matter alleged by the United States. The parties have entered into this Order to avoid the risks, expense, and burdens of litigation and to resolve voluntarily the claims in the United States’ Complaint.

### I. INTRODUCTION

#### A. Background

In 2012, upon receipt of a notice of investigation, Douglas Pauley cooperated with the Department, providing architectural drawings and access to the Department to inspect all of the properties. Mr. Pauley then paid for a neutral inspector, subject to approval by the Department, to inspect the properties and provide a report of conditions, and agreed to remedy those conditions at the properties to bring them into compliance with all federal laws, including the FHA, ADA, and UFAS<sup>1</sup>. Defendants deny all of the allegations and claims of a pattern or practice of discrimination in violation of the FHA and ADA as set forth in the United States’ Complaint.

1. Defendants Douglas Pauley, Tyler Heights Limited Partnership; Trace Ridge Limited Partnership; Dara Heights Limited Partnership; Barbara Heights Limited Partnership; Spruce Cove Limited Partnership; Quarry Glenn Limited Partnership; Pauli Heights Limited Partnership; Plateau Oaks Limited Partnership; Jenna Landing Limited Partnership; Dylan Heights Limited Partnership; Perkins Parke Limited Partnership; Vanmeter Heights Limited Partnership; Deer Forest Limited Partnership; Lynnelle Landing Limited Partnership; Cranberry Cove Limited Partnership; Mill Creek Landing Limited Partnership; Hope Landing Limited Partnership; Upper Falls Landing Limited Partnership; Fort Springs Limited Partnership; Pleasant Heights Limited Partnership; Union Place Limited Partnership; Brook Village Limited Partnership; Elle Bella Villa Limited Partnership; Garrett Mills Limited Partnership; Hudson Place Limited Partnership; Milton Place Limited Partnership; Virginia Way Limited Partnership; Wilshere Landing Limited Partnership; Sue Terrace II Limited Partnership; and Fayette Manor Limited Partnership (“Defendants”) agree to the terms of this Consent Order, resolving this action filed by Plaintiff United States.

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<sup>1</sup> Uniform Federal Accessibility Standards, 24 CFR, Part 8, implementing Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.



2. This action is brought by the United States to enforce provisions of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 - 3619, and the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181 - 12189. Specifically, the United States’ Complaint alleges that Defendants have engaged in a pattern or practice of discrimination against persons with disabilities and denied rights to a group of persons because of disability by failing to design and construct the following covered multifamily dwellings (the “Subject Properties”) with the features of accessible and adaptive design and construction required by subsections 804(f)(1), 804(f)(2) and 804(f)(3)(C) of the FHA, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C), and, with the exception of Sue Terrace Apartments, in a manner required by the ADA, 42 U.S.C. § 12183(a)(1):

- a. Brook Village Apartments, Lewisburg, WV
- b. Milton Place Apartments, Point Pleasant, WV
- c. Virginia Way Apartments, Shinnston, WV
- d. Wilshere Landing Apartments, Lewisburg, WV
- e. Hudson Place Apartments, Ripley, WV
- f. Garrett Mills Apartments, Grafton, WV
- g. Elle Bella Villa Apartments, Dunbar, WV
- h. Dara Heights Apartments, Princeton, WV
- i. Tyler Heights Apartments, Cross Lanes, WV
- j. Trace Ridge Apartments, Charleston, WV
- k. Barbara Heights Apartments, Shinnston, WV
- l. Spruce Cove Apartment, Lewisburg, WV
- m. Quarry Glenn Apartments, Weston, WV
- n. Pauli Heights Apartments, Bluefield, WV
- o. Plateau Oaks Apartments, Oak Hill, WV
- p. Jenna Landing Apartments, Sissonville, WV
- q. Dylan Heights Apartments, Summerville, WV
- r. Perkins Parke Apartments, Cross Lanes, WV
- s. Van Meter Heights Apartments, Beckley, WV
- t. Deer Forest Apartments, Gassaway, WV
- u. Lynnelle Landing Apartments, Charleston, WV
- v. Cranberry Cove Apartments, Beckley, WV
- w. Mill Creek Landing Apartments, Charleston, WV
- x. Hope Landing Apartments, Mount Hope, WV
- y. Upper Falls Landing Apartments, Montgomery, WV
- z. Fort Springs Apartments, Lewisburg, WV
- aa. Pleasant Heights Apartments, Belmont, WV
- bb. Union Place Apartments, Union, WV
- cc. Hill Manor Apartments, Fayetteville, WV
- dd. Sue Terrace Apartments, Milton, WV

For purposes of this Consent Order, the United States and Defendants agree that the Subject properties are subject to the accessible design and construction requirements of the FHA, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C), and, with the exception of Sue Terrace Apartments, the ADA, 42 U.S.C. § 12183(a)(1).

**B. Defendants**

3. Defendant Douglas E. Pauley is the General Partner of the limited partnerships described in paragraphs 4-33 that owned/developed the Subject Properties described in paragraphs 41-10, and as the General Partner of these limited partnerships, he was and is involved in the design and construction of the Subject Properties. His principal office is at 2010 Quarrier Street, Charleston, WV 25311.

4. Defendant Brook Village Limited Partnership is the owner/developer of Brook Village Apartments, and it was involved in the design and construction of Brook Village Apartments. Brook Village Limited Partnership is a for-profit domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Brook Village Limited Partnership.

5. Defendant Milton Place Limited Partnership is the owner and developer of Milton Place Apartments, and it was involved in the design and construction of Milton Place Apartments. Milton Place Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Milton Place Limited Partnership.

6. Defendant Virginia Way Limited Partnership is the owner/developer of Virginia Way Apartments, and it was involved in the design and construction of Virginia Way Apartments. Virginia Way Limited Partnership a for-profit domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Virginia Way Limited Partnership.

7. Defendant Wilshere Landing Limited Partnership is the owner and developer of Wilshere Landing Apartments, and it was involved in the design and construction of Wilshere Landing Apartments. Wilshere Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Wilshere Landing Limited Partnership.

8. Defendant Hudson Place Limited Partnership is the owner and developer of Hudson Place Apartments, and it was involved in the design and construction of Hudson Place Apartments. Hudson Place Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Hudson Place Limited Partnership.

9. Defendant Garrett Mills Limited Partnership is the owner and developer of Garrett Mills Apartments, and it was involved in the design and construction of Garrett Mills Apartments. Garrett Mills Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Garrett Mills Limited Partnership.



10. Defendant Elle Bella Villa Limited Partnership is the owner/developer of Elle Bella Villa Apartments, and it was involved in the design and construction of Elle Bella Villa Apartments. Elle Bella Villa Limited Partnership is a for-profit domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner Elle Bella Villa Limited Partnership.

11. Defendant Dara Heights Limited Partnership is the owner/developer of Dara Heights Apartments, and it was involved in the design and construction of Dara Heights Apartments. Dara Heights Limited Partnership is a for-profit domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Dara Heights Limited Partnership.

12. Defendant Tyler Heights Limited Partnership is the owner/developer of Tyler Heights Apartments, and it was involved in the design and construction of Tyler Heights Apartments. Tyler Heights Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Tyler Heights Limited Partnership.

13. Defendant Trace Ridge Limited Partnership is the owner/developer of Trace Ridge Apartments, and it was involved in the design and construction of Trace Ridge Apartments. Trace Ridge Limited Partnership is a for-profit domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Trace Ridge Limited Partnership.

14. Defendant Barbara Heights Limited Partnership is the owner/developer of Barbara Heights Apartments, and it was involved in the design and construction of Barbara Heights Limited Partnership. Barbara Heights Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Barbara Heights Limited Partnership.

15. Defendant Spruce Cove Limited Partnership is the owner/developer of Spruce Cove Apartments, and it was involved in the design and construction of Spruce Cove Apartments. Spruce Cove Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Spruce Cove Limited Partnership.

16. Defendant Quarry Glenn Limited Partnership is the owner/developer of Quarry Glenn Apartments, and it was involved in the design and construction of Quarry Glenn Apartments. Quarry Glenn Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Quarry Glenn Limited Partnership.

17. Defendant Pauli Heights Limited Partnership is the owner and developer of Pauli Heights Apartments, and it was involved in the design and construction of Pauli Heights Apartments. Pauli Heights Limited Partnership is a for-profit, domestic West Virginia limited

partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Pauli Heights Limited Partnership.

18. Defendant Plateau Oaks Limited Partnership is the owner and developer of Plateau Oaks Apartments, and it was involved in the design and construction of Plateau Oaks Apartments. Plateau Oaks Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Plateau Oaks Limited Partnership.

19. Defendant Jenna Landing Limited Partnership is the owner/developer of Jenna Landing Apartments, and it was involved in the design and construction of Jenna Landing Apartments. Jenna Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Jenna Landing Limited Partnership.

20. Defendant Dylan Heights Limited Partnership is the owner/developer of Dylan Heights Apartments, and it was involved in the design and construction of Dylan Heights Apartments. Dylan Heights Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Dylan Heights Limited Partnership.

21. Defendant Perkins Parke Limited Partnership is the owner/developer of Perkins Parke Apartments, and it was involved in the design and construction of Perkins Parke Apartments. Perkins Parke Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Perkins Parke Limited Partnership.

22. Defendant Vannmeter Heights Limited Partnership is the owner/developer of Van Meter Heights Apartments, and it was involved in the design and construction of Van Meter Heights Apartments. Vannmeter Heights Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Vannmeter Heights Limited Partnership.

23. Defendant Deer Forest Limited Partnership is the owner/developer of Deer Forest Apartments, and it was involved in the design and construction of Deer Forest Apartments. Deer Forest Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Deer Forest Limited Partnership.

24. Defendant Lynnelle Landing Limited Partnership is the owner/developer of Lynnelle Landing Apartments, and it was involved in the design and construction of Lynnelle Landing Apartments. Lynnelle Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Lynnelle Landing Limited Partnership.



25. Defendant Cranberry Cove Limited Partnership is the owner/developer of Cranberry Cove Apartments, and it was involved in the design and construction of Cranberry Cove Apartments. Cranberry Cove Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Cranberry Cove Limited Partnership.

26. Defendant Mill Creek Landing Limited Partnership is the owner/developer of Mill Creek Landing Apartments, and it was involved in the design and construction of Mill Creek Landing Apartments. Mill Creek Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Mill Creek Landing Limited Partnership.

27. Defendant Hope Landing Limited Partnership is the owner/developer of Hope Landing Apartments, and it was involved in the design and construction of Hope Landing Apartments. Hope Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Hope Landing Limited Partnership.

28. Defendant Upper Falls Landing Limited Partnership is the owner/developer of Upper Falls Landing Apartments, and it was involved in the design and construction of Upper Falls Landing Apartments. Upper Falls Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Upper Falls Landing Limited Partnership.

29. Defendant Fort Springs Limited Partnership is the owner/developer of Fort Springs Apartments, and it was involved in the design and construction of Fort Springs Apartments. Fort Springs Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Fort Springs Limited Partnership.

30. Defendant Pleasant Heights Limited Partnership is the owner/developer of Pleasant Heights Apartment, and it was involved in the design and construction of Pleasant Heights Apartments. Pleasant Heights Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Pleasant Heights Limited Partnership.

31. Defendant Union Place Limited Partnership is the owner/developer of Union Place Apartments, and it was involved in the design and construction of Union Place Apartments. Union Place Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Union Place Limited Partnership.

32. Defendant Fayette Hills II Limited Partnership is the owner/developer of Hill Manor Apartments, and it was involved in the design and construction of Hill Manor Apartments. Fayette Hills II Limited Partnership is a for-profit, domestic West Virginia limited

partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Fayette Hills II Limited Partnership.

33. Defendant Sue Terrace II Limited Partnership is the owner/developer of Sue Terrace Apartments, and it was involved in the design and construction of Sue Terrace Apartments. Sue Terrace II Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 25311. Douglas E. Pauley is the General Partner of Sue Terrace II Limited Partnership.

**C. Relevant Requirements of the Fair Housing Act.**

34. The FHA provides that, for residential buildings with an elevator consisting of four or more dwelling units, all units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by a person who has or develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A).

35. The FHA 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 multifamily dwellings” and must include certain basic features of accessible and adaptive design to make such units accessible to or adaptable for use by a person who has or develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).

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

37. For the purposes of this Consent Order, the parties agree that the Subject Properties were designed and constructed for first occupancy after March 13, 1991, and therefore all of the units in buildings with elevators and the ground-floor units in non-elevator buildings at the Subject Properties are “covered multifamily dwellings” within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(A) and (B). As such, those units and the public and common use areas including the accessible pedestrian routes at the Subject Properties must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

**D. Relevant Requirements of the Americans with Disabilities Act.**



38. The ADA, and the ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A (“ADA Standards”), that have been issued by the U.S. Department of Justice to implement the design and construction requirements of Title III of the ADA, also require that all “public accommodations” designed and constructed for first occupancy after January 26, 1993, and the goods, services, facilities, privileges, advantages, or accommodations of those public accommodations, be readily accessible to and usable by persons with disabilities in accordance with certain accessibility standards promulgated under that Act. 42 U.S.C. §§ 12182(a) and 12183(a)(1). A rental or sales office for an apartment, condominium, or patio home complex is a “public accommodation” under the ADA. 42 U.S.C. § 12181(7)(E).

39. For the purposes of this Consent Order, the parties agree that the rental offices for the Subject Properties, with the exception of Sue Terrace Apartments, were designed and constructed for first occupancy after January 26, 1993, and therefore the rental offices and the facilities and privileges provided at those offices such as public parking are required to be designed and constructed in accordance with the standards promulgated under the ADA.

#### **E. Relevant Requirements of the Rehabilitation Act of 1974 (UFAS)**

40. The Rehabilitation Act of 1973, 29 U.S.C. § 792, as amended, requires that minimal guidelines for accessibility be met at federally owned and federally assisted properties. The Uniform Federal Accessibility Standards (UFAS) establish the technical requirements of the Rehabilitation Act. Under UFAS, five percent of the total number of units at federally assisted multifamily housing projects must be UFAS compliant. UFAS, Section 4.1.4(11).

#### **F. Subject Properties**

##### **1. Brook Village Apartments**

41. Brook Village Apartments (“BVA”) is located at 248 Northridge Drive, Lewisburg, WV. It is an apartment rental property with a single, three-level elevator building. It has 32 units. It has a leasing office and public bathroom. It was constructed for first occupancy in 2011. BVA was developed using Low-Income Housing Tax Credits awarded in 2009. This property was developed with loans from the United States Department of Agriculture under the Rural Housing Service Section 538 Guaranteed Housing Program (hereafter “the Section 538 Program”).

42. The United States has inspected BVA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at BVA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes on ramps exceeding 8.33%, and wall mounted sconces in hallways that reduce head height on routes to less than 80" above the finished floor. It also has locations where there are inaccessible parking spaces. BVA lacks some usable doors because some units have primary entry doors

with an abrupt level change greater than 1/4". In some units, thermostat controls and light switches are not mounted at an accessible height of 48" or less above the finished floor. The doors to the manager's office and to the residents' laundry room are not usable because they have abrupt level changes greater than 1/4". The door from the residents' kitchen to the exterior common area is not usable because it has an abrupt level change greater than 1/4". The designated emergency exit at the South end of the building is not usable because it has an abrupt level change greater than 1/4". Some residents' mailboxes are mounted above the accessible height of 54" from the finished floor for a side approach. The interior doors to the residents' community rooms and to the laundry room are not usable because the force to open the doors is greater than 5 lbs.

## **2. Milton Place Apartments**

43. Milton Place Apartments ("MPA") is located at 831 Pocono Place, Pointe Pleasant, WV. It is an apartment rental property with eight one-level, four-unit garden-style buildings. It has 32 total units, all of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2011. MPA was developed using Low-Income Housing Tax Credits.

44. The United States has inspected MPA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA and the ADA at this property. The FHA inaccessible features at MPA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, excessive slopes that include cross slopes exceeding 2%, and running slopes on ramps exceeding 8.33%. It also has locations where there are inaccessible parking spaces. In some units, thermostat controls are not mounted at an accessible height of 48" or less above the finished floor. Entry doors to the units have knob hardware that requires pinching and twisting to operate, and the doors to some units are not usable because they have an abrupt level change greater than 1/4". In some units, the center of the stovetop is less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office and to the resident laundry room are not usable because they have an abrupt level change greater than 1/4". The doors to the residents' laundry room and community room are not usable because they lack the required 18" maneuvering space at the latch side for a pull-side approach. The rent drop box at the manager's office is mounted at an inaccessible height for a front approach of more than 48" above the finished floor, and some residents' mailboxes are mounted at an inaccessible height for a side approach of more than 54" above the ground. The door to the residents' laundry room is not usable because the force to open the doors is greater than 8.5 lbs for an exterior door.

## **3. Virginia Way Apartments**

45. Virginia Way Apartments ("VWA") is located at 725 East Avenue, Shinnston, WV. It is an apartment rental property with a single, three-level elevator building. It has 32 units. It has a leasing office and public bathroom. It was constructed for first occupancy in 2010. VWA was developed using Low-Income Housing Tax Credits. VWA was developed with loans from the Section 538 Program.



46. The United States has inspected VWA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at VWA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, wall mounted sconces and display shelves in hallways that reduce head height on routes to less than 80" above the finished floor. Mailboxes are mounted in inaccessible locations for a side reach at a height of more than 54" above the finished floor. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space. The door to the bathroom in the manager's office is not usable because it lacks the required 18" clear maneuvering space at the latch side for the pull-side approach. Some residents' mailboxes are mounted above the accessible height of 54" above the finished floor for a side approach. The doors to the residents' game room, chapel, laundry room, and community room are not usable because the force to open the doors is greater than 5 lbs.

#### **4. Wilshere Landing Apartments**

47. Wilshere Landing Apartments ("WLA") is located at 719 Northridge Drive, Lewisburg, WV. It is an apartment rental property with one three-story 24-unit non-elevator building with eight ground-level units, and one 16-unit building that is partially three-stories and partially two-stories, six of which are ground-level units. It has 40 total units, at least 14 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2009. WLA was developed using Low-Income Housing Tax Credits. This property was developed with loans from the Section 538 Program.

48. The United States has inspected WLA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at WLA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, running slopes on ramps exceeding 8.33%, and unprotected undersides of stairs and wall-mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. WLA lacks usable doors because some units have primary entry doors with an abrupt level change greater than 1/4". Primary entry doors have knob hardware that requires pinching and twisting to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. WLA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office, the resident laundry rooms, and the resident community room are not usable because they have an abrupt level change greater than 1/4". The door to the residents' laundry room is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach.

#### **5. Hudson Place Apartments**

49. Hudson Place Apartments ("HPA") is located at 100 Hudson Place, Ripley, WV. It is an apartment rental property with one two-story non-elevator building with 12 units, six of which are ground-level units, and four two-story eight-unit non-elevator buildings with four ground-level units in each. It has 44 total units, 22 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2009. HPA was developed using Low-Income Housing Tax Credits. This property was developed with loans from the Section 538 Program.

50. The United States has inspected HPA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at HPA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes on ramps exceeding 8.33%, and unprotected undersides of stairs and wall mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. HPA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and there is insufficient 30" x 48" clear floor space provided at the bathtub. HPA lacks usable kitchens in some units. In some units, the required 30" x 48" clear floor space is not provided centered on the refrigerator for a forward or side approach. The door to the residents' laundry room is not usable because it lacks the required 18" clear maneuvering space at the latch side for *the pull-side approach, and it requires more than 8.5 lbs. to open for an exterior door.* The doors to the manager's office and the residents' community room are not usable because they have abrupt level changes greater than 1/4". Some residents' mailboxes are mounted above the accessible height of 54" above the ground for a side approach. The door to the manager's office is not usable because it requires more than 8.5 lbs. to open for an exterior door. The common faucet hardware in the residents' laundry room requires pinching and twisting of the wrist to operate.

## **6. Garrett Mills Apartments**

51. Garrett Mills Apartments ("GMA") is located at 63 Garrett Mills Lane, Grafton, WV. It is an apartment rental property with two, two-story 16-unit non-elevator buildings with eight ground-level units in each building. It has 32 total units, 16 of which are ground-level units. The property was constructed for first occupancy in 2009. GMA was developed using Low-Income Housing Tax Credits. This property was developed with loans from the Section 538 Program.

52. The United States has inspected GMA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at GMA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", and excessive slopes that include cross slopes exceeding 2%. Some units have



thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. GMA lacks usable bathrooms in some units. In some units, the center lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, the required 30" x 48" clear floor space at the toilet and bathtub is not provided. GMA lacks usable kitchens in some units. In some units, the required 30" x 48" clear floor space is not provided centered on the refrigerator for a forward or side approach. The door to the resident community room is not usable because it has an abrupt level change greater than 1/4". Rent drop boxes at the manager's office are mounted at an inaccessible height for a forward approach of more than 48" above the finished floor, and some residents' mailboxes are mounted above the accessible height of 54" above the ground for a side approach. The doors to the manager's office and residents' community room are not usable because the force to open the doors is greater than 8.5 lbs. for an exterior door.

#### **7. Elle Bella Villa Apartments**

53. Elle Bella Villa Apartments ("EBVA") is located at 100 Everette Lane, Dunbar, WV. It is an apartment rental property with a single, three-level elevator building. It has 50 total units. It has a leasing office and public bathroom. It was constructed for first occupancy in 2008. EBVA was developed using Low-Income Housing Tax Credits. This property was developed with loans from the Section 538 Program.

54. The United States has inspected EBVA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS [Standards at this property](#). [The FHA inaccessible features at EBVA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, \*inter alia\*, excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and wall mounted hallway lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to units are not usable because they have abrupt level changes greater than 1/4". Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. EBVA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. The door to the resident community room is not usable because it has an abrupt level change greater than 1/4". Mailboxes are mounted at an inaccessible height for a forward approach of more than 48" above the finished floor.](#)

#### **8. Dara Heights Apartments**

55. Dara Heights Apartments ("DHA") is located at 214 Dara Heights Place, Princeton, WV. It is an apartment rental property with six, two-story eight-unit non-elevator buildings. It has 48 total units, 24 of which are ground-level units. It has a leasing office and public bathroom. It was constructed for first occupancy in 2008. DHA was developed using Low Income Housing Tax Credits awarded in 2006. This property was developed with loans from the Section 538 Program.

56. The United States has inspected DHA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at DHA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to units are not usable because they have abrupt level changes greater than 1/4", and they contain knob hardware that requires pinching and twisting of the wrist to operate. DHA has units with thermostat controls not mounted at an accessible height of 48" or less above the finished floor. DHA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space. DHA lacks usable kitchens. In some units, the required 30" x 48" clear floor space is not provided centered on the refrigerator for a forward or side approach. The doors to the manager's office, the residents' community room, and the residents' laundry room are not usable because they have abrupt level changes greater than 1/4". The residents' laundry room has knob hardware that requires pinching and twisting of the wrist to operate. The door to the residents' laundry room is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach. The rent drop-box at the manager's office is mounted above the accessible height of 54" above the ground for a side approach.

#### **9. Tyler Heights Apartments**

57. Tyler Heights Apartments ("THA") are located at 100 Tyler Ridge Road, Cross Lanes, WV. It is an apartment rental property with five, two-story eight unit non-elevator buildings. It has 40 total units, 20 of which are ground-level units. The property was constructed for first occupancy in 2007. THA was developed using Low-Income Housing Tax Credits awarded in 2005. It has a leasing office and public bathroom. This property was developed with loans from the Section 538 Program.

58. The United States has inspected THA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at THA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to units are not usable because they have abrupt level changes greater than 1/4", and primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. THA has thermostat controls in inaccessible locations at a height of more than 48" above the finished floor. THA lacks usable bathrooms. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall

eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. THA lacks usable kitchens. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The door to the residents' laundry room is not usable because it has an abrupt level change greater than 1/4", and lacks the required clear maneuvering space of 18" at the latch side for a pull-side approach.

#### **10. Trace Ridge Apartments**

59. Trace Ridge Apartments ("TRA") is located at 800 Loretta Lane, Charleston, WV. It is an apartment rental property with a single, three-level elevator building. It has 48 units. It has a leasing office and public bathroom. It was constructed for first occupancy in 2007. TRA was developed using Low-Income Housing Tax Credits awarded in 2005. This property was developed with loans from the Section 538 Program.

60. The United States has inspected TRA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at TRA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, ramps with slopes exceeding 8.33%, and wall-mounted hallway lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4". Some units have thermostat controls not mounted at an accessible height of 48" or less above the finished floor. TRA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. The intercom, mailboxes, and the outgoing mail slot are mounted at an inaccessible height for a forward approach of more than 48" above the finished floor. The residents' kitchen has countertops that are mounted higher than the accessible height of 34", and the thermostats in the residents' kitchen, community room, laundry room, chapel, and fitness center are mounted above the accessible height of 54" or less above the finished floor for a side approach. Designated emergency exit doors are not usable because they have abrupt level changes greater than 1/4". The door to the kitchen and the building exit door to the exterior garden are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach.

#### **11. Barbara Heights Apartments**

61. Barbara Heights Apartments ("BHA") is located at 803 Barbara Heights Drive, Shinnston, WV. It is an apartment rental property with six, two-story eight unit non-elevator buildings. It has 48 total units, 24 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2007. BHA was developed using Low-Income Housing Tax Credits awarded in 2005. This property was developed with loans from the Section 538 Program.



62. The United States has inspected BHA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at BHA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls not mounted at an accessible height of 48" or less above the finished floor. BHA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space. It lacks usable kitchens. In some units, the required 30" x 48" clear floor space is not provided centered on the refrigerator for a forward or side approach. The rent drop-off box at the manager's office is mounted at an inaccessible height for a forward approach of more than 48" above the finished floor. The door to the residents' community room is unusable because it has an abrupt level change greater than 1/4". The doors to the residents' community room and laundry room are not accessible because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach. The door to the laundry room is not usable because the force to open the door is greater than 8.5 lbs. for an exterior door.

## 12. Spruce Cove Apartments

63. Spruce Cove Apartments ("SCA") is located at 410 Northridge Drive, Lewisburg, WV. It is an apartment rental property with seven, two-story eight-unit non-elevator buildings. It has 56 total units, 28 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2006. SCA was developed using Low-Income Housing Tax Credits awarded in 2004. This property was developed with loans from the Section 538 Program.

64. The United States has inspected SCA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at SCA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and some primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches that are not mounted at an accessible height of 48" or less above the finished floor. SCA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor

space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. SCA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the residents' community room and laundry are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach, and the door to the laundry room has an abrupt level change greater than 1/4". The door to the manager's office is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, and the required 12" clear maneuvering space at the latch side for a push-side approach, and the leasing center toilet is located less than the accessible distance of 18" from the centerline of the toilet to the sidewall. UFAS unit entrances lack accessible signage.

### 13. Quarry Glenn Apartments

65. Quarry Glenn Apartments ("QGA") is located at 32 Quarry Glenn Drive, Weston, WV. It is an apartment rental property with seven, two-story eight-unit non-elevator buildings. It has 56 total units, 28 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2006. QGA was developed using Low-Income Housing Tax Credits awarded in 2004. This property was developed with loans from the Section 538 Program.

66. The United States has inspected QGA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at QGA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. QGA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, the required 30" x 48" clear floor space is not provided beyond the in-swing of the door. QGA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space.

### 14. Pauli Heights Apartments

67. Pauli Heights Apartments ("PHA") is located at 230 Pauli Heights Place, Bluefield, WV. It is an apartment rental property with seven, two-story eight-unit non-elevator buildings. It has 56 total units, 28 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2005. PHA was developed using Low-Income Housing Tax Credits awarded in 2003. This property was developed with loans from the Section 538 Program.



68. The United States has inspected PHA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at PHA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units have knob hardware that requires pinching or twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. PHA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. PHA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The door to the residents' community room is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach. The door for the residents' laundry room is not usable because it has knob hardware that requires pinching and twisting of the wrist to operate. The doors to the manager's office and to the residents' laundry room are not usable because the force to open the doors is greater than 8.5 lbs. for an exterior door.

#### **15. Plateau Oaks Apartments**

69. Plateau Oaks Apartments ("POA") is located at 100 Plateau Oaks Drive, Oak Hill, WV. It is an apartment rental property with four, two-story eight-unit non-elevator buildings. It has 32 total units, 16 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2004. POA was developed using Low-Income Housing Tax Credits awarded in 2002. This property was developed with loans from the Section 538 Program.

70. The United States has inspected POA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at POA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, excessive running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and some primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. POA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48"



centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. POA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office and to the residents' community room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach, and the door to the laundry room has knob hardware that requires pinching and twisting of the wrist to operate.

#### **16. Jenna Landing Apartments**

71. Jenna Landing Apartments ("JLA") is located at 100 Jenna Way, Sissonville, WV. It is an apartment rental property with six, two-story eight-unit non-elevator buildings. It has 48 total units, 24 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2004. JLA was developed using Low-Income Housing Tax Credits awarded in 2002. This property was developed with loans from the Section 538 Program.

72. The United States has inspected JLA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at JLA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, excessive running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and some primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. JLA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space at the bathtub. JLA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office, the residents' laundry room, and the residents' community room are not usable because the force to open the doors is greater than 8.5 lbs. for an exterior door.

#### **17. Dylan Heights Apartments**

73. Dylan Heights Apartments ("DLHA") is located at 210 Dylan Heights Drive, Summersville, WV. It is an apartment rental property with six, two-story eight-unit non-elevator buildings. It has 48 total units, 24 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2004. DLHA was developed using Low-Income Housing Tax Credits awarded in 2003. This property was developed with loans from the Section 538 Program.

74. The United States has inspected DLHA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at DLHA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, excessive slopes that include cross slopes exceeding 2%, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. DLHA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. DLHA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the residents' laundry room and to the residents' community room have knob hardware that requires pinching and twisting of the wrist to operate.

#### **18. Perkins Parke Apartments**

75. Perkins Parke Apartments ("PPA") is located at 100 Drexel Place, Cross Lanes, WV. It is an apartment rental property with seven, two-story eight-unit non-elevator buildings. It has 56 total units, 28 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2003. PPA was developed using Low-Income Housing Tax Credits awarded in 2002. This property was developed with loans from the Section 538 Program.

76. The United States has inspected PPA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at PPA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, excessive running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. PPA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. PPA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent sidewall eliminating the required 30" x 48" centered clear floor space. The door to the residents' laundry room is not usable because it lacks the required 12" clear maneuvering space at the latch side for a push-side approach, and the door to the residents' community room is not usable because it has an abrupt level change greater than 1/4".



**19. Van Meter Heights Apartments**

77. Van Meter Heights Apartments ("VMHA") is located at 100 Jerome Van Meter Drive, Beckley, WV. It is an apartment rental property with five, two-story eight-unit non-elevator buildings. It has 40 total units, 20 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2003. VMHA was developed using Low-Income Housing Tax Credits awarded in 2002. This property was developed with loans from the Section 538 Program.

78. The United States has inspected VMHA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at VMHA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Some primary entry doors have knob hardware that requires pinching or twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. VMHA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. VMHA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office, the residents' community room, and the residents' laundry room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach.

**20. Deer Forest Apartments**

79. Deer Forest Apartments ("DFA") is located at 380 Enterprise Drive, Gassaway, WV. It is an apartment rental property with four, two-story eight-unit non-elevator buildings. It has 32 total units, 16 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2003. DFA was developed using Low-Income Housing Tax Credits awarded in 2002. This property was developed with loans from the Section 538 Program.

80. The United States has inspected DFA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at DFA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than

80" above the finished floor. Primary entry doors to some units are not usable they have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. DFA lacks usable bathrooms in some units. In some units, the center of the lavatory is mounted less than the required 24" from a sidewall eliminating the required 30" x 48" centered clear floor space, and in some units, there is insufficient 30" x 48" clear floor space beyond the in-swing of the door. In some units, there is insufficient 30" x 48" clear floor space at the toilet. DFA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The door to the manager's office is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach.

## **21. Lynnelle Landing Apartments**

81. Lynnelle Landing Apartments ("LLA") is located at 100 Loretta Lane, South Charleston, WV. It is an apartment rental property with seven, two-story eight-unit non-elevator buildings. It has 56 total units, 28 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2002. LLA was developed using Low-Income Housing Tax Credits awarded in 2001. This property was developed with loans from the Section 538 Program.

82. The United States has inspected LLA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at LLA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and the unprotected undersides of stairs and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and some primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. LLA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The door to the manager's office is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, and has an abrupt level change greater than 1/4". The door to the residents' laundry room is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, has an abrupt level change greater than 1/4", and has knob hardware that requires pinching and twisting of the wrist to operate.

## **22. Cranberry Cove Apartments**



83. Cranberry Cove Apartments is located at 500 McCulloch Drive, Beckley, WV. It is an apartment rental property with two, two-story eight-unit non-elevator buildings, and one two-story four-unit non-elevator building. It has 28 total units, 14 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2002. CCA was developed using Low-Income Housing Tax Credits awarded in 2000. The property was developed with loans from the Rural Rental Housing Loans Section 515 Program administered by the United States Department of Agriculture (hereafter "the FmHA (RHS) Section 515 Program").

84. The United States has inspected CCA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at CCA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, and ramps with slopes exceeding 8.33%. Primary entry doors to some units are not usable because they have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls not mounted at an accessible height of 48" or less above the finished floor. CCA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The door to the manager's office is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, lacks the required 12" clear maneuvering space at the latch side for a push-side approach, has an abrupt level change greater than 1/4", and has knob hardware that requires pinching and twisting of the wrist to operate. The door to the residents' laundry room is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, and lacks the 12" clear maneuvering space at the latch side for a push-side approach. Some residents' mailboxes are mounted at an inaccessible height of 54" or more above the ground for a side approach.

### **23. Mill Creek Landing Apartments**

85. Mill Creek Landing Apartments ("MCLA") is located at 1 Wise Acres Drive, Charleston, WV. It is an apartment rental property with six, two-story eight-unit non-elevator buildings. It has 48 total units, 24 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 2001. MCLA was developed using Low-Income Housing Tax Credits awarded in 1999. This property was developed with loans from the Section 538 Program.

86. The United States has inspected MCLA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at MCLA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, ramps with slopes exceeding 8.33%, and mounted porch lights that reduce the head height on routes to less than 80"

above the finished floor. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and they have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls not mounted at an accessible height of 48" or less above the finished floor. MCLA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the residents' laundry room and to the residents' community room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach, and have abrupt level changes greater than 1/4". The door to the manager's office is not usable because it lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, lacks the required 12" clear maneuvering space at the latch side for a push-side approach, and has an abrupt level change greater than 1/4".

#### **24. Hope Landing Apartments**

87. Hope Landing Apartments ("HLA") is located at 104 Brown Street, Mount Hope, WV. It is an apartment rental property with a single two-story 22-unit elevator building. It has a total of 22 units. It has a leasing office and a public bathroom. The property was constructed for first occupancy in 2000. HLA was developed using Low-Income Housing Tax Credits awarded in 1999. This property was developed with loans from the FmHA (RHS) Section 515 Program.

88. The United States has inspected HLA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at HLA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, and ramps with slopes exceeding 8.33%. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. HLA lacks usable kitchens in some units. In some units, the center of the sink is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the residents' laundry room and to the residents' storage closets are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach, and the force required to open the doors is greater than 5 lbs. for an interior door. The main entrance to the building is not accessible because it has an abrupt level change greater than 1/4", and the doors to the main entrance require force to open greater than 8.5 lbs. for exterior doors. Some residents' mailboxes are not accessible because they are mounted above the accessible height of 54" for a side approach. The door to the residents' community room is not usable because it has an abrupt level change greater than 1/4", lacks the required 18" clear maneuvering space at the latch side for a pull-side approach, and requires force to open the door greater than 8.5 lbs. for an exterior door. The door to the residents' kitchen is not usable because it lacks the required 18" clear maneuvering space at the pull side, and requires force to open the door greater than 5 lbs. for an interior door.

#### **25. Upper Falls Landing Apartments**



89. Upper Falls Landing Apartments (“UFLA”) is located at 1300 3rd Avenue West, Montgomery, WV. It is an apartment rental property with a single two-story 24-unit elevator building. It has a total of 24 units. It has a leasing office and a public bathroom. The property was constructed for first occupancy in 1999. UFLA was developed using Low-Income Housing Tax Credits awarded in 1998. This property was developed with loans from the FmHA (RHS) Section 515 Program.

90. The United States has inspected UFLA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at UFLA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, and ramps with slopes exceeding 8.33%. Some units have thermostats and light switches not mounted at an accessible height of 48" or less above the finished floor. UFLA lacks usable kitchens in some units. In some units, the center of the kitchen sink is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. Some residents' mailboxes are mounted above the accessible height for a side approach of 54" above the finished floor. The doors to the residents' laundry, residents' community room, and to the residents' storage spaces are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach, and the force required to open the doors is greater than 5 lbs. for an interior door. The counter in the residents' kitchen not mounted at an accessible height of 34" or less above the finished floor. The main entry door the building is not usable because it requires more than 8.5 lbs. of force to open the door for an exterior door, and the main egress door lacks the required 18" clear maneuvering space at the latch side for a pull-side approach.

## 26. Fort Springs Apartments

91. Fort Springs Apartments (“FSA”) is located at Davis Stuart Road, Lewisburg, WV. It is an apartment rental property with four, two-story eight-unit non-elevator buildings and one two-story four-unit non-elevator building. It has 36 total units, 18 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 1997. FSA was developed using Low-Income Housing Tax Credits awarded in 1996. This property was developed with loans from the Section 538 Program.

92. The United States has inspected FSA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at FSA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, and ramps with slopes exceeding 8.33%. Primary entry doors to some units are not usable because they have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. FSA lacks usable

kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office and to the residents' laundry room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach.

#### **27. Pleasant Heights Apartments**

93. Pleasant Heights Apartments ("PLHA") is located at 717 Riverview Drive, Belmont, WV. It is an apartment rental property with five two-story eight-unit non-elevator buildings. It has 40 total units, 20 of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 1995. PHA was developed using Low-Income Housing Tax Credits awarded in 1994. This property was developed with loans from the FmHA (RHS) Section 515 Program.

94. The United States has inspected PLHA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at PLHA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, and ramps with slopes exceeding 8.33. Primary entry doors to some units are not usable because they have abrupt level changes greater than 1/4", and some primary entry doors have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls not mounted at an accessible height of 48" or less above the finished floor. PLHA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office and to the residents' laundry room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach. Some residents' mailboxes are mounted above the accessible height for a side approach at 54" above the ground. The common sink in the residents' laundry room is inaccessible because the center of the sink is located less than the required 24" from the adjacent vending machine eliminating the required 30" x 48" centered clear floor space.

#### **28. Union Place Apartments**

95. Union Place Apartments ("UPA") is located at Route 219 and South Street, Union, WV. It is an apartment rental property with four six-unit buildings. It has a total of 24 units, of which 14 are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 1995. UPA was developed using Low-Income Housing Tax Credits awarded in 1994. This property was developed with loans from the FmHA (RHS) Section 515 Program.

96. The United States has inspected UPA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at UPA include, but may not be



limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, ramps with slopes exceeding 8.33%, and mounted porch lights that reduce the head height on routes to less than 80" above the finished floor. Primary entry doors to some units are not usable because they have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls not mounted at an accessible height of 48" or less above the finished floor. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office and to the residents' laundry room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach. The door to the manager's office has knob hardware that requires pinching and twisting of the wrist to operate.

### **29. Hill Manor Apartments**

97. Hill Manor Apartments ("HMA") is located at Rr. 3, Fayetteville, WV. It is an apartment rental property with three one-story eight-unit non-elevator buildings, and one one-story four-unit non-elevator building. It has 28 total units, all of which are ground-level units. It has a leasing office and public bathroom. The property was constructed for first occupancy in 1994. HMA was developed using Low-Income Housing Tax Credits awarded in 1993. This property was developed with loans from the Section 538 Program.

98. The United States has inspected HMA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA, the ADA, and UFAS Standards at this property. The FHA inaccessible features at HMA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, *inter alia*, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%, running slopes exceeding 5% without ramp features, and ramps with slopes exceeding 8.33%. HMA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The doors to the manager's office and to the residents' laundry room and to the residents' community room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach.

### **30. Sue Terrace Apartments**

99. Sue Terrace Apartments ("STA") is located 100 Sue Terrace Drive, Milton, WV. It is an apartment rental property with five two-story eight-unit non-elevator buildings. It has 40 total units, 20 of which are ground-level units. The property was constructed for first occupancy in 1992. STA was developed using Low-Income Housing Tax Credits awarded in 1992. This property was developed with loans from the Section 538 Program.

100. The United States has inspected STA and has specifically identified alleged failures to meet the Accessible Design Requirements of the FHA and UFAS Standards at this

property. The FHA inaccessible features at STA include, but may not be limited to, inaccessible pedestrian routes from unit entrances to the public street, site arrival points, and to public and common use areas at the complex with, inter alia, abrupt level changes greater than 1/4", excessive slopes that include cross slopes exceeding 2%. Primary entry doors to some units are not usable because have knob hardware that requires pinching and twisting of the wrist to operate. Some units have thermostat controls and light switches not mounted at an accessible height of 48" or less above the finished floor. STA lacks usable kitchens in some units. In some units, the center of the stovetop is located less than the required 24" from an adjacent cabinet eliminating the required 30" x 48" centered clear floor space. The common counter in the residents' laundry room is mounted above the accessible height of 34" above the finished floor. Some residents' mailboxes are mounted above the accessible height for a side approach of 54" above the ground. The doors to the manager's office and to the residents' laundry room and to the residents' community room are not usable because they lack the required 18" clear maneuvering space at the latch side for a pull-side approach. The door to the manager's office has knob hardware that requires pinching and twisting of the wrist to operate. The common counter in the residents' laundry room is mounted above the accessible height of 34" above the finished floor.

101. The leasing offices, public bathrooms, and other public spaces at the Subject Properties described in paragraphs 41-98 are places of public accommodation within the meaning of Section 301(7)(E) of the Americans with Disabilities Act, 42 U.S.C. § 12181(7)(E). Examples of failure to comply with the ADA at the Subject Properties described in paragraphs 41-98 include, but may not be limited to, the following: (a) leasing office and/or public bathroom not on an accessible pedestrian approach route due to, inter alia, lack of accessible parking spaces; excessive slopes and/or abrupt level changes; doors that lack the required 18" clear maneuvering space at the latch side for a pull-side approach; doors with abrupt level changes greater than 1/4"; doors with knob hardware that requires pinching and twisting of the wrist to operate; doors that require force of more than 5 lbs. to open for an interior door or 8.5 lbs. to open for an exterior door; and/or (b) public bathrooms with toilet paper dispensers mounted more than the accessible height of 19" above the finished floor; toilet paper dispensers mounted more than the accessible distance of 36" from the rear wall; toilets located less than or more than the accessible distance of 18" from the centerline of the toilet to the sidewall; sinks that lack required insulation on the piping; sinks that lack the required 27" of knee space above the finished floor; and/or have mirrors mounted above the accessible height of 40" above the finished floor.

102. The Subject Properties identified in paragraphs 41-42 and 45-100, above, were built with the assistance of the USDA's Section 538 Program or the USDA's FmHA (RHS) Section 515 Program. The Section 538 Program provides government guarantees of loans made by private sector lenders for the development of affordable rural rental housing with at least five units. Section 515 Program loans are direct, competitive mortgage loans made to provide affordable multifamily rental housing for very low and moderate-income families, elderly persons, and persons with disabilities. Section 515 projects, like Section 538 projects, must comply with the accessibility requirements in Section 504 of the Rehabilitation Act and must follow the UFAS.



103. The failure of designated UFAS units at the Subject Properties identified in paragraph 41-42 and 45-100 to comply with the accessibility requirements of UFAS include, but are not limited to, lack of required accessible signage at unit entries; entry doors with vertical level changes exceeding 1/4"; primary entry doors that lack required clear maneuvering space at the push- or pull-side approaches; lack of 30" x 48" clear floor space with required knee and toe space at lavatory bowls for a forward approach; bathroom sinks without required pipe insulation; medicine cabinets and mirrors mounted too high above the finished floor for use by a person in a wheelchair; bathtubs that lack the required clear floor space because the lavatory is not mounted on the control wall side of the bathtub; bathtubs that lack required permanent seat mounted at the head of the tub; grab bars at the bathtub mounted in inaccessible locations; kitchens that lack the required work surface with a 30" wide clear space for a forward approach; kitchen sinks that lack the minimum 30" wide space and required knee and toe space for a forward approach; kitchen sinks that lack required pipe insulation; and the lack of required emergency visual alarms in bedrooms.

**G. Consent of the Parties to this Order**

104. Defendants agree to bring the Subject Properties into compliance with the FHA and, where applicable, the ADA and UFAS, as set forth herein.

104. The parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 12188(b)(1)(B). The parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial.

105. As indicated by the signatures appearing below, the parties agree to the entry of this Consent Order.

**It is hereby ORDERED, ADJUDGED, and DECREED:**

**II. GENERAL INJUNCTION**

106. The 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)(1) – (3), and the Americans with Disabilities Act, 42 U.S.C. §§ 12182(a) and 12183(a)(1).

107. The 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 interfering with or preventing the retrofitting ordered herein or the implementation or completion of this Consent Order. The Defendants agree to allow access to the public and common use areas of the Subject Properties, and, to the extent possible, access to unit interiors at the Subject Properties, for the purpose of planning, evaluating, and performing any action required under this Order to bring the public and common use areas and the unit interiors into compliance with the FHA and the FHA Guidelines, and for the purpose of interviewing or meeting with residents or

tenants to aid in the implementation or completion of this Order. If the Defendants sell any of the Subject Properties, the Defendants will obtain in writing as a condition of the sale the buyer(s)' agreement to allow access to the purchased properties for the purposes provided in this paragraph. Defendants will provide the United States with a copy of the written agreement to this effect between the Defendants and the buyer within fifteen (15) days of the sale of any Subject Property.

### III. RETROFITS AT SUBJECT PROPERTIES

108. The United States, as set forth herein and in its Complaint, alleges that the Subject Properties do not meet the accessibility requirements of the FHA, the Fair Housing Accessibility Guidelines ("FHA Guidelines") (56 Fed. Reg. 9472 *et seq.* (1991)), the ADA, and the ADA Standards. To address the United States' allegations, the Defendants, in accordance with the FHA, the FHA Guidelines, the ADA, and the ADA Standards, shall complete the actions and retrofits described in this section and in Appendices A.1 - DD.1, Appendices A.2 - DD.2, Appendices A.3 - DD.2, and in accordance with the Route Inspection Protocol agreed to by the United States and the Defendants and described in Section VI, infra. The Defendants further agree to complete actions and retrofits necessary to bring units into compliance with UFAS as set forth in this Order, its appendices, and its protocols.

#### A. Brook Village Apartments (BVA)

##### 1. Retrofits to Accessible Pedestrian Routes

109. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Brook Village Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix A.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

##### 2. Retrofits to Public and Common Use Areas

110. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Brook Village Limited Partnership will complete retrofits to the public and common use areas at BVA listed in Appendix A.2 to bring the public and common use areas of BVA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

##### 3. Retrofits to Covered Multifamily Dwelling Unit Interiors

111. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Brook Village Limited Partnership will complete all retrofits as described in Appendix A.3 to the interiors of the covered multifamily dwellings at BVA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol ("Interior Inspection Protocol") agreed to by the United States and the Defendants and described in Section VI, infra. Douglas Pauley and Brook Village Limited Partnership will retrofit the interior of a



covered multifamily dwelling at BVA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Brook Village Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

112. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Brook Village Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to BVA residents. The notice will inform BVA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Brook Village Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

113. BVA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Brook Village Limited Partnership on a first come, first served basis. Douglas Pauley and Brook Village Limited Partnership complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

## **B. Milton Place Apartments (MPA)**

### **1. Retrofits to Accessible Pedestrian Routes**

114. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Milton Place Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix B.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

### **2. Retrofits to Public and Common Use Areas**

115. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Milton Place Limited Partnership will complete retrofits to the public and common use areas at MPA listed in Appendix B.2 to bring the public and common use areas of MPA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

### **3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

116. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Milton Place Limited Partnership will complete all retrofits as described in Appendix B.3 to the interiors of the covered multifamily dwellings at MPA to bring these unit interiors into compliance with the FHA and the FHA Guidelines in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Milton Place Limited Partnership will retrofit the interior of a covered multifamily dwelling at MPA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Milton Place Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

117. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Milton Place Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to MPA residents. The notice will inform MPA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines and that to settle this lawsuit, Douglas Pauley and Milton Place Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

118. MPA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Milton Place Limited Partnership on a first come, first served basis. Douglas Pauley and Milton Place Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**C. Virginia Way Apartments (VWA)**

**1. Retrofits to Accessible Pedestrian Routes**

119. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Virginia Way Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix C.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

120. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Virginia Way Limited Partnership will complete retrofits to the public and common use areas at VWA listed in Appendix C.2 to bring the public and common use areas of VWA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.



### **3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

121. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Virginia Way Limited Partnership will complete all retrofits as described in Appendix C.3 to the interiors of the covered multifamily dwellings at VWA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Virginia Way Limited Partnership will retrofit the interior of a covered multifamily dwelling at VWA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Virginia Way Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

122. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Virginia Way Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to VWA residents. The notice will inform VWA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Virginia Way Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

123. VWA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Virginia Way Limited Partnership on a first come, first served basis. Douglas Pauley and Virginia Way Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

### **D. Wilshere Landing Apartments (WLA)**

#### **1. Retrofits to Accessible Pedestrian Routes**

124. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Wilshere Landing Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix D.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

#### **2. Retrofits to Public and Common Use Areas**

125. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Wilshere Landing Limited Partnership will complete retrofits to the public and common use areas at WLA listed in [Appendix D.2](#) to bring the public and common use areas of WLA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

### **3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

126. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Wilshere Landing Limited Partnership will complete all retrofits as described in [Appendix D.3](#) to the interiors of the ground-level multifamily dwellings at WLA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Wilshere Landing Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at WLA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Wilshere Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

127. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Wilshere Landing Limited Partnership will provide a notice that is substantially equivalent to [Appendix EE](#) to WLA residents residing in ground-level units. The notice will inform WLA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Wilshere Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by [Section IV](#) of this Order, *infra*.

128. WLA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Wilshere Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Wilshere Landing Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

## **E. Hudson Place Apartments (HPA)**

### **1. Retrofits to Accessible Pedestrian Routes**

129. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Hudson Place Limited Partnership will complete the



retrofits to make the Accessible Pedestrian Routes identified in Appendix E.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

130. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Hudson Place Limited Partnership will complete retrofits to the public and common use areas at HPA listed in Appendix E.2 to bring the public and common use areas of HPA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

131. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Hudson Place Limited Partnership will complete all retrofits as described in Appendix E.3 to the interiors of the ground-level multifamily dwellings at HPA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Hudson Place Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at HPA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Hudson Place Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

132. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Hudson Place Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to HPA residents residing in ground-level units. The notice will inform HPA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Hudson Place Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, *infra*.

133. HPA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Hudson Place Limited Partnership on a first come, first served basis. Douglas Pauley and Hudson Place Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**F. Garrett Mills Apartments (GMA)**

**1. Retrofits to Accessible Pedestrian Routes**

134. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Garrett Mills Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix F.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

135. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Garrett Mills Limited Partnership will complete retrofits to the public and common use areas at GMA listed in Appendix F.2 to bring the public and common use areas of GMA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

136. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Garrett Mills Limited Partnership will complete all retrofits as described in Appendix F.3 to the interiors of the ground-level multifamily dwellings at GMA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Garrett Mills Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at GMA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Garrett Mills Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

137. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Garrett Mills Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to GMA residents residing in ground-level units. The notice will inform GMA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Garrett Mills Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

138. GMA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Garrett Mills Limited Partnership on a first come, first served basis. Douglas Pauley and Garrett Mills Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits



were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**G. Elle Bella Villa Apartments (EBVA)**

**1. Retrofits to Accessible Pedestrian Routes**

139. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Elle Bella Villa Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix G.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

140. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Elle Bella Villa Limited Partnership will complete retrofits to the public and common use areas at EBVA listed in Appendix G.2 to bring the public and common use areas of EBVA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

141. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Elle Bella Villa Limited Partnership will complete all retrofits as described in Appendix G.3 to the interiors of the covered multifamily dwellings at EBVA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Elle Bella Villa Limited Partnership will retrofit the interior of a covered multifamily dwelling at EBVA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Elle Bella Villa Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

142. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Elle Bella Villa Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to EBVA residents. The notice will inform EBVA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Elle Bella Villa Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

143. EBVA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Elle Bella Villa Limited Partnership on a first come, first served basis. Douglas Pauley and Elle Bella Villa Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

#### **H. Dara Heights Apartments (DHA)**

##### **1. Retrofits to Accessible Pedestrian Routes**

144. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Dara Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix H.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

##### **2. Retrofits to Public and Common Use Areas**

145. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Dara Heights Limited Partnership will complete retrofits to the public and common use areas at DHA listed in Appendix H.2 to bring the public and common use areas of DHA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

##### **3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

146. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Dara Heights Limited Partnership will complete all retrofits as described in Appendix H.3 to the interiors of the ground-level multifamily dwellings at DHA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Dara Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at DHA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Dara Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

147. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Dara Heights Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to DHA residents residing in ground-level units. The notice will inform DHA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Dara Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if



temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

148. DHA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Dara Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Dara Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**I. Tyler Heights Apartments (THA)**

**1. Retrofits to Accessible Pedestrian Routes**

149. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Tyler Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix I.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

150. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Tyler Heights Limited Partnership will complete retrofits to the public and common use areas at WLA listed in Appendix I.2 to bring the public and common use areas of THA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

151. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Tyler Heights Limited Partnership will complete all retrofits as described in Appendix I.3 to the interiors of the ground-level multifamily dwellings at THA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Tyler Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at THA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Tyler Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

152. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Tyler Heights Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to THA residents residing in ground-level units. The notice will inform THA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances,

UFAS, and that to settle this lawsuit, Douglas Pauley and Tyler Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

153. THA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Tyler Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Tyler Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

## **J. Trace Ridge Apartments (TRA)**

### **1. Retrofits to Accessible Pedestrian Routes**

154. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Trace Ridge Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix J.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

### **2. Retrofits to Public and Common Use Areas**

155. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Trace Ridge Limited Partnership will complete retrofits to the public and common use areas at TRA listed in Appendix J.2 to bring the public and common use areas of TRA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

### **3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

156. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Trace Ridge Limited Partnership will complete all retrofits as described in Appendix J.3 to the interiors of the covered multifamily dwellings at TRA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Trace Ridge Limited Partnership will retrofit the interior of a covered multifamily dwelling at TRA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Trace Ridge Limited Partnership will complete retrofitting within two (2) years from entry of this Order.



157. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Trace Ridge Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to TRA residents. The notice will inform TRA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Trace Ridge Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

158. TRA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Trace Ridge Limited Partnership on a first come, first served basis. Douglas Pauley and Trace Ridge Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**K. Barbara Heights Apartments (BHA)**

**1. Retrofits to Accessible Pedestrian Routes**

159. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Barbara Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix K.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

160. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Barbara Heights Limited Partnership will complete retrofits to the public and common use areas at BHA listed in Appendix K.2 to bring the public and common use areas of BHA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

161. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Barbara Heights Limited Partnership will complete all retrofits as described in Appendix K.3 to the interiors of the ground-level multifamily dwellings at BHA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Barbara Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at BHA no later than the first time that unit becomes vacant following the entry of this

Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Barbara Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

162. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Barbara Heights Limited Partnership will provide a notice that is substantially equivalent to [Appendix EE](#) to BHA residents residing in ground-level units. The notice will inform BHA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Barbara Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by [Section IV](#) of this Order, [infra](#).

163. BHA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Barbara Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Barbara Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to [paragraph 294 of this Consent Order](#).

#### **L. Spruce Cove Apartments (SCA)**

##### **1. Retrofits to Accessible Pedestrian Routes**

164. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Spruce Cove Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in [Appendix L.1](#) compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

##### **2. Retrofits to Public and Common Use Areas**

165. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Spruce Cove Limited Partnership will complete retrofits to the public and common use areas at SCA listed in [Appendix L.2](#) to bring the public and common use areas of SCA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

##### **3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

166. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Spruce Cove Limited Partnership will complete all retrofits as



described in Appendix L.3 to the interiors of the ground-level multifamily dwellings at SCA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Spruce Cove Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at SCA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Spruce Cove Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

167. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Spruce Cove Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to SCA residents residing in ground-level units. The notice will inform SCA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Spruce Cove Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

168. SCA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Spruce Cove Limited Partnership on a first come, first served basis. Douglas Pauley and Spruce Cove Limited Partnership complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**M. Quarry Glenn Apartments (QGA)**

**1. Retrofits to Accessible Pedestrian Routes**

169. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Quarry Glenn Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix M.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

170. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Quarry Glenn Limited Partnership will complete retrofits to the public and common use areas at QGA listed in Appendix M.2 to bring the public and common use areas of QGA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

171. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Quarry Glenn Limited Partnership will complete all retrofits as described in Appendix M.3 to the interiors of the ground-level multifamily dwellings at QGA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Quarry Glenn Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at QGA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Quarry Glenn Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

172. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Quarry Glenn Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to QGA residents residing in ground-level units. The notice will inform QGA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Quarry Glenn Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

173. QGA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Quarry Glenn Limited Partnership on a first come, first served basis. Douglas Pauley and Quarry Glenn Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**N. Pauli Heights Apartments (PHA)**

**1. Retrofits to Accessible Pedestrian Routes**

174. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Pauli Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix N.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

175. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Pauli Heights Limited Partnership will complete



retrofits to the public and common use areas at PHA listed in Appendix N.2 to bring the public and common use areas of PHA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

176. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Pauli Heights Limited Partnership will complete all retrofits as described in Appendix N.3 to the interiors of the ground-level multifamily dwellings at PHA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Pauli Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at PHA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Pauli Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

177. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Pauli Heights Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to PHA residents residing in ground-level units. The notice will inform PHA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Pauli Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

178. PHA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Pauli Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Pauli Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**O. Plateau Oaks Apartments (POA)**

**1. Retrofits to Accessible Pedestrian Routes**

179. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Plateau Oaks Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix O.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

180. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Plateau Oaks Limited Partnership will complete retrofits to the public and common use areas at POA listed in Appendix O.2 to bring the public and common use areas of POA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

181. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Plateau Oaks Limited Partnership will complete all retrofits as described in Appendix O.3 to the interiors of the ground-level multifamily dwellings at POA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Plateau Oaks Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at POA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Plateau Oaks Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

182. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Plateau Oaks Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to POA residents residing in ground-level units. The notice will inform POA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Plateau Oaks Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, *infra*.

183. POA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Plateau Oaks Limited Partnership on a first come, first served basis. Douglas Pauley and Plateau Oaks Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**P. Jenna Landing Apartments (JLA)**

**1. Retrofits to Accessible Pedestrian Routes**



184. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Jenna Landing Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix P.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

185. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Jenna Landing Limited Partnership will complete retrofits to the public and common use areas at JLA listed in Appendix P.2 to bring the public and common use areas of JLA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

186. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Jenna Landing Limited Partnership will complete all retrofits as described in Appendix P.3 to the interiors of the ground-level multifamily dwellings at POA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Jenna Landing Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at JLA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Jenna Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

187. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Jenna Landing Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to JLA residents residing in ground-level units. The notice will inform JLA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Jenna Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

188. JLA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Jenna Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Jenna Landing Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**Q. Dylan Heights Apartments (DLHA)**

**1. Retrofits to Accessible Pedestrian Routes**

189. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Dylan Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix Q.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

190. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Dylan Heights Limited Partnership will complete retrofits to the public and common use areas at DLHA listed in Appendix Q.2 to bring the public and common use areas of DLHA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

191. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Dylan Heights Limited Partnership will complete all retrofits as described in Appendix Q.3 to the interiors of the ground-level multifamily dwellings at DLHA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Dylan Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at DLHA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Dylan Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

192. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Dylan Heights Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to DLHA residents residing in ground-level units. The notice will inform DLHA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Dylan Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.



193. DLHA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Dylan Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Dylan Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**R. Perkins Parke Apartments**

**1. Retrofits to Accessible Pedestrian Routes**

194. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Perkins Parke Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix R.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

195. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Perkins Parke Limited Partnership will complete retrofits to the public and common use areas at PPA listed in Appendix R.2 to bring the public and common use areas of PPA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

196. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Perkins Parke Limited Partnership will complete all retrofits as described in Appendix R.3 to the interiors of the ground-level multifamily dwellings at PPA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Perkins Parke Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at PPA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Perkins Parke Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

197. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Perkins Parke Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to PPA residents residing in ground-level units. The notice will inform PPA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Perkins Parke Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary

relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

198. PPA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Perkins Parke Limited Partnership on a first come, first served basis. Douglas Pauley and Perkins Parke Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**S. Van Meter Heights Apartments (VMHA)**

**1. Retrofits to Accessible Pedestrian Routes**

199. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Vanmeter Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix S.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

200. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Vanmeter Heights Limited Partnership will complete retrofits to the public and common use areas at VMHA listed in Appendix S.2 to bring the public and common use areas of VMHA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

201. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Vanmeter Heights Limited Partnership will complete all retrofits as described in Appendix S.3 to the interiors of the ground-level multifamily dwellings at VMHA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Vanmeter Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at VMHA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Vanmeter Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

202. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Vanmeter Heights Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to VMHA residents residing in ground-level units. The notice will inform VMHA residents that (1) the United States alleges that the unit and public and common



use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Vanmeter Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

203. VMHA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Vanmeter Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Vanmeter Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**T. Deer Forest Apartments (DFA)**

**1. Retrofits to Accessible Pedestrian Routes**

204. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Deer Forest Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix T.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

205. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Deer Forest Limited Partnership will complete retrofits to the public and common use areas at DFA listed in Appendix T.2 to bring the public and common use areas of DFA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

206. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Deer Forest Limited Partnership will complete all retrofits as described in Appendix T.3 to the interiors of the ground-level multifamily dwellings at DFA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Deer Forest Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at DFA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Deer Forest Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

207. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Deer Forest Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to DFA residents residing in ground-level units. The notice will inform DFA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Deer Forest Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

208. DFA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Deer Forest Limited Partnership on a first come, first served basis. Douglas Pauley and Deer Forest Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**U. Lynnelle Landing Apartments (LLA)**

**1. Retrofits to Accessible Pedestrian Routes**

209. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Lynnelle Landing Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix U.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

210. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Lynnelle Landing Limited Partnership will complete retrofits to the public and common use areas at LLA listed in Appendix U.2 to bring the public and common use areas of LLA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

211. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Lynnelle Landing Limited Partnership will complete all retrofits as described in Appendix U.3 to the interiors of the ground-level multifamily dwellings at LLA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Lynnelle Landing Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at LLA no later than the first time that unit becomes vacant following the



entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Lynnelle Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

212. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Lynnelle Landing Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to LLA residents residing in ground-level units. The notice will inform LLA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Lynnelle Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, *infra*.

213. LLA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Lynnelle Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Lynnelle Landing Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

## **V. Cranberry Cove Apartments (CCA)**

### **1. Retrofits to Accessible Pedestrian Routes**

214. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Cranberry Cove Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix V.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

### **2. Retrofits to Public and Common Use Areas**

215. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Cranberry Cove Limited Partnership will complete retrofits to the public and common use areas at CCA listed in Appendix V.2 to bring the public and common use areas of CCA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

### **3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

216. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Cranberry Cove Limited Partnership will complete all retrofits

as described in Appendix V.3 to the interiors of the ground-level multifamily dwellings at CCA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Cranberry Cove Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at CCA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Cranberry Cove Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

217. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Cranberry Cove Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to CCA residents residing in ground-level units. The notice will inform CCA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Cranberry Cove Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, *infra*.

218. CCA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Cranberry Cove Limited Partnership on a first come, first served basis. Douglas Pauley and Cranberry Cove Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

#### **W. Mill Creek Landing Apartments (MCLA)**

##### **1. Retrofits to Accessible Pedestrian Routes**

219. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Mill Creek Landing Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix W.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

##### **2. Retrofits to Public and Common Use Areas**

220. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Mill Creek Landing Limited Partnership will complete retrofits to the public and common use areas at MCLA listed in Appendix W.2 to bring the public and common use areas of MCLA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.



### **3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

221. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Mill Creek Landing Limited Partnership will complete all retrofits as described in [Appendix W.3](#) to the interiors of the ground-level multifamily dwellings at MCLA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Mill Creek Landing Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at MCLA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Mill Creek Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

222. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Mill Creek Landing Limited Partnership will provide a notice that is substantially equivalent to [Appendix EE](#) to MCLA residents residing in ground-level units. The notice will inform MCLA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Mill Creek Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can [schedule the retrofits](#); (4) [the retrofits will be performed at no cost to the resident](#); and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by [Section IV](#) of this Order, [infra](#).

223. MCLA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Mill Creek Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Mill Creek Landing Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

## **X. Hope Landing Apartments (HLA)**

### **1. Retrofits to Accessible Pedestrian Routes**

224. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Hope Landing Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in [Appendix X.1](#) compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

### **2. Retrofits to Public and Common Use Areas**

225. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Hope Landing Limited Partnership will complete retrofits to the public and common use areas at HLA listed in [Appendix X.2](#) to bring the public and common use areas of HLA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

226. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Hope Landing Limited Partnership will complete all retrofits as described in [Appendix X.3](#) to the interiors of the covered multifamily dwellings at HLA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Hope Landing Limited Partnership will retrofit the interior of a covered multifamily dwelling at HLA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Hope Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

227. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Hope Landing Limited Partnership will provide a notice that is substantially equivalent to [Appendix EE](#) to TRA residents. The notice will inform HLA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Hope Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by [Section IV](#) of this Order, *infra*.

228. HLA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Hope Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Hope Landing Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**Y. Upper Falls Landing (UFLA)**

**1. Retrofits to Accessible Pedestrian Routes**

229. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Upper Falls Landing Limited Partnership will complete



the retrofits to make the Accessible Pedestrian Routes identified in Appendix Y.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

230. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Upper Falls Landing Limited Partnership will complete retrofits to the public and common use areas at UFLA listed in Appendix Y.2 to bring the public and common use areas of UFLA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

231. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Upper Falls Landing Limited Partnership will complete all retrofits as described in Appendix Y.3 to the interiors of the covered multifamily dwellings at UFLA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Upper Falls Landing Limited Partnership will retrofit the interior of a covered multifamily dwelling at UFLA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Upper Falls Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

232. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Upper Falls Landing Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to UFLA residents. The notice will inform UFLA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Upper Falls Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

233. UFLA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Upper Falls Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Upper Falls Landing Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**Z. Fort Springs Apartments (FSA)**

**1. Retrofits to Accessible Pedestrian Routes**

234. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Fort Springs Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix Z.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

235. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Fort Springs Landing Limited Partnership will complete retrofits to the public and common use areas at FSA listed in Appendix Z.2 to bring the public and common use areas of FSA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

236. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Fort Springs Limited Partnership will complete all retrofits as described in Appendix Z.3 to the interiors of the ground-level multifamily dwellings at FSA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Fort Springs Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at FSA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Fort Springs Landing Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

237. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Fort Springs Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to FSA residents residing in ground-level units. The notice will inform FSA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Fort Springs Landing Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

238. FSA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Fort Springs Landing Limited Partnership on a first come, first served basis. Douglas Pauley and Fort Springs Landing Limited Partnership will complete the retrofits



as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**AA. Pleasant Heights Apartments (PLHA)**

**1. Retrofits to Accessible Pedestrian Routes**

239. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Pleasant Heights Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix AA.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

240. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Pleasant Heights Limited Partnership will complete retrofits to the public and common use areas at PLHA listed in Appendix AA.2 to bring the public and common use areas of PLHA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

241. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Pleasant Heights Limited Partnership will complete all retrofits as described in Appendix AA.3 to the interiors of the ground-level multifamily dwellings at PLHA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Pleasant Heights Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at PLHA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Pleasant Heights Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

242. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Pleasant Heights Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to PLHA residents residing in ground-level units. The notice will inform PLHA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Pleasant Heights Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General

Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

243. PLHA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Pleasant Heights Limited Partnership on a first come, first served basis. Douglas Pauley and Pleasant Heights Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**BB. Union Place Apartments (UPA)**

**1. Retrofits to Accessible Pedestrian Routes**

244. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Union Place Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix BB.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

245. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Union Place Limited Partnership will complete retrofits to the public and common use areas at UPA listed in Appendix BB.2 to bring the public and common use areas of UPA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

**3. Retrofits to Covered Multifamily Dwelling Unit Interiors**

246. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Union Place Limited Partnership will complete all retrofits as described in Appendix BB.3 to the interiors of the covered multifamily dwellings at UPA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Union Place Limited Partnership will retrofit the interior of a covered multifamily dwelling at UPA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Union Place Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

247. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Union Place Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to UPA residents. The notice will inform UPA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Union Place Limited Partnership have agreed to perform certain retrofits to the



dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

248. UPA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Union Place Limited Partnership on a first come, first served basis. Douglas Pauley and Union Place Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

## **CC. Hill Manor Apartments (HMA)**

### **1. Retrofits to Accessible Pedestrian Routes**

249. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Fayette Manor Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix CC.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

### **2. Retrofits to Public and Common Use Areas**

250. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Fayette Manor Limited Partnership will complete retrofits to the public and common use areas at HMA listed in Appendix CC.2 to bring the public and common use areas of HMA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

### **3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

251. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Fayette Manor Limited Partnership will complete all retrofits as described in Appendix CC.3 to the interiors of the ground-level multifamily dwellings at HMA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Hill Manor Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at HMA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Hill Manor Limited Partnership will complete retrofitting within two (2) years from entry of this Order.

252. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Hill Manor Limited Partnership will provide a notice that is substantially equivalent

to Appendix EE to HMA residents residing in ground-level units. The notice will inform HMA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Hill Manor Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

253. HMA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Hill Manor Limited Partnership on a first come, first served basis. Douglas Pauley and Hill Manor Limited Partnership will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

**DD. Sue Terrace Apartments (STA)**

**1. Retrofits to Accessible Pedestrian Routes**

254. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this order, Douglas Pauley and Sue Terrace II Limited Partnership will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix DD.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

**2. Retrofits to Public and Common Use Areas**

255. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Douglas Pauley and Sue Terrace II Landing Limited Partnership will complete retrofits to the public and common use areas at STA listed in Appendix DD.2 to bring the public and common use areas of STA into compliance with the FHA and FHA Guidelines.

**3. Retrofits to Ground-Floor Covered Multifamily Dwelling Unit Interiors**

256. As soon as reasonably possible, but by no later than two (2) years from the entry of this Order, Douglas Pauley and Sue Terrace II Limited Partnership will complete all retrofits as described in Appendix DD.3 to the interiors of the ground-level multifamily dwellings at STA to bring these unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS, in accordance with the Interior Retrofit Inspection Protocol. Douglas Pauley and Sue Terrace II Limited Partnership will retrofit the interior of a ground-level multifamily dwelling at STA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Douglas Pauley and Sue Terrace II Limited Partnership will complete retrofitting within two (2) years from entry of this Order.



257. Within forty-five (45) days from the date of the entry of this Order, Douglas Pauley and Sue Terrace II Limited Partnership will provide a notice that is substantially equivalent to Appendix EE to STA residents residing in ground-level units. The notice will inform STA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines, and in some instances, UFAS, and that to settle this lawsuit, Douglas Pauley and Sue Terrace II Limited Partnership have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within two (2) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

258. STA residents may request the retrofits in writing, and the requests will be granted by Douglas Pauley and Sue Terrace II Limited Partnership on a first come, first served basis. Douglas Pauley and Sue Terrace II Limited Partnership complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 294 of this Consent Order.

#### **IV. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING UNIT INTERIORS**

259. Defendants will endeavor to minimize inconvenience to residents and homeowners in scheduling and performing retrofits required by this Order at the Subject Properties.

260. Defendants with an ownership or control interest in a specific Subject Property will offer any resident or homeowners of a unit scheduled to undergo a retrofit who will be dislocated from the unit for more than twenty-four (24) hours consecutively a similarly-sized furnished unit at one of the Subject Properties at no cost. In the event that a similarly-sized furnished unit at one of the Subject Properties is not available, Defendants will pay the resident the applicable government per diem rate for food and lodging for the local area (as available at [www.gsa.gov](http://www.gsa.gov)— click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment will be made prior to the commencement of any retrofit work on the resident’s or homeowner’s unit, so that the resident or homeowner can use the money to obtain alternative living accommodations and food while dislocated.

#### **V. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS**

261. Within sixty (60) days of the entry of this Order, Defendants will provide written notice to all residents and homeowners at the Subject Properties stating that the retrofits required by this Order will be performed to the public and common use areas of the Subject Properties, which include unit entrances and accessible routes. Such notice will conform to Appendix JJ.

Defendants will 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 after such distribution.

## VI. NEUTRAL INSPECTOR

262. Defendants will 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 whether the retrofits have been completed in accordance with the specifications in this Order’s Appendices A.1 – DD.1, Appendices A.2 – DD.2, Appendices A.3 – DD.3, the Interior Retrofit Protocol and the Route Inspection Protocol that describe the retrofits for the properties. The Inspector will have expertise in the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, ADA Standards, and ANSI A117.1-1986.

263. An inspection of a Subject Property will take place within thirty (30) days of the completion of all of the retrofits to all of the Accessible Pedestrian Routes as set forth in the relevant Appendix, within thirty (30) days of the completion of all of the retrofits to the public and common use areas as set forth in the relevant Appendix, and within thirty (30) days of completion of all of the retrofits to the covered multifamily dwelling units as set forth in the relevant Appendix, or as soon thereafter as practicable for each. Defendants will give the United States at least three (3) weeks’ notice of the inspection and will give the United States an opportunity to have its representative present for the inspection.

264. The inspections of Accessible Pedestrian Routes, Public and Common Use Areas and dwelling units will be conducted by the Inspector in accordance with this Order and the relevant Appendices. The inspections of the Accessible Pedestrian Routes will also be conducted by the Inspector in accordance with the written Route Inspection Protocol which will be provided to the Inspector. The inspections of the dwelling units will also be conducted by the Inspector in accordance with the written Interior Inspection Protocol which will be provided to the Inspector.

265. The Inspector will set out the results of each inspection of the Subject Property, including deficits if any, in writing and will send that report to counsel for Defendants and for the United States. The Inspector will take digital photographs of any deficiencies identified at each Subject Property. If the inspection indicates that not all of the required retrofits have been made as specified in the Appendices, Interior Inspection Protocol or the Route Inspection Protocol that apply to the Subject Property, the Defendants involved in that specific Subject Property as set forth above, will correct any deficiencies within a reasonable period of time and will pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process will continue until the Inspector certifies that all of the necessary retrofits have been made. The Defendants involved in that specific property will pay all of the Inspector’s reasonable costs associated with these inspections of the Subject Property, and such payments will be made without regard to the Inspector’s findings. Upon reasonable notice to Defendants, representatives of the United States will be permitted to inspect the retrofits made by the Defendants in accordance with this Consent Order or the third-party inspection reports



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

#### VII. TRANSFER OF INTEREST IN PROPERTIES

266. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of any of the Subject Properties shall not affect Defendants' continuing obligation to retrofit any Subject Property as specified in this Order. Should a Defendant sell or transfer ownership of any Subject Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Order, its appendices, or its protocols, the Defendant will at least thirty (30) days prior to completion of the sale or transfer or as soon as practicable: (a) provide to each prospective buyer written notice that the Subject Property is subject to this Order, including specifically the Defendant's obligations to complete required retrofit work and to allow inspections, along with a copy of this Order; and (b) provide to the United States, by facsimile and first-class mail, written notice of the intent to sell or transfer ownership, along with a copy of the notice sent to each buyer or transferee, and each buyer's or transferee's name, address and telephone number.

#### VIII. NO RAISING RENTS PRICES

267. Defendants with an ownership or management interest in a Subject Property, their agents and affiliated companies, may not raise the rent price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at any Subject Property solely because of contemplated or completed retrofits in a dwelling unit.

#### IX. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

268. For the duration of this Order, Defendant Douglas Pauley will maintain, and provide to the United States, the following information and statements regarding Lina Landing Apartments and Zachary Gardens Apartments,<sup>2</sup> and any other covered multifamily dwellings intended to be, or which actually are, purchased, developed, built, designed, constructed, or engineered in whole or in part, by any of them or by any entities in which they have a position of

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<sup>2</sup> Lina Landing Apartments is an apartment rental property planned for development with a single three-story elevator building with a total of 32 planned units in Princeton, WV. Lina Landing Limited Partnership is the owner/developer of Lina Landing Apartments. Lina Landing Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 20311. Douglas E. Pauley is the General Partner of Lina Landing Limited Partnership. Lina Landing Apartments is being developed using Low-Income Housing Tax Credits awarded in 2011. Zachary Gardens Apartments is a property planned for development with 32 units that was awarded Low Income Housing Tax Credits for new construction in 2011. It is a property with an address at Knollwood Road, Charleston, WV. Zachary Gardens Limited Partnership is the owner/developer of Zachary Gardens Apartments. Zachary Gardens Limited Partnership is a for-profit, domestic West Virginia limited partnership with its principal office at 2010 Quarrier Street, Charleston, WV 20311. Douglas E. Pauley is the General Partner of Zachary Gardens Limited Partnership.

control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share, provided, however, that such information and statements need to be maintained and/or provided only on properties in which a Defendant is actually involved, not on those properties in which a Defendant bids or expresses an interest, but does not become finally involved:

- a. the name and address of the property;
- b. a description of the property and the individual units;
- c. the name, address, and telephone number of the civil engineer(s) involved with the project;
- d. a statement from the civil engineer(s) involved with the property acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and the ADA and in the field of accessible site design and certifying 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, the FHA Guidelines, the ADA, and the ADA Standards;
- e. The name, address and telephone number of the architect(s) involved with the property;
- f. a statement from all architect(s) involved with the property, acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, 42 U.S.C. § 3406(f)(1), (f)(2), and (f)(3)(C), the requirements of the FHA Guidelines, the ADA, 42 U.S.C. § 12183(a)(1), the ADA Standards, and in the field of accessible site design and certifying that he/she has reviewed the architectural plans for the property and that the design specifications therein fully comply with the requirements of the Act, the FHA Guidelines, the ADA, and the ADA Standards.
- g. If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, each of the Defendants will obtain, maintain, and provide to the United States upon request, a statement from the civil engineer(s) or architect(s) involved with the property that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the Accessible Design Requirements of the Fair Housing Act and the FHA Guidelines, and the Americans with Disabilities Act, and the ADA Standards, where applicable.

269. Defendants will take all actions to make the construction of Lina Landing Apartments, Zachary Gardens Apartments, as well as new construction at any existing Subject Property, or any future construction within the meaning of paragraph 268, above, fully compliant with the Accessible Design Requirements of the Fair Housing Act, the FHA Guidelines, the Americans with Disabilities Act, and the Americans with Disabilities Act Accessibility Standards. During the term of this Order, upon reasonable notice, the United States will be permitted full access to such properties to inspect for compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

#### **X. SETTLEMENT FUND AND PAYMENTS TO AGGRIEVED PERSONS**



270. 167. Within ninety (90) days after the date of this Consent Order, the Defendants shall deposit in an interest-bearing account the total sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for the purpose of compensating any aggrieved persons who may have suffered as a result of the alleged discriminatory housing practices by the Defendants. This money shall be referred to as the "Settlement Fund," and shall be for the purpose of compensating any aggrieved persons who may have suffered as a result of the alleged discriminatory housing practices by the Defendants.

271. Within ninety (90) days of the entry of this Order, the Defendants shall publish the Notice to Potential Victims of Alleged Housing Discrimination ("Notice") at Appendix FF 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 Charleston Gazette. The publication dates shall be separated from one another by twenty-one (21) days, and at least two of the publication dates shall be on a Sunday. Within ten (10) days of each publication date, the Defendants shall provide a copy of the newspaper containing the Notice to counsel for the United States.

272. Within ninety (90) days of the entry of this Order, the Defendants shall send a copy of the Notice described above to each of the following organizations:

- a. Appalachian Center for Independent Living, Inc., Elk Office Center, Suite C, 4710 Chimney Drive, Charleston, WV 25302
- b. [Appalachian Research and Defense Fund, Inc., 922 Quarrier Street, Suite 500, Charleston, WV 25301](#)
- c. Legal Aid Society of Charleston, 922 Quarrier Street, 4<sup>th</sup> Floor, Charleston, WV 25301
- d. Mountain State Center for Independent Living, 821 Fourth Avenue, Huntington, WV 25701
- e. Mountain State Center for Independent Living, 329 Prince Street, Beckley, WV 25801
- f. Mountain State Center for Independent Living, P.O. Box 31, Sistersville, WV 26155
- g. Northern West Virginia Center for Independent Living, 601-3 East Brockway Avenue, Suites A & B, Morgantown, WV 26501
- h. West Virginia Fair Housing Action Network, 601-3 East Brockway Avenue, Suites A & B, Morgantown, WV 26501
- i. West Virginia Human Rights Commission, 1321 Plaza East, Room 108A, Charleston, WV 26501
- j. West Virginia Legal Services Plan, Inc., 922 Quarrier Street, Suite 550, Charleston, WV 25301.

273. Within six (6) months of the entry of this Order, the Defendants shall send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present tenant at the Subject Properties for whom they have records. For past tenants, the Defendants will have complied with the requirements of this paragraph by mailing such notice to the forwarding address provided to the owners or managers of the Subject Properties or their agents by the former tenant at the time the former tenant moved out. Within seven (7) months of entry of this Order, the Defendants shall provide to counsel for the United States proof that the Notices have been sent.

274. Allegedly aggrieved persons shall have twelve (12) months from the date of the entry of this Order to contact the United States. The United States shall investigate the claims of allegedly aggrieved persons and, within eighteen (18) months from the entry of this Order, shall make a preliminary determination of which persons are aggrieved and whether any amount of damages should be paid to each such person. The preliminary determinations of the appropriate amount of damages shall total no more than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), and shall not include any interest that has accrued in the account. The United States will inform the Defendants, in writing, of its preliminary determinations, together with a copy of a sworn declaration from each allegedly aggrieved person setting forth the factual basis of the claim. The Defendants shall have ninety (90) days to review the declarations and provide to the United States any comments, documents or information that they believe may refute the claim.

275. Not later than ninety (90) days after receiving the comments, documents and information from the Defendants, 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 Defendants. The final recommendations by the United States shall not total more than ONE HUNDRED THOUSAND DOLLARS (\$100,000), and shall not include any interest that has accrued in the account. When the Court issues an order approving or changing the United States' proposed distribution of funds for allegedly aggrieved persons, the Defendants, within ten (10) days of the Court's order, shall deliver to the United States checks payable to the allegedly aggrieved persons in the amounts approved by the Court, plus a proportionate share of the interest that has accrued in the Settlement Fund as of the day before the checks are sent to the United States. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund, including accrued interest. No allegedly aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix GG.

276. The Defendants shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its determinations regarding the claims of alleged aggrieved persons.

277. Nothing in this Consent Order shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.



278. After the satisfaction of paragraphs 271 -276, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in West Virginia, with an emphasis on the protection of the rights of persons of with disabilities. Before selecting the qualified organization(s), the Defendants will obtain a proposal from the organization(s) on how the funds will be used consistent with the above-stated purpose, submit such proposal to the United States, and consult with and obtain the non-objection of the United States. The United States and the Corporate Defendants may request modification of the proposal before approving the organization(s). The parties shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s).

279. The Defendants shall also require that the qualified organization(s) receiving funds submit to the Defendants and the United States a detailed report on how the funds are utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.

#### **XI. CIVIL PENALTY**

280. Within fifteen (15) days of the date of this order, Defendants will pay a civil penalty of TEN THOUSAND DOLLARS (\$10,000) pursuant to 42 U.S.C. § 3614(d)(1)(C) and 42 U.S.C. § 12188(b)(2)(C)(I) to vindicate the public interest by submitting a check made payable to the "United States of America" to counsel for the United States.

#### **XII. EDUCATIONAL PROGRAM**

281. Within thirty (30) days of the entry of this Order, Defendants will provide a copy of this Order to all their agents and employees involved in the design or construction of the Subject Properties and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix HH.

282. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment relationship with a Defendant, each new agent or employee involved in the design and construction of any Subject Property or other covered multifamily dwelling property will 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 has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix HH.

283. Defendants will also ensure that they and their employees and agents who have primary management 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 management, sale and/or rental of multifamily dwellings at issue in this case will be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations and reasonable modifications.

284. Within ninety (90) days of the date of entry of this Consent Order, Defendants and all their employees and agents whose duties, in whole or in part, involve or will involve primary management authority over the development, design and/or construction of multifamily dwellings will undergo training on the design and construction requirements of the Fair Housing Act and the ADA, unless they have already had similar training within the last four years. The training will be conducted by a qualified individual who has been previously approved by the Department of Justice, and any expenses associated with this training will be borne by Defendants. Defendants will 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 II.

### **XIII. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY**

285. Within ten (10) days of the date of entry of this Consent Order, Defendants with an ownership or management interest in a covered multifamily dwelling property will post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them 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.

286. For the duration of this Consent Order, in all future advertising in newspapers, electronic media, pamphlets, brochures and other promotional literature regarding the Subject Properties or any new covered multifamily dwelling properties that any Defendant may develop or construct, such Defendant will place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

### **XIV. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS**

287. In addition to all other reporting required herein, within one hundred eighty (180) days after the date of entry of this Consent Order, Defendants will submit to the United States an initial report containing the reporting required by paragraphs 268, 281 – 286, and containing the signed statements of the Defendants and their employees and agents who have completed the training program specified in paragraph 284 of this Consent Order. Thereafter during the term of this Order, Defendants will, on the anniversary of the entry of this Order, submit to the United States a compliance report detailing their compliance with this Order, including details on the retrofitting and inspections of the retrofits at the Subject Properties, the reporting required by paragraphs 268-269 on the current and future design and construction, and containing the signed statements of new employees and agents that, in accordance with paragraph 282 of this Consent



Order, they have received and read the Order, and had an opportunity to have questions about the Order answered, except that the last compliance report will be due sixty (60) days prior to the anniversary.

288. For the duration of this Consent Order, Defendants will advise the United States in writing within fifteen (15) days of receipt of any written administrative or legal fair housing complaint against any property owned or managed by them, or against any employees or agents of the Defendants working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Defendants will also provide the United States all information it may request concerning any such complaint. Defendants will also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

289. For the term of this Consent Order, Defendants are required to preserve all records related to this Consent Order, related to the Subject Properties and related to any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them during the duration of this Consent Order. Upon reasonable notice to Defendants, representatives of the United States will be permitted to inspect and copy any records of Defendants or inspect any properties or dwelling units under the control of Defendants bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States will endeavor to minimize any inconvenience to Defendants and residents from such inspections.

#### **XV. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE**

290. Defendants are hereby notified that, in the event that the Defendants fail to comply with any of the terms of this Consent Order and the United States obtains an order establishing such noncompliance, the United States may take any appropriate action, including but not limited to notifying the appropriate state housing finance agency of the violation. See 26 U.S.C. § 42(m)(1)(B)(iii).

#### **XVI. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION**

291. This Consent Order will remain in effect for five (5) years after the date of its entry. By consenting to entry of this Order, the parties agree that in the event that a Design and Construct Defendant engages in any future conduct occurring after entry of this Order that leads to a determination of a violation of the Fair Housing Act, such conduct will constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). By consenting to entry of this Consent Order, the United States and parties agree that in the event that a Design and Construct Defendant engages in any future violation(s) of the ADA, such violation(s) will constitute a "subsequent violation" pursuant to 42 U.S.C. § 12188(b)(2)(C)(ii).

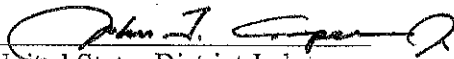
292. The Court will retain jurisdiction for the duration of this Order to enforce the terms of the Order, at which time the case will be dismissed with prejudice. The United States may move the Court to extend the duration of the Order in the interests of justice.

293. All parties will 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 of a failure by a Defendant to perform, in a timely manner, any act required by this Order or otherwise for their failure to act in conformance with any provision thereof, 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 or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.

#### **XVII. TIME FOR PERFORMANCE**

294. Time limits for performance imposed by this Consent Order may be extended by leave of the Court.

Dated: September 29, 2014

  
United States District Judge



*FOR THE UNITED STATES:*

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