

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

United States of America,)
)
 Plaintiff,)
)
 v.)
)
 Bryan Construction Company, Inc.,)
 Patton & Taylor Construction Co.,)
 Taylor Gardner Architects, Inc.,)
 Looney-Ricks-Kiss Architects, Inc.,)
 Richard A. Barron, The Reaves Firm, Inc.,)
 Smith Engineering Firm, Inc.,)
 David W. Milem, Belz/South Bluffs, Inc.,)
 HT Devco, Inc., Steve Bryan)
 and Sentinel Real Estate Corp.)
)
 Defendants.)

Case No. 05-2188-cv-JPM-tmp

CONSENT ORDER

I. INTRODUCTION

A. Background

1. Plaintiff United States of America and Defendants Bryan Construction Company, Inc., Patton & Taylor Construction Co., Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Richard A. Barron, The Reaves Firm, Inc., Smith Engineering Firm, Inc., David W. Milem, Belz/South Bluffs, Inc., HT Devco, Inc., and Steve Bryan (hereinafter collectively referred to as the “Defendants”) and Federal Rule of Civil Procedure 19 Necessary Party Sentinel Real Estate Corp. (“Sentinel”), agree to the terms of this Consent Order resolving the allegations raised in the United States’ Amended Complaint.

2. This action was brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (“the Fair Housing Act” or “FHA”), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619, and Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.* (the “ADA”). Specifically, the United States’ Complaint as amended alleges that the Defendants, except Sentinel, 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 three listed covered multifamily dwellings (hereinafter the “Subject Properties” or individually “Subject Property”), as well as by failing to design and construct other covered multifamily dwellings, including the properties listed below (hereinafter the “Additional Properties” or individually “Additional Property”), with the features of accessible and adaptable design and construction required by subsections 804(f)(1), 804(f)(2) and 804(f)(3)(C) of the Fair Housing Act (“the Act” or “FHA”), 42 U.S.C. § 3604(f)(1), (2) & (3)(C), and in a manner required by the ADA, 42 U.S.C. § 12183(a)(1).

a. **Subject Properties**, Name, Address, Number of Covered Multifamily Dwellings

- i. South Bluffs Apartments (“South Bluffs”), 4 Riverview Drive West, Memphis, Tennessee 38103, 82¹
- ii. Island Park Apartments (“Island Park”), 1440 Island Park Drive, Memphis, Tennessee 38103, 76²

¹ South Bluffs is comprised of fourteen (14) multi-story, non-elevator apartment buildings with a total of eighty-two (82) ground floor covered multifamily dwellings.

² Island Park is comprised of seven (7) multi-story, non-elevator apartment buildings with a total of seventy-six (76) ground floor covered multifamily dwellings. The clubhouse rental offices of Island Park also serve as the rental offices for Harbor Town Square.

- iii. The Apartments on Harbor Town Square (“Harbor Town Square”), 1440 Island Park Drive (offices), 60 Harbor Town Square (apartments), Memphis, Tennessee 38103, 19³
- b. **Additional Properties**, Name, Address, Number of Covered Multifamily Dwellings
 - i. Grand Pointe Apartments (“Grand Pointe”), 3606 Kaliste Saloom Road, Lafayette, LA 70508, 88⁴
 - ii. Highlands of Grand Pointe, 3601 Kaliste Saloom Drive, Lafayette, LA 70508, 40⁵
 - iii. Ashford Place Apartments (“Ashford Place”), 107 Ashford Drive, West Monroe, LA 70508, 84⁶
 - iv. Island Park Apartments (“Island Park-LA”), 1105 Island Park Blvd, Shreveport, LA 71105, 104⁷
 - v. Reflections of Island Park, 2600 Celebration Cove, Shreveport, LA 71105, 56⁸
 - vi. The Horizon, 717 Riverside Drive in Memphis, Tennessee 38103, N/A⁹

³ Harbor Town Square is comprised of two (2) multi-story, non-elevator apartment buildings with a total of nineteen (19) ground floor covered multifamily dwellings. In addition there are three units which 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).

⁴ Grand Pointe is comprised of nine (9) multi-story, non-elevator apartment buildings with a total of eighty-eight (88) ground floor covered multifamily dwellings.

⁵ Highlands of Grand Pointe is comprised of ten (10) multi-story, non-elevator apartment buildings with a total forty (40) ground floor covered multifamily dwellings.

⁶ Ashford Place is comprised of twenty-one (21) multi-story, non-elevator apartment buildings with a total of eighty-four (84) ground floor covered multifamily dwellings.

⁷ Island Park is comprised of eleven (11) multi-story, non-elevator apartment buildings with a total of one hundred four (104) ground floor covered multifamily dwellings.

⁸ Reflections of Island Park is comprised of fourteen (14) multi-story, non-elevator apartment buildings with a total of fifty-six (56) ground floor covered multifamily dwellings.

⁹ The Horizon f/k/a Riverside Bluffs is comprised of a sixteen (16) story condominium tower with approximately 145 covered multifamily dwellings.

- vii. Sunset Bay at Bon Secour, Condominiums located at 3944 Todd Lane, Gulf Shores, AL 36542 and 16728 County Road #6, Gulf Shores, AL 36542 and Sales Office located at 16840 County Road #6, Gulf Shores, AL 36542, 40¹⁰
- viii. Cumberland Place, 2088 Blue Mountain Blvd, Tyler, TX 75703, 92¹¹

3. Defendants deny the allegations of the complaint. This Consent Order does not constitute any admission of liability on the part of any of the Defendants, and not all of the Defendants are alleged to have participated in the design and construction of every property.

4. The United States and Defendants agree that the Subject and Additional Properties are subject to the accessible design and construction requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C) and, with the exception of South Bluffs, to the ADA, 42 U.S.C. § 12183(a)(1).

B. Defendants

5. Defendant Bryan Construction Company, Inc. is a Tennessee corporation with its principal place of business at 779 Avery Boulevard, Ridgeland, Mississippi 39157. Bryan Construction Company, Inc. was the general contractor for Harbor Town Square, Island Park and a portion of South Bluffs, known as South Bluffs I, and was also the general contractor for other covered multifamily dwellings, including the Additional Properties.

6. Defendant Patton & Taylor Construction Co., Inc. is a Tennessee corporation with its principal place of business at 7960 Wolf River Boulevard, Germantown, Tennessee 38138. Patton & Taylor Construction Company, Inc. was the general contractor for a portion of South

¹⁰ Sunset Bay at Bon Secour is comprised of one five (5) story condominium building with a total of twenty-four (24) covered multifamily dwellings and one five (5) story condominium building with a total of sixteen (16) covered multifamily dwellings.

¹¹ Cumberland Place is comprised of ten (10) multi-story, non-elevator apartment buildings with a total of ninety-two (92) ground floor covered multifamily dwellings.

Bluffs and in that capacity was involved in the design and/or construction of this apartment complex.

7. Defendant Taylor Gardner Architects, Inc. is a Tennessee corporation with its principal place of business at 760 Roland Street, Memphis, Tennessee 38104. Taylor Gardner Architects, Inc. was the architectural firm for Harbor Town Square and a portion of South Bluffs and in that capacity was involved in the design and/or construction of these apartment complexes.

8. Defendant Looney-Ricks-Kiss Architects, Inc. is a Tennessee corporation with its principal place of business at 175 Toyota Plaza, Suite 600, Memphis, Tennessee 38103. Looney-Ricks-Kiss Architects, Inc. was the architectural firm for Island Park and a portion of South Bluffs and in that capacity was involved in the design and/or construction of these apartment complexes.

9. Defendant Richard A. Barron is an individual with his place of business at 4020 Northeast Drive, Jackson, Mississippi 39211. Richard A. Barron was the architect for a portion of South Bluffs and in that capacity was involved in the design and/or construction of this apartment complex.

10. Defendant The Reaves Firm, Inc. is a Tennessee corporation with its principal place of business at 5118 Park Avenue, Suite 400, Memphis, Tennessee, 38117. The Reaves Firm, Inc. was the civil engineering firm for Island Park, Harbor Town Square, and The Horizon, and in that capacity was involved in the design and/or construction of these apartment complexes.

11. Defendant Smith Engineering Firm, Inc. is a Mississippi corporation with its principal place of business at 891 Rasco Road, Southaven, Mississippi. Smith Engineering Firm,

Inc. was the civil engineer for a portion of South Bluffs and in that capacity was involved in the design and/or construction of this apartment complex.

12. Defendant David W. Milem is an individual with his principal place of business at 2142 Nelson Avenue, Memphis, Tennessee, 38104. David W. Milem was the civil engineer for a portion of South Bluffs and in that capacity was involved in the design and/or construction of this apartment complex.

13. Defendant Belz/South Bluffs, Inc. is a Tennessee corporation with its principal place of business at 100 Peabody Place, Suite 1400, Memphis, Tennessee 38103. Belz/South Bluffs, Inc. engaged with others in a joint venture called South Bluffs Joint Venture to own and develop South Bluffs. In this capacity, Belz/South Bluffs, Inc. was involved in the design and/or construction of South Bluffs.

14. Defendant HT Devco, Inc. is a Tennessee corporation with its principal place of business at 65 Union Avenue, Suite 1200, Memphis Tennessee 38103. HT Devco, Inc. engaged with others in a joint venture called South Bluffs Joint Venture to own and develop South Bluffs. In this capacity, HT Devco, Inc. was involved in the design and/or construction of South Bluffs.

15. Defendant Steve Bryan is an individual with his principal place of business at 779 Avery Boulevard North, Ridgeland, Mississippi 39157. Steve Bryan engaged with others in a joint venture called South Bluffs Joint Venture to own and develop South Bluffs I, and was or is also involved in the ownership and development for other covered multifamily dwellings, including the Additional Properties.

C. Sale of Island Park and Harbor Town Square and Joinder of New Owner

16. Sometime after the design and construction of Island Park and Harbor Town Square and prior to the filing of this action, Island Park and Harbor Town Square were sold to Sentinel.

17. Sentinel is a for-profit corporation incorporated in the State of New York. Sentinel has its principal place of business at 1251 Avenue of the Americas, 36th Floor, New York, New York 10020. Sentinel is qualified with the Tennessee Secretary of State to do business in Tennessee. Sentinel is engaged in the business of apartment ownership and management. Sentinel currently owns and manages Island Park and Harbor Town Square. Sentinel was named in this action solely because it is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States. See Fed. R. Civ. P. 19.

18. The United States has entered into a separate agreement with Sentinel, attached, and incorporated herein, to this Consent Order as Appendix A (“Agreement”) in which Sentinel has agreed to take certain actions to facilitate the retrofitting of Island Park and Harbor Town Square. Relevant portions of the Agreement are referenced in this Consent Order. Sentinel agrees to allow the retrofits as set forth in this Consent Order and in Appendices C.2, C.3, D.2, and D.3, attached hereto. Sentinel further agrees to be subject to the terms of this Order according to the attached Agreement wherein Sentinel agrees to be so bound.

D. Relevant Requirements of the Fair Housing Act

19. 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).

20. 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).

21. 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. 42 U.S.C. § 3604(f)(3)(C). These features are referred to herein as the “Accessible Design Requirements.”

22. The Subject and Additional Properties were first occupied 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 and Additional 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 at the Subject and Additional Properties must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

E. Relevant Requirements of the Americans with Disabilities Act

23. The ADA and the “Standards of Accessible Design,” 28 C.F.R. pt. 36, app. A, that have been issued by the United States 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).

24. The rental and sales offices for the Subject Properties, with the exception of South Bluffs, and the rental and sales offices for the Additional Properties were designed and constructed for first occupancy after January 26, 1993, and therefore the rental and sales 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.

F. Results of Inspections at Subject Properties Identifying Accessibility Barriers

25. The United States has inspected the Subject Properties, South Bluffs, Island Park and Harbor Town Square, and has specifically identified failures to meet the Accessible Design Requirements of the FHA and, where applicable, the Standards of Accessible Design of the ADA at these complexes. The investigation identified, in part, that at these Subject Properties there are

routes from the parking area to numerous building entrances with abrupt level changes in excess of 1/4 inch (such as steps and barrier curbs), running slopes greater than 5% without ramp features, running slopes greater than 8.33%, and cross slopes greater than 2%. Many curb ramps on these routes have running slopes in excess of 8.33%, widths less than 36" and lack detectable warning textures. There are buildings without accessible resident or visitor parking on an accessible route to the building entrance. The door hardware on entrances to some ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate. The head height on accessible routes is reduced to less than 80" by the unprotected undersides of stairs and protruding wall mounted porch lights in building entrance areas. Public and common use areas, such as the central tenant refuse facilities, lack accessible features for persons who use wheelchairs such as a passenger loading zone with an access aisle and an accessible route without excessive slopes and steps. Doors to some of the bathrooms, bedrooms, and walk-in-closets of apartments are not sufficiently wide for passage by a person using a wheelchair or other mobility aid. Passageways into some bathrooms, utility rooms and pantries do not provide the requisite 36" clearance for a person using a wheelchair. The thresholds at patio doors are not level at the interior to allow for the passage of a person using a wheelchair. Thermostat controls are mounted above the maximum reach of a wheelchair user and wall mounted electrical outlets are below the side reach of a person using a wheelchair.

G. Additional Properties

26. The United States has also inspected the Additional Properties: Grand Pointe, Highlands of Grand Pointe, Ashford Place, Island Park-LA, Reflections of Island Park, The Horizon, Sunset Bay at Bon Secour, and Cumberland Place. As set forth in the survey reports

filed with the court, the inspections of the Additional Properties identified failures to meet the Accessible Design Requirements of the FHA and the Standards of Accessible Design of the ADA at these complexes similar to the violations described above.

H. Consent of the Parties to Entry of this Order

27. Bryan Construction Company, Inc. and Steve Bryan (“the Bryan Defendants”) agree to make retrofits to increase compliance with the FHA and, where applicable, with the ADA at Island Park, Harbor Town Square, and the Additional Properties as set forth herein and as outlined in the attached appendices.

28. Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc., and HT Devco, Inc. agree to make retrofits to increase compliance with the FHA at South Bluffs as set forth herein and as outlined in the attached appendices.

29. Defendants Patton & Taylor Construction Co., Richard A. Barron, Smith Engineering Firm, Inc., and David W. Milem agree to contribute money, pursuant to a separate settlement agreement amongst the Defendants, except Sentinel, towards the retrofits to be done to increase compliance with the FHA at South Bluffs I and II as set forth herein and as outlined in the attached appendices.

30. Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc., and The Reaves Firm, Inc. agree to make retrofits to increase compliance with the FHA and, where applicable, the ADA at Island Park as set forth herein and as outlined in the attached appendices.

31. Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc., and The Reaves Firm, Inc. agree to make retrofits to increase compliance with the FHA and, where

applicable, the ADA at Harbor Town Square as set forth herein and as outlined in the attached appendices.

32. Sentinel agrees to permit retrofitting of Island Park and Harbor Town Square pursuant to the FHA and ADA, as set forth herein and as outlined in the attached appendices.

33. 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.

34. The parties agree that this Consent Order applies only to the identified Subject and Additional Properties and, as specified, to the Defendants' current and future design and construction (see infra Section IX). The parties agree that this Consent Order does not release the Defendants from any claims by the United States concerning any other covered multifamily dwellings not identified and addressed herein, including any previously designed and constructed dwellings, which are allowed by law as the date of entry of this Consent Order. This Consent Order does not affect any covered multifamily dwellings that have previously been the subject of a consent order with the United States. Defendants retain any defenses that they may have as of the date of entry of this Consent Order.

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

It is therefore ORDERED, ADJUDGED, and DECREED:

II. GENERAL INJUNCTION

36. The Defendants, except Sentinel, 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). Defendants, Bryan Construction Company, Inc., Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., The Reaves Firm, Inc., and Steve Bryan, 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 Americans with Disabilities Act, 42 U.S.C. §§ 12182(a) and 12183(a)(1).

37. Sentinel and each of its officers, employees, agents, successors and assigns, and all other persons in active concert or participation with it agree not to interfere with or prevent the retrofitting ordered herein, the identification of victims allowed herein, or the implementation or completion of this Consent Order.

III. RETROFITS AT SUBJECT AND ADDITIONAL PROPERTIES

38. The United States, as set forth herein and in its Amended Complaint, alleges that the Subject and Additional Properties do not meet the Accessible Design Requirements of the FHA or the accessibility and adaptability requirements of the Fair Housing Accessibility Guidelines, Design Guidelines for Accessible/Adaptable Dwelling, 56 Fed. Reg. 9472 (1991) (“Guidelines”), and, where applicable, do not meet the ADA or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADA Standards” or “ADAAG”). To address this, the

Defendants, except Sentinel, shall complete the actions and retrofits described in this section and Appendices B.1 through L.3 and shall pay all expenses associated with these retrofits, as specified and allocated below.¹²

A. South Bluffs

i. Access to South Bluffs

39. Defendants Belz/South Bluffs, Inc. and HT Devco, Inc., Defendants with an ownership interest in South Bluffs, also known as South Bluffs I and South Bluffs II, agree to allow access to the public and common use areas of South Bluffs and access to South Bluffs unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at South Bluffs to aid in the implementation or completion of this Consent Order.

ii. Retrofits to Public and Common Use Areas

40. As soon as reasonably possible, but by no later than one (1) year from entry of this Consent Order, Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc., and HT Devco, Inc. agree to take the corrective actions necessary to increase the accessibility of the public and common use areas of South Bluffs (South Bluffs I and South Bluffs II), including the Accessible Pedestrian Routes identified in Appendix B.1, by completing the retrofits described in Appendix B.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

¹² HUD regulations provide that “[a] public or common use area that complies with the appropriate requirements of ANSI A117.1-1986 or a comparable standard is accessible.” See 24 C.F.R. 100.201 (2002). HUD interprets “comparable standard” to mean a “standard that affords [persons with disabilities] access essentially equivalent to or greater than that required by ANSI A117.1.” See 54 Fed. Reg. 3243 (Jan 23, 1989).

41. As soon as reasonably possible, but by no later than the first time the unit becomes vacant following entry of this Consent Order, and before the unit is re-occupied by a new tenant (“as-turned”) or by no later than three (3) years from entry of this Consent Order regardless of whether or not a unit is vacated, Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc., and HT Devco, Inc. agree to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of South Bluffs (South Bluffs I and South Bluffs II) by completing the retrofits described in Appendix B.3, and by taking the actions described below.

42. Within thirty (30) days from the date of the entry of this Consent Order, Defendants Belz/South Bluffs, Inc. and HT Devco, Inc. shall provide a notice that is substantially equivalent to Appendix M to South Bluffs residents in covered multifamily dwelling units.

43. South Bluffs residents may request retrofits, in writing, and the requests shall be granted by Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. on a first-come, first-served basis. Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

B. Island Park

i. Access to Island Park

44. Sentinel agrees to allow access to the public and common use areas of Island Park and access to Island Park unit interiors, for the purpose of planning, evaluating, and performing

any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Island Park to aid in the implementation or completion of this Consent Order.

ii. Retrofits to Public and Common Use Areas

45. As soon as reasonably possible, but by no later than one (1) year from entry of this Consent Order, Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc. and The Reaves Firm, Inc. agree to take the corrective actions necessary to increase the accessibility of the public and common use areas of Island Park, including the Accessible Pedestrian Routes identified in Appendix C.1, by completing the retrofits described in Appendix C.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

46. As soon as reasonably possible, but by no later than two (2) years from entry of this Consent Order regardless of whether or not a unit is vacated, Defendants Bryan Construction Company, Inc. and Looney-Ricks-Kiss Architects, Inc. agree to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Island Park by completing the retrofits described in Appendix C.3, and by taking the actions described below. All retrofits to a particular unit shall be completed within five (5) days of the date upon which such retrofits are commenced, with such deadline being subject to paragraph 142 of this Consent Order.

47. Within thirty (30) days from the date of the entry of this Consent Order, Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc. and The Reaves Firm,

Inc., with any necessary assistance from Sentinel, shall provide a notice that is substantially equivalent to Appendix M to Island Park residents in covered multifamily dwelling units.

48. Island Park residents may request retrofits, in writing, and the requests shall be granted by Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc. and The Reaves Firm, Inc. on a first-come, first-served basis. Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc. and The Reaves Firm, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

C. Harbor Town Square

i. Access to Harbor Town Square

49. Sentinel agrees to allow access to the public and common use areas of Harbor Town Square and access to Harbor Town Square unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Harbor Town Square to aid in the implementation or completion of this Consent Order.

ii. Retrofits to Public and Common Use Areas

50. As soon as reasonably possible, but by no later than one (1) year from entry of this Consent Order, Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc. and The Reaves Firm, Inc. agree to take the corrective actions necessary to increase the accessibility of the public and common use areas of Harbor Town Square, including the

Accessible Pedestrian Routes identified in Appendix D.1, by completing the retrofits described in Appendix D.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

51. As soon as reasonably possible, but by no later than two (2) years from entry of this Consent Order regardless of whether or not a unit is vacated, Defendants Bryan Construction Company, Inc. and Taylor Gardner Architects, Inc. agree to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Harbor Town Square by completing the retrofits described in Appendix D.3, and by taking the actions described below. All retrofits to a particular unit shall be completed within five (5) days of the date upon which such retrofits are commenced, with such deadline being subject to paragraph 142 of this Consent Order.

52. Within thirty (30) days from the date of the entry of this Consent Order, Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc. and The Reaves Firm, Inc., with any necessary assistance from Sentinel, shall provide a notice that is substantially equivalent to Appendix M to Harbor Town Square residents in covered multifamily dwelling units.

53. Harbor Town Square residents may request retrofits, in writing, and the requests shall be granted by Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc. and The Reaves Firm, Inc. on a first-come, first-served basis. Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc. and The Reaves Firm, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on

which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

D. Grand Pointe

i. Access to Grand Pointe

54. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Grand Pointe agree to allow access to the public and common use areas of Grand Pointe and access to Grand Pointe unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Grand Pointe to aid in the implementation or completion of this Consent Order.

55. If Grand Pointe is not owned by a Bryan Defendant or an entity related or affiliated to a Bryan Defendant, the Bryan Defendants shall use good faith efforts to obtain consent to access the public and common use areas and covered multifamily dwelling unit interiors of Grand Pointe for the purpose of performing any retrofitting required under this Consent Order, and for the purpose of interviewing or meeting with residents at Grand Pointe to aid in the implementation or completion of this Consent Order. If, after good faith efforts, consent to access is not granted, within thirty (30) days the Bryan Defendants shall notify counsel for the United States. The United States and the Bryan Defendants will then jointly seek consent to access Grand Pointe. The United States may take other appropriate action to gain access to Grand Pointe. Any denial of access does not relieve the Bryan Construction Company, Inc. of its obligation to retrofit Grand Pointe as required by this Consent Order and the attached appendices.

ii. Retrofits to Public and Common Use Areas

56. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the public and common use areas of Grand Pointe, including the Accessible Pedestrian Routes identified in Appendix E.1 by completing the retrofits described in Appendix E.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

57. As soon as reasonably possible, but by no later than six (6) months from entry of this Consent Order regardless of whether or not a unit is vacated, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Grand Pointe by completing the retrofits described in Appendix E.3, and by taking the actions described below.

58. Within thirty (30) days from the date of the entry of this Consent Order, Defendant Bryan Construction Company, Inc. shall provide a notice that is substantially equivalent to Appendix M to Grand Pointe residents in covered multifamily dwelling units.

59. Grand Pointe residents may request retrofits, in writing, and the requests shall be granted by Defendant Bryan Construction Company, Inc. on a first-come, first-served basis. Defendant Bryan Construction Company, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

E. Highlands of Grand Pointe

i. Access to Highlands of Grand Pointe

60. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Highlands of Grand Pointe agree to allow access to the public and common use areas of Highlands of Grand Pointe and access to Highlands of Grand Pointe unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Highlands of Grand Pointe to aid in the implementation or completion of this Consent Order.

ii. Retrofits to Public and Common Use Areas

61. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the public and common use areas of Highlands of Grand Pointe, including the Accessible Pedestrian Routes identified in Appendix F.1 by completing the retrofits described in Appendix F.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

62. As soon as reasonably possible, but by no later than six (6) months from entry of this Consent Order regardless of whether or not a unit is vacated, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Highlands of Grand Pointe by completing the retrofits described in Appendix F.3, and by taking the actions described below.

63. Within thirty (30) days from the date of the entry of this Consent Order, Defendant Bryan Construction Company, Inc. shall provide a notice that is substantially equivalent to Appendix M to Highlands of Grand Pointe residents in covered multifamily dwelling units.

64. Highlands of Grand Pointe residents may request retrofits, in writing, and the requests shall be granted by Defendant Bryan Construction Company, Inc. on a first-come, first-served basis. Defendant Bryan Construction Company, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

F. Ashford Place

i. Access to Ashford Place

65. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Ashford Place agree to allow access to the public and common use areas of Ashford Place and access to Ashford Place unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Ashford Place to aid in the implementation or completion of this Consent Order.

ii. Retrofits to Public and Common Use Areas

66. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the public and common use areas of Ashford Place, including the Accessible Pedestrian Routes identified in Appendix G.1 by completing the retrofits described in Appendix G.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

67. As soon as reasonably possible, but by no later than three (3) years from entry of this Consent Order regardless of whether or not a unit is vacated, Defendant Bryan Construction

Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Ashford Place by completing the retrofits described in Appendix G.3, and by taking the actions described below.

68. Within thirty (30) days from the date of the entry of this Consent Order, Defendant Bryan Construction Company, Inc. shall provide a notice that is substantially equivalent to Appendix M to Ashford Place residents in covered multifamily dwelling units.

69. Ashford Place residents may request retrofits, in writing, and the requests shall be granted by Defendant Bryan Construction Company, Inc. on a first-come, first-served basis. Defendant Bryan Construction Company, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

G. Island Park-LA in Shreveport, LA

i. Access to Island Park-LA

70. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Island Park-LA agree to allow access to the public and common use areas of Island Park-LA and access to Island Park-LA unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Island Park-LA to aid in the implementation or completion of this Consent Order.

71. If Island Park-LA is not owned by a Bryan Defendant or an entity related or affiliated to a Bryan Defendant, the Bryan Defendants shall use good faith efforts to obtain consent to access the public and common use areas and covered multifamily dwelling unit interiors of

Island Park-LA for the purpose of performing any retrofitting required under this Consent Order, and for the purpose of interviewing or meeting with residents at Island Park-LA to aid in the implementation or completion of this Consent Order. If, after good faith efforts, consent to access is not granted, within thirty (30) days the Bryan Defendants shall notify counsel for the United States. The United States and the Bryan Defendants will then jointly seek consent to access Island Park-LA. The United States may take other appropriate action to gain access to Island Park-LA. Any denial of access does not relieve the Bryan Construction Company, Inc. of its obligation to retrofit Island Park-LA as required by this Consent Order and the attached appendices.

ii. Retrofits to Public and Common Use Areas

72. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the public and common use areas of Island Park-LA, including the Accessible Pedestrian Routes identified in Appendix H.1 by completing the retrofits described in Appendix H.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

73. As soon as reasonably possible, but by no later than three (3) years from entry of this Consent Order regardless of whether or not a unit is vacated, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Island Park-LA by completing the retrofits described in Appendix H.3, and by taking the actions described below.

74. Within thirty (30) days from the date of the entry of this Consent Order, Defendant Bryan Construction Company, Inc. shall provide a notice that is substantially equivalent to Appendix M to Island Park-LA residents in covered multifamily dwelling units.

75. Island Park-LA residents may request retrofits, in writing, and the requests shall be granted by Defendant Bryan Construction Company, Inc. on a first-come, first-served basis. Defendant Bryan Construction Company, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

H. Reflections of Island Park

i. Access to Reflections of Island Park

76. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Reflections of Island Park agree to allow access to the public and common use areas of Reflections of Island Park and access to Reflections of Island Park unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Reflections of Island Park to aid in the implementation or completion of this Consent Order.

77. If Reflections of Island Park is not owned by a Bryan Defendant or an entity related or affiliated to a Bryan Defendant, the Bryan Defendants shall use good faith efforts to obtain consent to access the public and common use areas and covered multifamily dwelling unit interiors of Reflections of Island Park for the purpose of performing any retrofitting required under this Consent Order, and for the purpose of interviewing or meeting with residents at Reflections of Island Park to aid in the implementation or completion of this Consent Order. If,

after good faith efforts, consent to access is not granted, within thirty (30) days the Bryan Defendants shall notify counsel for the United States. The United States and the Bryan Defendants will then jointly seek consent to access Reflections of Island Park. The United States may take other appropriate action to gain access to Reflections of Island Park. Any denial of access does not relieve the Bryan Construction Company, Inc. of its obligation to retrofit Reflections of Island Park as required by this Consent Order and the attached appendices.

ii. Retrofits to Public and Common Use Areas

78. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the public and common use areas of Reflections of Island Park, including the Accessible Pedestrian Routes identified in Appendix I.1 by completing the retrofits described in Appendix I.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

79. As soon as reasonably possible, but by no later than six (6) months from entry of this Consent Order regardless of whether or not a unit is vacated, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of Reflections of Island Park by completing the retrofits described in Appendix I.3, and by taking the actions described below.

80. Within thirty (30) days from the date of the entry of this Consent Order, Defendant Bryan Construction Company, Inc. shall provide a notice that is substantially equivalent to Appendix M to Reflections of Island Park residents in covered multifamily dwelling units.

81. Reflections of Island Park residents may request retrofits, in writing, and the requests shall be granted by Defendant Bryan Construction Company, Inc. on a first-come, first-served basis. Defendant Bryan Construction Company, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

I. The Horizon

i. Access to The Horizon

82. If a Bryan Defendant or any other Defendant has an ownership interest in The Horizon at any time during the term of this Consent Order, then such Defendant agrees to allow access to the public and common use areas of The Horizon and access to The Horizon unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at The Horizon to aid in the implementation or completion of this Consent Order.

83. Because The Horizon is not now owned by any Bryan Defendant or an entity related or affiliated to a Bryan Defendant, the Bryan Defendants shall use good faith efforts to obtain consent to access the covered multifamily dwelling unit interiors of The Horizon for the purpose of performing any retrofitting required under this Consent Order, and for the purpose of interviewing or meeting with residents at The Horizon to aid in the implementation or completion of this Consent Order. If, after good faith efforts, consent to access is not granted, then within thirty (30) days the Bryan Defendants shall notify counsel for the United States. The United States and the Bryan Defendants will then jointly seek consent to access the covered multifamily dwelling unit interiors of The Horizon. The United States may take other

appropriate action to gain access to The Horizon. Any denial of access does not relieve the Bryan Construction Company, Inc. of its obligation to retrofit The Horizon as required by this Consent Order and the attached appendices.

ii. Retrofits to Public and Common Use Areas

84. If Defendant Bryan Construction Company, Inc., or an entity related or affiliated to a Bryan Defendant, assumes construction of the public and common use areas at The Horizon, then Defendant Bryan Construction Company, Inc. agrees to construct the Accessible Pedestrian Routes identified in Appendix J.1 and the public and common use areas in compliance with the FHA, the Guidelines, the ADA, and the ADA Standards, and by taking the actions described below.¹³

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

85. If consent to access the covered multifamily dwelling unit interiors of The Horizon is received during the term of this Consent Order by Defendant Bryan Construction Company Inc., an entity related or affiliated to a Bryan Defendant, or the United States, then as soon as reasonably possible, but no later than one (1) year after receiving consent to access the covered multifamily dwelling unit interiors of The Horizon, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the covered multifamily dwelling unit interiors of The Horizon by completing the retrofits described in Appendix J.3, and by taking the actions described below.

J. Sunset Bay at Bon Secour

i. Access to Sunset Bay at Bon Secour

¹³ “Appendix J.2” not used.

86. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Sunset Bay at Bon Secour at the time of entry of this Consent Order agree to allow access to the public and common use areas of Sunset Bay at Bon Secour and access to Sunset Bay at Bon Secour unit interiors which that Defendant owns, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Sunset Bay at Bon Secour to aid in the implementation or completion of this Consent Order.

87. If Sunset Bay at Bon Secour is not owned by a Bryan Defendant or an entity related or affiliated to a Bryan Defendant, the Bryan Defendants shall use good faith efforts to obtain consent to access the public and common use areas and covered multifamily dwelling unit interiors they own at Sunset Bay at Bon Secour for the purpose of performing any retrofitting required under this Consent Order, and for the purpose of interviewing or meeting with residents at Sunset Bay at Bon Secour to aid in the implementation or completion of this Consent Order. If, after good faith efforts, consent to access is not granted, within thirty (30) days the Bryan Defendants shall notify counsel for the United States. The United States and the Bryan Defendants will then jointly seek consent to access Sunset Bay at Bon Secour. The United States may take other appropriate action to gain access to Sunset Bay at Bon Secour. Any denial of access does not relieve the Bryan Construction Company, Inc. of its obligation to retrofit Sunset Bay at Bon Secour as required by this Consent Order and the attached appendices.

ii. Retrofits to Public and Common Use Areas

88. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take

the corrective actions necessary to increase the accessibility of the public and common use areas of Sunset Bay at Bon Secour, including the Accessible Pedestrian Routes identified in Appendix K.1 by completing the retrofits described in Appendix K.2, and by taking the actions described below.

iii. Retrofits to Unsold Covered Multifamily Dwelling Unit Interiors

89. As soon as reasonably possible, but no later than three (3) years from the entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the unsold covered multifamily dwelling unit interiors of Sunset Bay at Bon Secour by completing the retrofits at units owned or controlled by any Bryan Defendant or an entity related or affiliated to a Bryan Defendant described in Appendix K.3, and by taking the actions described below.

iv. Occupied Covered Multifamily Dwelling Unit Interiors

90. Within thirty (30) days from the date of the Consent Decree Defendant Bryan Construction Company, Inc. using a good faith effort to get any necessary assistance from any current owner of Sunset Bay at Bon Secour, shall send, in writing, each owner of a unit at Sunset Bay at Bon Secour that has not been retrofitted the notice in Appendix N and Defendant Bryan Construction Company, Inc. shall fulfill the terms set forth in that notice. Defendant Bryan Construction Company, Inc. shall certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

91. For each unit that the Defendant Bryan Construction Company, Inc. or a related or affiliated entity has not closed on, settled, or transferred ownership as of the date of the

agreement or order on the retrofits at Sunset Bay at Bon Secour, Defendant Bryan Construction Company, Inc. shall complete the agreed or ordered retrofits to the unit interiors and shall have the retrofits inspected pursuant to the process set forth in Section VI, paragraphs 106-111, before the closing, settlement or transfer of the unit.

K. Cumberland Place

i. Access to Cumberland Place

92. Defendant Bryan Construction Company, Inc. and any other Defendant with an ownership interest in Cumberland Place agree to allow access to the public and common use areas of Cumberland Place and access to Cumberland Place unit interiors, for the purpose of planning, evaluating, and performing any retrofit required under this Consent Order, and for the purpose of interviewing or meeting with residents or tenants at Cumberland Place to aid in the implementation or completion of this Consent Order.

ii. Retrofits to Public and Common Use Areas

93. As soon as reasonably possible, but by no later than two (2) years and six (6) months from entry of this Consent Order, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the public and common use areas of Cumberland Place, including the Accessible Pedestrian Routes identified in Appendix L.1 by completing the retrofits described in Appendix L.2, and by taking the actions described below.

iii. Retrofits to Covered Multifamily Dwelling Unit Interiors

94. As soon as reasonably possible, but by no later than six (6) months from entry of this Consent Order regardless of whether or not a unit is vacated, Defendant Bryan Construction Company, Inc. agrees to take the corrective actions necessary to increase the accessibility of the

covered multifamily dwelling unit interiors of Cumberland Place by completing the retrofits described in Appendix L.3, and by taking the actions described below.

95. Within thirty (30) days from the date of the entry of this Consent Order, Defendant Bryan Construction Company, Inc. shall provide a notice that is substantially equivalent to Appendix M to Cumberland Place residents in covered multifamily dwelling units.

96. Cumberland Place residents may request retrofits, in writing, and the requests shall be granted by Defendant Bryan Construction Company, Inc. on a first-come, first-served basis. Defendant Bryan Construction Company, Inc. shall complete the retrofits as promptly as practical, but not later than thirty (30) days from the date on which the retrofits were requested by a resident, with such deadline being subject to paragraph 142 of this Consent Order.

IV. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING COVERED MULTIFAMILY DWELLING UNIT INTERIORS AT SUBJECT AND ADDITIONAL PROPERTIES

97. Defendants, except Sentinel, shall endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Consent Order to covered multifamily dwelling unit interiors at the Subject and Additional Properties for which they have retrofit responsibility.

98. If a resident of a unit scheduled to undergo a retrofit at South Bluffs, also known as South Bluffs I and South Bluffs II, will be dislocated from the unit for more than twenty-four (24) hours consecutively, Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc., and HT Devco, Inc. shall pay the resident the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the

resident(s). Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident may use the money to obtain alternative living accommodations and obtain food while dislocated. Nothing in this provision of the Consent Order absolves any tenant of his or her obligation to pay rent.

99. If a resident of a unit scheduled to undergo a retrofit at Island Park will be dislocated from the unit for more than twenty-four (24) hours consecutively, Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc., and The Reaves Firm, Inc. shall pay the resident the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident may use the money to obtain alternative living accommodations and obtain food while dislocated. Nothing in this provision of the Consent Order absolves any tenant of his or her obligation to pay rent.

100. If a resident of a unit scheduled to undergo a retrofit at Harbor Town Square will be dislocated from the unit for more than twenty-four (24) hours consecutively, Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc., and The Reaves Firm, Inc. shall pay the resident the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident may use the money to obtain alternative living accommodations and obtain food while dislocated. Nothing in this provision of the Consent Order absolves any tenant of his or her obligation to pay rent.

101. If a resident of a unit scheduled to undergo a retrofit at an Additional Property will be dislocated from the unit for more than twenty-four (24) hours consecutively, Defendants Bryan Construction Company, Inc. and Steve Bryan shall pay the resident the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment shall be made prior to the commencement of any retrofit work on the resident’s unit, so that the resident may use the money to obtain alternative living accommodations and obtain food while dislocated. Nothing in this provision of the Consent Order absolves any tenant of his or her obligation to pay rent.

V. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS AT SUBJECT AND ADDITIONAL PROPERTIES

102. Within sixty (60) days of the entry of this Consent Order, Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. shall provide written notice to all residents and owners at South Bluffs, also known as South Bluffs I and South Bluffs II, stating that the retrofits required by this Consent Order will be performed to the public and common use areas of South Bluffs, which include unit entrances and accessible routes. Such notice shall conform to Appendix O. Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. shall certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

103. Within sixty (60) days of the entry of this Consent Order, Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc., and The Reaves Firm, Inc. shall provide written notice to all residents and owners at Island Park stating that the retrofits

required by this Consent Order will be performed to the public and common use areas of Island Park, which include unit entrances and accessible routes. Such notice shall conform to Appendix O. Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc., and The Reaves Firm, Inc. shall certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

104. Within sixty (60) days of the entry of this Consent Order, Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc., and The Reaves Firm, Inc. shall provide written notice to all residents and owners at Harbor Town Square stating that the retrofits required by this Consent Order will be performed to the public and common use areas of Harbor Town Square, which include unit entrances and accessible routes. Such notice shall conform to Appendix O. Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc., and The Reaves Firm, Inc. shall certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

105. Within sixty (60) days of the entry of this Consent Order, Defendants Bryan Construction Company, Inc. and Steve Bryan shall provide written notice to all residents and owners at the Additional Properties stating that the retrofits required by this Consent Order will be performed to the public and common use areas of the Additional Properties, which include unit entrances and accessible routes. Such notice shall conform to Appendix O. Defendants Bryan Construction Company, Inc. and Steve Bryan shall certify to the United States in writing

that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

VI. NEUTRAL INSPECTOR AT SUBJECT AND ADDITIONAL PROPERTIES

106. Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. shall enter into a contract with a neutral inspector approved by the United States (“Properties Inspector”) to conduct on-site inspections of the retrofits at South Bluffs (South Bluffs I and South Bluffs II) that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Consent Order’s Appendices that describe the retrofits for South Bluffs, Appendices B.1 through B.3. The Properties Inspector shall have expertise in the Accessible Design Requirements of the FHA, and the accessibility requirements of the Guidelines, the ADA and the ADA Standards.

107. Defendants Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc., and The Reaves Firm, Inc. shall enter into a contract with a neutral inspector approved by the United States (“Properties Inspector”) to conduct on-site inspections of the retrofits at Island Park that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Consent Order’s Appendices that describe the retrofits for Island Park, Appendices C.1 through C.3. The Properties Inspector shall have expertise in the Accessible Design Requirements of the FHA, and the accessibility requirements of the Guidelines, the ADA and the ADA Standards.

108. Defendants Bryan Construction Company, Inc., Taylor Gardner Architects, Inc., and The Reaves Firm, Inc. shall enter into a contract with a neutral inspector approved by the

United States (“Properties Inspector”) to conduct on-site inspections of the retrofits at Harbor Town Square that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Consent Order’s Appendices that describe the retrofits for Harbor Town Square, Appendices D.1 through D.3. The Properties Inspector shall have expertise in the Accessible Design Requirements of the FHA, and the accessibility requirements of the Guidelines, the ADA and the ADA Standards.

109. Defendants Bryan Construction Company, Inc. and Steve Bryan shall enter into a contract with a neutral inspector approved by the United States (“Properties Inspector”) to conduct on-site inspections of the retrofits at the Additional Properties that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Consent Order’s Appendices that describe the retrofits for the Additional Properties, Appendices E.1 through L.3. The Properties Inspector shall have expertise in the Accessible Design Requirements of the FHA, and the accessibility requirements of the Guidelines, the ADA and the ADA Standards.

110. An inspection of a Subject or Additional Property shall take place within thirty (30) days of the completion of all of the retrofits to units and common use areas at that Subject or Additional Property, or as soon thereafter as practicable. Defendants responsible for the retrofitting at that property shall give the United States at least three (3) weeks notice of the inspection and shall give the United States an opportunity to have its representatives present for the inspection.

111. The Properties Inspector shall set out the results of each inspection of a Subject or Additional Property, including deficits, if any, in writing and shall send that report to counsel for

the Defendants responsible for the retrofitting at that property and counsel for the United States.¹⁴ If the inspection indicates that not all of the required retrofits have been made as specified in the Appendices that apply to the Subject or Additional Property, Defendants responsible for the retrofitting at that property shall correct any deficiencies within a reasonable period of time and shall pay for another inspection by the same Properties Inspector to certify the deficiencies have been corrected. This process shall continue until the Properties Inspector certifies that all of the necessary retrofits have been made. Defendants responsible for retrofitting each property shall pay all of the Properties Inspector's reasonable costs associated with the inspections of that Subject or Additional Property, and such payments shall be made without regard to the Properties Inspector's findings. Upon reasonable notice to the relevant Defendants or Sentinel, representatives of the United States shall be permitted to inspect the retrofits in accordance with this Consent Order and the Properties Inspector's inspection reports provided for in this Consent Order, to ensure compliance; provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

VII. TRANSFER OF INTEREST IN SUBJECT OR ADDITIONAL PROPERTIES

112. The sale or transfer of ownership, in whole or in part, by an owner of a Subject or Additional Property shall not affect the continuing obligation of the Defendants responsible for the retrofitting to retrofit the Subject or Additional Property as specified in this Order. Should a Defendant or an entity related or affiliated to a Defendant decide to sell or transfer any

¹⁴ For purposes of this Order, counsel for the United States is Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: *U.S. v. Bryan Constr. Co.*, No. 05-cv-2188, DJ# 175-72-125. All reports mentioned in this Consent Order shall be sent: (1) to the above address; (2) via electronic mail as specified by the United States; (3) via facsimile to (202) 514-1116; or (4) as otherwise directed by the United States.

ownership of a Subject or Additional Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits at a Subject or Additional Property specified in this Order and its Appendices, that Defendant or entity will: (a) prior to completion of the sale or transfer provide to each prospective buyer written notice that the Subject or Additional Property is subject to this Order, including specifically the Defendant's obligation to complete required surveys, retrofit work and inspections, by providing a copy of this Consent Order; and (b) upon completion of the sale, within fourteen (14) days provide to the United States, by facsimile or electronic mail and first-class mail or overnight delivery, written notice of the sale of a Subject or Additional Property by a Defendant or an entity related or affiliated to a Defendant, along with a copy of the notice sent to each buyer prior to the completion of the sale or transfer, and each buyer's name, address and telephone number.

VIII. NO RAISING RENTS OR SALES PRICES

113. The Defendants, except Sentinel, their agents and affiliated companies, may not raise the rent or sales price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at any Subject or Additional Property solely because of contemplated or completed retrofits in a dwelling unit.

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

114. For the duration of this Order, Defendants Bryan Construction Company, Inc., Belz/South Bluffs, Inc., HT Devco, Inc., and Steve Bryan shall maintain, and provide to the United States, the following information and statements regarding any covered multifamily dwellings, not otherwise in this Consent Order, developed, built, designed, constructed, or engineered in whole or in part after the date of this Consent Order, by any of them or by any

entities in which they have a position of control as an officer, director, member, or manager, or have a fifty-percent (50%) or larger ownership share:

- a. The name and address of the covered multifamily dwellings;
- b. A description of the covered multifamily dwelling project and the individual units;
- c. The name, address, and telephone number of the civil engineer(s) involved with the covered multifamily dwelling project;
- d. A statement from all civil engineer(s) involved with the covered multifamily dwelling project acknowledging and describing his/her knowledge of, and training in, the requirements of the Fair Housing Act, the requirements of the ADA, and in the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and having made reasonable inquiry into all related facts and circumstances that to the best of his/her knowledge the design specifications therein comply with the requirements of the Fair Housing Act, the Guidelines, the ADA, and ADA Standards;
- e. The name, address and telephone number of the architect(s) involved with the covered multifamily dwelling project;
- f. A statement from all architect(s) involved with the covered multifamily dwelling project, acknowledging and describing his/her knowledge of and training in the requirements of the FHA, the requirements of the ADA, and in the field of accessible site and unit design and certifying that he/she has reviewed the architectural plans for the project and having made reasonable inquiry into all related facts and circumstances that to the best of his/her knowledge the design specifications therein comply with the requirements of the Fair Housing Act, the Guidelines, the ADA, and ADA Standards; and
- g. If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or project, the Defendants listed above in this paragraph shall obtain, maintain, and provide to the United States upon request, a statement from the site engineer(s) or architect(s), who are employed or retained by any Defendant and are involved with the multifamily dwelling project, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, after having made reasonable inquiry into all related facts and circumstances that to the best of his/her knowledge the

design specifications therein comply with the requirements of the Fair Housing Act, the Guidelines, the ADA, and ADA Standards.

115. For the duration of this Order, Defendants Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Richard A. Barron, The Reaves Firm, Inc., Smith Engineering Firm, Inc., and David W. Milem will maintain, and provide to the United States, the following information and statements for any designs, construction, or engineering prepared after the entry of this Consent Order and released or used for construction or filed with governmental agencies regarding any covered multifamily dwellings where designs are released or used for construction, filed with governmental agencies, or constructed, in whole or in part, by them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a fifty-percent (50%) or larger ownership share, provided, however, that such information and statements need to be maintained and/or provided only on properties in which such Defendant is actually involved, not on those properties in which such 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. A statement certifying that he/she has reviewed the plans she/he has prepared for the property and having made reasonable inquiry into all related facts and circumstances that to the best of his/her knowledge the design specifications therein comply with the requirements of the Fair Housing Act, the Guidelines, the ADA, and ADA Standards; and
- d. If the plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, he/she will obtain, maintain, and provide to the United States upon request, a statement that all specifications in the revised plans, as pertinent, after having made reasonable inquiry into all related facts and circumstances that to the best of his/her knowledge the design specifications therein comply with the requirements of the Fair Housing Act, the Guidelines, the ADA, and ADA Standards.

116. The Bryan Defendants will take all actions to make any current construction at Island Park, Harbor Town Square, Grand Pointe, Highlands of Grand Pointe, Ashford Place, Island Park-LA, Reflections of Island Park, Sunset Bay at Bon Secour, and Cumberland Place compliant with this Consent Order and attached appendices. During the term of this Order, upon reasonable notice, the United States will be permitted to inspect for compliance with this Consent Order and attached appendices.

X. SETTLEMENT FUNDS AND PAYMENTS TO AGGRIEVED PERSONS

117. Within thirty (30) days after the date of this Consent Order, the Defendants, except Sentinel, shall deposit in an interest-bearing account the total sum of Sixty-Seven Thousand Dollars (\$67,000.00) for the purpose of compensating any alleged aggrieved persons who may have suffered as a result of the discriminatory housing practices at the Subject Properties, South Bluffs, Island Park or Harbor Town Square. This money shall be referred to as the “Subject Properties Settlement Fund.”

118. Within nine (9) months after the date of this Consent Order, the Bryan Defendants shall deposit in an interest-bearing account an additional sum of Fifty Thousand Dollars (\$50,000.00) for the purpose of compensating any alleged aggrieved persons who may have suffered as a result of the discriminatory housing practices at the Additional Properties, Grand Pointe, Highlands of Grand Pointe, Ashford Place, Island Park, Reflections of Island Park, The Horizon, Sunset Bay at Bon Secour or Cumberland Place. This money shall be referred to as the “Additional Properties Settlement Fund.” If the Bryan Defendants fail to make the full \$50,000.00 deposit within this nine-month period, then interest, at the legal rate and in the manner set forth in 28 U.S.C. § 1961, will start to accrue on the first business day following this

nine-month period on the outstanding balance. The accrued interest shall be in addition to the principal amount of the Additional Properties Settlement Fund and shall be paid into the Additional Properties Settlement Fund. The outstanding balance will accrue interest until the \$50,000.00 Additional Properties Settlement Fund and the accrued interest are paid in full. The Bryan Defendants agree that the United States is entitled to enforce collection of the outstanding balance and accrued interest by all legal means available.

119. Within sixty (60) days of the entry of this Order, the Bryan Defendants shall publish the Notice to Potential Victims of Housing Discrimination (“Notice”) at Appendix P informing readers of the availability of compensatory funds from the Additional Properties Settlement Fund. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in newspapers of general circulation serving each locality in which an Additional Property is located. 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 Bryan Defendants shall provide the newspaper containing the Notice to counsel for the United States.

120. Within sixty (60) days of the entry of this Order, the Bryan Defendants shall send a copy of the Notice to each of the following organizations:

- a. Independent Living, 1001 Howard Ave., Suite 300, New Orleans, LA 70113;
- b. New Horizons, 6502 St. Vincent Ave., Shreveport, LA 71106;
- c. SW Louisiana Independent Living, 3104 Enterprise Blvd., Lake Charles, LA 70601-8722;
- d. Greater New Orleans Fair Housing Action Center, 228 St. Charles Avenue, Suite 1035, New Orleans, LA 70130;

- e. Advocacy Center, 1010 Common Street, #2600, New Orleans , LA 78112;
- f. Independent Living Center, 5304 Overlook Road, Mobile, AL 36618;
- g. Mobile Fair Housing Center, 600 Bel Air Blvd., Suite 112, Mobile AL 36606;
- h. Garland Fair Housing Office, 210 Carver Street, Suite 102A, Garland, TX, 75040;
- i. Memphis Center for Independent Living, 163 North Angelus Memphis, Tennessee 38104;
- j. Memphis Area Legal Services, 109 North Main Street, Suite 201, Memphis, Tennessee 38103-5013; and
- k. Tennessee Protection and Advocacy Inc., P.O. Box 121257, Nashville, Tennessee 37212.

121. Within six (6) months of the entry of this Order, the Bryan Defendants shall send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present tenant and owner at the Additional Properties. For past tenants and owners, the Bryan 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 Additional Properties or their agents by the former tenant or owner at the time the former tenant or owner moved out. Within seven (7) months of entry of this Order, the Bryan Defendants shall provide to counsel for the United States proof that the Notices have been sent.

122. 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 an appropriate amount of damages that should be paid to each such person. The preliminary determinations of the

appropriate amount of damages shall total no more than Sixty-Seven Thousand Dollars (\$67,000.00) for the Subject Properties and no more than Fifty Thousand Dollars (\$50,000.00) for the Additional Properties, and shall not include any interest that has accrued in these accounts. The United States will inform the Defendants, except Sentinel, in writing, of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. The Defendants, except Sentinel, shall have sixty (60) days to review the declaration and provide to the United States any comments, documents or information that they believe may refute the claim.

123. Not later than sixty (60) days after receiving the comments, documents and information from the Defendants, except Sentinel, 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, except Sentinel. The final recommendations by the United States shall not total more than Sixty-Seven Thousand Dollars (\$67,000.00) for the Subject Properties and not more than Fifty Thousand Dollars (\$50,000.00) for the Additional Properties, and shall not include any interest that has accrued in these accounts. When the Court issues an order approving or changing the United States' proposed distribution of funds for alleged aggrieved persons, the Defendants, except Sentinel, within ten (10) days of the Court's order, shall deliver to the United States checks payable to the alleged aggrieved persons in the amounts approved by the Court, plus a proportionate share of the interest that has accrued in the respective 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 for claims involving the Subject Properties, South Bluffs, Island Park and Harbor Town Square, exceed the sum of the Subject Properties

Settlement Fund, including accrued interest. In no event shall the aggregate of all such checks for claims involving the Additional Properties, Grand Pointe, Highlands of Grand Pointe, Ashford Place, Island Park, Reflections of Island Park, The Horizon, Sunset Bay at Bon Secour and Cumberland Place, exceed the sum of the Additional Properties Settlement Fund, including accrued interest. In no event shall any claims involving the Subject Properties be paid from the Additional Properties Settlement Fund. In no event shall any claims involving the Additional Properties be paid from the Subject Properties Settlement Fund. No aggrieved person shall be paid until he or she has executed and delivered to counsel for the United States the release at Appendix Q.

124. In the event that less than the total amount in the Subject Properties Settlement Fund including accrued interest is distributed to alleged aggrieved persons, the remainder shall revert to the Defendants, except Sentinel.

125. In the event that less than the total amount in the Additional Properties Settlement Fund including accrued interest is distributed to aggrieved persons, the remainder shall revert to the Bryan Defendants.

126. 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.

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

XI. CIVIL PENALTY

128. Within thirty (30) days of the date of this order, the Bryan Defendants shall pay a civil penalty of Twelve Thousand Dollars (\$12,000.00)¹⁵ 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. Said sum shall be paid within thirty (30) days of the date of entry of this Order by submitting a check made payable to the “United States of America” to counsel for the United States.

XII. EDUCATIONAL PROGRAM

129. Within thirty (30) days of the entry of this Order, the Defendants, except Sentinel, shall provide a copy of this Order to all their agents and employees with supervisory responsibility who are involved in the design or construction of a Subject Property, an Additional Property, or any other covered multifamily dwelling property 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 shall be substantially similar to the form of Appendix R.

130. 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, except Sentinel, each new agent or employee with supervisory responsibility who is involved in the design and construction of a Subject Property, an Additional Property, or any other covered multifamily dwelling property shall be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, and has had an opportunity to have questions

¹⁵ Of the \$12,000, \$2,000 is for the Subject Properties and \$10,000 is for the Additional Properties.

about the Order answered. This statement shall be substantially similar to the form of Appendix R.

131. The Defendants, except Sentinel, shall also ensure that they, their employees, and their 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). The Defendants, except Sentinel, and all of their employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of covered multifamily dwellings at issue in this case, shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations and reasonable modifications.

132. Within ninety (90) days of the date of entry of this Consent Order, the Defendants, except Sentinel, and all their employees and agents whose duties, in whole or in part, either involve or will involve primary management authority over the development or involve or will involve the design and/or construction of covered multifamily dwellings, shall 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 five (5) years that is retroactively approved by the United States. The training shall be conducted by a qualified individual approved by the Department of Justice, and any expenses associated with this training shall be borne by the Defendants who participated in such training. The Defendants, except Sentinel, shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and

telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all the Defendants, except Sentinel, and their covered employees and agents, confirming their attendance, in a form substantially equivalent to Appendix S. Any Defendant seeking exemption from this training requirement because of prior training shall submit a request to counsel for the United States within ninety (90) days of the entry of this Consent Order, and the United States agrees to provide written approval of an exemption where appropriate. The written exemption approval from the United States shall be in lieu of any certification requirement set forth in this paragraph.

XIII. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY

133. Within ten (10) days of the date of entry of this Consent Order, the Defendants, except Sentinel, and any entity related or affiliated to the Bryan Defendants shall 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 or sale on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

134. For the duration of this Consent Order, in all future advertising in newspapers, electronic media, pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that any Defendant, except Sentinel, may develop or construct, the Defendant shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act and/or the international symbol of accessibility.

XIV. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

135. Within one hundred eighty (180) days after the date of entry of this Consent Order, the Defendants, except Sentinel, shall submit to the United States an initial report regarding the signed statements of the Defendants, except Sentinel, and their employees and agents, who have completed the training program specified in paragraph 132 of this Consent Order. Thereafter during the term of this Order, the Defendants, except Sentinel, shall, on the anniversary of the entry of this Order, submit to the United States a compliance report detailing the Defendants' compliance with this Order including, as applicable, details on the retrofitting and inspections of retrofits at the Subject and Additional Properties by the Defendants responsible for the retrofitting and inspecting, and the signed statements of Defendants' new employees and agents that, in accordance with paragraph 130 of this Consent Order, they have received and read this Consent Order, and had an opportunity to have questions about this Consent Order answered, except that the last compliance report shall be due sixty (60) days prior to the anniversary.

136. For the duration of this Consent Order, the Defendants, except Sentinel, shall 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, the Defendants, except Sentinel, shall also provide the United States all information it may request concerning any such complaint. The Defendants, except Sentinel, shall also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

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

XV. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

138. This Consent Order shall remain in effect for five (5) years after the date of its entry.

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

140. The United States, the Defendants, and Sentinel, the Rule 19 Current Owner, shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Defendants or the Rule 19 Current Owner to perform, in a timely manner, any act required by this Consent 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.

141. This Consent Order applies to only the identified Subject and Additional Properties. See Section I, paragraph 2. This Consent Order does not release Defendants from any claims the United States may have concerning any other covered multifamily dwellings not identified or addressed herein, including any previously designed and constructed dwellings, as allowed by law as of the date of entry of this Consent Order. This Consent Order does not affect any covered multifamily dwellings that have previously been the subject of a consent order between any Defendant and the United States. Defendants retain any defenses that they may have as of the date of entry of this Consent Order.

XVI. TIME FOR PERFORMANCE

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

XVII. COSTS OF LITIGATION

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

SO ORDERED this 30th day of November, 2009.

/s/ JON PHIPPS McCALLA
CHIEF UNITED STATES DISTRICT JUDGE

The undersigned apply for and consent to the entry of this Order:

For Plaintiff United States of America:

Lawrence J. Laurenzi
United States Attorney
Western District of Tennessee

Thomas E. Perez
Assistant Attorney General
Civil Rights Division

s/ Gary A. Vanasek
Harriett M. Halmon
Civil Chief
BPR No. 005320
Gary A. Vanasek
BPR No. 004675
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s/ Tanya Ilona Kirwan
Steven H. Rosenbaum
Chief
Michael S. Maurer
Deputy Chief
DC Bar No. 420908
Kevin J. Kijewski
Kentucky Bar No. 86448
Tanya I. Kirwan
Maryland Bar
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Trial Attorneys
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Civil Rights Division
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For Defendants Steve Bryan and Bryan Construction Company, Inc.:

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Steven H. Smith & Associates, PLLC
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601-987-4800
E-mail: ssmith@shsattorneys.com

For Defendants Patton & Taylor Construction Company, Belz/South Bluffs, Inc., and HT Devco, Inc.:

s/ Theresa L. Kitay
Theresa L. Kitay
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310-578-9134
E-mail: tkitay@kitaylaw.net

For Defendants Taylor Gardner Architects, Inc. and The Reaves Firm, Inc.:

s/ William M. Jeter
William M. Jeter
Law Office of William Jeter
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Memphis, TN 38103
901-544-1667
E-mail: bjeter@jeter-law.com

For Defendants Richard A. Barron and David W. Milem:

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Ted M. Hayden
The Hayden Law Firm
2198 Judicial Drive
Corporate Centre
Germantown, TN 38138
901-737-6480
E-mail: ted.hayden@thehaydenlawfirm.com

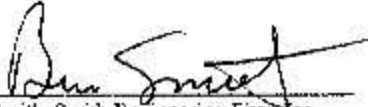
For Defendant Looney-Ricks-Kiss Architects, Inc.:

s/ Joel E. Roberts
Joel E. Roberts
Jeffrey D. Keiner
Gray Robinson, P.A.
P.O. Box 3068, 301 E. Pine Street, Ste. 1400
Orlando, FL 32802-3068
407-843-8880
E-mail: jroberts@gray-robinson.com
jkeiner@gray-robinson.com

For Sentinel Real Estate Corp., Fed. R. Civ. P. 19/20 Necessary Party:

s/ Alexander W. Wellford, Jr.
Alexander W. Wellford, Jr.
Farris, Mathews, Branam, Bobango, Hellen & Dunlap, P.L.C.
One Commerce Square, Ste. 2000
Memphis, TN 38103
Tel: 901-259-7100
E-mail: awellford@farris-law.com

*For Defendant Smith Engineering Firm,
Inc. (Pro Se):*

A handwritten signature in black ink, appearing to read "Ben Smith", written over a horizontal line.

Ben Smith, Smith Engineering Firm, Inc.
891 East Rasco Road
Southaven, MS 38671
662-393-3347
E-mail: ben@sigillforsvite.com

United States of America,)
)
 Plaintiff,)
)
 v.)
)
 Bryan Construction Company, Inc.,)
 Patton & Taylor Construction Co.,)
 Taylor Gardner Architects, Inc.,)
 Looney-Ricks-Kiss Architects, Inc.,)
 Richard A. Barron, The Reaves Firm, Inc.,)
 Smith Engineering Firm, Inc.,)
 David W. Milem, Belz/South Bluffs, Inc.,)
 HT Devco, Inc., Steve Bryan)
 and Sentinel Real Estate Corp.)
)
 Defendants.)
)

Case No. 05-2188 M/Pha

**AGREEMENT BETWEEN
 THE UNITED STATES DEPARTMENT OF JUSTICE AND
 SENTINEL REAL ESTATE CORP.**

This Agreement is entered between the United States of America and Sentinel Real Estate Corp., the owner of The Apartments on Harbor Town Square (“Harbor Town Square”) at 1440 Island Park Drive, Memphis, Tennessee 38103 and Island Park Apartments (“Island Park”) at 1420 Island Park Drive, Memphis, Tennessee 38103.

On March 10, 2005, the United States filed a Complaint in the above captioned matter in the United States District Court for the Western District of Tennessee alleging, *inter alia*, that Defendants Bryan Construction Co., Inc., Taylor Gardner Architects, Inc., Looney-Ricks-Kiss

On September 26, 2005, the United States amended its complaint and joined Sentinel Real Estate Corp. in this case as a necessary and/or indispensable party to this lawsuit in whose absence complete relief can not be afforded to the United States under Rules 19 and 20. *Fed. R. Civ. P.* Therefore, in resolution of the United States' claims, the parties agree to the entry of this Agreement as indicated by the signatures appearing below.

The parties hereby agree to the following:

1. The parties agree that the ground floor apartments and the common areas of Harbor Town Square and Island Park are subject to the requirements of § 3604(f)(3)(C).
2. The United States and the Harbor Town Square and Island Park Defendants have entered into a Consent Order to resolve the United States' claims in this matter under which the Harbor Town Square and Island Park Defendants have agreed, in part, to perform retrofits to apartments and public and common use areas at Harbor Town Square and Island Park which are specified in Appendices C.1, C.2, C.3, D.1, D.2 and D.3 of the Consent Order. The parties agree that this Agreement is contingent upon the entry of this Consent Order by the Court.

3. Sentinel Real Estate Corp. agrees that it will allow the Harbor Town Square and Island Park Defendants (or another contractor approved by Sentinel Real Estate Corp. and the United States), to make the retrofits at Harbor Town Square and Island Park specified in paragraph 2, above, and, as may otherwise be necessary, to cooperate with the parties to facilitate implementation of the consent order. This includes, *inter alia*, allowing access to the complexes for purposes of planning, evaluating and performing these retrofits and for purposes of interviewing and/or meeting with residents. The Harbor Town Square and Island Park Defendants have entered into a Consent Order with the United States under which Harbor Town Square and Island Park Defendants will pay all expenses associated with these retrofits and will attempt in good faith to minimize any inconvenience to the residents of Harbor Town Square and Island Park. The Consent Order also provides that they will commence and finish the retrofits as soon as reasonably possible after entry of the Consent Order, but in no event more than two (2) years from the date of the entry of this Consent Order by the Court.

4. Sentinel Real Estate Corp. agrees to abide by the final decision of inspectors approved by Sentinel and the United States and Sentinel Real Estate Corp. pursuant to Section VI, paragraphs 106-111, of the Consent Order as to whether the retrofit work has been done in accord with the requirement of Consent Order. Sentinel Real Estate Corp. agrees, upon reasonable notice, to allow the Subject Properties Inspector and representatives of the United States access to Harbor Town Square and Island Park for the purpose of inspecting the work that has been performed. The Harbor Town Square and Island Park Defendants have entered into a Consent Order with the United States under which the Harbor Town Square and Island Park

hardship for the resident. Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident may use the money to obtain alternative living accommodations and obtain food while dislocated. Nothing in this provision of the Consent Order absolves any tenant of his or her obligation to pay rent.

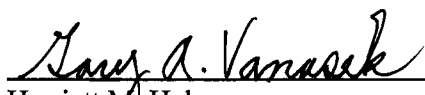
6. Should Sentinel Real Estate Corp. decide to sell or to transfer ownership of Harbor Town Square and Island Park or any portion thereof prior to the completion of the retrofits specified in Appendices C.1, C.2, C.3, D.1, D.2 and D.3 of the Consent Order, Sentinel agrees prior to the completion of the sale or transfer to: (a) provide to each prospective buyer a copy of this Consent Order and written notice that Island Park and/or Harbor Town Square are subject to it, including required retrofits and inspections of retrofits, and (b) upon completion of the sale, within fourteen (14) days provide to the United States, by facsimile or electronic mail and first-class mail or overnight delivery, written notice of a sale or transfer of ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

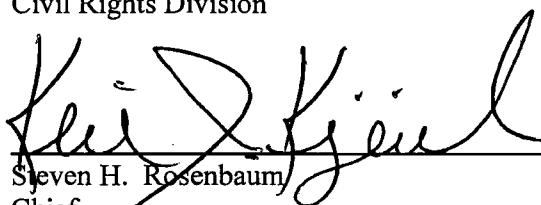
7. The United States and Sentinel shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to this Court for resolution. However, in the event of a failure by Sentinel Real Estate Corp. to perform in a timely manner any act required by this Agreement or the Consent Order or otherwise 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.

For Plaintiff United States of America:

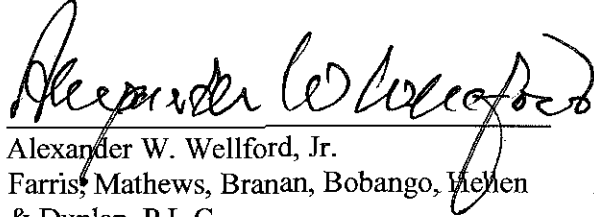
Lawrence J. Laurenzi
United States Attorney
Western District of Tennessee

Thomas E. Perez
Assistant Attorney General
Civil Rights Division


 Harriett M. Halmon
Civil Chief
BPR No. 005320
Gary A. Vansek
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*For Sentinel Real Estate Corp., Fed. R. Civ.
P. 19/20 Necessary Party:*



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& Dunlap, P.L.C.
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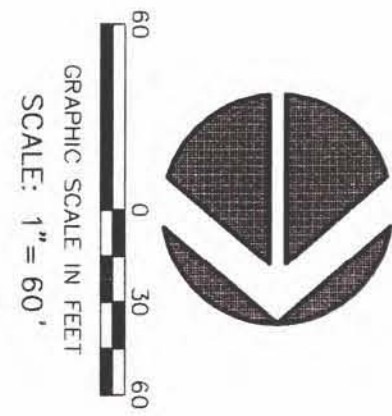
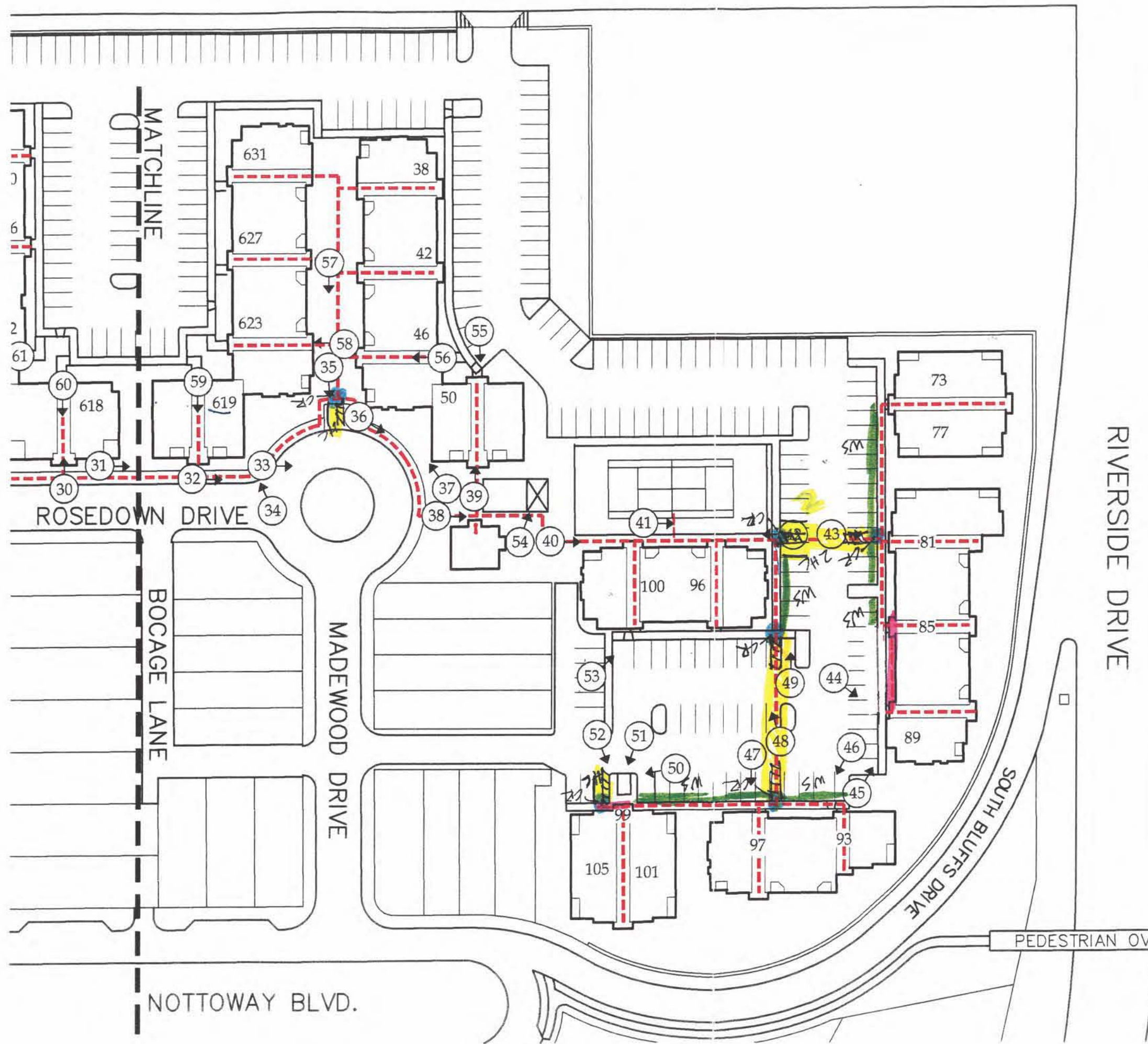
*Counsel for Sentinel
Real Estate Corp.
agent for property owner.*

APPENDIX B.1

PEDESTRIAN ROUTES FOR SOUTH BLUFFS APARTMENTS

As set forth in the Consent Order and this Appendix, Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. will retrofit the public and common use areas at South Bluffs Apartments, also known as South Bluffs I and South Bluffs II, in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)

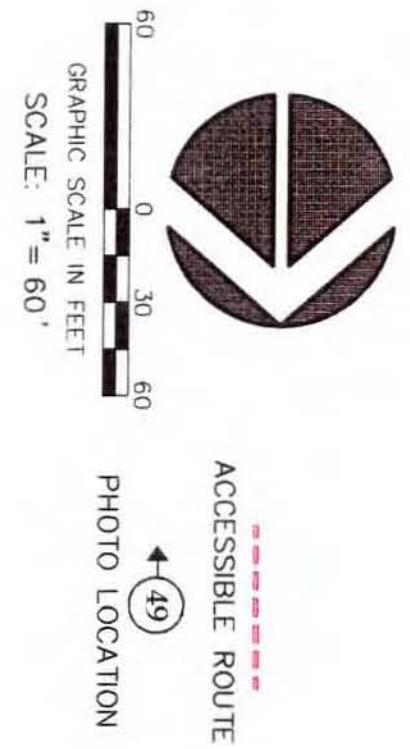


APPENDIX B.1
South Bluffs Apartments

Exterior Accessible Route Plan

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp
- Wheel Stops

PEDESTRIAN OVERPASS



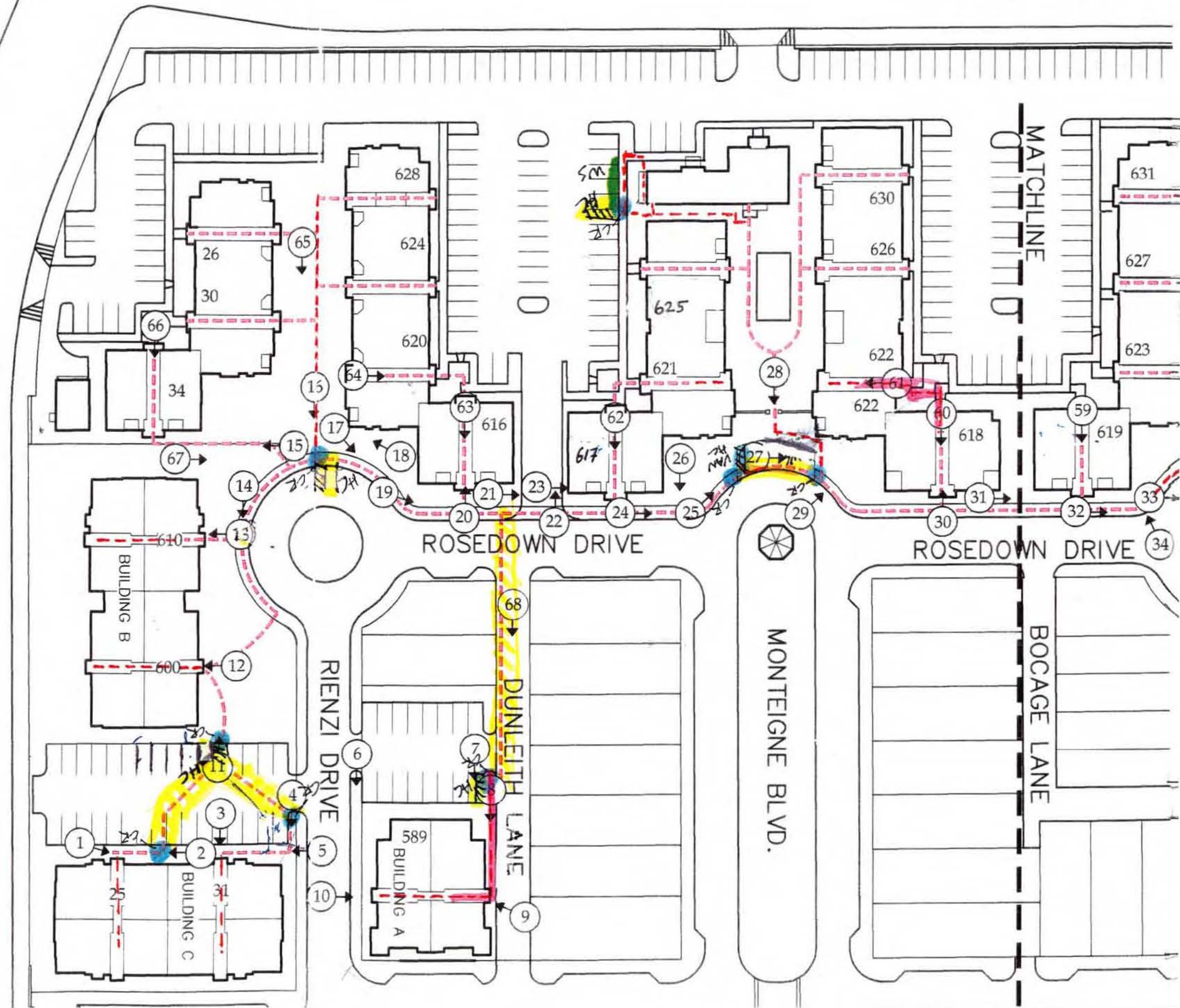
APPENDIX B.1
South Bluffs Apartments

Exterior Accessible Route Plan

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp
- Wheel Stops

Current
plan

TENNESSEE STREET



MONTEIGNE BLVD.

BOCAGE LANE

ROSEDOWN DRIVE

ROSEDOWN DRIVE

RENI DRIVE

DUNLEITH LANE

BUILDING B

BUILDING A

BUILDING C

MATCHLINE

APPENDIX B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

As set forth in the Consent Order and this Appendix, Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. will retrofit the public and common use areas at South Bluffs Apartments, also known as South Bluffs I and South Bluffs II.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

				Violation	Retrofit
	1	I.A.	Parking signs on the surface of the pavement at the following designated accessible parking spaces are such that they can be obscured by a parked vehicle – there are no post mounted signs that designate the intended accessible space at the following apartments.		
1	2	1	34 Riverview Drive East (<i>eastern most designated accessible space</i>)	Relocate or install sign mounted minimum 60" from bottom of sign above finished grade and compliant with ANSI 4.6.2.	
2	3	2	623 Charleston Court	Relocate or install sign mounted minimum 60" from bottom of sign above finished grade and compliant with ANSI 4.6.2.	
3	4	3	622 Charleston Court (<i>space has post mounted sign, but not at space – it is at access aisle</i>)	Relocate or install sign mounted minimum 60" from bottom of sign above finished grade and compliant with ANSI 4.6.2.	
	5	B.	At the following locations, where there are walkways in front of parking spaces which serve covered units, the accessible route to building entrances can be blocked by cars legally parking in front of the walkway entrance, reducing the clear width of the accessible route to less than 36".		
4	6	1	100 Riverview Dr. West (curb ramp east of breezeway is blocked by parked car)	Install wheel stops not less than 24" from the curb face along accessible route at 4 general locations-sidewalks along parking just south of breezeways 93, 97, 101 and 105; just east of breezeways 85, 81, 77, and 73; west side of building containing breezeways 96 and 100; and at east end of clubhouse/mailbox area - in accordance with the green highlighted areas on the Accessible Route Plan in Appendix B.1.	
5	9	C.	At the following locations, the accessible routes from the parking area and public streets / sidewalks to the building entrances have abrupt level changes greater than 1/4" without bevel or ramp features.	On accessible routes, bevel 1/2" level changes at 1:2 and retrofit all vertical level changes greater than 1/2" to make ANSI compliant.	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

				Violation	Retrofit
6	10	1	101 Riverview Dr. West (1/2" asphalt lip at bottom of curb ramp)	The existing curb ramp with 1/2" asphalt lip west of entrance to breezeway #101 and #105 is not on the accessible route because new ANSI complaint curb ramp and accessible parking space will be installed on the east side of building to provide access to #101 and #105.	
7	11	2	93 Riverview Dr. West (5/8" lip at breezeway entry)	Retrofit 5/8" lip at breezeway entry to #93 and #97 to comply with ANSI.	
8	14	5	616, 617, 618, 619 Charleston Court (6" high curb without curb ramp at pedestrian approach from Rosedown Drive)	The 6" high curbs will not be on accessible route because access to ##616, 617, 618, and 619 will be from newly installed ANSI compliant sidewalk along south side of Rosedown according to Appendix B.1, Accessible Route Plan.	
9	16	7	631 Charleston Court (1 3/4" lip at west breezeway entry)	Access to #631 is from courtyard at west entrance. Retrofit 1 3/4" lip at west breezeway entry to make ANSI compliant.	
10	17	8	627 Charleston Court (3/4" lip south of fountain in approach walk, 1/2" at west breezeway entry and 3/4" lip between curb ramp and east breezeway entry)	Access to #627 is from courtyard at west entrance. Retrofit 3/4" lip at fountain in courtyard to make ANSI compliant and bevel 1/2" lip at 1:2 at west breezeway entry.	
11	18	9	42 Riverview Dr. West (1/2" lip at east breezeway entry)	Access to #42 is from courtyard at east entrance. Bevel 1/2" lip at 1:2 at east breezeway entry.	
12	19	10	46 Riverview Dr. West (1/2" lip at top of west breezeway entry ramp and a 1/2" lip on approach walk from north parking area)	Access to #46 is from courtyard at east entrance. Bevel 1/2" lip at 1:2 at walk from north parking area with a cement patch.	
13	20.1		623 Charleston Court - from Courtyard on west side-1 1/2" lip; in-line grating with 1/2" openings.	Retrofit 1 1/2" lip at west side on breezeway entry and change in-line grating with 1/2" openings to comply with ANSI.	
14	21	12	630 Charleston Court (2 steps at west breezeway entry and 3 steps at east breezeway entry)	Retrofit walk and steps along East side of building and install new ANSI compliant ramp to connect #630 to accessible route near #626.	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
15	24	15	620 Cabot Court (3 steps at east breezeway entry)	Reconstruct walks around landscape circle on Cabot Court at west side of building to provide ANSI compliant access from #616 to #620.
16	25	16	624 Cabot Court (3 steps at west breezeway entry and 2 steps at east breezeway entry)	Access to #624 is via courtyard at east entrance connecting to North (Rosedown). Retrofit route and steps from east by installing new ANSI compliant ramp to eliminating steps and installing new ANSI compliant curb ramp and accessible parking at north entry of courtyard.
17	26	17	628 Cabot Court (3 steps at west breezeway entry and 3 steps at east breezeway entry)	Access to #628 is via courtyard at east entrance connecting to North (Rosedown). Retrofit route and steps from east by installing new ANSI compliant ramp to eliminate 3 steps at east breezeway entry.
18	27	18	30 Riverview Dr. East (1" lip at approach walk northwest of curb ramp and ½" lip at west entry of breezeway)	Access to #30 is from courtyard at west entrance. Bevel 1/2" lip at 1:2 at west breezeway entry.
19	28	19	26 Riverview Dr. East (3 steps at east breezeway approach and 1" & ½" high lips between the central courtyard seating area and the west breezeway entrance)	Access to #26 is from courtyard at west entrance. Retrofit 1" lip to be ANSI complaint and bevel 1/2" lip at 1:2 between central courtyard seating area/gazebo and west breezeway entry.
20	29	20	600 Rienzi Drive (6" high curbs w/out curb ramps at pedestrian crossing serving this building from the corner of Rienzi Drive and Rosedown Drive)	Retrofit by providing ANSI compliant walk and ramp connecting to existing walk to serve #600 and #610.
21	30	21	589 Rienzi Drive (7 steps on the east breezeway entry approach and 6" curbs at the pedestrian approach arrival points at the corner of Rienzi Drive and Nottoway Blvd.	Access to #589 is via west side of building from accessible parking on south side of building. Retrofit existing HC parking space to make ANSI compliant, remove existing curb and gutter on left side. Provide new ANSI compliant curb ramp and sidewalk on grass area out of the alley way connecting accessible parking space to west building entrance to #589. Mark-off with striping route from new curb ramp and accessible parking along Dunleith Lane south across Rosedown. Install new ANSI compliant curb ramp to walk on south side of Rosedown. See Appendix B.1 Accessible Route Plan.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
	33	D.	The routes from the parking spaces and public streets / sidewalks to building entrances have cross slopes exceeding 2% in the following locations:	
22	34	1	101 Riverview Dr. West (south approach walkway has 8.6% cross slope and the walkway in front of the designated accessible parking space has a cross slope of 5.1%)	Retrofit 8.6% cross slope to be ANSI 4.3.7 compliant. 5.1% cross slope in access aisle is not on accessible route. See Appendix B.1.
23	35	2	93 Riverview Dr. West (south approach walkway has 12.1% cross slope and the walkway adjacent to the designated accessible parking space has a cross slope of 3.3% on north side.	Retrofit 12.1% cross slope and 3.3% cross slope on north side to comply with ANSI 4.3.7.
24	36	3	89 Riverview Dr. West (east approach walkway has 8.6% cross slope in front of the breezeway and the walkway in front of the designated accessible parking space has a cross slope of 3.0%)	Install new ANSI compliant accessible route in grass strip on east side of building to provide access to entry at #85 and #89 with compliant transitions into existing walks. 8.6% and 3.0% cross slopes will not be on accessible route.
25	37	4	81 Riverview Dr. West (east approach walkway has 4.1% cross slope in front of the breezeway)	Retrofit 4.1% cross slope to comply with ANSI 4.3.7.
26	38	5	73 Riverview Dr. West (east approach walkway has 4.8% cross slope in front of the breezeway, the walkway to the north of the breezeway entry has a cross slope of 4.3% and the access aisle of the designated accessible parking space has a cross slope of 3.3%)	Retrofit 4.8% and 4.3% cross slope to comply with ANSI 4.3.7. The 3.3% cross slope in the access aisle is not on the accessible route.
27	42	9	622 Charleston Court (west approach walkway has 4.2% cross slope just north of the adjacent designated accessible parking space)	New accessible ramp and walk compliant with ANSI to be installed south of #618 and west of #622, to connect accessible route from #622 to #618, and cannot include 4.2% cross slope or it must be retrofitted to comply with ANSI 4.3.7.
28	43	10	621 Cabot Court (south approach walkway has 3.8% cross slope just west of the adjacent designated accessible parking space and the access aisle of that parking space has a cross slope of 3.1%)	Access to #621 from east connecting to #617 to North (Rosedown). Retrofit walks out south around landscape circle on Cabot Court to east entrance to #621 to comply with ANSI. 3.8% cross slope on south approach walk west of formerly designated accessible parking and 3.1% cross slope in access aisle are not on Accessible Route, Appendix B.1.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
29	45	12	620 Cabot Court (west approach walkway has 3.3% cross slope just north of the adjacent designated accessible parking space)	Reconstruct walks around landscape circle on Cabot Court at west side of building to provide ANSI compliant access from #616 to #620, including retrofitting 3.3% cross slope to comply with ANSI 4.3.7.
30	47	14	34 Riverview Dr. East (east approach walkway has 5.5% cross slope along the southern walkway from the adjacent designated accessible parking space, a 3.4% cross slope along the pedestrian approach walkway from the north and a 5.4% cross slope along the circular walkway between 610 Rienzi Drive and the north breezeway of this building)	Retrofit 3.4% and 5.4% cross slopes on north walk and circular walk to comply with ANSI 4.3.7. 5.5% cross slope is not on accessible route. See Appendix B.1.
31	49	16	25 Nottoway Blvd. (access aisle of the designated accessible parking space has a cross slope of 2.5%, the ramp leading from this parking space to the south breezeway has a cross slope of 3.5% and the sidewalk between the on-street parking along Nottoway Blvd. And the north entry breezeway has a cross slope of 3.3%.	Retrofit 3.5% cross slope on ramp on south side of #25 to comply with ANSI; and stripe access aisle and crosswalk on south side of #25 to connect with access aisle for new ANSI compliant curb ramp to #600. 3.3% cross slope at north entry breezeway is not on accessible route.
32	50	17	31 Nottoway Blvd. (the ramp leading from the sidewalk along Rienzi Drive to the south breezeway has a cross slope of 8.3% at the bottom and 6.5% near the top, the sidewalk along Rienzi Drive has a cross slope of 3.1% and the sidewalk between the on-street parking along Nottoway Blvd. And the north entry breezeway has a cross slope of 3.0%)	Install new ANSI compliant ramp at southwest corner of building to provide access to #31 via retrofitted ANSI compliant south walk, and retrofit 8.3%, 6.5%, and 3.1% cross slopes on the walks to comply with ANSI 4.3.7. The 3.0% cross slope at the north entry to the breezeway is not on the accessible route.
	52	E.	There is no accommodation for accessible resident or visitor parking from which building entrances at the following buildings may be approached on an accessible route:	
33	53	1	The building made of 600 & 610 Rienzi Drive	Install new ANSI compliant accessible parking space and curb ramp on the circle connecting Rosedown Drive to Rienzi Drive at north end of courtyard to #620 and #30, and install ANSI compliant accessible parking space and curb ramp to north of #600 at south side of parking south of #31 breezeway. See Appendix B.1, Accessible Route Plan.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
	54	F.	Curb ramps leading from adjacent parking spaces and public streets / sidewalks to the entrance approach walks have running slopes exceeding 8.3% in the following locations:	
34	55	1	93 Riverview Drive West (9.5% for west run and 11.7% for north run)	Access to #93 is from walk connecting new or retrofitted ANSI compliant curb ramp just west of breezeway #97. Install or retrofit ANSI compliant accessible parking space, and stripe access aisle and accessible route south across parking lot to new ANSI compliant curb ramp at north west corner of building with #96 and #100 breezeways, as shown on Appendix B.1, Accessible Route Plan.
	60	G.	The accessible route from the parking spaces to the building entrances have running slopes exceeding 5.0% without required ramp features in the following locations and where shown below as more than 8.3%, the route exceeds the maximum allowable running slope for a ramp:	
35	61	1	101 Riverview Dr. West (approach walk slopes 11.1% at breezeway entry)	Retrofit 11.1% slope at breezeway entry to comply with ANSI 4.3.7.
36	62	2	93 Riverview Dr. West (approach walk slopes 11.6% at breezeway entry)	Retrofit 11.6% slope at breezeway entry to #93 to comply with ANSI 4.3.7.
37	63	3	89 Riverview Dr. West (approach walk slopes 13.5% at breezeway entry)	13.5% will not be on route from new walk to #89 entrance that will comply with ANSI.
38	64	4	85 Riverview Dr. West (approach walk slopes 7.2% at breezeway entry)	7.2% will not be on route from new walk to #85 entrance that will comply with ANSI.
39	65	5	77 Riverview Dr. West (approach walk slopes 6.9% at breezeway entry and 13.4% at the brick header just outside the entry breezeway)	Retrofit 6.9% slope at breezeway entry and 13.4% slope at brick header just outside entry breezeway to comply with ANSI 4.3.7.
40	67	7	46 Riverview Dr. West (approach walk slopes 5.9% at west breezeway entry and 10.6% along brick header at east breezeway entry)	Accessible route is from east/courtyard. Retrofit 10.6% slope along brick header to comply with ANSI 4.3.7. 5.9% slope at west entry is not on accessible route.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

				Violation	Retrofit
41	68	8	38 Riverview Dr. West (approach walk slopes 6.4% at the east breezeway entry and 9.6% at the ramp between this breezeway entry and the designated accessible parking space just to the south)	Retrofit walk by installing ANSI compliant handrails on both sides at east entrance. Access to #38 will be via courtyard at east entrance with new ANSI compliant curb ramp and accessible parking at north entry of courtyard according to Accessible Route Plan in Appendix B.1. 9.6% is not on accessible route.	
42	71	11	618 Charleston Court (approach walk slopes 6.0% at south breezeway entry)	Access to #618 is from North (Rosedown) and South (connecting to #622). Retrofit 6.0% slope at south breezeway entry to comply with ANSI 4.3.7.	
43	72	12	626 Charleston Court (approach walk slopes 7.2% at west breezeway entry and 14.2% at the east breezeway entry)	Access to #626 is from east courtyard and to North (Rosedown), so retrofit 14.2% at east breezeway entry to comply with ANSI 4.3.7. 7.2% at west breezeway entry is not on accessible route.	
44	74	14	617 Cabot Court (approach walk slopes 6.3% at south breezeway entry)	Retrofit 6.3% slope at south breezeway entry to comply with ANSI 4.3.7.	
45	75	15	616 Cabot Court (approach walk slopes 13.9% at south breezeway entry)	Retrofit 13.9% slope at south breezeway entry to comply with ANSI 4.3.7.	
46	77	16	620 Cabot Court (approach walk slopes 8.4% at west breezeway entry)	Reconstruct walks around landscape circle on Cabot Court at west side of building to comply with ANSI and provide access from #616 to #620, and retrofit 8.4% slope at west breezeway entry to comply with ANSI 4.3.7.	
47	79	18	26 Riverview Dr. East (approach walk slopes 12.0% at the brick header just south of the central seating area in the adjacent courtyard)	Retrofit 12.0% slope at brick header in courtyard south of seating area to comply with ANSI 4.3.7.	
48	82	21	610 Rienzi Drive (approach walk slopes 8.8% at west breezeway entry)	Retrofit walk by installing ANSI compliant handrails on both sides of approach walk at west breezeway entry.	
49	84	H.	Door hardware is the inaccessible round knob type on the breezeway side of all ground floor units, except the three newest buildings (589 Nottoway, 31-25 Nottoway and 600-610 Rienzi).	Install lever hardware on the exterior side of the primary entry door to covered units in compliance with ANSI 4.13.9.	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
	85	I.	Curb ramp leading from parking spaces to the entrance approach walks have ramp widths less than 36" exclusive of flared sides in the following locations:	
50	86	1	96 Riverview Dr. West (30" wide between flares)	Install new ANSI compliant curb ramp and access aisle at southwest corner of building 96 and 100 connecting to route across parking lot that is marked-off and striped, to new ANSI compliant curb ramp and access aisle near breezeway entry to #81.
51	92	K.	The access aisle for the designated accessible parking space serving the following building is not at least 60" wide: 73 Riverview Dr. West.	Install two new ANSI compliant accessible parking spaces on accessible route near southwest corner of Building 96 and 100.
52	93	L.	The top landing of the ramp serving the south breezeway of 93 Riverview Drive West is less than 60" deep (at only 40") due to the location of the bottom of the building stair.	Retrofit landing so it is at least 60" deep and slopes 2% or less in both directions, or slope walk at 5% or less running and 2% or less cross at breezeway entry to #93.
53	94	M.	The head height of the required accessible routes to the ground floor units from the parking areas and public streets/sidewalks is reduced to less than 80" by the unprotected undersides of the stairs at each building entrance area.	Install permanent ANSI 4.4 compliant cane detectable barrier at the undersides of the stairs at each building entrance area.
54	95	N.	None of the curb ramps along the required accessible routes from the parking spaces to the entrances of ground floor units have detectable warning texture, nor are these warning textures provided for flush transition conditions at hazardous vehicular areas.	Retrofit by scoring newly installed curb ramps per Accessible Route Plan, Appendix B.1.
	96	O.	The breezeway side of the maneuvering space at primary exterior entrance doors to the following ground floor units is not level, with a ramped approach which exceeds 2% and/or an abrupt level change at a stoop greater than 1/2":	
55	97	1	105 Riverview Dr. West (#101 3.3%)	As turned, retrofit maneuvering space at entry door to Apartment 101 at 105 Riverview Dr by adding acrylic cementitious top coat sloping at 2% or less in all directions and transitioning into the breezeway in compliance with ANSI.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

				Violation	Retrofit
56	99	3	93 Riverview Dr. West (#101 1" high stoop)	As turned, add a 1:2 bevel strip at the threshold of Apartment 101 at 93 Riverview Dr. to make compliant with FHAG Requirement #2 and ANSI.	
57	100	4	81 Riverview Dr. West (#102 10.1%)	As turned, retrofit maneuvering space at entry door to Apartment 102 at 81 Riverview Dr by adding acrylic cementitious top coat sloping at 2% or less in all directions and transitioning into the breezeway in compliance with ANSI.	
58	101	5	73 Riverview Dr. West (#101 3.5%)	As turned, retrofit maneuvering space at entry door to Apartment 101 at 73 Riverview Dr by adding acrylic cementitious top coat sloping at 2% or less in all directions and transitioning into the breezeway in compliance with ANSI.	
59	102	6	625 Cabot Court (#101 1" high stoop)	As turned, add a 1:2 bevel strip at the threshold of Apartment 101 at 625 Cabot Ct. to make compliant with FHAG Requirement #2 and ANSI.	
60	103	7	624 Cabot Court (#102 1" high stoop)	As turned, add a 1:2 bevel strip at the threshold of Apartment 102 at 624 Cabot Ct. to make compliant with FHAG Requirement #2 and ANSI.	
61	104	P.	The shrubs at each of the central courtyard areas project more than 4" into the circulation route to the ground floor units from pedestrian approaches and/or parking spaces at a height between 27" – 80" A.F.F..	Trim shrubbery to provide 36" wide accessible pedestrian route in compliance with ANSI.	
62	105	Q.	In the three newest buildings (589 Nottoway, 31-25 Nottoway and 600-610 Rienzi) the head height of the required accessible routes to the ground floor units from the parking areas is reduced to less than 80" by the unprotected undersides of the wall mounted porch lights at each building entrance area and these lights which protrude approximately 5 ½" out at 74" A.F.F.. Additionally, the wall mounted mail boxes project 7" out at approximately 29" A.F.F..	Install permanent ANSI 4.4 compliant cane detectable barrier under the wall mounted porch lights at each building entrance to 589 Nottoway, 31-25 Nottoway and 600-610 Rienzi.	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
63	112	II.A.	The office/clubhouse at the main complex entrance has the following violations of the Fair Housing Act:	The accessible route plan enters the clubhouse from the north/pool area and connects to proposed accessible parking north of the pool area on Rosedown.
64	113	1	The designated accessible parking space serving this building has a curb ramp located in front of the access aisle and the curb ramp running slope creates a 6.5% cross slope (2% maximum allowed) for those who want to approach the office/clubhouse and central mail area from the north;	Retrofit accessible route from accessible parking just east of mail kiosk to mail kiosk so that it is compliant with ANSI and provides compliant sized and level landings, as needed, on the route to the mail kiosk per Accessible Route Plan, Appendix B.1., including retrofitting the 6.5% cross slope and 13.8% running slope to comply with ANSI
65	114	2	The walkway leading from the designated accessible parking space to the central mail area has a portion with a running slope exceeding 5.0% without required ramp features and that running slope (13.8%) is more than 8.3% which is the maximum allowable running slope for a ramp – additionally, this ramp has a bottom landing which has less (at 48") than the required 60" deep;	
66	115	3	The top mail box lock is mounted higher than the maximum 54" reach range of wheelchair users (at 58 ½"). The out-going letter drop slot near the mail area is located (at 57") above the maximum accessible height of 54" and is not on an accessible route since there are 2 steps that lead up to the slot adjacent to the mail room employee entrance door;	Relocate mailboxes for all first floor units to 48" maximum above the finished grade. Retrofit accessible route to out-going letter drop by compliantly ramping up to eliminate two steps and provide level landing and ANSI compliant maneuvering space at letter drop. Relocate letter drop so that it is 48" maximum above the finished grade.
67	117	5	The entrance door to the clubhouse from the pool area has a 1 ¼" high threshold (maximum allowable is ½") which has an exterior vertical level change greater than ¼" (at 5/8" high) without the required 1:2 ratio beveled slope – the pull side maneuvering space at this door is also not level (slopes away at 4.5%) and has an abrupt level change greater than ¼" (at ½") where the brick headers meet the end of the porch paving.	Retrofit by providing ANSI compliant level maneuvering space and threshold. Bevel the 1/2" level change at 1:2 at the brick headers at the end of the porch.
	119	7	The Women's restroom has the following violations:	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
68	120	a.	The door closer on this 36" wide room entry door limits the clear opening width to less than 32" (at 24" provided) and the 3 ½" push side, latch side maneuvering space at this door is less than the minimum 12" space required;	The closer will be removed to make compliant with ANSI 4.13.
69	121	b.	The lavatory knee space allows less (at 25") than the 29" height to the bottom of the apron and the drain and hot water supply pipes are unprotected;	Remove apron below lavatory and add pipe protection to make compliant with ANSI 4.19.
70	122	c.	The toilet has a rear grab bar that is situated 1" too close to the adjacent lavatory counter (at 7" from the adjacent side wall), the side grab bar is mounted 1" too low at 32", the toilet clear floor space (at 35 ¼") is not at least 36" between the side wall and the side of the lavatory, the toilet seat (at 15 ½") is less than the accessible 17"-19" seat height and the toilet is centered 1 ½" too far (at 19 ½") from the adjacent side wall;	Raise the height of the toilet with a seat extension, use full board spacer to fur out wall to bring side grab bar closer to toilet, and install board above and below grab bar to allow use of forearm and elbow to make compliant with ANSI 4.16.
71	123	d.	The paper towel dispenser is mounted (at 57 ½") higher than the maximum accessible side reach range height of 54";	A separate supply of paper towels will be provided in an accessible location compliant with ANSI.
	124	8	The Men's restroom has the following violations:	
72	125	a.	The 3 ½" push side, latch side maneuvering space at this door with a closer is less than the minimum 12" space required;	The closer will be removed to make compliant with ANSI 4.13.
73	126	b.	The lavatory knee space allows less (at 26") than the 29" height to the bottom of the apron and the drain and hot water supply pipes are unprotected;	Remove apron below lavatory and add pipe protection to make compliant with ANSI 4.19.
74	127	c.	The toilet seat (at 16") is less than the accessible 17"-19" seat height and the toilet is centered 1" too far (at 19") from the adjacent side wall;	Raise the height of the toilet with a seat extension, use full board spacer to fur out wall to bring side grab bar closer to toilet, and install board above and below grab bar to allow use of forearm and elbow to make compliant with ANSI 4.16.
75	128	d.	The paper towel dispenser is mounted (at 52") higher than the maximum accessible front reach range height of 46" for this installation which requires reaching over the toilet.	A separate supply of paper towels will be provided in an accessible location compliant with ANSI .

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
76	132	12. [14.]	The interior door between the lobby and the hall to the community room / restrooms has maneuvering space on the pull side of only approximately 6" of the required 18" latch side maneuvering space;	Door kept open when the leasing office is open, and closed (and locked) when the leasing office is closed.
	133	B.	The following Fair Housing violations are found at the swimming pool / tennis court area behind the Fitness Center building:	
	134	1	The pool approach route from the designated parking space south of the pool area has a metal gate with the following violations:	
77	135	a.	The gate to the pool area (on the southwest side) has only 0" latch side, pull side maneuvering space, which is less than the minimum 18" required.	Retrofit maneuvering space to make ANSI compliant and level concrete at gate with connection to accessible route to east breezeway of #630, and provide 18" of level latch-side maneuvering space.
78	136	b.	This gate has inaccessible hardware which requires twisting of the wrist and which is operable from only the pull side;	Retrofit by installing ANSI 4.13 compliant gate hardware.
	138	3	The approach to the pool area and tennis court from the ground floor units to the west have the following violations:	
79	139	a.	At the walkway west of the southern breezeway entry to 96 Riverview Dr. West there is a portion of the walkway with a running slope exceeding 5.0% without required ramp features, in fact it has a 9.1% running slope which is more than 8.3%, the maximum allowable running slope for a ramp. This sloped portion of the walkway also has a cross slope (at 5.3%) greater than the maximum 2%. There is also an abrupt level change (at 1/2") greater than 1/4".	Retrofit walk on south side of #96 and #100 along tennis court to pool by beveling the 1/2" level change at 1:2, and retrofitting the 9.1% running slope and 5.3% cross slope to comply with ANSI 4.3.7.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
80	140	b.	There is another abrupt level change (at 1 ¼") greater than ¼" along the walkway just west of the tennis court entrance gate – at this location the cross slope of the walkway (at 3.3%) also exceeds the maximum 2%.	Retrofit walk on south side of #96 and #100 along tennis court to pool by retrofitting the 1 1/4" level change and 3.3% cross slope to comply with ANSI 4.3.
81	141	c.	The gate to the pool area (on the northwest side) has only 0" latch side, pull side maneuvering space, which is less than the minimum 18" required and this gate has inaccessible hardware which requires twisting of the wrist (and is operable from only the pull side) and maneuvering space on the pull side which is not level (it has a cross slope of 3.3%);	Level concrete at gate and provide 18" of level latch side maneuvering space in compliance with ANSI. Also install ANSI 4.13 compliant gate hardware.
82	142	d.	In front of the gate to the pool area from the north breezeway of 50 Riverview Dr. West there is a crack in the concrete which creates an abrupt level change (at ½") greater than ¼".	Bevel concrete at 1:2 to remove 1/2" level change.
83	144	5	The common-use BBQ grilles near the northwest corner of the pool have controls which require tight pinching and twisting of the wrist to operate and the top of the grille work surface is (at 37" high) higher than the maximum accessible 34" height – the brick grille surround has a working surface height of 36".	Replace grill to make compliant with ANSI.
	145	6	The route to the pool / tennis court area from Rosedown Drive has the following inaccessible features:	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
84	146	a.	There is a 6" high curb which is higher than the maximum ¼" high abrupt level change allowed along an accessible route from public streets to common-use facilities;	Retrofit according to Accessible Route Plan, Appendix B.1, connecting accessible route to this pool and tennis court from the accessible route around the circle at Rosedown and Madewood Drives with newly installed ANSI compliant walk at Rosedown, ANSI complaint Van Accessible Parking space, access aisle, sign, and curb ramps on both the east and west side of the parking area, and mark-off and stripe route connecting the curb ramps.
85	147	b.	The gate to the pool area (on the east approach) has only 0" latch side, pull side maneuvering space, which is less than the minimum 18" required and this gate has inaccessible hardware which requires twisting of the wrist and which is operable from only the pull side.	Level concrete at gate and provide 18" of level latch side maneuvering space in compliance with ANSI. Also install ANSI 4.13 compliant gate hardware.
	148	7	The following features of the tennis court were inaccessible:	
86	149	a.	The gate on the north side of the tennis court is not connected to the adjacent walkway – the court is separated from the concrete walkway by a grass strip which is neither firm nor stable as required of accessible routes;	Pour a 1' x 4' slab of concrete from the existing walkway over the grass in compliance with ANSI.
87	152	d.	The control mechanisms for the tennis court lights is mounted at 52" high with a 20" side reach-over from the adjacent walkway – this is 10" more than the maximum side reach of a person using a wheelchair.	Pour a 1' x 4' slab of concrete from the existing walkway over the grass to allow for adjacent approach to controls in compliance with ANSI.
	153	C.	The following inaccessible features were found at the pool near the leasing office / clubhouse:	

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
88	154	1	There is no accessible parking space designated to serve this common-use facility, nor is this space on an accessible route from all of the ground floor units in the complex – there are 4 parking spaces just north of the pool, 2 of which are reserved for “future resident” parking, but none designed to be accessible.	Accessible route to pool and clubhouse is from the North (Rosedown). Install ADA compliant van accessible parking space at North (Rosedown).
	155	2	The gate to the pool area from the adjacent parking lot to the north has the following inaccessible features:	
89	156	a.	The approach maneuvering space on both sides of this gate is not level – with a 4.9% slope on the north side and a 5% slope on the south side (2% maximum slope allowed in the level area).	Move gate to different location with ANSI compliant level maneuvering space or retrofit to make ANSI compliant, by providing 18" of level latch side maneuvering space. Install ANSI 4.13 compliant gate hardware.
90	157	b.	The gate to the pool area has only 1 ½" latch side, pull side maneuvering space, which is less than the minimum 18" required and this gate has inaccessible hardware which requires twisting of the wrist and is operable from only the pull side;	
91	159	3	The approach from the leasing office / clubhouse is inaccessible due to a 7 ½" high step just north of the designated accessible clubhouse entrance door (maximum abrupt level change is ¼");	Accessible route to pool and clubhouse is from the North (Rosedown), eliminate step to make route ANSI compliant.
92	169	d.	The gate to the pool area from the southern pedestrian approach has 0" latch side, pull side maneuvering space, which is less than the minimum 18" required and this gate has inaccessible hardware which requires twisting of the wrist (and is operable from only the pull side);	Provide 18" of level latch side maneuvering space in compliance with ANSI and install ANSI 4.13 compliant gate hardware. Level maneuvering space to make ANSI complaint while providing accessible route to east breezeway of #630.

Appendix B.2

PUBLIC AND COMMON USE RETROFITS AT SOUTH BLUFFS APARTMENTS

				Violation	Retrofit
	170	D.	The following Fair housing Act violations were found at the central tenant refuse facility near the southwest corner of the complex:		
93	171	1	The refuse facility is not connected by an accessible route from all ground floor residential units, nor is there a designated accessible parking space serving this facility;		Provide 2 large garbage containers with ANSI compliant HC sign on each in separate locations on the Accessible Pedestrian Route, Appendix B.1
94	172	2	There are 5 steps up to the dumping area for the residents which create abrupt level changes greater than 1/4", as well as, a 6" high curb at the bottom of the steps;		

APPENDIX B.3

INTERIOR RETROFITS AT SOUTH BLUFFS APARTMENTS

As set forth in the Consent Order and this Appendix, Taylor Gardner Architects, Inc., Looney-Ricks-Kiss Architects, Inc., Belz/South Bluffs, Inc. and HT Devco, Inc. will retrofit the interiors of the units at South Bluffs Apartments, also known as South Bluffs I and South Bluffs II.

Appendix B.3

INTERIOR RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
	174	III.A.	The swinging master bathroom door in the following unit type has a clear width of less than 32" nominal (30" clear passage width typical for bathroom door):	
1			2 Bedroom / 2 bath – 1065 sf (34 Riverview Dr. East #101 surveyed)	As turned, provide nominal 32" clear width in all 2 Bedroom/2 Bath - 1065 sf first floor units by widening doors or installing off-set hinges to make compliant with FHAG Requirement #3.
	175	IV.A.	The following Fair Housing Act violations were present relative to the minimum 36" wide accessible route required throughout the covered units:	
	176	1	There is inadequate (i.e., less than 36") clearance to allow an accessible route to proceed through the following unit types:	
2	178	b.	1 Bedroom / 1 bath – 860 sf (105 Riverview Dr. West #101 surveyed) A 29" clear route width is provided between the laundry closet wall and the end of the tub surround wall and only 33 ½" between the laundry closet wall and the side of the tub.	As turned, reduce the size of the laundry closet to obtain 36" wide accessible route in all 1 Bedroom/1 bath-860 sf first floor units to make compliant with FHAG Requirement #4.
	182	B.	In the following units there is an abrupt level change which exceeds ½" just before the threshold begins:	
3	183	1	93 Riverview Dr. West (#101 1" high stoop)	As turned, add a 1:2 bevel strip at the threshold of Apartment 101 at 93 Riverview Dr. to make compliant with FHAG Requirement #2 and ANSI 4.13.
4	184	2	625 Cabot Court (#101 1" high stoop)	As turned, add a 1:2 bevel strip at the threshold of Apartment 101 at 625 Cabot Ct. to make compliant with FHAG Requirement #2 and ANSI 4.13.
5	185	3	624 Cabot Court (#102 1" high stoop)	As turned, add a 1:2 bevel strip at the threshold of Apartment 102 at 624 Cabot Ct. to make compliant with FHAG Requirement #2 and ANSI 4.13.
	186	C.	In the following units there are thresholds on the primary entry doors without a beveled interior approach (typically abrupt ¾" vertical level change) – this condition appears present at all ground floor units except those in the three newest buildings (589 Nottoway, 31-25 Nottoway and 600-610 Rienzi):	

Appendix B.3

INTERIOR RETROFITS AT SOUTH BLUFFS APARTMENTS

				Violation	Retrofit
6	187	1	1 Bedroom / 1 bath – 860 sf (105 Riverview Dr. West #101 surveyed)		As turned, in all 1 Bedroom/1 bath-860 sf first floor units install a reducer strip beveled at a 1:2 ratio screwed into the inside back of threshold to create bevel and lower slope to make compliant with FHAG Requirement #4.
7	188	2	1 Bedroom / 1 bath – 945 sf (46 Riverview Dr. West #101 surveyed)		As turned, in all 1 Bedroom/1 bath-945 sf first floor units install a reducer strip beveled at a 1:2 ratio screwed into the inside back of threshold to create bevel and lower slope to make compliant with FHAG Requirement #4.
8	189	3	2 Bedroom / 2 bath – 1065 sf (34 Riverview Dr. East #101 surveyed)		As turned, in all 2 Bedroom/2 bath-1065 sf first floor units install a reducer strip beveled at a 1:2 ratio screwed into the inside back of threshold to create bevel and lower slope to make compliant with FHAG Requirement #4.
9	190	4	2 Bedroom / 2 bath – 1200 sf (30 Riverview Dr. East #102 surveyed)		As turned, in all 2 Bedroom/2 bath-1200 sf first floor units install a reducer strip beveled at a 1:2 ratio screwed into the inside back of threshold to create bevel and lower slope to make compliant with FHAG Requirement #4.
10	191	5	2 Bedroom / 2 bath – 1250 sf (621 Riverview Dr. East #102 surveyed)		As turned, in all 2 Bedroom/2 bath-1250 sf first floor units install a reducer strip beveled at a 1:2 ratio screwed into the inside back of threshold to create bevel and lower slope to make compliant with FHAG Requirement #4.
	192	D.	In the following units there are thresholds on the swinging patio doors without a beveled interior approach (typically abrupt ¾" vertical level change):		
11	193	1	1 Bedroom / 1 bath – 860 sf (105 Riverview Dr. West #101 surveyed)		As turned, in all 1 Bedroom/1 bath-860 sf first floor units add inside reducer strip beveled at 1:2 ratio under carpet to make compliant with FHAG Requirement #4.
12	194	2	1 Bedroom / 1 bath - 945 sf (46 Riverview Dr. West #101 surveyed)		As turned, in all 1 Bedroom/1 bath-945 sf first floor units add inside reducer strip beveled at 1:2 ratio under carpet to make compliant with FHAG Requirement #4.
13	195	3	2 Bedroom / 2 bath – 1065 sf (34 Riverview Dr. East #101 surveyed)		As turned, in all 2 Bedroom/2 bath-1065 sf first floor units add inside reducer strip beveled at 1:2 ratio under carpet to make compliant with FHAG Requirement #4.
14	196	4	2 Bedroom / 2 bath – 1200 sf (30 Riverview Dr. East #102 surveyed)		As turned, in all 2 Bedroom/2 bath-1200 sf first floor units add inside reducer strip beveled at 1:2 ratio under carpet to make compliant with FHAG Requirement #4.

Appendix B.3

INTERIOR RETROFITS AT SOUTH BLUFFS APARTMENTS

			Violation	Retrofit
	197	V.A.	The wall mounted electrical outlets in the following units surveyed were below the minimum side reach of a person using a wheelchair (15" minimum height per Fair Housing Accessibility Guidelines):	
15	198	1	1 Bedroom / 1 bath – 931 sf (31 Nottoway Blvd. #102 surveyed) centered at 13 ½"	As turned, in all 1 Bedroom/1 bath-931 sf first floor units, relocate one outlet per room to FHAG Requirement #5 compliant location with the centerline of both outlets at 15" minimum height above finished floor.
16	199	2	2 Bedroom / 2 bath – 1107 sf (600 Rienzi Dr. #104 surveyed)	As turned, in all 2 Bedroom/2 bath-1107 sf first floor units, relocate one outlet per room to FHAG Requirement #5 compliant location with the centerline of both outlets at 15" minimum height height above finished floor.
	221	VII.B.	The following Fair Housing Act violations were present in the bathrooms of the surveyed units:	
	222	1	The required clear floor space is not provided at the following fixtures and units:	
17	224		2 Bedroom / 2 bath – 1065 sf (34 Riverview Drive East #101 surveyed) a. The center of the toilet in the hall bathroom is positioned to allow only 14" (18" required) to the adjacent wall a the side of the toilet;	In all 2 Bedroom/2 bath-1065 sf first floor units, that have a toilet installed in the hall bathroom that is positioned less than 16" from the wall to the centerline, as turned, an offset flange will be installed to get toilet positioned at least 16 inches from the wall.

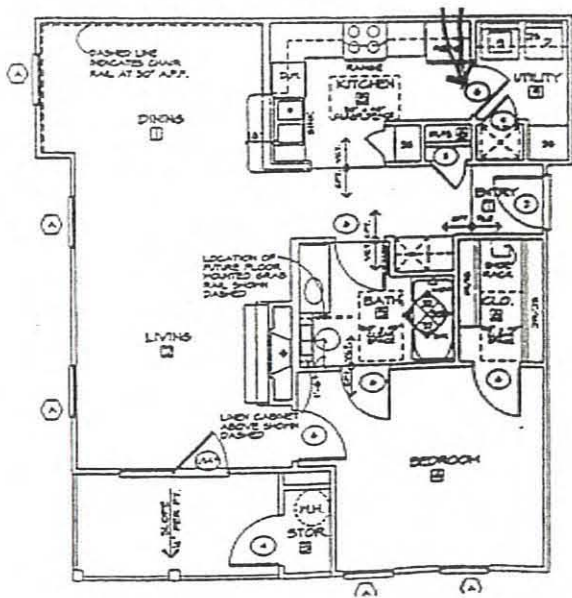
APPENDIX C.1

PEDESTRIAN ROUTES FOR ISLAND PARK APARTMENTS (MEMPHIS)

As set forth in the Consent Order and this Appendix, Steve Bryan, Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc. and The Reaves Firm, Inc. will retrofit the public and common use areas at Island Park Apartments (Memphis) in accordance with this Accessible Pedestrian Route Plan.

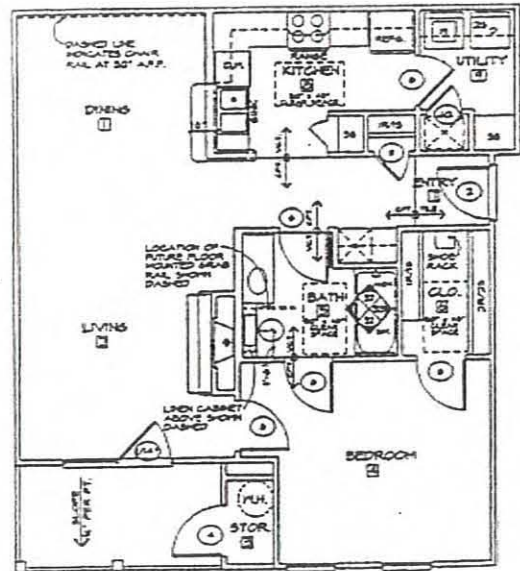
(Accessible Pedestrian Route Plan on following page)

Unit Type A1

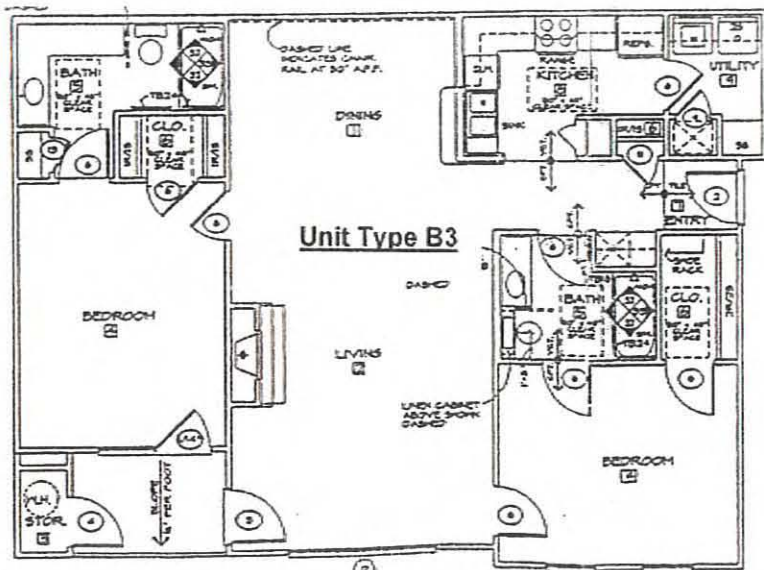


37 FLOOR PLAN UNIT A1-FAIR HOUSING UNIT
1/4" = 1'-0"

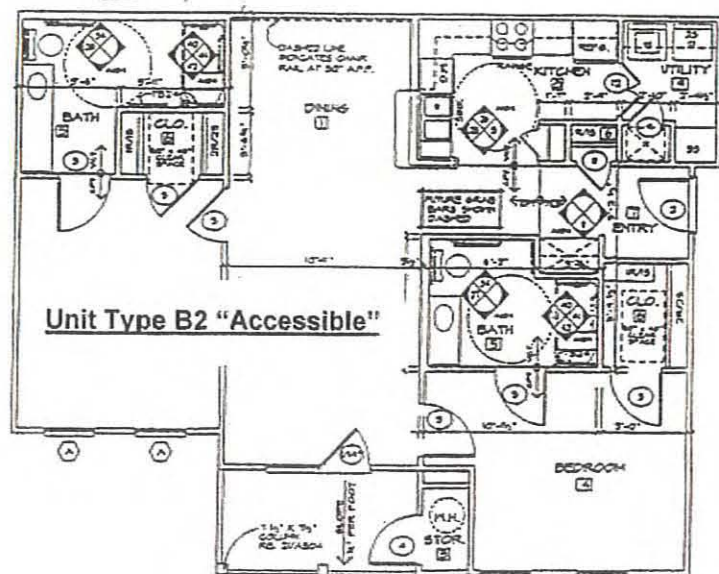
Unit Type A1-a
(Similar to Type A1)



40 FLOOR PLAN UNIT A1a-FAIR HOUSING UNIT
1/4" = 1'-0"

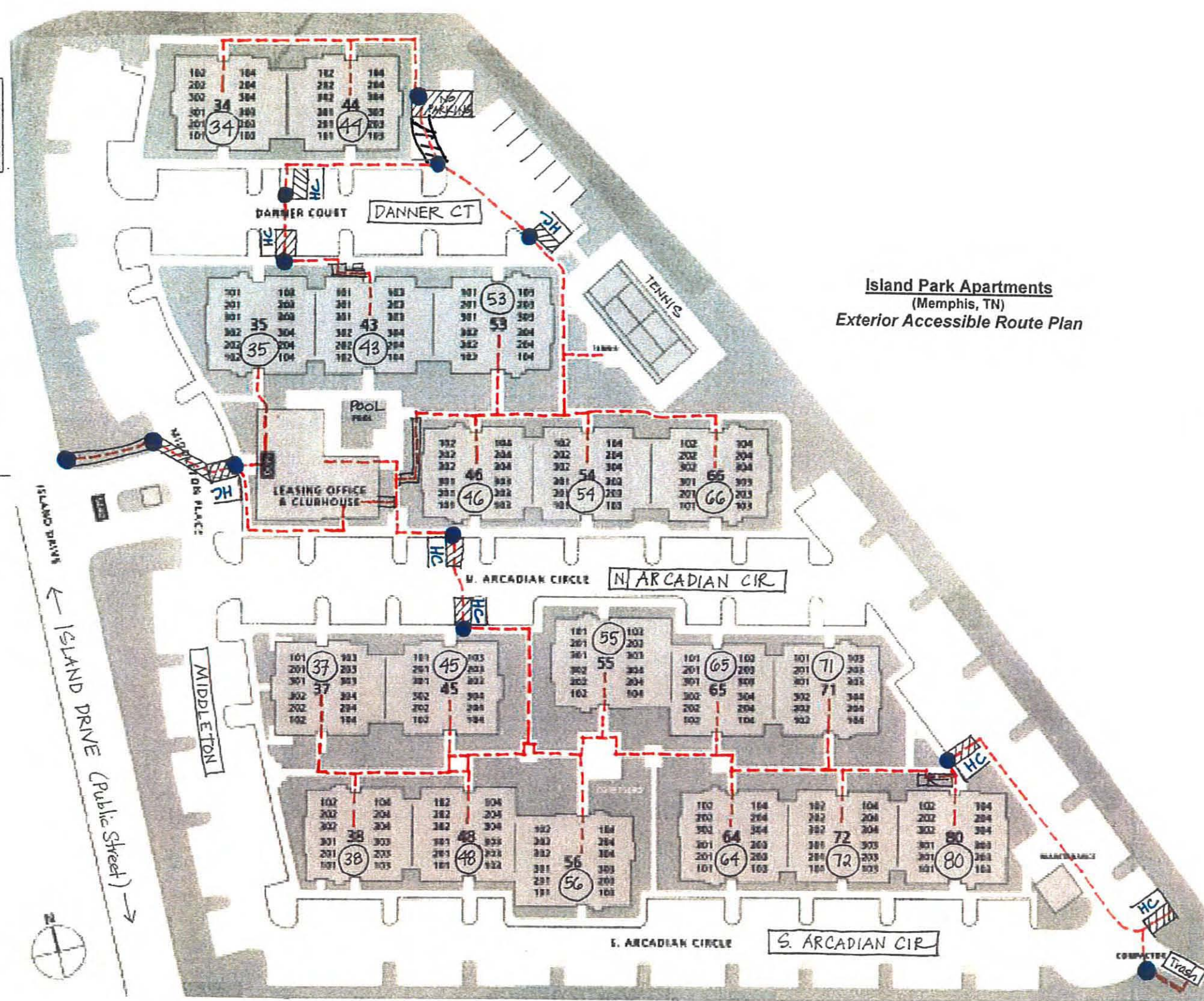


Unit Type B3



Unit Type B2 "Accessible"

Island Park Apartments
(Memphis, TN)
Unit Plans



Island Park Apartments
(Memphis, TN)
Exterior Accessible Route Plan

APPENDIX C.1
Island Park Apartments
(Memphis, TN)
Exterior Accessible Route Plan
and Unit Plans

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/09

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

As set forth in the Consent Order and this Appendix, Steve Bryan, Bryan Construction Company, Inc., Looney-Ricks-Kiss Architects, Inc. and The Reaves Firm, Inc. will retrofit the public and common use areas at Island Park Apartments (Memphis).

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

				Violation	Retrofit
1	1-2	I.A.	Accessible parking spaces shall be designated as reserved for the physically handicapped people by a post mounted sign showing the symbol of accessibility. There are no such signs at the following apartment: 80 S. Arcadian Cir 4268	See Line 2, 3-10.	
2	3-10	B.	Designated accessible parking spaces have adjacent access aisles with widths which are too narrow to meet the required minimum width of 60" at the following locations: 34 Danner Ct-46" 3857; 43 Danner Ct-48" 3879,3880; 54 N. Arcadian Cir-48" 3901; 37 N. Arcadian Cir-54" 3920; 65 N. Arcadian Cir-48" 4178; 48 S. Arcadian Cir-48" 4237; 80 S. Arcadian Cir-48" 4201.	Provide seven (7) new and/or re-configured designated resident accessible parking spaces with minimum 5' 0" wide striped access aisles at the following locations: 1) south side of Building 44; 2) north side between Buildings 35 and 43; 3) north side of the tennis court; 4) south side of Building 46; 5) north side of Building 45; 6) northeast side of Building 80; and 7) adjacent to trash area. All seven (7) spaces to be compliant with ANSI 4.6.2.	
3	12, 14	D.	The accessible routes from the parking area to the building entrances have abrupt level changes, greater than 1/4", without bevel or ramp features at the following locations: 44 Danner Ct (6" step riser at south-side breezeway entry). 3857	Provide new accessible route at the breezeways at the north sides of Buildings 34 and 44. Add "No Parking" striping to ensure that curb ramp will not be blocked by illegally parked vehicles. Make compliant with ANSI 4.5.2, FHAG Requirements 1 & 2.	
4	15	3	35 Danner Court (2 step risers at front of north breezeway) 3872	Provide new accessible route on the south side of the Building 35 breezeway, near the existing resident gate. Also add new portion of walkway at the existing resident gate in order to provide an ANSI compliant minimum 18" pull side by minimum 60" long maneuvering space perpendicular to the face of the gate. Make compliant with ANSI 4.5.2, 4.13.6, FHAG Requirements 1 & 2.	
5	17	5	45 N. Arcadian Circle (3/4" lip at south access walkway in courtyard). 3933, 3940	Remove 3/4" lip at the courtyard side entry to the breezeway at Building 45 to make compliant with ANSI 4.5.2.	
6	18-19	6-7	55 N. Arcadian Circle (2 step risers at front of north breezeway). 4042, 4277; 71 N. Arcadian Circle (2 step risers at front north breezeway). 4191, 4196	See Line 2, 3-10.	
7	20	8	37 N. Arcadian Circle (1/2" high plumbing clean-out in the center of the breezeway). 3926	Adjust the top of the cleanout valve to be flush with the existing walkway at the breezeway of Building 37 and to make compliant with ANSI 4.5.2.	

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
8	20.1		Building 80 (1 step riser at the courtyard side breezeway)	Rework portion of the breezeway entry and provide a new maximum 8.33% ramp with level landings at the top and the bottom of the new ramp. Coordinate with the new curb ramp and the new accessible parking space at the northeast corner of Building 80. Make compliant with ANSI 4.5.2.
9	21, 25	E. 4	The routes from the parking space curb ramps to building entrances have cross slopes exceeding 2% in the following locations: 43 Danner Court – North approach walkway has at the center an 11.4% cross slope, to the left side a 3.4%, and at the right side a 3.9% cross slope. 3878, 3879, 3877, 3884	Rework area at the north breezeway entry to Building 43 as follows: Replace one concrete square at the breezeway entry, add a new ramp with level landings at the top and bottom, add a new walkway around the existing transformer box, and replace approximately 10' 0" of existing walkway along the north side of Building 35 in order to provide new walkway with cross slopes compliant with 4.3.7.
10	31	10	45 N. Arcadian Circle – North approach walkway has at the center an 8.4% cross slope and at the extreme left (at the north end of the courtyard), a 4.8% cross slope (3939). 3935, 3936, 3938, 3939, 3933	The accessible route will not include the intersection of the north approach walkway in front of 45 N. Arcadian and the walkway between 45 N. Arcadian and 55 N. Arcadian having a 4.8% cross slope (photo 3939).
11	41	F.	There is no accommodation for accessible resident or visitor parking provided from which building entrances at the following buildings may be approached on an accessible route: 43 Danner Court, 35 Danner Court, 53 Danner Court, 46 N. Arcadian Circle, 45 N. Arcadian Circle, 55 N. Arcadian Circle, 71 N. Arcadian Circle, 72 S. Arcadian Circle, 56 S. Arcadian Circle and 38 S. Arcadian Circle	See line 2, 3-10 for fix.
12	63	J.	The head height of the required accessible routes to the ground floor units from the parking areas is reduced to less than 80" by the unprotected undersides (at approximately 76"-77" high typically) of wall mounted light fixtures at each breezeway entrance, and these light fixtures protrude (at approximately 5 ½") beyond the allowable 4" into the circulation space. 3855	Relocate the wall mounted light fixtures that are on the accessible route to a minimum head height of at least 79" and as close to 80" or higher as possible.

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
13	64	K.	None of the curb ramps along the required accessible routes from the designated parking spaces to the entrances of ground floor units have a detectable warning texture, nor are these warning textures provided for flush transition conditions at hazardous vehicular areas.	Install eight (8) new curb ramps (6 new curb ramps at the new accessible parking spaces and 2 new curb ramps at the corners of Building 44) that will have diagonal scoring. Install detectable warnings at the existing curb ramp at the van accessible parking space at the leasing office parking. Make compliant with ANSI 4.7.7 and 4.27.5.
14	66-80	M.	At ground floor apartments, the breezeway side maneuvering space at primary entrance doors to ground floor units is not level, and has a ramped approach which exceeds 2% at the following units: 34 Danner Ct (#103-46.1%) 3852,3853; 44 Danner Ct (#101-28.1%; #102-23.6%; #103-23.8%; #104-24.7%) 3859,3860, 3862; 35 Danner Ct (#101-46.2%; #104-40.2%) 3873,3875; 43 Danner Ct (#101-22.6%; #102-23.6%; #104-31.6%) 3881,3882; 37 N. Arcadian Cir (#101-21.6%; #102-29.0%; #104-22.2%) 3925,3927; 45 N. Arcadian Cir (#102-23.2%; #103-50%) 3934; 55 N. Arcadian Cir (#102-56.3%; #104-39.0%) 4187,4188; 65 N. Arcadian Cir (#101-20.7%; #103-30.9%) 4182,4183; 71 N. Arcadian Cir (#102-23.6%) 4192; 48 S. Arcadian Cir (#101-21.2%; #102-28.6%; #103-31.4%; #104-29.3%) 4240,4242; 56 S. Arcadian Cir (#101-28.3%; #102-30.3%; #103-53.4%; #104-32.0%) 4234,4235, 4236; 64 S. Arcadian Cir (#101-36.9%; #103-32.3%; #104-86.9%) 4226,4225,4227; 72 S. Arcadian Cir (#102-23.7%; #104-38%) 4219, 4218; 80 S. Arcadian Cir (#101-31.3%; #102-21.5%; #103-27.7%; #104-28.1%) 206,4208,4209.	At all ground floor units with thresholds that exceed 1-1/4" high or sloped maneuvering space as indicated, rework the primary entry door threshold and maneuvering space as follows to make compliant with ANSI 4.13.6: Allow up to a 1/4" vertical transition at both the top and the bottom of the threshold at the exterior side as needed, add a polymer acrylic cementitious top coat sloped no greater than 1:12 (8.33%) for a maximum 12" length to provide a ramped transition at the primary entry door.

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
15	81-96	N.	<p>At ground floor apartments, the main entrance has a threshold (max allowed 1/2") which has an abrupt vertical level change greater than 1/4" without the required 1:2 ratio beveled slope at the following locations: 34 Danner Ct(#101-3/4";#102-3/4";#104-1/2").3849, 3851, 3942, 3943; 35 Danner Ct (#102-1/2"; #103-1").3874; 43 Danner Ct (#103-1"); 53 Danner Ct(#101-1"; #102- 1"; #103-1/2"; #104-1"); 46 N. Arcadian Cir(#101-3/4"; #102-1"; #103-3/4"; #104- 1 1/4"). 3896; 54 N. Arcadian Cir(#101- 1 1/4"; #102-1"; #103-1 1/4 "; #104-1 3/8"). 3904; 66 N. Arcadian Cir (#101-1 1/4"; #102-1"; #103-7/8"; #104-1 3/8").3913, 3914; 37 N. Arcadian Cir (#103-1/2"); 45 N. Arcadian Cir (#101-5/8"; #104-1/2"); 55 N. Arcadian Cir (#101-1/2"; #103-3/4"). 4186; 65 N. Arcadian Cir (#102-1 1/4"; #104-1"); 71 N. Arcadian Cir (#101-3/4"; #103-1"; #104-3/4"). 4194, 4193; 38 S. Arcadian Cir (#101-1"; #102-1/2"; #103- 1 1/4"; #104-1 5/8").4246, 4247; 64 S. Arcadian Cir (#102-1 1/2"); 72 S. Arcadian Cir (#101-1 1/4"; #103-1 1/2"). 4220</p>	<p>At all ground floor units with thresholds 1/2" high to 1 1/4" high, add a 1:2 bevel strip at the thresholds to make compliant with FHAG Requirement #2 and ANSI 4.13.8. At all ground floor units, for thresholds under 1/2" high and without sloped maneuvering space-no change. At all ground floor units with thresholds over 1-1/4" high, see retrofit at line 14, 66-80.</p>
16	97-98	II.A.1	<p>The site exterior approach to the Rental Office Clubhouse at the main complex has the following violations of the Fair Housing Act: The approach from the designated parking space to the main entrance has an abrupt level change (a 1" lip) greater than the allowable 1/4" without bevel or ramp features and this parallel parking space has no 60" wide access aisle. 3731</p>	<p>At the existing curb ramp in front of the leasing office, revise ramp transition to maximum 1/2" high with a 1:2 bevel, remove existing 1" lip at concrete to asphalt parking transition. Restripe area with new minimum 8' 0" wide striped access aisle and new minimum 8' 0" wide van accessible stall. Remount existing post-mounted accessible parking sign to be centered on the space and add new "van" sign panel. Make compliant with ANSI 4.7, ANSI 4.3.7 and ANSI 4.6.2.</p>

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
17	99	2	The approach walkways to the Rental Office / Clubhouse entrance have cross slopes exceeding 2% in the following locations:	Provide a new connecting accessible route from the public street (Island Drive) connecting to the leasing office main entry door. Provide 2 new curb ramps with detectable warnings, one at the corner of entry drive and Island Drive and one at the corner of Middleton Place. Provide approximately 20' 0" of concrete walkway connecting these new curb ramps, stripe a minimum 36" wide accessible route between the new curb ramp at Middleton Place and the existing curb ramp in front of the main leasing entry door. Coordinate with new striping an layout of new 8' 0" wide access aisle and van accessible parking space at line item 16, 97-98.
18	111-113	B.	The exterior of the Rental Office / Clubhouse building at the main complex has the following violations of the Fair Housing Act. The covered porches of the rental office have cross slopes which exceed 2% in the following locations: West covered porch walkway, facing Mud Island Drive, right side has a 3.3% cross slope, and the left side has a 3.5% cross slope. North side covered porch walkway at the pool access gate, has a 4.3% cross slope. South covered porch walkway, at the mail box station, has a 3.0% cross slope, and the access walkway outside and parallel to the mail box station access walkway has a 3.1% cross slope. 3738, 3752, 3753, 3772	Rework 3/4" lip transition at one concrete square which is part of the designated accessible route from walkway along clubhouse building leading to the mailbox area and the pool entry at the southeast side. Also, add approximately 6' 0" of new walkway connecting the mailbox area to the existing walkway leading to the pool entry gate to make compliant with ANSI 4.3.7.
19	121-122	5	The Laundry room from the south facing covered porch has the following violations of the Fair Housing Act. a. The entrance door has an abrupt vertical level change (a 3" stoop) greater than 1/2". 3767, 3768	Rework the laundry room floor entry area as follows: Provide 1/2" high with 1:2 bevel transition at the existing concrete door threshold, add new minimum 36" wide X 60" long concrete level landing pad at the exterior side of the laundry room door, add approximately 36" long ramp (ramp to slope downwards in the direction opposite the mailbox area, which is towards the entry landing to the upper level unit), and ensure that a minimum 60" long level landing at the bottom of this new ramp is provided. Make compliant with ANSI 4.5.2.

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
20	125-136, 132.1	C.	The interior of the Rental Office / Clubhouse at the main complex has the following violations of the Fair Housing Act. The interior doors do not have the proper operating hardware device to be grasped without tight pinching and twisting of wrist (knob hardware provided) in the following locations: (1) Reception area into Manager's Office. 3838; (2) Reception area into Assistant Manager's Office; (3) Reception area into Display Room; (4) Reception area into Storage Room; (5) Reception area at left side entry into Clubroom; (6) Reception area at right side entry into Clubroom; (7) Reception area into rear, east facing, Foyer; (8) Assistant Manager's Office to Storage; (9) Clubhouse Hall into Exercise Room; (10) Clubhouse Hall into Storage Hall; (11) Storage Hall into Storage Room.	Install lever hardware compliant with ANSI 4.13.9 on interior clubhouse doors.
21	143, 145, 150, 152	8, 9	The women's and men's restrooms have the following violations: b. The designated accessible toilet is centered 2" too far (at 20") from the adjacent side wall. 3837, 3835.	At both women's and men's restrooms: Furr out by installing an exterior block reinforcement to extend the grab bar two additional inches from the wall and make compliant with ANSI 4.16.2.

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
22	146, 153	c.	The rear toilet grab bar is too far (at 9"(w) & 7"(m)) from the side wall to comply with the maximum 6" mounting distance. 3834, 3833	At both women's and men's restrooms: Relocate grab bar at maximum 6" mounting distance to make compliant with ANSI 4.17.6.
23	147, 154	d.	The lavatory is mounted on a base counter that has no knee space beneath. 3834, 3833	At both women's and men's restrooms: Remove base cabinet or replace lavatory with a fixture with adequate knee space. Cover exposed hot water and drain pipes. Make compliant with ANSI 4.19.2.
24	157, 160	10	The Clubroom has the following violations: c. The sink does not have faucet controls which can be grasped without requiring tight pinching and twisting of the wrist (knob controls provided).	Install accessible level-style faucet hardware to make compliant with ANSI 4.19.5 and 4.25.4.
25	162	e.	The microwave oven is mounted too high (at 67" to controls) to comply with the maximum height of 54" above the floor.	Add a new microwave on counter with a 54" high reach range to make compliant with ANSI 4.2.6.
26	165	D.	The swimming pool and deck areas to the east and north of the clubhouse have the following violations of the Fair Housing Act: 1. There is no designated accessible parking space at the south entrance to the pool area, nor is there any curb ramp, instead there exists a 6" high level change at the curbed end of the pool walkway. 3782	See line 2, 3-10.
27	167	2	The access gate to the pool area from the parking area to the south does not have a latch side, pull side maneuvering space, the minimum required space is 18". 3757, 3764	Add a new portion of concrete in order to provide an 18" pull-side by 60" perpendicular to the face of the pool gate and make compliant with ANSI 4.13.6.

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

			Violation	Retrofit
28	169	4	The areas around the pool deck have cross slopes greater than 2% in the following areas: east access gate 3.2% 3763; pool and east access gate 6.9% 3758, 3789; pool and east covered porch 6.5% 3755, 3791.	Provide a new accessible route along the outside of the pool gate at the south and southeast corner continuing to the east access gate area outside of pool, including approximately 30' lf of new concrete walkway. Make compliant with ANSI 4.3.7.
29	181-182	8	The tennis court area has the following violations of the Fair Housing Act. A. The accessible route from the courtyard access walkways to the tennis court has a running slope which exceeds (at 9%) the allowable 5% slope without required ramp features, and exceed the maximum accessible slope where greater than 8.3%. 3889, 3890, 3891	At the existing tennis court ramp walkway install compliant handrails at each side with minimum 12" handrail extensions at each landing to make compliant with ANSI 4.3.7.
30	183	b.	The pull depth at the latch side of the gate is (at approximately 36") too small to meet the required 60" space for forward maneuvering. 3889	Remove gate to make compliant with ANSI 4.13.6.
31	184-185	9	The following Fair Housing Act violations are found at the central refuse facility at the extreme southeast corner of the project on S. Arcadian Circle. a The tenant loading zone has no access aisle. 4211, 4214, 4215.	See Appendix C.1 and line 2, 3-10. Provide one new accessible parking space, signage and 5' 0" wide access aisle at parking lot adjacent to the existing trash enclosure. Provide needed ANSI compliant walkway or ramp leading to the trash enclosure opening.

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

				Violation	Retrofit
	247	VIII.	ADA Issues – covered above, with the following exceptions:		
32	289	8	With the exception of the men’s and women’s toilets, the rental office and clubhouse does not meet the requirements for signage with tactile characters and symbols mounted at the latch side of the door centered a 60" above the finished floor.	At the clubhouse common-use areas, provide compliant permanent room signage (with raised letter and Braille characters) mounted at 60" at the latch side of the door, measured from the finished floor to the centerline of the sign panel. Signage will be provided at any locations within common-use areas where existing room signage is already provided, excluding staff only areas. Make compliant with ADA Standard 4.30.4 and 4.30.6.	

APPENDIX C.3

INTERIOR RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

As set forth in the Consent Order and this Appendix, Steve Bryan, Bryan Construction Company, Inc. and Looney-Ricks-Kiss Architects, Inc. will retrofit the interiors of the units at Island Park Apartments (Memphis).

APPENDIX C.3

INTERIOR RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

Violation

Retrofit

<p>1</p>	<p>189-194</p>	<p>III.A.</p>	<p>The following Fair housing Act violations were present relative to the minimum 32" clear passage width at doors. The swinging doors at the following locations have a clear width of less than the required 32": 1 Bedroom, 1 Bath, Plan A-1 (34 Danner Court, #102 surveyed) Utility (laundry / pantry) room door width of 30". 3948; 1 Bedroom, 1 Bath, Plan A-1a (54 N. Arcadian Circle, #104 surveyed) Utility room door width of 30 1/2". 478 & 479; 1 Bedroom, 1 Bath, HC Plan A-1A (72 S. Arcadian Circle, #101 surveyed) Utility room door width of 30". 4124; 2 Bedroom, 2 Bath, Plan B-2 (44 Danner Court, #101 surveyed) Utility room door width of 30". 3978; 2 Bedroom, 2 Bath, HC Plan B-2 (43 Danner Court, #103 surveyed) Utility room door width of 30". 4019;</p>	<p>At all ground floor units, replace hinges at the interior utility/laundry room doors with new swing-clear hinges.</p>
<p>2</p>	<p>195</p>	<p>5</p>	<p>2 Bedroom, 2 Bath, Plan B-3 (56 S. Arcadian, #102 surveyed) Utility room door width of 30 1/2". Door from 2nd Bedroom into Hall Bathroom door width of 30 1/2", 2nd Bedroom Walk-in Closet door width of 30 1/2", 2nd Bedroom entry door width of 30 1/2", Master Bedroom Walk-in Closet door width of 30 1/2", Master Bedroom entry door width of 30 1/2", 2nd Master Bedroom entry door width of 30 1/2". 534, 548, 557, 559, 577, 580, 570.</p>	<p>At all B-3 ground floor units, replace hinges on all non-complaint interior doors with new swing-clear hinges, including 7 listed: Utility/laundry; 2nd bedroom to hall bath; 2nd bedroom closet; 2nd bedroom entry; master bedroom closet; master bedroom entry and 2nd master bedroom entry.</p>

APPENDIX C.3

INTERIOR RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

Violation

Retrofit

<p>3</p>	<p>196-201, 197.1, 201.1</p>	<p>IV.A.</p>	<p>In the following units the main entrance has a threshold (maximum allowable is 3/4") which has a vertical level change greater than 3/4": 1 Bedroom, 1 Bath, Plan A-1 (34 Danner Ct, #102 surveyed) abrupt level change of 1 1/8" at interior, and 1 1/2" at exterior.3943; 1 Bedroom, 1 Bath, Plan A-1a (54 N. Arcadian Cir, #104 surveyed) abrupt level change of 1 1/2" at interior, and 1 1/8" at exterior.461 & 462; 1 Bedroom, 1 Bath, HC Plan A-1A (72 S. Arcadian Cir, #101 surveyed) abrupt level change of 1 1/4" at interior, and 1 1/4" at exterior.4117; 1 Bedroom, 1 Bath, Plan A-2 (55 N. Arcadian Cir, #102 surveyed) abrupt level change of 1 1/8" at interior, and 2" at exterior.4081; 2 Bedroom, 2 Bath, HC Plan B-2 (43 Danner Ct, #103 surveyed) abrupt level change of 1 1/4" at interior, and 1 3/8" at exterior. 4012; 2 Bedroom, 2 Bath, Plan B-2 (44 Danner Ct, #101 surveyed) abrupt level change of 1 1/4" at interior, and 2 1/4" at exterior.3972; 2 Bedroom, 2 Bath, Plan B-3 (56 S. Arcadian Cir, #102 surveyed) abrupt level change of 1" at interior.521.</p>	<p>At all ground floor units with threshold heights of 1/2" or more, install beveled 1:2 transition strip at the interior side to make compliant with FHAG Requirement #4(2).</p>
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APPENDIX C.3

INTERIOR RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

Violation

Retrofit

<p>4</p>	<p>202, 203.1- 207.1</p>	<p>B.</p>	<p>In the following units there are thresholds on the patio doors from the interior approach which are higher than ¾": 1 Bedroom, 1 Bath, Plan A-1a (54 N. Arcadian Cir, #104 surveyed) abrupt level change of 7/8" at the interior side of patio door.512; 1 Bedroom, 1 Bath, HC Plan A-1A (72 S. Arcadian Cir, #101 surveyed) abrupt level change of 1 ¼" at interior side of patio door.4130, 4131; 1 Bedroom, 1 Bath, Plan A-2 (55 N. Arcadian Cir, #102 surveyed) abrupt level change of 1" at the interior side of patio door. 4111, 4112; 2 Bedroom, 2 Bath, HC Plan B-2 (43 Danner Ct, #103 surveyed) abrupt level change of 1 ¼" at the interior side of patio door.4031, 4033; 2 Bedroom, 2 Bath, Plan B-2 (44 Danner Ct, #101 surveyed) abrupt level change of 1 ¼" at the interior side of patio door.3992, 3993; 2 Bedroom, 2 Bath, Plan B-3 (56 S. Arcadian Cir, #102 surveyed) abrupt level change of 7/8" at the interior side of patio door.564.</p>	<p>At all ground floor units, install 1:2 beveled transition strips at any interior side patio door threshold that measures 1/2" or higher to make compliant with FHAG Requirement #4(2).</p>
<p>5</p>	<p>203</p>	<p>1</p>	<p>1 Bedroom, 1 Bath, Plan A-1 (34 Danner Court, #102 surveyed) abrupt level change of 3" at the interior side of patio door. 3962, 3963, 3964</p>	<p>At 31 Danner Court, #102, and at any similarly constructed ground floor interior patio door situation, install a built-up ramp (pemko or similar) at the underside of the carpet and install any required additional 1:2 bevel to make compliant with FHAG Requirement #4(2).</p>
<p>6</p>	<p>217</p>	<p>V.A.</p>	<p>The thermostat controls in certain units were mounted above the maximum side reach of a wheelchair user (54" maximum per ANSI and 48" maximum per Fair Housing Accessibility Guidelines).</p>	<p>At all ground floor units, lower existing thermostats located higher than 54" to 48" maximum or less above the finished floor to make compliant with FHAG Requirement #5.</p>

APPENDIX C.3

INTERIOR RETROFITS AT ISLAND PARK APARTMENTS (MEMPHIS)

Violation

Retrofit

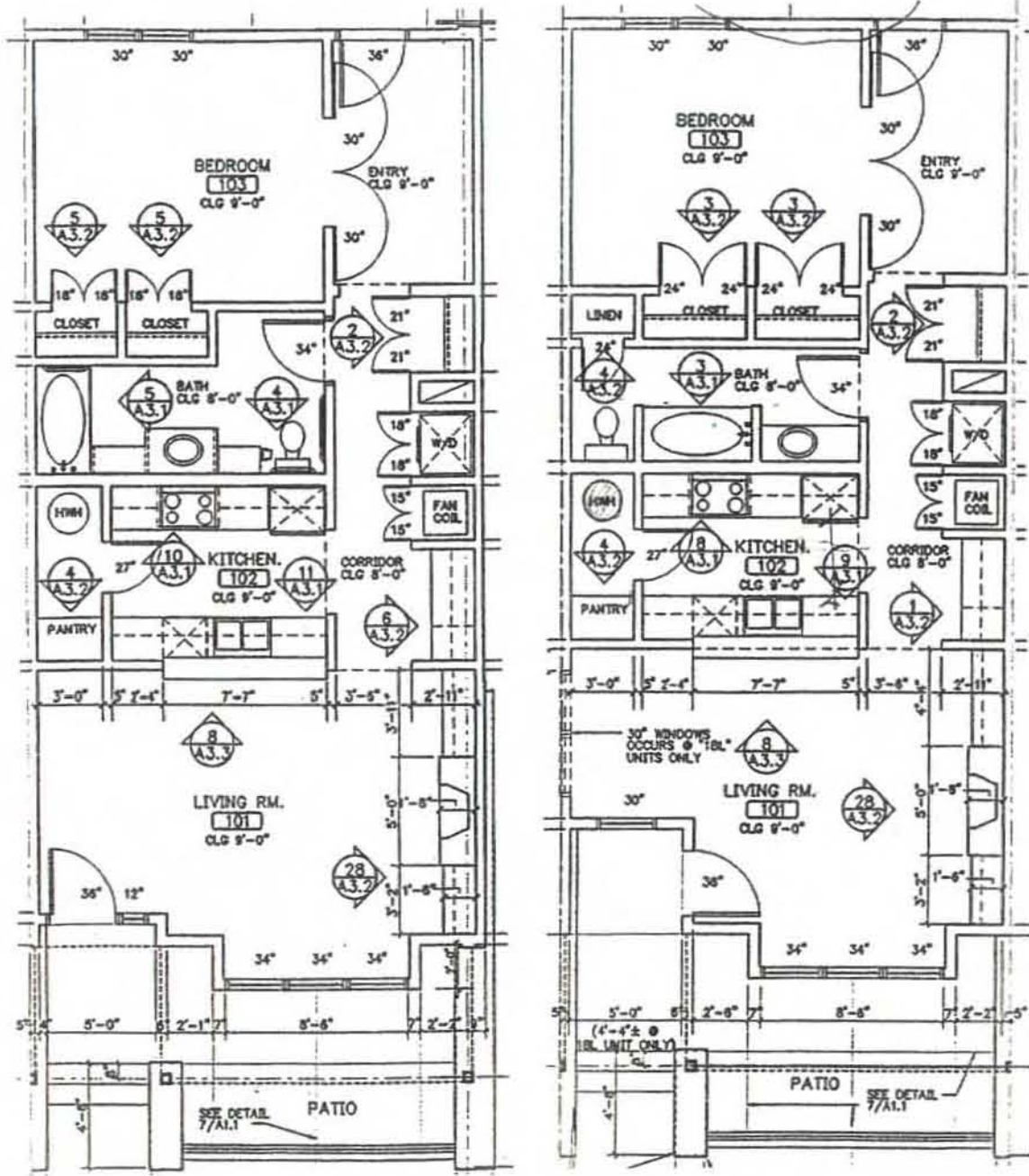
<p>7</p>	<p>241-242, 245-246.1</p>	<p>The following Fair Housing Act violations were present in the bathrooms of the surveyed units: In the following locations, where toilets are located adjacent to walls or bathtubs, the centerline of the toilet is required to be a minimum of 18" from the wall or bathtub and at least 15" from adjacent lavatories: 1 Bedroom, 1 Bath, HC Plan A-1A (72 S. Arcadian Cir, #101 surveyed) center of toilet is positioned 15 ¾" to the adjacent wall. 4136; 2 Bedroom, 2 Bath, HC Plan B-2 (43 Danner Ct, #103 surveyed) in the master bathroom the center of toilet is positioned 13 ½" to the adjacent lavatory (15" minimum required) and in the bathroom opposite the kitchen, the center of the toilet to the adjacent wall is only 17 ¼".4038; 2 Bedroom, 2 Bath, Plan B-3 (56 S. Arcadian Circle, #102 surveyed) center of toilet is positioned 13" to the adjacent lavatory (15" minimum required) 552.</p>	<p>At all ground floor units, any existing toilet that measures less than 16" from the center line of the toilet to the side wall or obstruction on the non-lavatory side will be relocated approximately 2" using an offset flange to make compliant with FHAG Req. #7(2)(ii).</p>
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APPENDIX D.1

PEDESTRIAN ROUTES FOR HARBOR TOWN SQUARE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan, Bryan Construction Company, Inc., The Reaves Firm, Inc., and Taylor Gardner Architects, Inc. will retrofit the public and common use areas at Harbor Town Square Apartments in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)

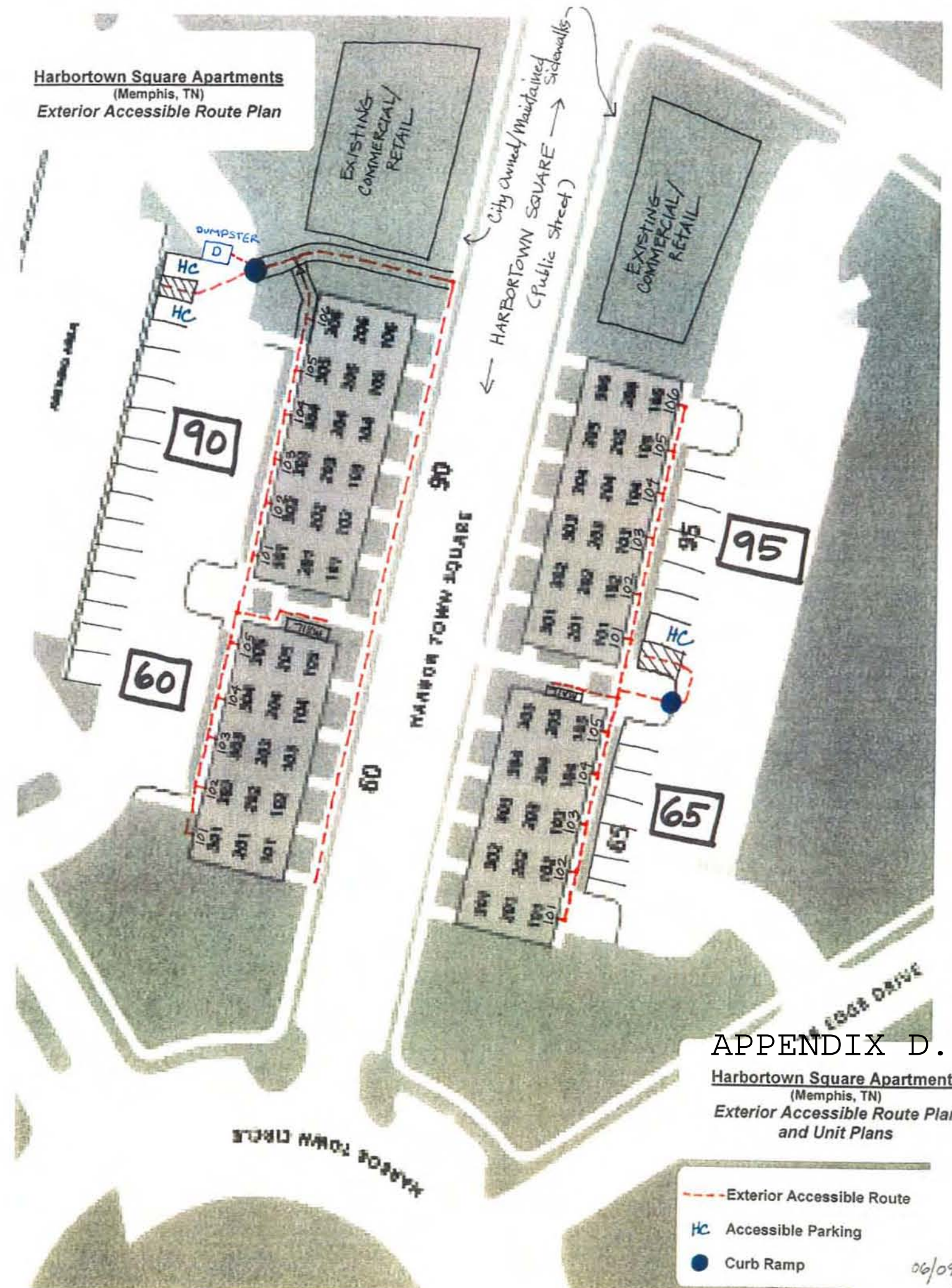


ANSI "Accessible" Type Unit
(5 total ground floor units)

Standard Type Unit
(14 total ground floor units)

Harbortown Square Apartments
(Memphis, TN)
Unit Plans

Harbortown Square Apartments
(Memphis, TN)
Exterior Accessible Route Plan



APPENDIX D.1

Harbortown Square Apartments
(Memphis, TN)
Exterior Accessible Route Plan
and Unit Plans

- - - Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/09

APPENDIX D.2

PUBLIC AND COMMON USE RETROFITS AT HARBOR TOWN SQUARE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan, Bryan Construction Company, Inc., The Reaves Firm, Inc., and Taylor Gardner Architects, Inc. will retrofit the public and common use areas at Harbor Town Square Apartments.

APPENDIX D.2

PUBLIC AND COMMON USE RETROFITS AT HARBOR TOWN SQUARE APARTMENTS

			Violation	Retrofit
1	1	I.A.	There are no access aisles at the designated accessible parking spaces which serve the residential buildings, and the area where the access aisle (at 5.5%) would be slopes steeper than the maximum 5% running slope allowed along an accessible route which is not a ramp. 3677, 3702, 3649	At the north side of Building 90 provide two new accessible parking spaces with a shared 8' 0" wide access aisle (both spaces to be designated "van" per signage). Provide one new curb ramp with detectable warnings at end of the existing walkway between Building 90 and the commercial building. Also, provide a new approximately 16' long ramp with handrails on both sides/walkway at Building 90 near Unit #106 to connect to existing sidewalk on the northeast corner. Provide minimum 36" wide striping connecting the new access aisle and the new curb ramp. At the south side of Building 95, re-stripe a new minimum 5' 0" wide access aisle and a new 8' 0" accessible parking space (space to be directly connected to the existing curb ramp between Buildings 65 and 95). Relocate and raise existing accessible parking sign. Make compliant with ANSI 4.6.2 and 4.3.7.
2	10	5	At the top landing of the curb ramp situated between 65 and 95 Harbor Town Square there is a 4.8% cross slope that will create a barrier for those approaching the curb ramp. 3679	At the south side between Buildings 65 and 95, replace approximately 10'- 0" LF of walkway at the top of the curb ramp near the mailbox area. The new walkway is to have maximum 2.0% cross slopes. Make compliant with ANSI 4.3.7. Restripe, as necessary, access aisle and HC parking space parking just east of curb ramp between Buildings 65 and 95 to make ANSI complaint width for both.
3	11	6	At the bottom landing of the ramp in front of 95 Harbor Town Square Unit #101 there is a 4.0% cross slope. 3680	Replace and/or re-work approximately 6' 0" LF of walkway between the top of the curb ramp and the entry to Unit #101, Building 95. The new walkway is to have compliant slopes up to 8.33%, maximum 2.0% cross slopes, and a level landing in front of primary entry door to Unit 101. Coordinate with work in line 2,10, above. Make compliant with ANSI 4.3.7.
4	24	2	The roof over the mailbox center between 60 and 90 Harbor Town Square projects 9" out into the approach walk with its bottom edge at 71". 3658	Provide a cane detectable railing, no higher than 27" high, along the full length of the mailbox area between Buildings 60 and 90. Make compliant with ANSI 4.4.1.
5	25	3	The roof over the mail box center between 65 and 95 Harbor Town Square projects 8 ¾" out into the approach walk with its bottom edge at 72 ½". 3669	Provide cane detectable railing, no higher than 27" high, along the full length of the mailbox area between Buildings 65 and 95. Make compliant with ANSI 4.4.1.

APPENDIX D.2

PUBLIC AND COMMON USE RETROFITS AT HARBOR TOWN SQUARE APARTMENTS

			Violation	Retrofit
6	26	G.	None of the curb ramps along the required accessible routes from the parking spaces to the entrances of covered units have detectable warning textures. 3650, 3677	Detectable warnings will be added on the surface of the 1 existing curb ramp between Buildings 65 and 95.

APPENDIX D.3

INTERIOR RETROFITS AT HARBOR TOWN SQUARE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan, Bryan Construction Company, Inc., and Taylor Gardner Architects, Inc. will retrofit the interiors of the units at Harbor Town Square Apartments.

**APPENDIX D.3
 INTERIOR RETROFITS AT
 HARBOR TOWN SQUARE APARTMENTS**

			Violation	Retrofit
1	34-36	III.A.	The door to the pantry in the kitchen of the following unit types does not have a clear nominal passage width of at least 32" (allows only 26" of clear passage width): typical 1 bedroom/1 bathroom; typical 1 bedroom HC. 3541, 3629	At all 14 standard-type units, replace the existing pantry door hinges with new "swing clear" hinges. At all five ANSI accessible units, remove the existing door and frame and install new 2' 10" door and frame, repair drywall, repair baseboard and paint to match. Make all compliant with FHAG Requirement #3.
2	40-42	IV.A.	The following Fair Housing Act violations were present relative to the minimum 36" wide accessible route required throughout the covered units: There is inadequate, less than 36", clearance to allow an accessible route to proceed to and past the bathtub of the following unit types due to the narrow bathroom passageway created by the tub surround wall, which allows for only a 32" clear passage, and the location of the tub itself -- placed parallel to the opposite wall and only 34 ¾" away. a Typical 1 bedroom/1 bath - (90 Harbor Town Square, Unit #102 surveyed). 3534	At all 14 standard-type 1 bedroom/1 bathroom units, relocate the toilet as far forward as possible using an offset toilet flange and shorten the bathtub wing wall as much as possible in length as allowed by the wall and tub per actual unit. Repair the flooring, baseboard and wall, and match the paint. Make compliant with FHAG Requirement #7.
3	45-46	B.	In the following unit type, the threshold at the secondary entrance/patio door has an overall height greater than ¾" (1" high on the interior side) and is not beveled at a slope no greater than 1:2: Typical 1 bedroom/1 bath – (90 Harbor Town Square, Unit #102 surveyed). 3553	At all 14 standard-type 1 bedroom/1 bathroom units, install new 1:2 beveled transitions at the interior side of the sliding patio doors at any threshold that exceeds 1/4" high to make compliant with FHAG Requirement #4.
4	49	V.A.	The thermostat controls in all units surveyed (except the designated "handicapped" unit) were mounted above the maximum side reach of a person who uses a wheelchair and were positioned 58 ½" above the floor. There is a 54" maximum per ANSI, and a 48" maximum per Fair Housing Accessibility Guidelines. 3559	At all 19 ground floor units, lower any existing thermostat that exceeds 54" high to 48" maximum or below above the finished floor to make compliant with ANSI 4.25.3 and FHAG Requirement #5.

**APPENDIX D.3
 INTERIOR RETROFITS AT
 HARBOR TOWN SQUARE APARTMENTS**

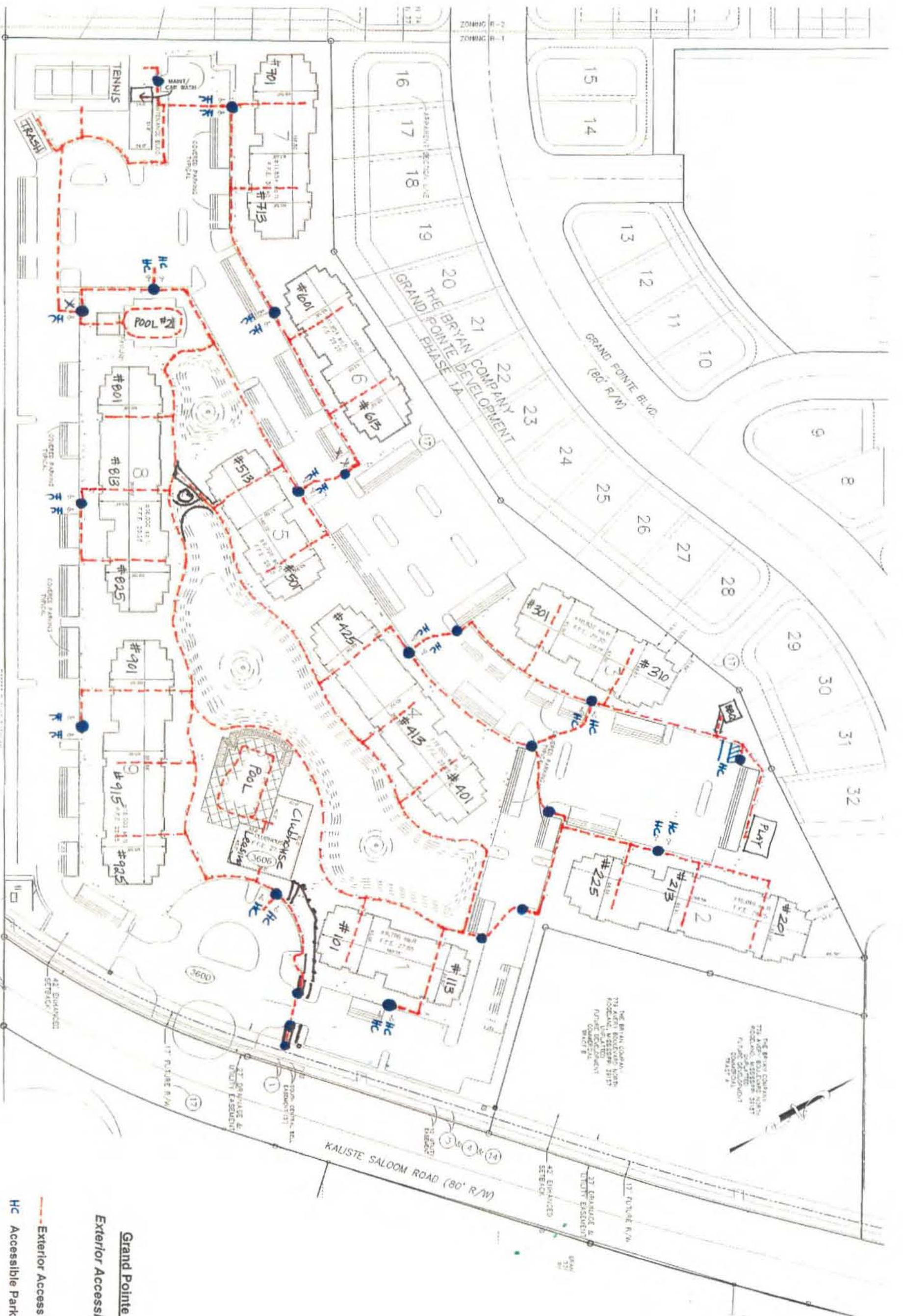
			Violation	Retrofit
5	54-56	B.	The following Fair Housing Act violations were present in the bathrooms of the surveyed units: The required clear floor space is not provided at the following fixtures and units: a Typical 1 bedroom/1 bath – (90 Harbor Town Square, Unit #102 surveyed) – the center of the toilet is positioned to allow only 17 ¾" (18" required) to the adjacent wall side of the toilet. Also, the wing wall of the adjacent tub encroaches such that the width of the clear floor space (required to be no less than 48") is limited to only 36 ½". 3537	See line 2, 40-42 for fix.
6	58-59	2	The required parallel 30" x 48" clear floor space was not centered on the lavatory bowl in the following units: typical 1 bedroom/1bath. a Typical 1 bedroom/1 bath – (90 Harbor Town Square, Unit #102 surveyed) – the lavatory is centered only 18 ¾" from the side wall (24" required to allow centered parallel clear floor space at lavatory). 3533.	At all 14 standard-type 1 bedroom/1 bath units, replace the lavatory countertop with a new countertop that provides a compliant side approach to the lavatory, and which includes a minimum 24" dimension measured from the centerline of the lavatory to each side wall to make compliant with FHAG Requirement #7.

APPENDIX E.1

PEDESTRIAN ROUTES FOR GRANDE POINTE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Grand Pointe Apartments in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)



Grand Pointe Apartments
Exterior Accessible Route Plan

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/07

APPENDIX E.2

PUBLIC AND COMMON USE RETROFITS AT GRAND POINTE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Grand Pointe Apartments.

**APPENDIX E.2
PUBLIC AND COMMON USE RETROFITS AT GRAND POINTE APARTMENTS**

			Violation	Retrofit
	1	I.	<p>Regarding Fair Housing Act Design Requirement #1 - Accessible Building Entrance on an Accessible Route</p> <p>42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the building and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."</p> <p>There are violations of the Fair Housing Act at the following public and common-use locations on the site: [Fair Housing Accessibility Guidelines (FHAG), Requirements #1 & #2]</p>	
	2		Accessible Pedestrian Approach Routes on the project site	
	5	C.	The routes from the parking spaces and walkways to building entrances have cross slopes exceeding 2.0% in the following locations. [ANSI 4.3.7 & 4.1 - Table 2]	
1	9	4	Building #4 - East The concrete walkway on the east side of the building, at the intersection with the approach walkway to Breezeway 425-429, had a cross slope of 3.2%, 5109	Replace walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
2	22	17	Building #5 - East The concrete walkway on the east side of the building, between the lake and the building, to the left of Breezeway 501-504, had a cross slope of 4.5%, 1307.	Replace approximately 30' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
3	30	25	Clubhouse - West The concrete walkway on the west side of the Clubhouse, between the lake and Clubhouse, beginning at the intersection with the walkway at the north side of Building #9 and moving in the direction of the Clubhouse, had a cross slope of 6.1%, 1633; along the swimming pool fencing had a cross slope of 3.5%; and a cross slope of 4.2%, 1638.	Replace approximately 15' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2

**APPENDIX E.2
PUBLIC AND COMMON USE RETROFITS AT GRAND POINTE APARTMENTS**

			Violation	Retrofit
	31	D.	The accessible route from the parking spaces to building entrances have running slopes exceeding 5.0% without required ramp features in the following locations and where shown below as more than 8.3%, the route exceeds the maximum allowable running slope for a ramp. [ANSI 4.3.7 & 4.8]	
4	33	2	Building #4 - West The concrete approach walkway to Breezeway 425-428 on the west side of the building, near the intersection with the walkway at the parking area, had a running slope of 6.7%, 5092, and at the approach walkway near the building breezeway, had a running slope of 5.9%, 5093.	Replace walkway to provide 5% running slope or less or install handrails compliant with ANSI 4.3.7 & 4.8 at each side of ramp where rise exceeds 6"
5	36	5	Building #7 - South The concrete approach walkway to Breezeway 713-716 on the south side of the building, had a running slope of 6.5%, 1328.	Replace walkway to provide 5% running slope or less or install handrails compliant with ANSI 4.3.7 & 4.8 at each side of ramp where rise exceeds 6"
6	38-41	E.	At the Breezeway side of the ground floor dwelling unit, the stoop at the primary entrance had an abrupt level change greater than ½" without 1:2 ratio beveled slope at the following locations: 1/2" high stoops at Building #8 - South, Breezeway 825-828, Apt. 827; Building #8 - South, Breezeway 801-804, Apt. 813; and Building #9 - South, Breezeway 913-916, Apt. 915. 5260, 5261, 5262, 5287, 5289, 1531, 1532, 1533. [ANSI 4.5.2]	Add a polymer acrylic cementuous top coat to provide a 1:2 bevel transition at the entry landing/threshold compliant with ANSI 4.5.2

**APPENDIX E.2
PUBLIC AND COMMON USE RETROFITS AT GRAND POINTE APARTMENTS**

			Violation	Retrofit
7	42-49	F.	The head height of the required accessible routes to the ground floor dwelling units from the parking areas and public streets/sidewalks is reduced to less than 80" by the unprotected undersides of the wall mounted electrical alarm box which protrudes out above the finished Breezeway deck in the following buildings: Building #4, Breezeway 425-428, box protrudes out 8 1/2" at 46 1/2" above the deck; Building #6, Breezeway 613-616, Box protrudes out 8 1/2" at 47" above the deck; Building #8, Breezeway 801-804, Box protrudes out 6" and 8 1/2" at 46" above the deck; Building #1, Breezeway 101-104, Box protrudes out 8 1/2" at 39" above the deck; Building #5, Breezeway 501-504, Box protrudes out 8 1/2" at 45" above the deck; Building #7, Breezeway 713-716, Box protrudes out 8 1/2" at 39" above the deck; and Building #9, Breezeway 901-904, Box protrudes out 8 1/2" at 47" above the deck. 5104, 5105, 5131, 5132, 5310, 5311, 1105, 1106, 1267, 1268, 1347, 1348, 1505, 1506. [ANSI 1986, Section 4.4.2]	Install cane detection barrier under electrical alarm box compliant with ANSI 1986, Section 4.4.2
	62	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and Usable Public and Common-use Areas.	
	63	A.	The Clubhouse/Leasing Office at the main project entrance had the following violations of the Fair Housing Act.	
	64		Exterior Building Violations	
8	68	1	The head height of the required accessible routes to the Clubhouse/Leasing Office from the parking areas and public streets/sidewalks is reduced to less than 80" by the unprotected undersides of the hanging baskets at the front porch which provide only a 68" clear height, 2166, 2167. [ANSI 4.4.2]	Remove or relocate hanging baskets to make the head height of the required accessible routes to the Clubhouse/Leasing Office from the parking areas and public streets/sidewalks at least 80" and compliant with ANSI 4.4.2
9	69	5	The exterior side of the threshold at the main entrance to the Clubhouse/Leasing Office had an unbeveled abrupt level change of 1/2", 2178; and the interior side of the threshold had an abrupt level change of 5/8" at the edge of the tile flooring in the Reception area where the bevel is steeper than 1:2, 2179. [ANSI 4.5.2]	Add a polymer acrylic cementuous top coat to provide a 1:2 bevel transition at the entry landing and/or modify the threshold so that it is beveled 1:2 or less to make compliant with ANSI 4.5.2

APPENDIX E.2

PUBLIC AND COMMON USE RETROFITS AT GRAND POINTE APARTMENTS

			Violation	Retrofit
10	72	8	The pedestrian gate at the north side of the swimming pool had a key pad mounted too high, at 58", exceeding the specified 48" height reach range for a forward approach, 1669, 2670. [ANSI 4.2.5]	Lower or relocate keypad to 48" or lower with a front approach, or 54" or lower with a side approach to be compliant with ANSI 4.2.5 or 4.2.6
11	81	11	The access latch of the emergency telephone housing was mounted too high, at 53", exceeding the specified 48" height reach range for a forward approach. 1630, 1631. [ANSI 4.2.5]	Lower access latch of the emergency telephone to 48" or lower with a front approach, or 54" or lower with a side approach to be compliant with ANSI 4.2.5 or 4.2.6
	85		Interior Building Violations	
12	90	5	The door from the Clubhouse Vestibule to the swimming pool area at the exterior side of the threshold, had an abrupt level change of ½", 2217. [ANSI 4.5.2]	Add a polymer acrylic cementuous top coat to provide a 1:2 bevel transition at the entry landing and/or modify the threshold so that it is beveled 1:2 or less to make compliant with ANSI 4.5.2
13	91	6	The door from the Clubhouse Vestibule to the swimming pool area at the interior side of the threshold, had an abrupt level change of 5/8", 2218. [ANSI 4.5.2]	Add a polymer acrylic cementuous top coat to provide a 1:2 bevel transition at the entry landing and/or modify the threshold so that it is beveled 1:2 or less to make compliant with ANSI 4.5.2
14	108	13.a.	Swimming Pool & Pavilion - West a. The tables at the pool deck area provide only a 26" knee clearance, less than the specified minimum 27" knee clearance height, 5200; and provide only a 23" wide clearance between table legs, less than the specified minimum 30" clear width opening for a forward approach, 5201. [ANSI 4.30.1]	Provide at least one table that has compliant knee space for a forward approach that is a minimum of 30" wide and 27" high, and that is compliant with ANSI 4.30

APPENDIX E.3

INTERIOR RETROFITS AT GRAND POINTE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Grand Pointe Apartments.

**APPENDIX E.3
 INTERIOR RETROFITS AT
 GRAND POINTE APARTMENTS**

Violation

Retrofit

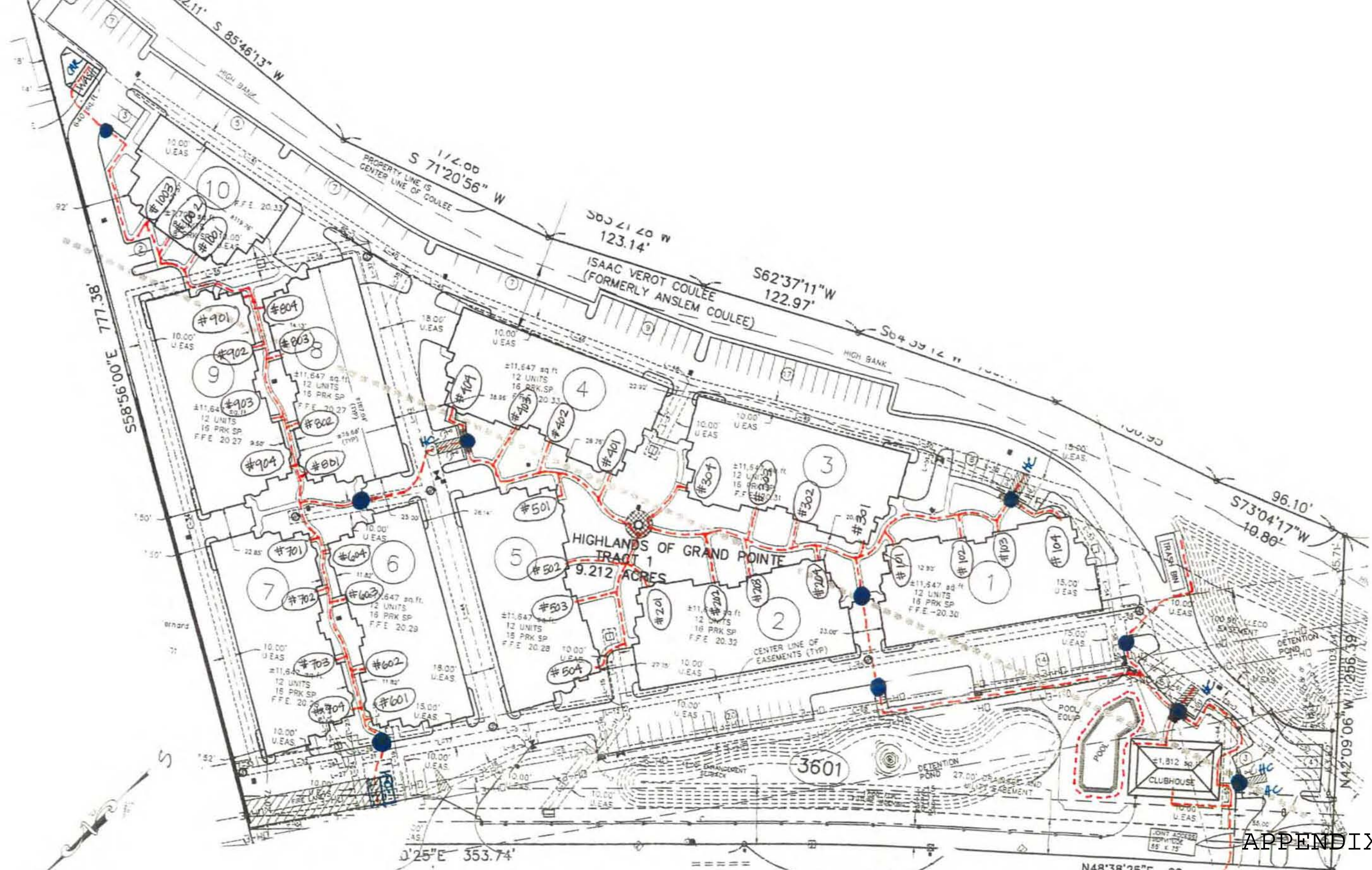
			Violation	Retrofit
	138	VI.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires “reinforcements in bathroom walls to allow later installation of grab bars” around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	
1	139	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide an affidavit to certify that reinforcement has been installed compliant with FHAG, Requirement #6

APPENDIX F.1

PEDESTRIAN ROUTES FOR GRAND POINTE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Grand Pointe Apartments in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)



APPENDIX F.1

L=158.87'
 R=2904.79'
 CH=158.85'
 CB=N47°04'25"E
 DELTA=03°08'01"

N48°38'25"E 29
 KALISTE SALOOM ROAD
 (80' R/W)

Highlands at Grand Pointe
 Apartments

Exterior Accessible Route Plan

--- Exterior Accessible Route

HC Accessible Parking

APPENDIX F.2

PUBLIC AND COMMON USE RETROFITS AT HIGHLANDS OF GRAND POINTE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Highlands of Grande Pointe Apartments.

APPENDIX F.2

PUBLIC AND COMMON USE RETROFITS AT HIGHLANDS OF GRAND POINTE APARTMENTS

			Violation	Retrofit
	1	I.	<p>Regarding Fair Housing Act Design Requirement #1 - Accessible Building Entrance on an Accessible Route</p> <p>42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the building and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."</p> <p>There are violations of the Fair Housing Act at the following public and common-use locations on the site: [Fair Housing Accessibility Guidelines (FHAG), Requirements #1 & #2]</p>	
	2	A.	<p>Accessible Pedestrian Approach Routes on the project site:</p> <p>A. The accessible pedestrian approach route from the Leasing Office and dwelling units to public street, Kaliste Saloom Road, has been installed and terminates at the property line, there being no public walkways installed at the time of the survey, 5782, 5783, 5784. [FHAG, Requirement #1 & #2, ANSI 1986, Section 4.3.2]</p>	
	9	C.	<p>The accessible route from the designated accessible parking spaces to building entrances have running slopes exceeding 5.0% without required ramp features in the following locations and where shown below as more than 8.3%, the route exceeds the maximum allowable running slope for a ramp. [ANSI 4.3.7 & 4.8]</p>	
1	10	1	<p>Building #2 - East The concrete approach walkway to the covered porch of Unit 201, at the intersection with the walkway at the east side of the building, had a running slope of 8.2%, 5947.</p>	<p>Replace walkway to provide 5% running slope or less or install handrails to make compliant with ANSI 4.3.7 and 4.8</p>
2	11	2	<p>Building #2 - East The concrete approach walkway to the covered porch of Unit 201, had a running slope of 5.3%, 5949.</p>	<p>See line item 1, 10 for retrofit solution, which is same walkway.</p>

APPENDIX F.2

PUBLIC AND COMMON USE RETROFITS AT HIGHLANDS OF GRAND POINTE APARTMENTS

			Violation	Retrofit
3	13-15	D.	The Covered Porch side of the ground floor dwelling units had an abrupt level change at a stoop between 1/4" and 1/2" without the specified 1:2 beveled slope at the following locations: Building #1 - East, Apt. 101 - 3/8" high stoop at the threshold; Building #2 - East, Apt. 202 - 1/2" high stoop at the threshold. 5850, 5851, 5927, 5928, 5929. [ANSI 4.5.2]	Add a concrete filler at exterior side of the primary entry door threshold that provides a compliant 1:2 bevel and is compliant with ANSI 4.5.2
	24	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and Usable Public and Common-use Areas.	
	25	A.	The Clubhouse/Leasing Office at the main project entrance had the following violations of the Fair Housing Act. Exterior Building Violations	
4	26	1	There was a lack of an accessible route from the dwelling units to the common use facilities and amenities located at the Clubhouse/Leasing Office building, and beyond to the public street. The only available route to the Clubhouse/Leasing Office for a resident is in the vehicular drives at the perimeter of the buildings. Some ground floor dwelling unit primary entrances are located on the same side of the building as the garages, requiring a resident to use the vehicular drive adjacent to the garages. 5826,5828, 5829, 5830, 5833, 5834,5835. [ANSI 3.5, ANSI4.3.2]	Add four new curb ramps with detectable warning surfaces (1 new curb ramp at Building 10 connecting to trash area, 1 new curb ramp between Building #8 and #6, 1 new curb ramp between Building #1 and #2, and 1 new curb ramp across from Building #1 connecting to the clubhouse building. Add a new portion of concrete walkway (approximately 50' 0") across from Building 1 that connects to the existing walkway along the clubhouse building. Make compliant with ANSI 3.5 and 4.3.2.
5	32	5	The concrete walkway on the south side of the Clubhouse leading to the dwelling units, had an abrupt level change of 3/4" at the intersection of concrete panels in the walkway, 5817, 5818. [ANSI 4.5.2]	Eliminate abrupt change in level or grind edge of concrete panel to provide a 1:2 bevel compliant with ANSI 4.5.2.

APPENDIX F.3

INTERIOR RETROFITS AT HIGHLANDS OF GRAND POINTE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Highlands of Grande Pointe Apartments.

**APPENDIX F.3
 INTERIOR RETROFITS AT HIGHLANDS OF GRAND POINTE APARTMENTS**

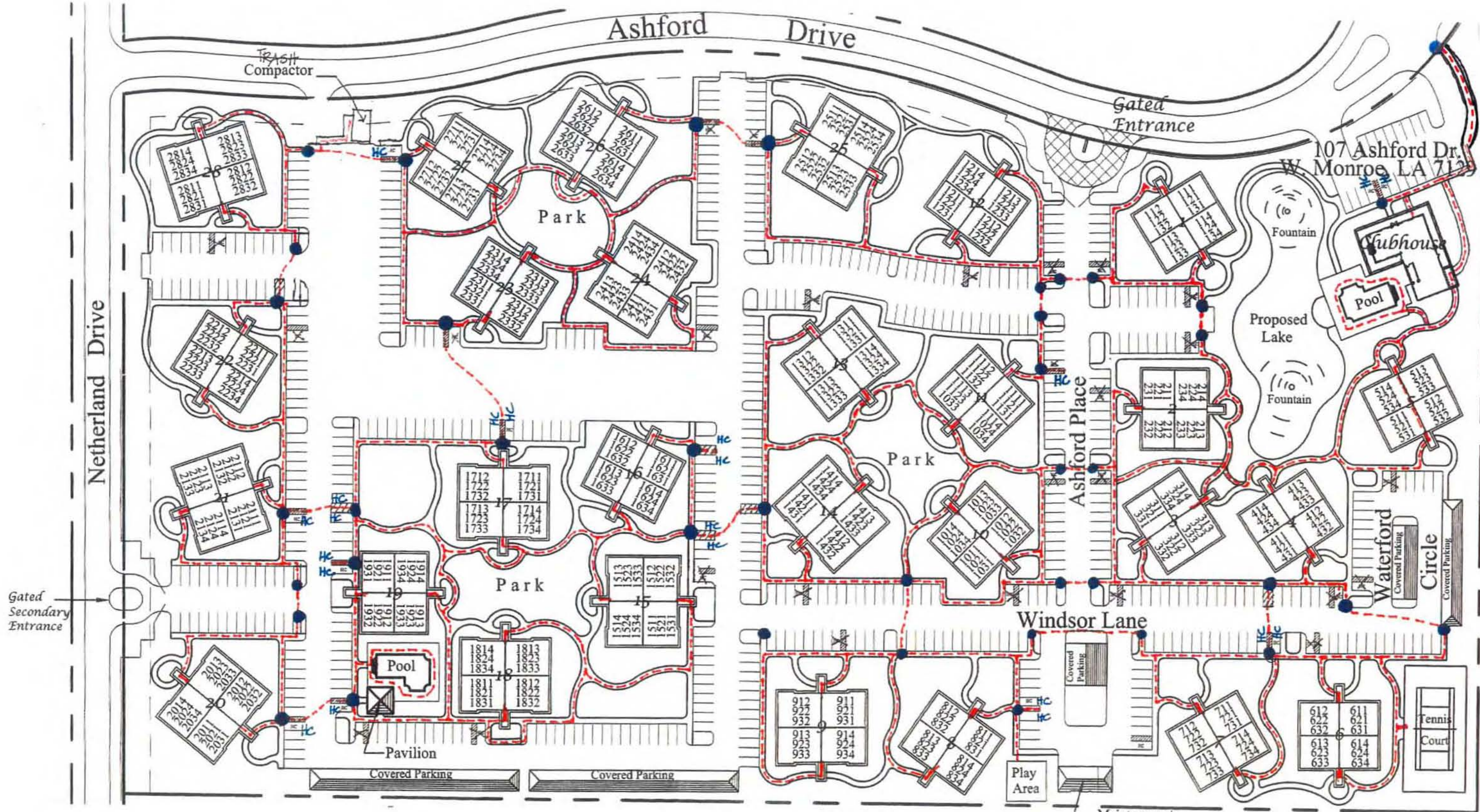
			Violation	Retrofit
	53	VI.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires “reinforcements in bathroom walls to allow later installation of grab bars” around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	
1	54	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit to certify that reinforcement has been installed compliant with FHAG, Requirement #6

APPENDIX G.1

PEDESTRIAN ROUTES FOR ASHFORD PLACE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Ashford Place Apartments in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)



107 Ashford Dr.
W. Monroe, LA 713

APPENDIX G.1

Ashford Place Apartments
Exterior Accessible Route Plan

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/09

APPENDIX G.2

PUBLIC AND COMMON USE RETROFITS AT ASHFORD PLACE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Ashford Place Apartments.

**APPENDIX G.2
PUBLIC AND COMMON USE RETROFITS AT
ASHFORD PLACE APARTMENTS**

			Violation	Retrofit
	1	I.	Regarding Fair Housing Act Design Requirement #1 - Accessible Building Entrance on an Accessible Route 42 U.S.C. SS 3604 (f)(3)(i) requires the various spaces, facilities, and elements of the buildings and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."	
	2		Accessible Pedestrian Approach Routes on the project site:	
	3	A.	At the following locations, the accessible routes from the parking areas to the building entrances have abrupt level changes greater than 1/4" without bevel or ramp features. [ANSI 4.5.2, Table 2]	
1	4	1	Building #4 – South, The approach walkway on the left side of Vestibule 411-412 at the intersection of concrete panels had of an abrupt level change of 3/4". 6944	Eliminate abrupt level change or grind edge of concrete panel to provide 1:2 bevel to make compliant with ANSI 4.5.2, Table 2
	8	C.	The routes from the parking spaces and walkways to building entrances have cross slopes exceeding 2.0% in the following locations. [ANSI 4.3.7 & 4.1 – Table 2]	
2	10	2	Building #4 - South, The concrete walkway at the intersection with the approach walkway on the left side of Vestibule 411-412, had a cross slope of 3.3%. 6942	Replace concrete with new concrete that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2
3	13	5	Building #6 - East, The concrete walkway at the east side of the building, at the southeast corner of Building #6, had a cross slope of 5.4%. 7019	Replace portion of concrete walkway with new walkway that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2
4	22	14	Building #12- North, The concrete approach walkway on the left side of Vestibule 1211-1212, had a cross slope of 5.5%. 7197	Replace portion of concrete walkway with new walkway that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2
5	32	24	Building #3- West, The concrete walkway on the west side of the building, had a cross slope of 3.3%, 0960	Replace portion of concrete walkway with new walkway that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2
6	34	26	Building #3- East, The concrete walkway on the east side of Building #3, at the intersection with the approach walkway to Vestibule 313-314, had a cross slope of 4.2%, 0970	Replace portion of concrete walkway with new walkway that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2

**APPENDIX G.2
PUBLIC AND COMMON USE RETROFITS AT
ASHFORD PLACE APARTMENTS**

			Violation	Retrofit
7	36	28	Building #5- West, The concrete walkway on the west side of the building, between the building and the lake, had a cross slope of 3.3%, 0975	Replace portion of concrete walkway with new walkway that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2
	71	E.	At the Vestibule side of the ground floor dwelling units the maneuvering surface at the primary exterior entrance doors to the following units is not level, with a ramped approach which exceeds 2.0%, and/or has an abrupt level change at a stoop greater than 1/4" without 1:2 beveled slope. [ANSI 4.13.6 & 4.5.2]	
8	75	4	Building #3 - Apt. 314 – The exterior side of the threshold had an abrupt level change of 1/2" without the required bevel. 0923	Add tapered 1:2 beveled polymer acrylic cementuous top coat or similar at exterior side of primary entry threshold and landing to make compliant with ANSI 4.13.6 and 4.5.2
9	78	7	Building #16 - Apt. 1614 – The exterior side of the threshold had an abrupt level change of 1/2" without the required bevel. 1456	Add tapered 1:2 beveled polymer acrylic cementuous top coat or similar at exterior side of primary entry threshold and landing to make compliant with ANSI 4.13.6 and 4.5.2
	114	K.	The accessible route was blocked by vehicles parked in the accessible path of travel in the following location. [ANSI 4.3.3]	
10	115	1	The marked crossing from the curb ramp at Building #1 to the curb ramp at Building #2 was blocked by the overhang of vehicles. 0904,0909,0910	Add new minimum 36" wide striped accessible route between these two existing curb ramps to make compliant with ANSI 4.3.3
	119	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and Usable Public and Common-use Areas. Clubhouse/Leasing Office Building	
	120	A.	The Community /Leasing Office building at the project had the following violations of the Fair Housing Act. [Fair Housing Accessibility Guidelines, Requirement #2, ANSI 1986]	
	121		Exterior Building Violations:	
	162	13	Mail Box Kiosk	
11	163	a.	The concrete walkway approaching the Mail Box Kiosk from the east side, had a cross slope of 5.3%. 7159 [ANSI 4.3.7]	Replace portion of concrete walkway with new walkway that measures maximum 2.0% cross slopes and is compliant with ANSI 4.3.7 & 4.1 - Table 2
	173	16	Pavilion Men's Rest Room	

**APPENDIX G.2
PUBLIC AND COMMON USE RETROFITS AT
ASHFORD PLACE APARTMENTS**

			Violation	Retrofit
12	175	b.	The interior side of the threshold at the entry door had an abrupt level change of 1/2". 7355 [ANSI 4.13.8]	Modify the threshold so that it is beveled 1:2 to comply with ANSI 4.13.8

APPENDIX G.3

INTERIOR RETROFITS AT ASHFORD PLACE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Ashford Place Apartments.

**APPENDIX G.3
 INTERIOR RETROFITS AT
 ASHFORD PLACE APARTMENTS**

		Violation		Retrofit
	182	VII.	Regarding Fair Housing Act Requirement #7 - Usable Kitchens and Bathrooms 42 U.S.C. § 3604 (f)(3)(C)(iii)(I) requires “an accessible route into and through the dwelling.”	
	183	A.	The following Fair Housing Act violations were present in the following units selected for survey:	
	193	IX.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires “reinforcements in bathroom walls to allow later installation of grab bars” around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	
1	194	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit confirming the presence of reinforcing in the bath walls of the units that is compliant with FHAG Requirement #6

APPENDIX H.1

PEDESTRIAN ROUTES FOR ISLAND PARK APARTMENTS (LOUISIANA)

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Island Park Apartments (Louisiana).

(Accessible Pedestrian Route Plan on following page)

APPENDIX H.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (LOUISIANA)

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Island Park Apartments (Louisiana).

APPENDIX H.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (LOUISIANA)

			Violation	Retrofit
	1	I.	<p>Regarding Fair Housing Act Design Requirement #1 - Accessible Building Entrance on an Accessible Route</p> <p>42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the buildings and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."</p> <p>There are violations of the Fair Housing Act at the following public and common-use locations on the site: [Fair Housing Accessibility Guidelines (FHAG), Requirements #1 & #2]</p>	
	2		Accessible Pedestrian Approach Routes on the project site:	
	4	B	The routes from the parking spaces and walkways to building entrances have cross slopes exceeding 2.0% in the following locations. [ANSI 4.3.7 & 4.1 - Table 2]	
1	16	12	Building #6 - North The concrete walkway at the north side of the building, at the intersection with the walkway at the east side of the building, had a cross slope of 3.3%. 7879	Replace approximately 10' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
2	17	13	Building #6 - East The concrete walkway at the east side of the building, between the building and parking lot, had a cross slope of 3.6%. 7880	Replace approximately 50' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
3	43	39	Building #3 - West The concrete walkway at the west side of the building, near the intersection with the walkway on the south side of the building, had a cross slope of 3.1%. 1933	Replace approximately 15' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
4	54	50	Building #5 - East The concrete walkway at the east side of the building, to the right of the approach walkway to Breezeway 525-528, had a cross slope of 4.2%. 2057	Replace approximately 12' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 and 4.1 -- Table 2
5	57	53	Building #7 - West The concrete walkway at the west side of the building, at the intersection with the walkway at the north side of the building, had a cross slope of 3.8%. 2113	Replace approximately 10' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2

APPENDIX H.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (LOUISIANA)

			Violation	Retrofit
6	66	62	Building #9 -- East The concrete walkway at the west side of the building, to the left of the approach walkway to Breezeway 913-916, between the approach walkway and the walkway at the north side of Building #9, had a cross slope of 3.2%. 2264	Replace approximately 5' 0" of walkway with new walkway that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
7	68-79	C.	The head height of the required accessible routes to the ground floor dwelling units from the parking areas and public streets/sidewalks is reduced to less than 80" by the unprotected undersides of the wall mounted electrical alarm box which protrudes out above the finished Breezeway deck in the following buildings at the following locations: Bldg. #2, Breezeway 213-216, Box protrudes out 8 3/8" at 48"; Bldg. #4, Breezeway 413-416, Box protrudes out 8 3/8" at 40 1/4"; Bldg. #6, Breezeway 613-616, Box protrudes out 8 3/8" at 40"; Bldg. #8, Breezeway 801-804, Box protrudes out 8 3/8" at 40"; Bldg. #10, Breezeway 1001-1004, Box protrudes out 8 3/8" at 46 3/4"; Bldg. #1, Breezeway 101-104, Box protrudes out 8 3/8" at 47"; Bldg. #3, Breezeway 313-316, Box protrudes out 8 3/8" at 31"; Bldg. #5, Breezeway 501-504, Box protrudes out 8 3/8" at 46 1/2"; Bldg. #7, Breezeway 725-728, Box protrudes out 8 3/8" at 40 1/4"; Bldg. #9, Breezeway 913-916, Box protrudes out 8 3/8" at 40"; Bldg. #9, Breezeway 1125-1128, Box protrudes out 6" at 45 1/2". 7741, 7786, 7863, 8045, 8112, 1797, 1925, 1992, 2139, 2246, 2299. [ANSI 1986, Section 4.4.2]	Install cane detection barrier compliant with ANSI 1986, Section 4.4.2
	80	D.	Curb Ramps leading from adjacent parking spaces and public streets/sidewalks to the entrance approach walks have running slopes exceeding 8.3%, and/or cross slopes exceeding 2.0%, the following locations. [ANSI 4.3.7 & 4.1 - Table 2]	
8	81	1	Building #4 - South The center section of the curb ramp had a cross slope of 4.7%. 7774	Install new curb ramp that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
9	85	5	Building #9 - East The right flare of the curb ramp had a running slope of 10.2% 2211.	Replace right flare of curb ramp with new flare that is compliant with ANSI 4.7
	89	F.	At the following locations the designated accessible parking stall lacked a sign with the international symbol for handicapped at the parking stall. [ANSI 4.6.1]	

APPENDIX H.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (LOUISIANA)

			Violation	Retrofit
10	90	1	Building 9 - East Accessible parking stall lacked handicapped signage. 2205,2214	Install sign that displays the international symbol of accessibility and is compliant with ANSI 4.28.5
	96	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and usable public and common-use areas.	
	97	A.	The Clubhouse/Leasing Office at the main project entrance had the following violations of the Fair Housing Act.	
	98		Exterior Building Violations:	
11	100	2	The curb ramp beginning at the pedestrian walkway to the public street, on the north side of the Leasing Office, had an abrupt level change of 1½" at the bottom of the ramp. 8048 [ANSI 4.5.2]	Modify curb ramp to eliminate abrupt change in level or install new curb ramp that is compliant with ANSI 4.5.2
	109	11	The Mail Box Corridor had the mail boxes mounted such that the key slot and outgoing mail drop exceeded the specified reach range for a forward or side approach. [ANSI 4.2.5, 4.2.6]	
12	111	b.	The out-going mail slot is mounted too high, at 66½", above the finished deck. 2663 [ANSI 4.2.5, 4.2.6]	Relocate out-going mail slot to 54" or lower to make compliant with ANSI 4.2.6.
	116		Interior Building Violations	
13	118	2.a.-b.	Leasing Office Women's Rest Room: a. The lavatory counter had a knee clearance too shallow, at 5 ½", less than the specified minimum 8" knee clearance. 8367 [ANSI 4.19.2.1]; b. The lavatory counter had a toe clearance too deep, at 7", exceeding the specified maximum 6" toe clearance. 8368 [ANSI 4.19.2.1]	Modify protection panel under lavatory to provide knee space that is compliant with ANSI 4.19.2.1
14	119	3.a.-b.	Leasing Office Men's Rest Room: a. The lavatory counter had a knee clearance too shallow, at 5 ½", less than the specified minimum 8" knee clearance. 8384 [ANSI 4.19.2.1]; b. The lavatory counter had a toe clearance too deep, at 7", exceeding the specified maximum 6" toe clearance. 8383 [ANSI 4.19.2.1]	Modify protection panel under lavatory to provide knee space that is compliant with ANSI 4.19.2.1
	123	5	Playground Area	
15	124	a.	The perimeter of the playground area had a wood curb which had an abrupt level change of 4" from the playground deck to the access walkway. 2096,2097,2098,2100 [ANSI 4.5.2]	Revise level change at interior side of play area using existing built-up wood mulch.
	125	6	Swimming Pool & Pavilion - South	

APPENDIX H.2

PUBLIC AND COMMON USE RETROFITS AT ISLAND PARK APARTMENTS (LOUISIANA)

			Violation	Retrofit
16	126	a.	At the approach walkway to the pavilion pedestrian gate, the maneuvering surface at the gate had a slope of 4.0%. 7939, 7940[ANSI 4.13.6]	Replace/modify the maneuvering surface to 2% slope or less in both directions to make compliant with 4.13.6
	129	7	Pool Pavilion Women's Rest Room	
17	130	a.	At the door to the Women's Rest Room, the maneuvering surface had a slope of 3.7%. 7961,7963 [ANSI 4.13.6]	Replace/modify the maneuvering surface to 2% slope or less in both directions to make compliant with 4.13.6
18	131	b.	At the entrance door to the Women's Rest Room, there was an abrupt level change at the edge of the swale, of 1½", without the 1:2 ratio beveled slope. 7964 [ANSI 4.5.2]	Correct abrupt level change at the edge of the swale at the entrance door to the Women's Rest Room to make compliant with ANSI 4.5.2
	134	8	Pool Pavilion Men's Rest Room	
19	135	a.	At the entrance door to the Men's Rest Room, the maneuvering surface had a slope of 4.0%. 7943,7944 [ANSI 4.13.6]	See line item 17, 130 for retrofit because it is same location-walkway faces both bathrooms.
20	136	b.	At the entrance door to the Men's Rest Room, there was an abrupt level change at the edge of the swale, of 1½", without the 1:2 ratio beveled slope. 7945 [ANSI 4.5.2]	Correct abrupt level change at the edge of the swale at the entrance door to the Men's Rest Room to make compliant with ANSI 4.5.2
	149	A.	The following Fair Housing Act violations were present in the following units selected for survey:	
21	150-152	1	At the following locations, at the units selected for survey, the primary entry door had, at the exterior side of the threshold, an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Bldg. #2, Apt. 204, 3/4" abrupt level change; Bldg. #6, Apt. 613, 3/4" abrupt level change. 2375, 2560. [FHAG, Requirement #4, guide (2)]	Add polymer acrylic cementuous top coat to provide a 2:1 bevel transition at exterior side of threshold landing to make compliant with FHAG, Requirement #4, guide (2)

APPENDIX H.3

INTERIOR RETROFITS AT ISLAND PARK APARTMENTS (LOUISIANA)

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Island Park Apartments (Louisiana).

**APPENDIX H.3
 INTERIOR RETROFITS AT
 ISLAND PARK APARTMENTS (LOUISIANA)**

			Violation	Retrofit
	155	V.	<p>Regarding Fair Housing Act Requirement #5 - Light Switches, Electrical Outlets, Thermostats and other environmental controls in accessible locations.</p> <p>42 U.S.C. § 3604(f)(3)(C)(iii)(II) requires "light switches, electrical outlets, thermostats, and other environmental controls [to be] in accessible locations."</p>	
	156	A.	The following Fair Housing Act violations were present in the following units selected for survey:	
	175	VI.	<p>Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars</p> <p>42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires "reinforcements in bathroom walls to allow later installation of grab bars" around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.</p>	
1	176	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit stating that reinforcing compliant with FHAG, Requirement #6 is present in the bath walls

APPENDIX I.1

PEDESTRIAN ROUTES FOR REFLECTIONS OF ISLAND PARK APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Reflections of Island Park Apartments.

(Accessible Pedestrian Route Plan on following page)

APPENDIX I.2

PUBLIC AND COMMON USE RETROFITS AT REFLECTIONS OF ISLAND PARK APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Reflections of Island Park Apartments.

**APPENDIX I.2
PUBLIC AND COMMON USE RETROFITS AT
REFLECTIONS OF ISLAND PARK APARTMENTS**

			Violation	Retrofit
	1	I.	Regarding Fair Housing Act Design Requirement #1 - Accessible Building Entrance on an Accessible Route -- 42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the buildings and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons." There are violations of the Fair Housing Act at the following public and common-use locations on the site [Fair Housing Accessibility Guidelines (FHAG), Requirements #1 & #2] -- Accessible Pedestrian Approach Routes on the project site:	
	4	B.	The routes from the parking spaces and walkways to building entrances have cross slopes exceeding 2.0% in the following locations. [ANSI 4.3.7 & 4.1 - Table 2]	
1	13	6	Building #8 -West The concrete walkway on the west side of the building, near the intersection with the approach walkway to Unit 803, had a cross slope of 4.1%. 8835	Replace approximately 10' 0" of walkway with new concrete walkway with maximum 2.0% cross slopes that is compliant with ANSI 4.3.7 & 4.1 - Table 2
2	24	D	The ramp provided for the handicapped unit in Building #8, leading to the covered porch of Unit 804, lacked compliance with specified requirements in the following areas: the handrail on each side at the top of the ramp lacked the minimum 12" extension beyond the top ramp segment parallel with the porch deck. 8833. [ANSI 4.8.1 & 4.3.7]	Add minimum 12" long extensions at existing handrails at the top of the ramp to make compliant with ANSI 4.8.1 & 4.3.7
3	40-41	H	Curb Ramps leading from adjacent parking spaces and public streets/sidewalks to the entrance approach walks have running slopes exceeding 8.3%, in the following locations: Bldg. 4, West, curb ramp at the northwest corner had a cross slope of 4.1%. 8692. [ANSI 4.3.7 & 4.1 - Table 2]	Replace curb ramp with new curb ramp with maximum 2.0% cross slope that is compliant with ANSI 4.3.7 & 4.1 -- Table 2
	51	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and usable public and common-use areas.	
	52	A.	The Clubhouse/Leasing Office at the main project entrance had the following violations of the Fair Housing Act.	
	53		Exterior Building Violations:	

**APPENDIX I.2
PUBLIC AND COMMON USE RETROFITS AT
REFLECTIONS OF ISLAND PARK APARTMENTS**

Violation

Retrofit

	66	9	Clubhouse Swimming Pool & Pool Deck	
4	71	11	The head height of the accessible route at the covered porch on the north side of the Clubhouse was reduced to less than 80" by the unprotected undersides of the wall mounted electrical boxes which protrudes into the path of travel, 8 3/8", 2988, at a height of 56 1/2" above the covered porch deck. 2990. [ANSI 4.4.2]	Add a cane detectable barrier below the electrical box to make compliant with ANSI 4.4.2

APPENDIX I.3

INTERIOR RETROFITS AT REFLECTIONS OF ISLAND PARK APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Reflections of Island Park Apartments.

**APPENDIX I.3
 INTERIOR RETROFITS AT
 REFLECTIONS OF ISLAND PARK APARTMENTS**

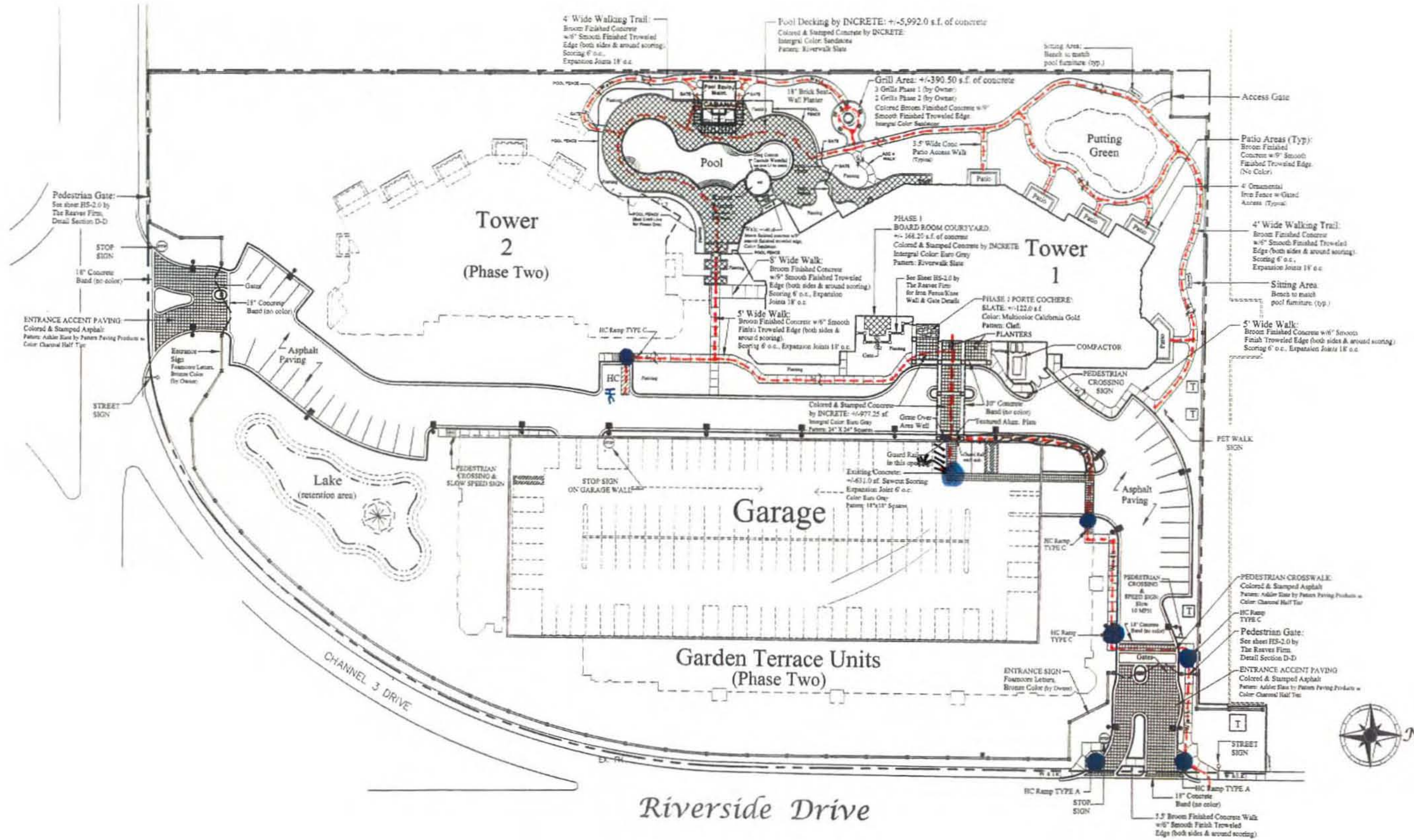
			Violation	Retrofit
	103	IV.	Regarding Fair Housing Act Requirement #4 - Accessible Route Into and Through the Covered Units 42 U.S.C. § 3604 (f)(3)(C)(iii)(I) requires "an accessible route into and through the dwelling."	
	104	A.	The following Fair Housing Act violations were present in the following units selected for survey:	
	118	VI.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires "reinforcements in bathroom walls to allow later installation of grab bars" around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	
1	119	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit stating that reinforcing compliant with FHAG Requirement #6 provided in ground floor unit bathrooms

APPENDIX J.1

PEDESTRIAN ROUTES FOR THE HORIZON

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at The Horizon in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)



APPENDIX J.1
 Horizon Condominiums
 Exterior Accessible Route Plan

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

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APPENDIX J.2

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APPENDIX J.3

**INTERIOR RETROFITS AT
THE HORIZON**

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at The Horizon.

**APPENDIX J.3
INTERIOR RETROFITS AT
THE HORIZON**

			Violation	Retrofit
	1	i.	Regarding Fair Housing Act Design Requirements #3 through Requirement #7	
	2		Condominium Units	
	3	A.	Of the condominium units selected for review, violations of the Fair Housing Act were noted in the following units:	
	4	1	Level Nine North Wing - Unit A1 - 1 Bedroom, Den, 2 Baths	
	5	a.	The Master Bath had rough-in plumbing for the water closet located 16" from the side wall, less than the specified 18" distance. 0059 [FHAG Requirement #7, guide (2)(a)(ii)]	
	9	4	Level Eight North Wing - Unit B1 - 2 Bedroom, 2 Baths	
1	10	a.	The back wall of the bathtub in the Hall Bath lacked wood blocking for the lower of the double grab bar installation on the tub back wall. 0122, 0124, 0125 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for the lower of the double grab bar installation on the tub back wall compliant with FHAG Requirement #7, guide (2)(a)
2	11	b.	The back wall of the bathtub in the Master Bath lacked wood blocking for the lower of the double grab bar installation on the tub back wall. 0142, 0144, 0145 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for the lower of the double grab bar installation on the tub back wall compliant with FHAG Requirement #7, guide (2)(a)
3	13	d	The side wall at the water closet in the provided only partial wood blocking for the installation of a side grab bar. 0147, 0148 [FHAG Requirement #6, Figure 3]	Provide affidavit confirming the presence of wood blocking for the installation of a side grab bar that is compliant with FHAG Requirement #6, Figure 3
	14	5	Level Eight North Wing - Unit C1 - 3 Bedroom, 2.5 Baths	
4	15	a,	The rear wall at the water closet provided only partial wood blocking for the installation of a rear grab bar centered on the water closet. 0158, 0160 [FHAG Requirement #6, Figure 3]	Provide affidavit confirming the presence of wood blocking for the installation of a rear grab bar centered on the water closet that is compliant with FHAG Requirement #6, Figure 3
5	16	b.	The back wall of the bathtub in the Hall Bath lacked wood blocking for the lower of the double grab bar installation on the tub back wall. 0163, 0165, 0166 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for the lower of the double grab bar installation on the tub back wall compliant with FHAG Requirement #7, guide (2)(a)
6	17	c.	The back wall of the bathtub in the Master Bath lacked wood blocking for the lower of the double grab bar installation on the tub back wall. 0182, 0183 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for the lower of the double grab bar installation on the tub back wall compliant with FHAG Requirement #7, guide (2)(a)

**APPENDIX J.3
INTERIOR RETROFITS AT
THE HORIZON**

			Violation	Retrofit
	18	6	Level Eight North Wing - Unit B2 - 2 Bedroom, 2 Baths	
7	20	b.	The back wall of the bathtub in the Master Bath lacked wood blocking for the lower of the double grab bar installation on the tub back wall. 0210, 0211 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for the lower of the double grab bar installation on the tub back wall compliant with FHAG Requirement #7, guide (2)(a)
8	21	c.	The back wall of the bathtub in the Hall Bath lacked wood blocking for the double grab bar installation on the tub back wall. 0221, 0222 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for the lower of the double grab bar installation on the tub back wall compliant with FHAG Requirement #7, guide (2)(a)
9	22	d	The wall at the faucet end of the bathtub in the Hall Bath lacked wood blocking for a grab bar installation. 0226 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit confirming the presence of wood blocking for a grab bar installation that is compliant with FHAG Requirement #7, guide (2)(a)
	23	7	Level Eight North Wing - Unit A1 - 1 Bedroom, Den, 2 Baths	
10	24	a	The back wall of the bathtub in the Master Bath lacked wood blocking for the double grab bar installation on the tub back wall. 0254, 0256 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit stating that wood blocking was provided and/or revised within 6" of corner and within 6" high of bathtub rim (see FHADM 6.9 for reinforcing diagram at conventional bathtub)
11	26	c.	The rear wall at the water closet provided only partial wood blocking for the installation of a rear grab bar centered on the water closet. 0260 [FHAG Requirement #6, Figure 3]	Provide affidavit confirming the presence of wood blocking for the installation for a rear grab bar centered on the water closet that is compliant with FHAG Requirement #6, Figure 3
	27	8	Level Two North Wing - Unit B4 - 3 Bedroom, Den, 3 Baths	
12	28	a	The back wall of the bathtub in the Bedroom #2 Bath lacked wood blocking for the double grab bar installation on the tub back wall. 0289, 0293, 0394 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit stating that wood blocking was provided and/or revised within 6" of corner and within 6" high of bathtub rim (see FHADM 6.9 for reinforcing diagram at conventional bathtub)
13	31	d	The back wall of the bathtub in the Master Bath lacked wood blocking for the double grab bar installation on the tub back wall. 0319, 0320 [FHAG Requirement #7, guide (2)(a)]	Provide affidavit stating that wood blocking was provided and/or revised within 6" of corner and within 6" high of bathtub rim (see FHADM 6.9 for reinforcing diagram at conventional bathtub)
14	32	e	The side wall at the water closet in the Master Bath provided only a 24" length, less than the specified minimum 36" length required for a side grab bar. 0324, 0326 [FHAG Requirement #6, Figure 3]	Provide affidavit confirming the presence in all 3 bedroom, den, 3 bath units (Type B4), of wood blocking for fold down grab bar compliant with FHAG Requirement #6, Figure 3

**APPENDIX J.3
INTERIOR RETROFITS AT
THE HORIZON**

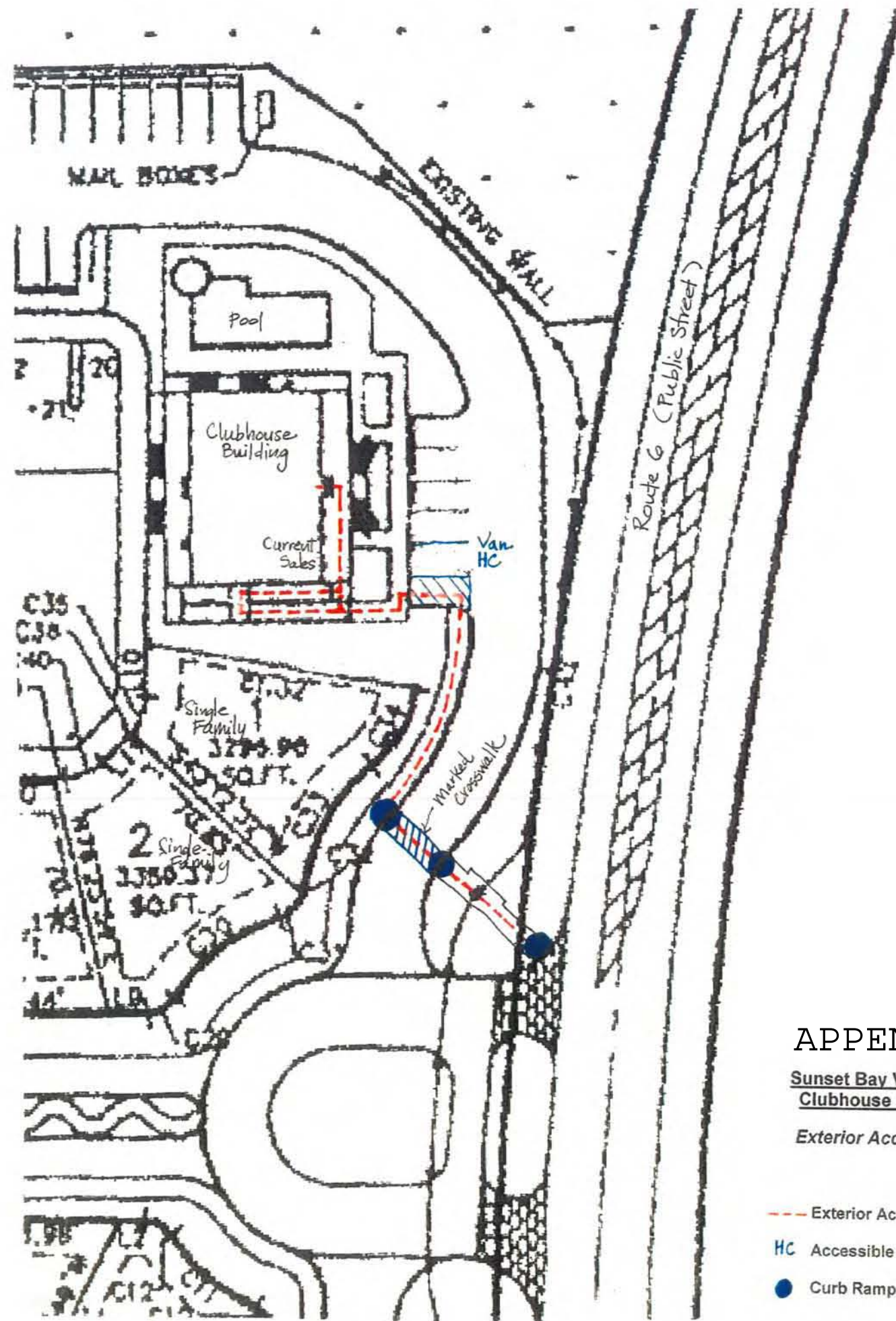
			Violation	Retrofit
	33	B.	Stairwell - North Wing	
15	34	a	The valve for the standpipe projected into the accessible passageway and was mounted, at 40", less than the specified 80" minimum clear headroom height, and projected, at 9", greater into the passageway than the specified maximum 4" projection. 0107, 0108, 0109 [FHAG Requirement #2]	At north wing stairwell add a cane detectable barrier at the existing projecting standpipe to make compliant with FHAG Requirement #2
	35	C.	Mock-Up of Typical Exterior Wall Openings The full size scale mock-up model of typical windows, and sliding glass doors used to access the balcony, was constructed for the purpose of testing wind and water penetration of the openings, and had the following violations that would be typical when installed in the condominiums.	
16	36	a	The threshold on the interior side of the sliding glass door had an abrupt level change of 2 1/4" in height. 0464, 0466, 0467, 0471 [FHAG Requirement #4, guide (2)]	At 147 total units, at the exterior balcony sliding doors, for exterior thresholds that measure 3/4" high, provide a 1:2 beveled transition strip. For any interior threshold that exceeds 3/4" high, provide a retrofit ramp at the interior side (either surface applied, tapered/sloped concrete, or similar depending on the finished floor surface) no greater than 1:12 (8.33%) to make compliant with FHAG Requirement #4, guide (2)

APPENDIX K.1

PEDESTRIAN ROUTES FOR SUNSET BAY VILLAS AT BON SECOUR

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Sunset Bay Villas at Bon Secour in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)



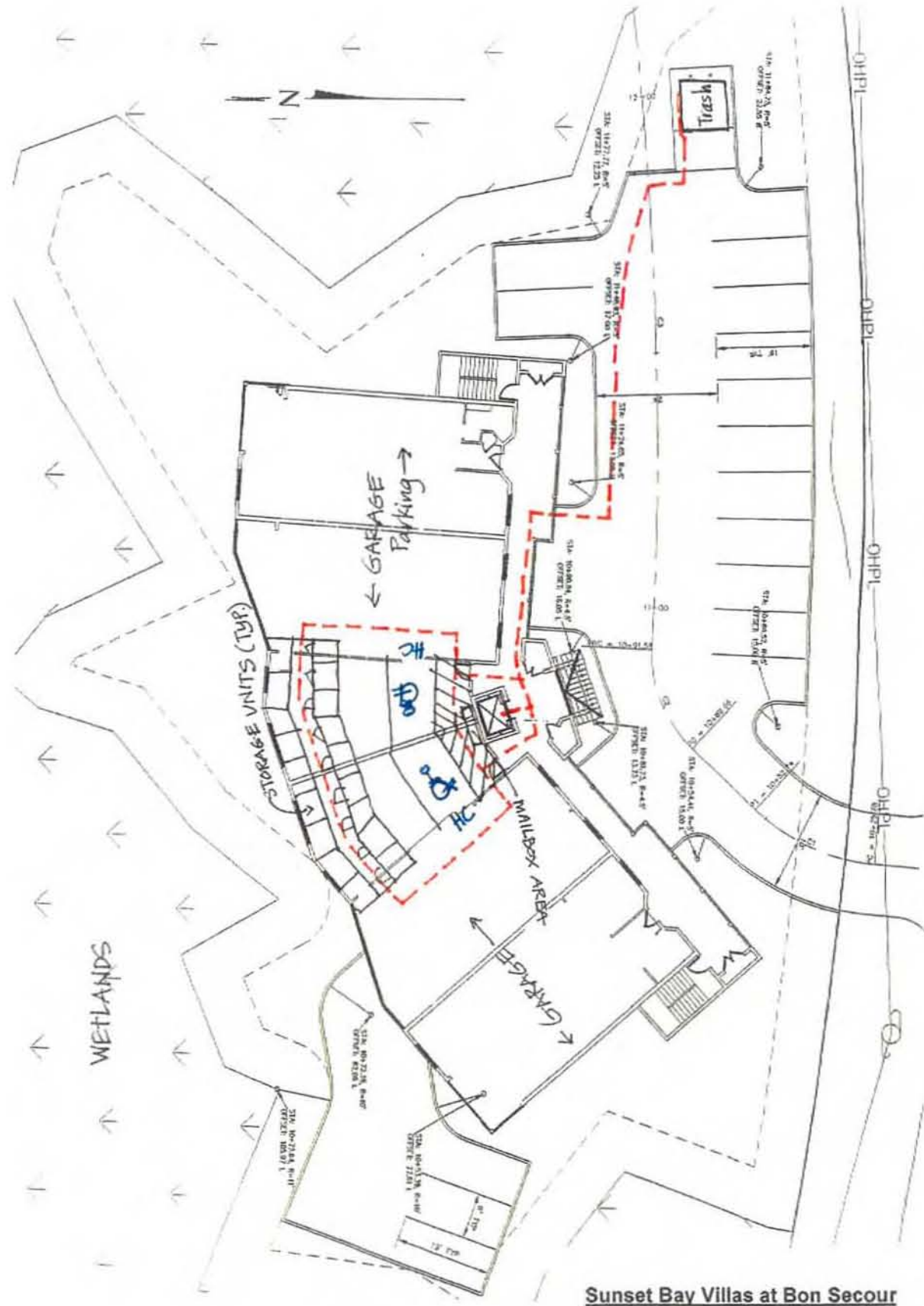
APPENDIX K.1

Sunset Bay Villas at Bon Secour Clubhouse and Sales Building

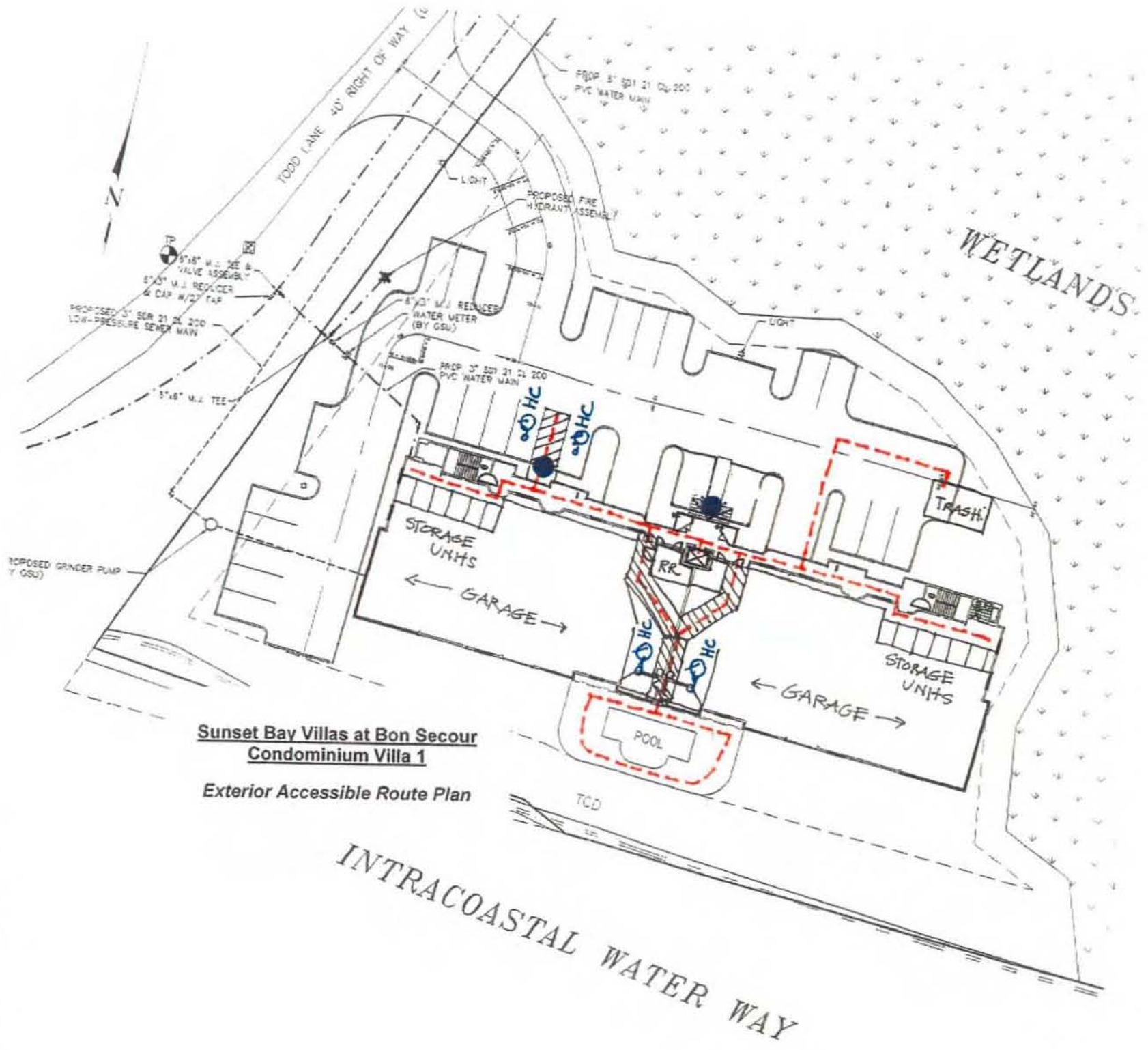
Exterior Accessible Route Plan

- Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/09



**Sunset Bay Villas at Bon Secour
Condominium Villa 2**
Exterior Accessible Route Plan



**Sunset Bay Villas at Bon Secour
Condominium Villa 1**
Exterior Accessible Route Plan

APPENDIX K.1
Sunset Bay Villas at Bon Secour
Condominium Villas 1 & 2
Exterior Accessible Route Plans

- - - Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/09

APPENDIX K.2

**PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Sunset Bay Villas at Bon Secour.

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
	1		Part I: Island Villas Condominiums Phase I	
	2		<p>PART I: ACCESSIBLE AND USABLE PUBLIC AND COMMON USE AREAS</p> <p>42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the building and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."</p>	
	3	I	Regarding Fair Housing Act Design Requirement #1 - Accessible building entrance on an accessible route.	
1	5	B.	At the end of the access aisle adjacent to the accessible parking at the front of the building, there is a lack of an accessible pedestrian approach route to the stairs, elevator, or common-use facilities, without having to use a vehicular route in the driveway. 1428, 1429, 1535, 1601 [FHAG, Requirement #1 & #2, ANSI 1986, Section 4.3.2]	Install new concrete walkway located at the head of the existing access aisle, between the two designated accessible parking stalls, that connects directly into the garage structure to make compliant with FHAG Requirement #1 & #2 and ANSI 1986, Section 4.3. Also, remove approximately 4' 0" by minimum 36" wide strip of landscaping located between the garage structure and the exterior accessible parking spaces.
2	15-23	F	At the exterior corridor side of the primary entrance doors to the condominium units, the specified overall change of level of 1 1/4" (3/4" for the threshold plus 1/2" for the stoop) in height was exceeded in the following units: Level 4, condo. 801, 1 7/8"; Level 4, Condo. 805, 1 3/8"; Level 2, Condo. 600, 1 3/4"; Level 2, Condo. 601, 1 3/4"; Level 2, Condo 602, 1 3/4"; Level 2, Condo 603, 1 7/8"; Level 2, Condo. 604, 1 5/8"; Level 2, Condo 605, 1 5/8". 1574, 1592, 1622, 1627, 1632, 1639, 1645, 1649. [FHAG, Requirement #2, ANSI 1986, Section 4.13.8]	Install a new polymer acrylic cementuous topping slab at maximum 12" wide along the length of, and parallel to, the entry door that measures no more than 1:12 (8.33%) ramped slope, has no more than a 1/4" vertical level change at the top and bottom of the transition and is compliant with FHAG, Requirement #2 and ANSI 1986, Section 4.13.8

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
3	26, 28, 30-35	G	At the exterior corridor side of the condominium units the maneuvering surface at the primary exterior entrance doors to the following units is not level, with a ramped approach which exceeds 2.0%: Level 4, Condo. 801, maneuvering surface ramp 13.2% slope at threshold ("s.a.t."), maneuvering surface 2.3% slope at the entry door ("s.e.d."); Level 4, Condo. 805, 7.9% s.a.t.; Level 2, Condo. 600, 12.3% s.a.t., 2.4% s.e.d.; Level 2, Condo. 601, 8.3% s.a.t.; Level 2, Condo. 602, 10.8% s.a.t.; Level 2, Condo 603; 10.8% s.a.t.; Level 2, Condo 604, 10.7% s.a.t.; Level 2, Condo. 605, 11.7% s.a.t. 1572-1573, 1590-1591, 1620-1621, 1626, 1631, 1638, 1644, 1648. [FHAG, Requirement #2, ANSI 1986, Section 4.13.6]	See line item 2, 15-23. With the fix specified in line item 2, 15-23, the maneuvering surface will be modified to be compliant with FHAG Requirement #2 and ANSI 1986, Section 4.13.6.
4	36-39, 41-43, 46, 48, 51	H.	At the exterior corridor side of the following condominium units, the sill at the primary exterior entrance doors had an abrupt level change at a stoop greater than 1/4" without a 1:2 ratio beveled slope: Level 5, Condo. 905, 1/2"; Level 5, Condo. 904, 1/2"; Level 5, Condo 903; 1/2"; Level 5, Condo 901, 1/2"; Level 5, Condo. 900, 1/2"; Level 4, Condo 800, 1/2"; Level 4, Condo. 804, 1/2"; Level 3, Condo 704, 1/2"; Level 3, Condo. 700, 5/8". 1541, 1545, 1548, 1559, 1563, 1571, 1589, 1600, 1617. [FHAG, Requirement #2, ANSI 1986, Section 4.13.6, 4.5.2]	Install new 1:2 beveled polymer acrylic cementuous transition at the exterior side of the entry door and threshold landing to make compliant with FHAG Requirement #2 and ANSI 1986, Sections 4.13.6 and 4.5.2
	52	II	Regarding Fair Housing Act Design Requirement #2 -Accessible and usable public and common-use areas.	
	64		Interior Building Violations:	
	71	2	Owner Storage Units	
5	72	a.	a. The pull cord that operates the ceiling mounted light fixture extends down to 72" above the finished floor, out of the 54" reach range for a side approach, and requires tight pinching due to the lack of a device that can be grasped by the user. 1496 [ANSI 4.2.6 & 4.25.4]	Extend pull cord and add a device to make compliant with ANSI 4.2.6
	121		Part II: Island Villas Condominiums Phase II	

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
	122		<p>PART I: ACCESSIBLE AND USABLE PUBLIC AND COMMON USE AREAS</p> <p>42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the building and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."</p>	
	123	I.	Regarding Fair Housing Act Design Requirement #1 - Accessible building entrance on an accessible route.	
6	133-136	E.	At the exterior corridor side of the primary entrance doors to the following condominium units, the specified overall change of level of 1 1/4" (3/4" for the threshold plus 1/2" for the stoop) in height was exceeded in the following units: Level 2, Condo. 203, 2 1/4"; Level 2, Condo 202, 1 1/2"; Level 2, Condo 201, 1 3/4". 1979, 1986, 1991. [FHAG, Requirement #2, ANSI 1986, Section 4.13.8]	See line item 7, 137, 140-143, for fix.
7	137, 140-143	F.	At the exterior corridor side of the following condominium units the maneuvering surface at the primary exterior entrance doors to the following units is not level, with a ramped approach which exceeds 2.0%: Level 2, Condo 203, maneuvering surface ramp of 7.3% slope at threshold ("s.a.t."); Level 2, Condo. 202, 7.5% s.a.t.; Level 2, Condo. 201, 6.9% s.a.t.; Level 2, Condo. 200, 7.0% s.a.t. 1976, 1984, 1989, 1994. [FHAG, Requirement #2, ANSI 1986, Section 4.13.6]	At Units #200, 201, 202, and 203, install a new polymer acrylic cementuous topping slab at maximum 12" wide along the length of, and parallel to, the entry door that measures no more than 1:12 (8.33%) ramped slope, has no more than a 1/4" vertical level change at the top and bottom of the transition and is compliant with FHAG, Requirement #2 and ANSI 1986, Section 4.13.8

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
8	144, 146-147, 149-153, 155-156	G	At the exterior corridor side of the following condominium units, the sill at the primary exterior entrance doors had an abrupt level change at a stoop greater than 1/4" without a 1:2 ratio beveled slope: Level 5, Condo. 501, 1/2"; Level 5, Condo. 502, 1/2"; Level 4, Condo. 403, 3/4"; Level 4, Condo. 402, 3/4"; Level 4, Condo. 401; 7/8"; Level 4, Condo. 400, 5/8"; Level 3, Condo. 300, 1/2"; Level 3, Condo. 302, 5/8"; Level 3, Condo. 303, 1/2". 1923, 1928, 1939, 1944, 1947, 1952, 1960, 1968, 1973. [FHAG, Requirement #2, ANSI 1986, Section 4.13.6, 4.5.2]	Install a new 1:2 beveled polymer acrylic cementitious transition at the exterior side of the entry door to make compliant with FHAG, Requirement #2, ANSI 1986, Section 4.13.6 and Section 4.5.2
	209		Part III: Sales Office/Clubhouse & Harbor Dock Pavilion	
	210		PART I: ACCESSIBLE AND USABLE PUBLIC AND COMMON USE AREAS 42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the building and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."	
	211	I.	Regarding Fair Housing Act Design Requirement #1 - Accessible building entrance on an accessible route.	

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
9	212	A.	<p>There is a lack of an accessible pedestrian approach route from the public street, County Road #6, on either side of the vehicle approach drive to the Sales Office/Clubhouse building. 1966, 1968, 1969, 1970 [FHAG, Requirement #1 & #2, ANSI 1986, Section 4.3.2]</p>	<p>Provide a new connecting accessible route from the public street to the existing walkway and van accessible parking access aisle in front of the clubhouse building, which connects to the entry door. Solution includes the following: Provide new portion of walkway at both sides of the existing brick "gated" wall which will pass through the existing arched opening; add two new curb ramps at each end of the walkways (curb ramps to provide detectable warnings); provide new resident gate at brick (remove existing metal fencing at brick opening and assure that the gate provides a minimum 18" wide pull-side and minimum 12" push-side maneuvering space at pad); and stripe a new minimum 36" wide accessible route crossing the vehicle entry drive. Coordinate this solution with new striping and new layout of van accessible parking space in front of the clubhouse building. Make compliant with FHAG, Requirement #1 & #2, ANSI 1986, Section 4.3.2</p>
10	213-216	B.	<p>The approach walkway that begins opposite the vehicle entry gate and continues to the Sales Office, had cross slopes which exceeded the specified maximum 2.0% slope in the following locations: a. The approach walkway adjacent to the accessible parking space, had a cross slope of 3.7%; b. The approach walkway adjacent to the accessible parking space and intersection with the brick walkway, had a cross slope of 2.8%; c. The brick approach walkway at the head of the parking spaces at the left side of the building front porch, had a cross slope of 4.2%. 2025, 2026, 2028. [ANSI 4.3.7]</p>	<p>As part of the new accessible route plan (connecting both the van accessible parking space and the public street to the sales entry door), re-work portions of the walkway that are along the accessible route, approximately one square of walkway. Note that the brick walkway should no longer be part of the accessible route per the new striping and new layout of van accessible parking space in front of the clubhouse building. Make compliant with ANSI 4.3.7.</p>
11	224	E.	<p>At the head of the accessible parking space, the sign with the international symbol for the handicapped was mounted too low, at 27". 2080,2081 [ANSI 4.6.2]</p>	<p>Add a new post-mounted sign (van accessible space featuring international symbol of accessibility at 60" high located at the head of the parking stall. Make compliant with ANSI 4.6.2.</p>

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
	225	F.	The accessible pedestrian ramp from the ground level to the deck of the front entry porch to the Sales Office had the following barriers.	
12	226	a,	a. The intersection of the brick approach walkway and the base of the wood ramp had an abrupt level change of ½". 2082, 2084 [ANSI 4.5.2]	Add new 1:2 bevel polymer acrylic cementuous transition at the bottom of the ramp to make compliant with ANSI 4.5.2
13	229	d	d. The pedestrian ramp at the entrance to the Sales Office on the east side of the building, lacked a specified handrail on each side of the ramp at both the lower and upper runs of the ramp. 2085, 2097 [ANSI 4.8.5]	Replace existing handrails with new compliant handrails on each side of the switchback ramp to make compliant with ANSI 4.8.5
14	239-243	H.	Clubhouse Swimming Pool: a. the maneuvering surface on the outside of the pedestrian gate at the north side of the pool, had a slope of 6.1%, exceeding the specified maximum 2.0% slope. 2048 [ANSI 4.13.6]; b. at the sill of the pedestrian gate at the north side of the pool, there was an abrupt level change of ½" at the intersection of the brick walkway and the wood pool deck. 2048, 2049 [ANSI 4.5.2]; c. at the pedestrian gate at the north side of the pool, the device to operate the gate latch was mounted too high, at 58", exceeding the reach range for a forward or side approach. 2052 [ANSI 4.2.5 & 4.2.6]; d. the wall mounted emergency phone box protrudes into the accessible route greater, at 7", than the specified maximum 4" projection, with the underside at 31" above the deck, less than the specified minimum 80" clear headroom. 2072, 2074, 2076 [ANSI 4.4.1 & 4.4.2]	Owner to implement policy that allows residents at Villa Phase 1 and Phase 2 buildings to use the fully compliant and accessible pool located at Villa Phase 1 Building. Signs will be posted regarding the policy.
	244	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and usable public and common-use areas.	
	245	A	The accessible and common-use areas had the following violations of the Fair Housing Act.	
	246		Building Exterior Violations:	

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
	247	1	The lanterns at the porch of the Sales Office building were mounted less than the specified 80" clearance beneath protruding objects, and projected greater than the specified maximum 4" projection into passageways in the following locations. [ANSI 4.4.1 & 4.4.2]	
15	248	a.	a. The lanterns on either side of the primary Sales Office entrance at the north side of the building, were mounted only 72" above the wood deck, and projected out 7". 2114, 2115, 2116, 2117	Install permanent planters below the two exterior lanterns to make compliant with ANSI 4.4
	257	2	Harbor Side Clubhouse Exercise Room	
16	259	b	b. From inside the Exercise room of the Clubhouse, the pull side, latch side, approach to the room exit door provided only a 44" clearance, less than the specified 60" required clearance. 2180, 2181 [ANSI 4.13.6]	Relocate exercise equipment to provide adequate maneuvering clearance and to make compliant with ANSI 4.13.6
17	260	c	c. The placement of equipment within the Exercise room reduces the accessible route to less than the specified minimum 36" clear width by a width of only 28", 2182, 2183; by a width of only 13", 2185; and by a width of only 19", 2186, 2187, 2189 [ANSI 4.3.3]	Relocate exercise equipment to provide a minimum 36" clear width for aisle between all equipment and to make compliant with ANSI 4.3.3
18	262	e	e. The force to open the door to the Exercise room from the Lobby corridor exceeded, at 16 lbs., the specified maximum pound-force of 5 lbs. for an interior hinged door. 2192 [ANSI 4.13.11(2)(b)]	Adjust door closer to 5 lbs. maximum to make compliant with ANSI 4.13.11(2)(b)
	266	4	Clubhouse Business Center	
19	267	a.	a. The force to open the door to the Business Center from the corridor side exceeded, at 16 lbs., the specified maximum pound-force of 5 lbs. for an interior hinged door. 2220 [ANSI 4.13.11(2)(b)]	Adjust door closer to 5 lbs. maximum to make compliant with ANSI 4.13.11(2)(b)
	269	5	Sales Office Women's Rest Room	
20	270	a	a. The bottom side of the ceiling mounted chandelier extends down to 73 ½" above the finished floor, less than the specified 80" minimum clear headroom. 2244 [ANSI 4.4.2]	Adjust the ceiling fixture chain to provide minimum 80" headroom clearance and make compliant with ANSI 4.4.2

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
21	271	b	b. The mirror at the lavatory counter was mounted too high, at 43" above the finished floor, exceeding the specified maximum 40" height of the bottom edge of the reflective surface. 2245, 2246 [ANSI 4.19.6]	Lower the existing mirror or add a secondary mirror to make compliant with ANSI 4.19.6
22	273	d	d. The alcove for the water closet lacked the specified grab bars on the side and rear walls. 2265, 2267 [ANSI 4.16.4]	Install new rear and side grab bars to make compliant with ANSI 4.16.4
	274	6	Sales Office Men's Rest Room	
23	275	a	a. The mirror at the lavatory counter was mounted too high, at 43 3/4" above the finished floor, exceeding the specified maximum 40" height of the bottom edge of the reflective surface. 2277,2278 [ANSI 4.19.6]	Lower the existing mirror or add a secondary mirror to make compliant with ANSI 4.19.6
24	278	d	d. The bottom side of the ceiling mounted chandelier extends down to 73 1/2" above the finished floor, less than the specified 80" minimum clear headroom. 2303 [ANSI 4.4.2]	Adjust the ceiling fixture chain to provide minimum 80" headroom clearance and make compliant with ANSI 4.4.2
	281		Harbor Dock Pavilion	
	287		Building Interior Violations:	
25	288-295	1	Pavilion Rest Room - North (Clubhouse side): a. the door to the rest room on the Clubhouse side of the Pavilion had hardware that required tight grasping, pinching, or twisting of the wrist to operate. (knob hardware provided). 2328, 2330 [ANSI 4.13.9]; b. the hot and drain piping at the lavatory was not insulated or otherwise protected. 2332, 2333 [ANSI 4.19.4]; c. the water closet lacked specified grab bars on the rear and side walls. 2336 [ANSI 4.16.4]; d. the water closet was mounted too far, at 22", from the side wall, exceeding the specified 18" mounting distance. 2337 [ANSI 4.16.2]; e. the toilet tissue dispenser was mounted too far, at 40", from the rear wall, exceeding the specified 36" maximum distance. 2339, 2340 [ANSI 4.16.6, Figure 30(d)]; f. the threshold at the inside of the rest room, had an abrupt level change of 1 1/4" without the 1:2 ratio beveled slope. 2342, 2343 [ANSI 4.5.2]; g. the threshold at the outside of the rest room, had an abrupt level change of 1 1/4" without the 1:2 ratio beveled slope. 2344, 2345 [ANSI 4.13.8]	Install new directional signage compliant with ADA Standard 4.30 (wall mounted on Harbor Deck Pavilion) indicating that there is an accessible restroom located within the clubhouse building

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
26	296-304	2	<p>Pavilion Rest Room - South (Intra-costal water way side): a. the door to the rest room on the Clubhouse side of the Pavilion had hardware that required tight grasping, pinching, or twisting of the wrist to operate. (knob hardware provided). 2347, 2365 [ANSI 4.13.9]; b. the hot and drain piping at the lavatory was not insulated or otherwise protected. 2348,2350 [ANSI 4.19.4]; c. the water closet lacked specified grab bars on the rear and side walls. 2353 [ANSI 4.16.4]; d. the water closet was mounted too far, at 22", from the side wall, exceeding the specified 18" mounting distance. 2354 [ANSI 4.16.2]; e. the flush control on the water closet was not mounted on the open side. 2359 [ANSI 4.16.5]; f. the toilet tissue dispenser was mounted too far, at 39", from the rear wall, exceeding the specified 36" maximum distance. 2357, 2358 [ANSI 4.16.6, Figure 30(d)]; g. the threshold at the inside of the rest room, had an abrupt level change of 1 1/4" without the 1:2 ratio beveled slope. 2342, 2343 [ANSI 4.5.2]; h. the threshold at the outside of the rest room, had an abrupt level change of 1 1/4" without the 1:2 ratio beveled slope. 2344, 2345 [ANSI 4.13.8]</p>	<p>Install new directional signage compliant with ADA Standard 4.30 (wall mounted on Harbor Deck Pavilion) indicating that there is an accessible restroom located within the clubhouse building</p>
	305		<p>DESIGN AND CONSTRUCTION VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990 The Americans with Disabilities Act "prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by [28 CFR Part 36]." Refer: 28 CFR Part 36 Appendix A to Part 36 - Standards for Accessible Design - ADA Accessibility Guidelines for Buildings and Facilities.</p>	
	306		<p>The public areas of the Sales Office have the following violations of the ADA Standard for Accessible Design Act:</p> <p>Building Exterior Violations:</p>	

**APPENDIX K.2
PUBLIC AND COMMON USE RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
27	313	4	A "Van accessible" parking space is not provided on the shortest possible route to the Leasing Office, along with a lack of an adjacent 96" wide access aisle, and a lack of a "Van accessible" sign mounted below the symbol of accessibility. 2014, 2015 [ADA Standard 4.6.2, 4.6.3, & 4.6.4, Figure 9]	As part of the new accessible route plan (connecting both the van accessible parking space and the public street to the sales entry door) re-stripe a new minimum 8' 0" wide access aisle and 8' 0" wide accessible parking space such that the access aisle is aligned with the ramped walkway leading to the main entry door. Make compliant with ADA Standard 4.6.2, 4.6.3 & 4.6.4, Figure 9.
	324	2	Sales Office Women's Rest Room	
28	329	e	e. The signage for the Women's Rest Room was mounted too low, at 36", less than the specified 60" height above the finished floor. 2240, 2241 [ADA Standard 4.30.6]	Raise signage to comply with ADA Standard 4.30.6
	330	3	Sales Office Men's Rest Room	
29	335	e	e. The signage for the Men's Rest Room was mounted too low, at 36", less than the specified 60" height above the finished floor. 2272, 2273 [ADA Standard 4.30.6]	Raise signage to comply with ADA Standard 4.30.6

APPENDIX K.3

INTERIOR RETROFITS AT SUNSET BAY VILLAS AT BON SECOUR

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Sunset Bay Villas at Bon Secour.

**APPENDIX K.3
INTERIOR RETROFITS AT
SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
			Phase I - 3944 Todd Lane	
	84	IV	Regarding Fair Housing Act Requirement #4 - Accessible Route Into and Through the Covered Units 42 U.S.C. § 3604 (f)(3)(C)(iii)(I) requires "an accessible route into and through the dwelling."	
	85	A	The following Fair Housing Act violations were present in the following units selected for survey:	
1	86-89	1	At the following locations, at the units selected for survey, the primary entry door at the interior side of the threshold had an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Level 2, Condo. 600, 5/8"; Level 5, Condo. 901, 3/4"; Level 5, Condo. 903, 3/4". 1575f, 1661f, 1719f. [FHAG, Requirement #4, guide (2)]	In all units, install a 1/2" transition strip at the interior door threshold that provides a 1:2 bevel to make compliant with FHAG, Requirement #4, guide (2)
2	90-93	2	At the following locations, at the units selected for survey, the horizontal sliding door between the Living Room and Balcony had at the interior side, an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Level 2, Condo. 600, 1 3/4"; Level 5, Condo. 901, 1 3/4"; Level 5, Condo. 903, 2 1/4". 1623f, 1624f, 1697f, 1698f, 1765f, 1766f. [FHAG, Requirement #4, guide (2)]	In all units, install a beveled strip to the underside of the carpeting such that the vertical level transition does not exceed 12" wide or exceed maximum 8.33% slope, and is compliant with FHAG, Requirement #4, guide (2). Where there is no carpeting, provide a sloped transition strip on the hard surface to make compliant with FHAG Requirement #4, guide (2).
3	94-97	3	At the following locations, at the units selected for survey, the door between the Master Bedroom and Balcony had at the interior side, an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Level 2, Condo. 600, 1 3/8"; Level 5, Condo. 901, 1 1/4"; Level 5, Condo. 903, 1 3/4". 1644f, 1647f, 1705f, 1707f, 1789f, 1790f. [FHAG, Requirement #4, guide (2)]	In all units, install a beveled strip to the underside of the carpeting such that the vertical level transition does not exceed 12" wide or exceed maximum 8.33% slope, and is compliant with FHAG, Requirement #4, guide (2). Where there is no carpeting, install a sloped transition strip on the hard surface to make compliant with FHAG Requirement #4, guide (2).
	106	VI.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires "reinforcements in bathroom walls to allow later installation of grab bars" around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	

**APPENDIX K.3
 INTERIOR RETROFITS AT
 SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
4	107	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit stating that reinforcing compliant with FHAG, Requirement #6 is present in bath walls
Phase II -- 16728 County Road #6				
	177	IV.	Regarding Fair Housing Act Requirement #4 - Accessible Route Into and Through the Covered Units 42 U.S.C. § 3604 (f)(3)(C)(iii)(I) requires "an accessible route into and through the dwelling."	
	178	A.	The following Fair Housing Act violations were present in the following units selected for survey:	
5	179-181	1	At the following locations, at the units selected for survey, the primary entry door at the interior side of the threshold had an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Level 5, Condo. 500, 3/4"; Level 5, Condo. 501, 3/4". 1810f, 1873f. [FHAG, Requirement #4, guide (2)]	In all units, add a 1/2" transition strip at the interior side of the door threshold that provides a 1:2 bevel and is compliant with FHAG, Requirement #4, guide (2)
6	182-184	2	At the following locations, at the units selected for survey, the horizontal sliding door between the Master Bedroom or Living Room and Balcony at the interior side had an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Level 5, Condo. 500, 1 3/4"; Level 5, Condo. 501, 1 3/4". 1845f, 1846f, 1925f, 1926f. [FHAG, Requirement #4, guide (2)]	In all units, bevel the underside of the carpeting such that the vertical level transition does not exceed 12" wide or exceed maximum 8.33% slope, and is compliant with FHAG, Requirement #4, guide (2). Where there is no carpeting, install a sloped transition strip on the hard surface to make compliant with FHAG Requirement #4, guide (2).
7	185-186	3	At the following location, at the units selected for survey, the door between the Master Bedroom and Balcony had at the interior side, an abrupt level change greater than 1/4" without the specified 1:2 ratio beveled slope: Level 5, Condo. 500, 1 1/4". 1864f, 1866f. [FHAG, Requirement #4, guide (2)]	In all units, install a beveled strip to the underside of the carpeting such that the vertical level transition does not exceed 12" wide or exceed maximum 8.33% slope, and is compliant with FHAG, Requirement #4, guide (2). Where there is no carpeting, install a sloped transition strip on the hard surface to make compliant with FHAG Requirement #4, guide (2).

**APPENDIX K.3
 INTERIOR RETROFITS AT
 SUNSET BAY VILLAS AT BON SECOUR**

			Violation	Retrofit
	192	VI.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604 (f)(3)(C)(iii)(III) requires “reinforcements in bathroom walls to allow later installation of grab bars” around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	
8	193	A.	A. There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project, without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit stating that reinforcing compliant with FHAG, Requirement #6 is present in bath walls

APPENDIX L.1

PEDESTRIAN ROUTES FOR CUMBERLAND PLACE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Cumberland Place Apartments in accordance with this Accessible Pedestrian Route Plan.

(Accessible Pedestrian Route Plan on following page)



APPENDIX L.1
 Cumberland Place Apartments
 Exterior Accessible Route Plan

- - - Exterior Accessible Route
- HC Accessible Parking
- Curb Ramp

06/09/09

APPENDIX L.2

PUBLIC AND COMMON USE RETROFITS AT CUMBERLAND PLACE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the public and common use areas at Cumberland Place Apartments.

**APPENDIX L.2
PUBLIC AND COMMON USE RETROFITS AT
CUMBERLAND PLACE APARTMENTS**

			Violation	Retrofit
	1		<p>PART I: ACCESSIBLE AND USABLE PUBLIC AND COMMON USE AREAS</p> <p>42 U.S.C. § 3604 (f)(3)(C)(i) requires the various spaces, facilities, and elements of the building and the site that are located in or part of public areas and common use areas to be "readily accessible to and usable by handicapped persons."</p>	
	2	I	Regarding Fair Housing Act Design Requirement #1 - Accessible building entrance on an accessible route.	
1	6	B	At the following locations, the accessible routes from the parking areas to the building entrances have abrupt level changes greater than 1/4" without bevel or ramp features. [FHAG, Requirement #1 & #2, ANSI 1986, Section 4.5.2 - Table 2]	At the south side of Building #5 (at the middle of the building) add one new curb ramp near the middle of the building which will provide a compliant connecting accessible route to the end of Building #4. At the north-east end of Building #4, re-stripe with new minimum 36" wide access aisle that is aligned with the existing curb ramp in order to provide a connecting accessible route to the northeast corner walkway at Building #5
2	13	5	5. Building #1 - North The concrete walkway at the north side of the building, between the center of the side of the building and the concrete walkway at the east side of the building, had a cross slope of 3.5%. 0583	Add one new curb ramp at the end of the walkway at the southeast corner of the clubhouse building. Rework a portion of the existing walkway and existing curb ramps at the northeast corner of Building #1, which will connect along the accessible route to Building #2 to make compliant with ANSI 4.3.7 & 4.1
	97	II.	Regarding Fair Housing Act Design Requirement #2 - Accessible and usable public and common-use areas.	
	98	A.	The Clubhouse/Leasing Office at the main project entrance had the following violations of the Fair Housing Act.	
	99		Exterior Building Violations:	
3	104	5	The curb ramp at the south side of the Leasing Office/Clubhouse had at the left flare, a running slope of 11.2%. 1415 [ANSI 4.7.2]	Replace left flare of existing curb ramp to have maximum 8.33% slopes and add detectable warning surfaces to make compliant with ANSI 4.7
	121		Interior Building Violations	

**APPENDIX L.2
PUBLIC AND COMMON USE RETROFITS AT
CUMBERLAND PLACE APARTMENTS**

Violation

Retrofit

			Violation	Retrofit
	122	1	Women's Rest Room	
4	123	a.	a. The flush control valve on the water closet was not mounted on the open side. 1321 [ANSI 4.16.5]	Replace with new water closet that has flush controls located on the open side to comply with ANSI 4.16.5

APPENDIX L.3

INTERIOR RETROFITS AT CUMBERLAND PLACE APARTMENTS

As set forth in the Consent Order and this Appendix, Steve Bryan and Bryan Construction Company, Inc. will retrofit the interiors of the units at Cumberland Place Apartments.

**APPENDIX L.3
 INTERIOR RETROFITS AT
 CUMBERLAND PLACE APARTMENTS**

Violation

Retrofit

			Violation	Retrofit
	147	IV.	Regarding Fair Housing Act Requirement #4 - Accessible Route Into and Through the Covered Units 42 U.S.C. § 3604(f)(3)(C)(iii)(I) requires “an accessible route into and through the dwelling.”	
	148	A.	The following Fair Housing Act violations were present in the following units selected for survey:	
	161	VI.	Regarding Fair Housing Act Requirement #6 - Reinforced Walls for Grab Bars 42 U.S.C. § 3604(f)(3)(C)(iii)(III) requires “reinforcements in bathroom walls to allow later installation of grab bars” around the toilet, bathtub, shower stall and shower seat, where such facilities are provided.	
1	162	A.	There is no way to confirm the presence of reinforcing in the bath walls of the units surveyed in the project without removing the finished surface of the wall so no construction violations will be noted in this report. [FHAG, Requirement. #6]	Provide affidavit confirming the presence of reinforcing in the bath walls that is compliant with FHAG, Requirement #6

APPENDIX M

NOTICE TO RESIDENTS

Dear Resident:

This is to advise you that, as a result of a settlement in a case brought by the United States against the owners, designers and constructors of this complex, we have agreed to retrofit the ground floor units at _____ [Subject or Additional Property] to provide greater accessibility for persons with a disability. Your unit is one of those that the United States alleges does not meet the Accessible Design Requirements of the Fair Housing Act.

Although your apartment unit will be retrofitted automatically within _____, we want you to know that you may request to have your unit retrofitted now at no cost to you. The actual work will take no longer than ___ days. In the event the retrofitting work causes you to be displaced from your home for more than twenty-four (24) hours at a time, we will provide you with comparable alternative living arrangements during that time. In scheduling when the repairs will take place, we will take into account your preferences and convenience.

You should be aware that this work must be completed within the next _____, regardless of your intention to stay in your unit for a longer duration. You should be aware that this retrofitting work will be performed at no cost to you. Please let us know if you are interested in having the work done now and we will provide you with additional information.

The Management

APPENDIX N

NOTICE OF RETROFITS TO OWNERS AT SUNSET BAY AT BON SECOUR

The federal Fair Housing Act requires that ground-floor units in newer communities have certain features of accessibility for people with disabilities. Your unit has been identified as one that is covered by the federal Fair Housing Act's accessibility requirements.

Due to recent events, including a settlement with the United States Department of Justice, certain barriers to accessibility at Sunset Bay at Bon Secour have been brought to our attention, and contractors are currently in the process of correcting these barriers. We welcome persons with disabilities as owners, residents and guests at Sunset Bay at Bon Secour. We have agreed to make certain retrofits to units covered by the federal Fair Housing Act's accessibility requirements so that they will be more accessible to persons with disabilities. **These retrofits will be made at no cost to the owner.**

We are writing this notice to let you know that you are an owner who is eligible to request that accessibility retrofits be made to your unit **without expense to you**. The scheduling of the retrofits will take into account your preferences and convenience to you.

The available alterations are:

- Installing transition strip at the interior side of the threshold of the primary entry door

- Beveling under the carpeting or, if no carpeting, providing a sloped transition strip at the interior side of the balcony doors

It is not necessary that you or any member of your household have a disability in order to request these retrofits. To request these retrofits to your unit, please respond either by telephone or in writing to this letter as soon as possible.

If you would like to request these retrofits or have any questions, please contact us at _____ or return this letter indicating your request to the addresses below:

_____ YES. I request that the accessibility retrofits be made to my unit.

Send to:

[ADDRESS]

ATTN:

APPENDIX O

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE
AREAS AT [SUBJECT or ADDITIONAL PROPERTY]**

The federal Fair Housing Act requires that the public and common use areas at complexes such as [SUBJECT or ADDITIONAL PROPERTY] have certain features of physical accessibility for persons with disabilities.

As a result of recent events, it has been brought to our attention that certain features of the public and common use areas of [SUBJECT or ADDITIONAL PROPERTY] can be retrofitted to provide greater accessibility for persons with disabilities, consistent with the accessibility requirements of the federal Fair Housing Act. We welcome persons with disabilities as homeowners, residents and guests at [SUBJECT or ADDITIONAL PROPERTY]. We are writing this notice to let you know that beginning on _____, 2009, contractors will be coming onto the property to begin the process of retrofitting certain aspects of the public and common use areas. We expect the process to last approximately _____ weeks.

Generally, the workers will retrofit certain sidewalks, install curb cuts and ramps or modify existing ones, and eliminate some of the steps along certain pathways to certain ground-floor units (including the step into some units). They will also be making some retrofits to the mailboxes, and swimming pool, as well as to other areas, to make them more accessible to persons with disabilities. We apologize for any inconveniences you may incur as a result of this work.

If you have any questions regarding these retrofits, please contact us at _____.

APPENDIX P

NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION

On _____, 2009, the United States District Court for the Western District of Tennessee entered a consent decree resolving litigation brought by the United States Department of Justice involving the [List Subject Properties and Additional Properties]. The litigation alleged that the above complexes, as designed and constructed, failed to include certain features of accessible design required by the Fair Housing Act in exterior and interior public and common use areas, ground floor apartments, certain condominiums, and other units.

Under this consent decree, you may be entitled to receive monetary relief if you:

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

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the **United States Department of Justice** at **1-800-896-7743** and select menu option **996**. You may also email us at fairhousing@usdoj.gov or write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, N.W. - G Street
Washington, D.C. 20530
Attn: *U.S. v. Bryan Constr. Co.*, No. 05-cv-2188, DJ 175-72-125.

NOTE: In order to be considered, please call, write, or email us no later than _____.

APPENDIX Q

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Decree entered in *United States v. Bryan Constr. Co., et al.*, No. 05-cv-2188 (W.D. Tenn.), by the United States District Court, Western District of Tennessee, I hereby release and forever discharge the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in this action as of the date of the entry of this Consent Decree. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

NAME: _____

ADDRESS: _____

DATE: _____

APPENDIX R

ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE

On _____, I received copies of and have read the Consent Decree entered by the federal district court in *United States v. Bryan Constr. Co., et al.*, No. 05-cv-2188 (W.D. Tenn.). I have had all of my questions concerning the Consent Decree and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX S

CERTIFICATION OF FAIR HOUSING TRAINING

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

(Signature)

(Print name)

(Position)

(Date)