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

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case: 4:07-cv-12838
Assigned To: Gadola, Paul V
Referral Judge: Whalen, R. Steven

PALAZZOLO & LOMBARDO OF MICHIGAN,)
L.L.C.; AND ROBERT LIPKA,)
ARCHITECT, P.C.,)
Defendants.)

HON.

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CONSENT ORDER

I. INTRODUCTION

1. This Consent Order is entered between the United States of America and Defendants Palazzolo & Lombardo of Michigan and Robert Lipka, Architect, P.C. ("Defendants").
2. This action is brought by the United States to enforce provisions of Title VII of the Civil Rights Act of 1968 ("the Fair Housing Act" or "FHA") as amended, 42 U.S.C. § 3601 *et seq.* Specifically, the United States' Complaint alleges that Defendants engaged in a pattern or practice of discrimination against persons with disabilities by failing to design and construct covered multifamily dwellings commonly known as The Preserves in Sterling Heights, Michigan, with the features of accessible and adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C). The United States and Defendants ("the Parties") agree that The Preserves is subject to the accessible design and construction requirements of 42 U.S.C. § 3604(f)(3)(C).

II. DEFENDANTS

3. Defendant Palazzolo & Lombardo of Michigan, LLC, ("Palazzolo & Lombardo") is a Michigan limited liability company, and is the builder, developer and owner of The Preserves, and, in those capacities, designed and constructed the complex.

4. Defendant Palazzolo & Lombardo is wholly owned by Palazzolo Brothers of Michigan, Inc., a Michigan corporation, and Lombardo of Michigan, LLC.
5. Defendant Robert Lipka, Architect, P.C., ("Lipka") is a Michigan professional corporation that drew certain architectural plans for The Preserves, and, in that capacity, participated in designing the complex.

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

6. The Fair Housing Act provides that, for non-elevator residential buildings with four or more dwelling units, all ground floor units that are designed and constructed for first occupancy after March 13, 1991, are "covered units" and must include certain basic features of accessible and adaptable design to make such units usable by a person who has or who develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).
7. The accessible and adaptable design provisions of the Fair Housing Act require that for covered multifamily dwellings: (I) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; and (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). These features are referenced in this document as the "FHA accessible design requirements."
8. The leasing office at The Preserves is a "place of public accommodation" within the meaning of Section 301(7)(E) of the Americans with Disabilities Act ("ADA"), 42 U.S.C. Section 12182(a)(1), and the implementing regulations issued by the Department of Justice, 28 C.F.R. Part 36, including the Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A.

IV. THE PRESERVES

9. Construction at The Preserves began in September 2002. As of the entry of the Decree, the Preserves has 37 two-story apartment buildings without elevators with a total of 54 completed ground floor units that are "covered multifamily dwellings" within the meaning of 42 U.S.C. § 3604(f)(7)(B).
10. In addition to the apartment buildings, there are eight condominium buildings at The Preserves, containing a total of 62 condominium units. Sixteen of the condominium units

are covered ground-floor dwellings, four of which have not yet been sold and are currently being leased.

11. On November 21, 2005, the United States notified the Defendants that it was investigating whether The Preserves had been designed and constructed in violation of the Fair Housing Act.
12. With the cooperation of Defendant Palazzolo and Lombardo, the United States then surveyed The Preserves and identified failures to meet the FHA accessible design requirements, including: two or more steps at the entrance to each ground floor unit; excessively steep running and cross slopes at walkways and curb ramps and/or lack of curb ramps connecting parking areas to walkways; thresholds that are too high and/or are unbeveled; bathrooms with insufficient maneuvering space for persons using wheelchairs; and thermostats that were too high for access by wheelchair users.
13. On February 3, 2006, the United States notified Defendants that it had determined that the Preserves was designed and constructed in violation of the accessibility requirements Fair Housing Act and the ADA and that it had been authorized to file a lawsuit against the Defendants.
14. After being contacted by the United States in December 2005, Defendant Palazzolo and Lombardo voluntarily began planning and then subsequently began making modifications to The Preserves to address concerns about accessibility.

V. AGREEMENT OF THE PARTIES

15. The Parties agree that this matter should be resolved without further proceedings and without an evidentiary hearing or findings of fact. This Consent Order constitutes a full and final resolution of all claims of violation of the Fair Housing Act and the ADA that the United States alleged, or could have alleged, regarding the failure to design and construct The Preserves in compliance with the accessibility requirements of the Fair Housing Act or the ADA, except for matters referred by HUD pursuant to 42 U.S.C. § 3612(o) and proceedings to enforce the provisions of this Consent Order. This Decree does not resolve or otherwise affect any claims the United States may have, or any claims or counter-claims the Defendants may have, concerning the design and construction of properties other than The Preserves, including, but not limited to, any other properties designed and constructed in whole or in part by Palazzolo Brothers of Michigan, Inc., a Michigan corporation, or Lombardo of Michigan, LLC.
16. The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1341 and 1345 and 42 U.S.C. § 3614(a). Accordingly, It is hereby ADJUDGED, ORDERED and DECREED:

VI. GENERAL INJUNCTION

17. Defendants, and each of their officers, employees, agents, successors, and assigns are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).

VII. RETROFITS OF THE PRESERVES

18. Defendants jointly and severally have undertaken to take the corrective actions described in this section and Appendices A-1 and A-2.
19. Defendant Palazzolo & Lombardo may not charge any additional rent, deposit or other fee for the units in which retrofits are implemented solely because of the contemplated or completed retrofits.
 - A. Public and Common Use Areas - Apartments and Covered Condominiums Still Owned By Defendant Palazzolo and Lombardo
20. Defendant Palazzolo and Lombardo has undertaken to complete the retrofits to the building entrances, accessible routes, and the other public and common use areas of the 40 completed apartments, and the four condominiums, units 1C, 1F, 2F, and 5G, that Palazzolo and Lombardo still own, at The Preserves as set forth in Appendix A-2. Defendant Palazzolo and Lombardo hired a neutral inspector approved by the United States ("Inspector") who conducted an on-site inspection on December 28, 2006, attended by representatives of the United States. The United States identified some areas where additional work was needed in order to bring into compliance the retrofits listed in Appendix A-2, or where additional inspection is required, and those additional items are set forth in Appendix A-3. Unless specifically listed in Appendix A-3, all of the modifications set forth in Appendix A-2 have been completed and inspected and approved by the United States. Within 30 days of entry, the Defendant Palazzolo and Lombardo shall complete the modifications identified in Appendix A-3 and shall arrange for a second inspection, which shall be completed within 60 days of entry, to verify that the modifications listed in Appendix A-3 have been completed. Defendant Lombardo and Palazzolo shall give the United States at least three weeks notice of such inspection so that its representatives can attend.
21. Defendant Palazzolo and Lombardo shall adopt, publish and implement a formal policy, as set forth in Appendix B, under which tenants with disabilities may obtain individualized mail delivery at their units if they so request and without cost to them. All new tenants shall be provided written notice of this policy by giving them a copy of Appendix B at or about the time they execute a lease. In addition, all tenants shall be provided with a copy of Appendix B at least once per year, with current tenants receiving their first notification of this policy within thirty (30) days of the date of entry of the Consent Decree and subsequent notices being provided on the first and second anniversaries of the entry of this Decree. Defendant

Palazzolo and Lombardo shall be responsible for notifying and obtaining the cooperation of the U.S. Postal Services in providing this mail delivery.¹ In any event, no notice shall be required under this paragraph after the second anniversary of this Consent Decree, unless it is extended pursuant to paragraph 61.

22. Within 30 days of entry of this Decree, Defendant Palazzolo and Lombardo shall adopt, publish and implement a formal policy under which tenants with disabilities (or tenants who have a disabled family member or plan to have a visitor or guest who is disabled) in units 5G, 9C, 9F, 10C, 11D, 11G, 12F, 12I, 13H, 15C, 17F, 21C, 23G, 27F, 29G or 30F (the "Rampless Units") may request and have installed, on a permanent or temporary basis, an ANSI compliant ramp through the garage to enable persons with disabilities to gain access to the dwelling. Defendant Palazzolo and Lombardo shall be responsible for all costs associated with installing these ramps. Defendant Palazzolo and Lombardo shall install this ramp as soon as reasonably possible, but in any event within 30 days of the request. The policy shall also specify that Defendant Palazzolo and Lombardo will maintain and make available a portable ramp as specified below. Within 30 days of entry, Defendant Palazzolo and Lombardo shall also purchase and have available at their rental office at least one portable ramp available for use by any tenant in one of the Rampless Units who needs to use it for themselves, a family member, or another visitor, or by any prospective tenant who needs to use it to look at the unit. Defendant Palazzolo and Lombardo shall ensure that the ramp will enable access into each of the Rampless Units and shall inform the United States of the manufacturer and the model of the ramp they purchase. All new tenants of a Rampless Unit shall be provided with a copy of this policy at or about the time they execute a lease and all tenants of Rampless Units shall be provided with a copy of the policy at least once per year, with current tenants receiving their first notification of this policy within thirty (30) days of the date of entry of the Consent Decree and subsequent notices being provided on the first and second anniversaries of the entry of this Decree. All prospective tenants who view one of the Rampless Units shall be provided with a copy of the policy at the time that they inspect the unit. In any event, no notice shall be required under this paragraph after the second anniversary of this Consent Decree, unless it is extended pursuant to paragraph 61.

B. Public and Common Use Areas – Condominiums No Longer Owned By Defendant Palazzolo and Lombardo

23. Within 180 days of the entry of this Decree, Defendant Palazzolo and Lombardo, subject to the provisions of this paragraph and paragraphs 24-26, below, shall install ANSI compliant wheelchair ramps leading to units 2C, 3B, 3E, 4C, 4F, 5A, 6E, 6G, 7E, 7G, 8A and 8G, and shall make the modifications to the remaining curb ramps identified in Appendix A-3.

¹ Defendants have already made appropriate arrangements with the local Post Office, but in the unforeseen event that the Post Office does not cooperate, or ceases to cooperate, despite the good faith efforts of the Defendant Palazzolo and Lombardo, then Defendant Palazzolo and Lombardo shall promptly notify the United States.

24. Within 30 days of completion of the retrofits described in paragraph 23, Defendant Palazzolo and Lombardo shall have the retrofits inspected by the Inspector and shall correct the deficiencies identified by the Inspector and shall arrange for any necessary additional inspections within 30 additional days. The Defendant Palazzolo and Lombardo shall give the United States at least three weeks notice of such inspections so that the United States can have its representatives present. The dispute resolution provisions of paragraph 62 shall apply if the parties cannot reach agreement.
25. Because the public and common use areas at the condominiums are now owned and managed by a condominium association, and are not owned or managed by Defendant Palazzolo and Lombardo, Defendant Palazzolo and Lombardo shall, within ten (10) days of entry of this Consent Decree, contact the condominium association in writing and attempt to obtain the cooperation and permission of the condominium association to complete the retrofits to the public and common use areas of the condominiums, and the associated inspections, as described in paragraphs 23 and 24. The parties anticipate that the condominium association will grant such permission without the need for further involvement of the Court. In the event the Defendant Palazzolo and Lombardo is unable to obtain such permission within 60 days of the entry of this Consent Decree, it shall promptly notify the United States so that the United States can consider any appropriate measures, including, but not limited to, amending the Decree to join the condominium association as a necessary party.
26. In completing the retrofits described in paragraphs 23 and 24, Defendant Palazzolo and Lombardo shall endeavor to minimize any unnecessary inconvenience to the condominium association and Defendants shall be responsible for all costs associated with making the retrofits.
- C. Interiors of Ground Floor Dwellings at the Apartments and in the Condominiums still Owned by Defendant Palazzolo and Lombardo
27. In the 40 ground-floor dwellings that have been completed as of the entry of this Decree, (Units 9C, 9F, 10C, 10F, 11A, 11D, 11G, 12C, 12F, 12I, 13H, 14I, 15B, 16F, 17F, 18C, 21C, 22F, 23G, 24C, 27C, 27F, 28C, 28F, 29D, 29G, 30C, 30F, 33C, 33H, 34C, 34 H, 35C, 35H, 36C, 36H, 41C, 41F, 42C, 42F), and the four condominium units Defendant Palazzolo and Lombardo still own, the Defendant Palazzolo and Lombardo has undertaken to complete the retrofits to the interiors as set forth in Appendix A-1. The Inspector conducted an on-site inspection on December 28, 2006. Unless specifically listed in Appendix A-4, all of the modifications set forth in Appendix A-1 have been completed and inspected and approved by the United States. Within 30 days of entry, Defendant Palazzolo and Lombardo shall complete the modifications identified in Appendix A-4 (except for the installation of removable cabinetry or removal of non-compliant cabinetry in units 9F, 10C, 10F, 12F, 18C, 28C, and 29D), and shall arrange for a second inspection, which shall be completed within 60 days of entry, to verify that the modifications listed in Appendix A-4 have been completed. Defendant Palazzolo and Lombardo shall give the United States at least three weeks notice

of such inspection so that its representatives can attend.

28. Defendant Palazzolo and Lombardo shall complete the installation of removable cabinetry, or removal of non-compliant cabinetry, insulation of pipes and installation of finished flooring beneath the cabinets in the bathrooms of the ground floor dwellings in units 9F, 10C, 10F, 12F, 18C, 28C, and 29D, at the apartments at The Preserves as set forth in Appendix A-1 when the current tenant moves out or within one year of entry of the Decree (even if there has not been a vacancy in the unit) whichever occurs first. Upon installation of the removable cabinetry or removal of the existing non-compliant cabinetry and related work in each unit, Defendant Palazzolo and Lombardo shall arrange to have the Inspector examine the work to determine if it has been completed in accord with the specifications in this Order and Appendix A-1 and the Inspector shall report his/her findings to the Defendant Palazzolo and Lombardo and Counsel for the United States. Defendant Palazzolo and Lombardo shall give the United States three weeks notice of such inspection so it can arrange to have its representative(s) present.

D. Additional Ground Floor Apartments at The Preserves Where Construction Was Recently Completed

29. There are 14 ground floor apartments at the Preserves (units number 37C, 37H, 38C, 38H, 39C, 39H, 40C, 40F, 40H, 43C, 44C, 44F, 45C, 45F) where construction was recently completed. Defendant Palazzolo and Lombardo represents that it has constructed these apartments with ANSI compliant ramps or walkways to the front door and with interior designs consistent with the specifications set forth in Appendix A-1. Within 30 days of the entry of this Consent Decree, Defendant Palazzolo and Lombardo shall have the Inspector conduct on-site inspections of the units to determine if they have been completed in accord with the specifications in this Order and Appendix A-1. Defendant Palazzolo and Lombardo shall give the United States at least three weeks notice of the inspections and shall give the United States an opportunity to have its representative present for the inspection. If the Inspector determines that any of those units have not been completed as required by this Order and Appendix A-1, Defendant Palazzolo and Lombardo shall correct the deficiencies identified by the Inspector and shall arrange for any necessary additional inspections within 30 additional days.

E. Interiors of Condominium Units

30. Within thirty (30) days of the date of the entry of this Consent Decree, Defendants shall pay the sum of \$96,603 into an interest-bearing escrow fund (the "Retrofit Funds") that will be used to remedy violations inside the remaining twelve ground floor condominium units at The Preserves listed in paragraph 23. Such sum includes \$73,568, the estimated cost of such retrofits, plus \$12,000, to cover a \$1000 incentive payment for each condominium owner who chooses to have the retrofits done, plus \$11,035 (15 percent of retrofit amounts) to cover the costs of administering the fund.

31. Within thirty days of the date of entry of this Consent Decree, Defendant Palazzolo and Lombardo shall retain the Philip F. Greco Company to act as Administrator of the Retrofit Funds.²
32. The Administrator will make the money in the Retrofit Fund available to unit owners of the 12 ground-floor condominium units desiring to modify interiors of their units at The Preserves to bring them into compliance with Appendix A-1. The Administrator shall ensure that each unit owner receives the notice in the form set forth in Appendix G within sixty (60) days of the entry of this Decree, again on the one year anniversary of this Decree, and on an annual basis thereafter until all funds are exhausted or five (5) years has elapsed as set forth in paragraph 33 below. Such notice shall include a written form, set forth in Appendix H, by which the unit owner may request the retrofits.
33. The Administrator shall address requests for modifications on a first-come, first-serve basis. The Administrator shall make determinations on payments from the Retrofit Fund based upon the following procedure: (a) the money placed into the Retrofit Fund, along with all interest accumulated, is to be made available, for a period of five (5) years from the date of entry of this Order, on terms specified in this Order, to all owners of the 12 ground-floor condominium units at The Preserves seeking to modify their units to retrofit all or some of the violations listed in Appendix A-2; (b) a qualifying condominium unit owner shall receive one thousand dollars (\$1,000.00) as an incentive payment beyond the amount expended on the retrofits if he or she agrees to have his or her unit modified to retrofit all or substantially all of the violations listed in Appendix A-2 and (c) all retrofits made to the interior of the condominium units at The Preserves shall comply with the requirements set forth in Appendix A-2.
34. The Administrator shall ensure that each unit is inspected after it is modified and that the results of the inspection are provided to the Defendant Palazzolo and Lombardo and to the United States.
35. If, after five (5) years, a balance remains in the Retrofit Fund, the Administrator shall return any balance remaining in the fund to the Defendants.

VIII. SALE OR TRANSFER OF OWNERSHIP

36. The sale or transfer of ownership, in whole or in part, of The Preserves shall not affect Defendant Palazzolo and Lombardo's continuing obligations to retrofit the properties as specified in this Consent Order, unless Defendant Palazzolo and Lombardo has obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of the Consent Order to complete all required retrofits as specified in Appendices A-1 and A-2, that have not been previously inspected and approved by the United

² Defendant Palazzolo and Lombardo has proposed, and the United States has agreed, to the retention of the Philip F. Greco Co.

States. Should the Defendant Palazzolo and Lombardo decide to sell or transfer their ownership of The Preserves, or any part thereof such that they would no longer have a majority ownership interest, prior to the completion of the required retrofits, they shall, at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective purchaser or transferee a copy of this Consent Order, along with written notice that the subject property is covered by this Consent Order, including specifically Defendant Palazzolo and Lombardo's obligations to complete required retrofit work and to allow inspections, or to obtain the purchaser or transferee's commitment to be bound by this Order to do the same, in writing, and (b) provide to the United States, by facsimile and first class mail, written notice of its intent to sell or transfer ownership, along with a copy of the notice sent to each purchaser or transferee.

IX. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

37. All future covered multifamily housing designed or constructed by either of the Defendants after the date of this Consent Order, including, but not limited to, any additional housing designed and constructed at The Preserves, shall comply with the accessibility requirements of the Fair Housing Act and the Americans with Disabilities Act.
38. For the duration of this Consent Order, the Defendant Palazzolo and Lombardo shall maintain, and provide to the United States upon request, the following information and statements regarding any covered multi-family dwellings that are intended to be developed, built, designed, and/or engineered in whole or in part, by it or by any entities in which they have at least a majority ownership share:
 - a. the name and address of the project;
 - b. a description of the project and the individual units;
 - c. the name, address, and telephone number of the architect(s) and civil engineer(s) involved with the project;
 - d. a statement, similar to Appendix F, from the site engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act in the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and that, to the best of his/her professional judgment, knowledge and belief, the design specifications therein comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines;
 - e. a statement, similar to Appendix F, from the architect(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible building and housing design and certifying that he/she has reviewed the architectural plans for the project and that, to the best of his/her professional judgment, knowledge, and belief, the design specifications therein comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines; and
 - f. if the engineering documents or architectural plans are revised, and the revisions could

have any impact on the accessibility of the dwellings or complex, Defendant Palazzolo and Lombardo shall obtain and maintain (and provide to the United States upon request) a statement from the site engineer or architect, as applicable, that, to the best of his/her professional judgment, knowledge, and belief, all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines.

39. For the duration of this Consent Order, if Robert Lipka, Architect, P.C. prepares any site plans, architectural plans, drawings or blueprints for covered multifamily housing, it shall include on such plans, drawing or blueprints a statement that the plans prepared by Robert Lipka, Architect, P.C., comply with the Fair Housing Act, and, where applicable, the ADA and the ADA Standards for Accessible Design. For the duration of this Consent Order, Robert Lipka, Architect, P.C. shall, upon request, provide to the United States a list of all such multifamily housing that it has designed or are designing, in whole or in part, during the term of this Consent Order.

X. MONETARY DAMAGES TO AGGRIEVED PERSONS AT THE PRESERVES

40. Within thirty (30) days after the date of this Order, Defendants shall deposit in an interest-bearing escrow account \$25,000 (the "Settlement Fund") for the purpose of paying monetary damages to any aggrieved persons who may have been harmed by the lack of accessible features at The Preserves.
41. Any interest accruing to the Settlement Fund shall become a part of the Settlement Fund and be utilized as set forth in this document.
42. Within fifteen (15) days of the entry of this Order, Defendant Palazzolo and Lombardo shall publish the Notice to Potential Victims of Housing Discrimination ("Notice") at Appendix I informing readers of the availability of compensatory funds. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in the news section of general circulation newspapers serving the communities of Sterling Heights, Troy and Warren. The publication dates shall be separated from one another by at least twenty-one (21) days, and at least two of the publication dates shall be a Sunday. Within ten (10) days of each publication date, Defendant Palazzolo and Lombardo shall submit a copy of one of the newspapers containing the Notice to counsel for the United States.
43. Within fifteen (15) days of the entry of this Order, Defendant Palazzolo and Lombardo shall send a copy of the Notice to the organizations listed in Appendix K.
44. Within thirty (30) days of the entry of this Order, Defendant Palazzolo and Lombardo shall send by first-class mail, postage prepaid, a copy of the Notice to each present tenant and each current owner of The Preserves. Within forty-five (45) days of entry of this Order, Defendant Palazzolo and Lombardo shall provide to counsel for the United States proof that the Notice has been sent, including, but not limited to, any records it may have that identify the last known address of a former resident.
45. Nothing in this section shall preclude the United States from making its own efforts to locate

and provide notice to potential aggrieved persons (including conducting door-to-door interviews of current residents).

46. Allegedly aggrieved persons shall have one hundred twenty (120) days from the date of the entry of this Order to contact the United States in response to the Notice. The United States shall investigate the claims of allegedly aggrieved persons and, within one hundred eighty (180) days 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 United States will inform Defendant Palazzolo and Lombardo in writing of its preliminary determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. Defendant Palazzolo and Lombardo shall have fourteen (14) days to review the declaration and provide to the United States any documents or information that they believe may refute the claim.
47. After receiving Defendants Palazzolo and Lombardo's comments, the United States shall submit its final recommendations to the Court for approval, together with a copy of the declarations and any additional information submitted by Defendant Palazzolo and Lombardo. When the Court issues an order approving or changing the United States' proposed distribution of funds for aggrieved persons, Defendant Palazzolo and Lombardo shall, within ten (10) days of the Court's order, deliver to the United States checks payable from the Settlement Fund to the aggrieved persons in the amounts approved by the Court. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix C.
48. After the satisfaction of paragraphs 40 through 47 and the corresponding time periods have expired, any money remaining in the Settlement Fund shall be returned to the Defendants.
49. Defendant Palazzolo and Lombardo shall permit the United States, upon reasonable notice, to review any records that may facilitate its determinations regarding the claims of alleged aggrieved persons.

XI. CIVIL PENALTY

50. Defendants shall pay twenty-five thousand dollars (\$25,000) to the United States as a civil penalty pursuant to 42 U.S.C. § 3614(d)(1)(C) within thirty (30) days of the date of entry of this Order by submitting a check to counsel for the United States made payable to "United States of America."

XII. EDUCATIONAL PROGRAM

51. Within thirty (30) days of the entry of this Order, each Defendant shall provide a copy of this Order to all supervisory employees, sales or rental agents and site managers involved in the design, construction, rental, or sale of covered multifamily dwellings and secure the signed statement from each agent or employee acknowledging that he or she has received and read this Order and had an opportunity to have questions about this Order answered. This statement shall be substantially in the form of Appendix E.
52. During the term of this Order, within thirty (30) days after the date he or she commences an

agency or employment with either Defendant, each new supervisory employee, sales or rental agent and site manager involved in the design, construction, rental, or sale of covered multifamily dwellings shall be given a copy of the Decree and be required to sign the statement acknowledging that he or she has received and read the Decree and had an opportunity to have questions about the Decree answered. This statement shall be substantially in the form of Appendix E.

53. Each Defendant shall also ensure that they and any of their supervisory employees, sales or rental agents and site managers involved in 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). Defendant Palazzolo and Lombardo and all employees and agents whose duties, in whole or in part, involve the sale and/or rental of multifamily dwellings at issue in this case shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.
54. Within ninety (90) days of the date of entry of this Consent Order, each Defendant and all employees and agents over whom they have control whose duties, in whole or in part, involve supervisory authority over the development, design and/or construction of the multifamily dwellings at issue in this case shall undergo training on the design and construction requirements of the Fair Housing Act. A qualified third party, unconnected to Defendants or their employees, agents or counsel, shall conduct the training, and any expenses associated with this training shall be borne by Defendants. Each Defendant 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 each Defendant and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix J. This paragraph can be satisfied by training conducted within the last 12 months, provided that defendant verifies that the training took place and met the standards set forth here.

XIII. NOTICE OF DEFENDANT'S NON-DISCRIMINATION POLICY

55. Within ten (10) days of the date of entry of this Consent Order, Defendant Palazzolo and Lombardo shall post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them, including The Preserves, a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
56. For the duration of this Consent Order, in all future advertising in newspapers, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes with covered multifamily dwellings that Defendant Palazzolo and Lombardo

may develop, design, or construct, it shall place, in a conspicuous location, a statement that the dwelling units include the features for persons with disabilities required by the federal Fair Housing Act.

XIV. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

57. Within one hundred (100) days after the date of entry of this Consent Order, each Defendant shall submit to the United States an initial report regarding the signed statements of that Defendants' employees and agents who have completed the training program specified in Section XII of this Consent Order. Thereafter, each Defendant shall, on the first and second anniversary of the entry of this Order, submit to the United States a report containing the signed statements of new employees and agents that, in accordance with Section XII of this Consent Order, they have received and read the Order, and had an opportunity to have questions about the Order answered.
58. For the term of this Consent Order, Defendant Palazzolo and Lombardo shall advise the United States in writing within fifteen (15) days of receipt of any written or oral administrative or legal fair housing complaint against any property owned, managed, or against any employees or agents of Defendant Palazzolo and Lombardo working at or for any such property, regarding discrimination on the basis of disability, or regarding retaliation, in housing. Upon reasonable notice, Defendant Palazzolo and Lombardo shall also provide the United States all information it may request concerning any such complaint. Defendant Palazzolo and Lombardo shall also notify the United States in writing within fifteen (15) days of the resolution of any such complaint.
59. For the term of this Consent Order, each Defendant is required to preserve all of their records related to this Consent Order for The Preserves and any other covered multifamily dwellings designed, constructed, or owned by them. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect and copy any records of Defendants or inspect any developments or residential units under Defendants' control bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants from such inspections.

XV. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION

60. This Consent Order shall remain in effect for two (2) years and three months after the date of its entry. By consenting to entry of this Order, the United States and Defendants agree that in the event that Defendants engage in any future violation(s) (i.e., one(s) that did not exist as of the date of entry of this Order) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).
61. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms

of the Order, at which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.

62. The United States and Defendants shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendants to perform in a timely manner any act required by this 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 or deeming such act to have been performed, and an award of any damages, costs, and attorneys' fees which may have been occasioned by the violation or failure to perform.

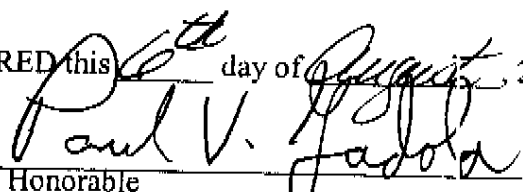
XVI. TIME FOR PERFORMANCE

63. 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

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

SO ORDERED this 6th day of August, 2007:


The Honorable
UNITED STATES DISTRICT COURT JUDGE

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

Counsel for Palazzolo & Lombardo
of Michigan, LLC:

s/ Wayne Segal w. consent
WAYNE SEGAL
Dawda, Mann, Mulcahy
and Sadler, P.L.C.
39533 Woodward Ave., Ste. 200
Bloomfield Hills, MI 49304

Counsel for Robert Lipka,
Architect, P.C.:

s/ Michael J. Sugameli w. consent
MICHAEL J. SUGAMELI
Sugameli & Sugameli
2833 Crooks Road, Ste. 104
Troy, MI 48084
(248) 649-8600
(248) 822-3174 (Fax)

Counsel for the United States:
WAN J. KIM
Assistant Attorney General for Civil Rights

s/ Allen W. Levy
STEVEN H. ROSENBAUM
Chief
TIMOTHY J. MORAN
Deputy Chief
ALLEN W. LEVY
Trial Attorney
U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. - G St.
Washington, D.C. 20530
(202) 514-2188
(202) 514-1116 (Fax)

STEPHEN J. MURPHY
United States Attorney

s/ Judith E. Levy
JUDITH E. LEVY
Assistant U.S. Attorney
Eastern District of Michigan
211 West Fort Street, Ste. 2001
Detroit, Michigan 48226
(313) 226-9727
(313) 226-3271 (Fax)
JUDITH.LEVY@USDOJ.GOV

Attorneys for Plaintiff

APPENDIX A-1

CHANGES TO APARTMENTS AND SELECTED CONDO UNITS AT THE PRESERVES

Defendant Palazzolo and Lombardo has made or will make the following modifications to the following ground-floor apartment units (and condo units still owned by this Defendant) at The Preserves:

Unit #	Modification
1C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet³, finish the floor beneath the cabinet and insulate the pipes.
1F	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
2F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
5G	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
9C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.

³ Compliance with the requirement to install removable cabinetry throughout this Consent Decree can be achieved by removal of non-compliant cabinetry along with a finished floor and insulated pipes.

9F	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
10C	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
10F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
11A	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
11D	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
11G	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
12C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.

12F	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
12I	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
13H	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
14I	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
15B	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
16F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
17F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.

18C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
21C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
22F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
23G	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
24C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
27F	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
28C	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.

29D	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
29G	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
30C	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
30F	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
33C	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).

33H	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
34C	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
34H	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
35C	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
35H	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).

36C	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
36H	<ul style="list-style-type: none"> • At the front door, lower or replace the threshold so that it complies with Fair Housing Accessibility Guideline Requirement Four, Section 4. • Lower the thermostat to no more than 48 inches above the floor. • Remove the wall leading from the master bathroom into the toilet/shower room, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • Modify the wall next to the toilet, moving it closer to the toilet, which will allow later installation of a grab bar. • In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
41C	<ul style="list-style-type: none"> • In the master bathroom, move the wall adjacent to the toilet and move the toilet, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, support the counter top that extends across to the tub from the wall, not the floor, increasing the transfer space so that a person in a wheelchair can more easily enter the tub.
41F	<ul style="list-style-type: none"> • In the master bathroom, move the wall adjacent to the toilet and move the toilet, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, support the counter top that extends across to the tub from the wall, not the floor, increasing the transfer space so that a person in a wheelchair can more easily enter the tub.
42C	<ul style="list-style-type: none"> • In the master bathroom, move the wall adjacent to the toilet and move the toilet, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, support the counter top that extends across to the tub from the wall, not the floor, increasing the transfer space so that a person in a wheelchair can more easily enter the tub.
42F	<ul style="list-style-type: none"> • In the master bathroom, move the wall adjacent to the toilet and move the toilet, increasing the clear floor space so that a person in a wheelchair can maneuver more easily. • In the master bathroom, support the counter top that extends across to the tub from the wall, not the floor, increasing the transfer space so that a person in a wheelchair can more easily enter the tub.

APPENDIX A-2CHANGES TO PUBLIC AND COMMON USE
AREAS AT THE PRESERVES

Defendant Palazzolo and Lombardo will make or have made the following modifications to public and common use areas at The Preserves:

LOCATION	MODIFICATIONS
1C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
1F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
2F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
10F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
11A	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
12C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
14I	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
16F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
18C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
22F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
24C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
27C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
28C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.

28F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
29D	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
30C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
33C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
33H	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
34C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
34H	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
35C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
35H	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
36C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
36H	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
41C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
41F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
42C	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
42F	Install an ANSI-compliant ramp to the front porch so that persons in wheelchairs can enter the unit.
5G	Install working doorbell at maximum height of 48" outside garage.
9C	Install working doorbell at maximum height of 48" outside garage.
9F	Install working doorbell at maximum height of 48" outside garage.
11D	Install working doorbell at maximum height of 48" outside garage.
11G	Install working doorbell at maximum height of 48" outside garage.

12F	Install working doorbell at maximum height of 48" outside garage.
12I	Install working doorbell at maximum height of 48" outside garage.
13H	Install working doorbell at maximum height of 48" outside garage.
15B	Install working doorbell at maximum height of 48" outside garage.
17F	Install working doorbell at maximum height of 48" outside garage.
21C	Install working doorbell at maximum height of 48" outside garage.
23G	Install working doorbell at maximum height of 48" outside garage.
27F	Install working doorbell at maximum height of 48" outside garage.
29G	Install working doorbell at maximum height of 48" outside garage.
Leasing office - Exterior	Place markings in the handicapped-accessible parking space to mark the space and access aisle; install "van accessible" parking sign.
Leasing office - exterior	Repair or replace curb ramp at leasing office parking space so it complies with ANSI 4.7.2.
Leasing office - exterior	Repair or replace the sidewalk running from the parking lot to the leasing office so that it complies with ANSI 4.7.2 and 4.3.7.
Leasing office - vestibule door	Repair or replace the door so that the force needed to open it complies with ADAAG 4.13.11.
Leasing office - vestibule	Modify the doors vestibule doors so that there is a minimum of 84 inches between them.
Leasing office - exterior door to ATM vestibule	Modify the door so that there is a minimum of 18 inches of latch clearance.
Leasing office - interior door to ATM vestibule	Repair or replace the door so that the force needed to open it complies with ADAAG 4.13.11.
Leasing office - fire alarm	Modify or replace fire alarm so that there is a visual alarm, in addition to the existing audible alarm, in compliance with ADAAG 4.1.3(14).
Leasing office - men's toilet room	Modify the access to the hand dryer so that there is sufficient, unobstructed clear floor space centered on the unit in compliance with ADAAG 4.22.7.
Leasing office - men's toilet room	Install a grab bar on the control wall of the roll-in shower so that it complies with ADAAG 4.21.4.
Leasing office - men's and women's toilet rooms	Replace the side grab bars in the toilet compartments with longer bars that comply with the ADAAG 4.17.6

Leasing office -- women's toilet room	Lower the hand dryer to no more than 48 inches above the floor and modify the access to the hand dryer so that there is sufficient, unobstructed clear floor space centered on the unit in compliance with ADAAG 4.22.7.
Clubhouse -- door leading to pool area	Repair or replace the door so it opens.
Clubhouse -- pool emergency telephone	Lower the telephone so that it is no more than 48 inches above the ground.
Curb ramps	Repair or replace curb ramps at: building 2 (mid-point, right end and corner); building 1 (corner); building 11 (corner); building 13 (corner); building 15 (corner); 3213 (corner); Building 33 (southwest corner); and 3602 (corner) so that they comply with ANSI requirements.

APPENDIX A-3

ADDITIONAL REQUIRED CHANGES TO PUBLIC AND COMMON USE
NOT VERIFIED AS OF DECEMBER 28, 2006 INSPECTION

Defendant Palazzolo and Lombardo will make the following modifications to public and common use areas at The Preserves:

LOCATION	MODIFICATIONS
1C	Install handrails on both sides of the ramp.
1F	Install handrails on both sides of the ramp.
2F	Install handrails on both sides of the ramp.
10F	Install handrails on both sides of the ramp.
12C	Install handrails on both sides of the ramp.
14I	Install handrails on both sides of the ramp. Eliminate dropoff at landing, add or extend handrail at landing, or add curb at landing.
16F	Install handrails on both sides of the ramp.
18C	Install handrails on both sides of the ramp.
22F	Install handrails on both sides of the upper ramp.
24C	Install handrails on both sides of the ramp.
27C	Install handrails on both sides of the upper ramp beyond landing.
28C	Install handrails on both sides of the ramp.
28F	Install handrails on both sides of the ramp.
29D	Install handrails on both sides of the upper ramp.
33C	Install handrails on both sides of the ramp.
33H	Install handrails on both sides of the upper and lower ramp.
34H	Install handrails on both sides of the upper ramp.
35C	Install handrails on both sides of the ramp.
35H	Install handrails on both sides of the ramp.
36C	Install handrails on both sides of the upper ramp.
36H	Install handrails on both sides of the portion of the ramped connection from the parallel sidewalk to the unit entrance.

41C	Install handrails on both sides of the upper ramp.
42F	Install handrails on both sides of the ramp.
5G	Install working doorbell at maximum height of 48" outside garage.
9C	Install working doorbell at maximum height of 48" outside garage.
9F	Install working doorbell at maximum height of 48" outside garage.
11D	Install working doorbell at maximum height of 48" outside garage.
11G	Install working doorbell at maximum height of 48" outside garage.
12F	Install working doorbell at maximum height of 48" outside garage.
12I	Install working doorbell at maximum height of 48" outside garage.
13H	Install working doorbell at maximum height of 48" outside garage.
15B	Install working doorbell at maximum height of 48" outside garage.
17F	Install working doorbell at maximum height of 48" outside garage.
21C	Install working doorbell at maximum height of 48" outside garage.
23G	Install working doorbell at maximum height of 48" outside garage.
27F	Install working doorbell at maximum height of 48" outside garage.
29G	Install working doorbell at maximum height of 48" outside garage.
Curb Ramp	Repair or replace curb at building 33 (southwest corner); building 2 (mid-point, right end and corner); building 1 (corner) so that they comply with ANSI requirements.
Leasing office - exterior	Install handrails on both sides of the ramp from the accessible parking to the leasing office.
Leasing office - men's toilet room	Install a grab bar on the control wall of the roll-in shower so that it complies with ADAAG 4.21.4.
Leasing office - men's and women's toilet rooms	Replace the side grab bars in the toilet compartments with longer bars that comply with the ADAAG 4.17.6

APPENDIX A-4

REQUIRED CHANGES TO APARTMENTS AND SELECTED
CONDO UNITS AT THE PRESERVES NOT VERIFIED AS OF THE
DECEMBER 28, 2006 INSPECTION

Defendant Palazzolo and Lombardo will make the following modifications to the following ground-floor apartment units (and condo units still owned by this Defendant) at The Preserves:

Unit #	Modification
1C	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor.
1F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor.
5G	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
9F	<ul style="list-style-type: none"> • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
10C	<ul style="list-style-type: none"> • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
10F	<ul style="list-style-type: none"> • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
11A	<ul style="list-style-type: none"> • In the master bathroom, reverse the swing of the door so that it swings out (instead of in). • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. • In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
11D	<ul style="list-style-type: none"> • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
12F	<ul style="list-style-type: none"> • In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
17F	<ul style="list-style-type: none"> • Lower the thermostat to no more than 48 inches above the floor.

18C	<ul style="list-style-type: none"> In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
23G	<ul style="list-style-type: none"> Lower the thermostat to no more than 48 inches above the floor.
28C	<ul style="list-style-type: none"> In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. Lower the thermostat to no more than 48 inches above the floor.
29D	<ul style="list-style-type: none"> In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes.
29G	<ul style="list-style-type: none"> In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
30C	<ul style="list-style-type: none"> In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
30F	<ul style="list-style-type: none"> In the master bathroom, reverse the swing of the door so that it swings out (instead of in). In the master bathroom, install a removable cabinet, finish the floor beneath the cabinet and insulate the pipes. In the master bathroom, replace the shower with the tub, increasing the clear floor space so that a person in a wheelchair can maneuver more easily.
33C	<ul style="list-style-type: none"> Lower the thermostat to no more than 48 inches above the floor.
34C	<ul style="list-style-type: none"> Lower the thermostat to no more than 48 inches above the floor.
35C	<ul style="list-style-type: none"> Lower the thermostat to no more than 48 inches above the floor.
35H	<ul style="list-style-type: none"> Lower the thermostat to no more than 48 inches above the floor. In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
36C	<ul style="list-style-type: none"> In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
36H	<ul style="list-style-type: none"> In the hall bathroom, reverse the swing of the door so that it swings out (instead of in).
41C	<ul style="list-style-type: none"> In the master bathroom, support the counter top that extends across to the tub from the wall, not the floor, increasing the transfer space so that a person in a wheelchair can more easily enter the tub.
41F	<ul style="list-style-type: none"> In the master bathroom, support the counter top that extends across to the tub from the wall, not the floor, increasing the transfer space so that a person in a wheelchair can more easily enter the tub.
42C	<ul style="list-style-type: none"> In the master bathroom, move the toilet so that it is 18" to the centerline from the side wall.

APPENDIX B

**NOTICE TO RESIDENTS OF THE PRESERVES
ABOUT MAIL DELIVERY OPTIONS**

Please be advised that the management of The Preserves will work with the U.S. Postal Service to make special mail delivery arrangements for any resident with a disability and/or special need. If you have trouble getting your mail from the central mailboxes, we can help you.

You have two options:

1. We will install a mailbox next to your front door and the U.S. Postal Service will deliver your mail to that box; or
2. You can have the location of your mail slot (within the central mailbox) lowered so that you can reach it more easily.

If you would like to have either option, please complete this form and return it to The Preserves leasing office, which will forward it to the U.S. Postal Service.

Thank you,

The Preserves Management

Name: _____

Address: _____

- Yes, I have a disability or special need.
- I would like my mail delivered to my front door; or
- I would like to have the location of my mail slot (in the central mailbox) lowered so that I can reach it more easily.

_____ (Signed)

_____ (Date)

APPENDIX C
RELEASE OF CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Order entered in United States v. Palazzolo and Lombardo of Michigan, LLC, et al., Civil Action No. XXX, (E.D Mich.), I hereby release and forever discharge the Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in this action as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

NAME (printed): _____

SIGNATURE: _____

DATE: _____

APPENDIX D

NOTICE OF RETROFITS TO INTERIOR OF GROUND-FLOOR UNITS
AT THE PRESERVES APARTMENTS

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

This is to advise you that, as a result of a settlement in a case brought by the United States against the owners and the other builders and designers of this apartment complex, we have agreed to install removable cabinets in the bathrooms of some of the apartments at the Preserves to provide greater accessibility for people with disabilities. Your unit is one of those that does not meet the accessibility requirements of the Fair Housing Act. We want you to know that you may request to have your apartment modified now at no cost to you. The actual work will take no more than one day and, should you have to move out temporarily, we will pay reasonable relocation and housing expenses while the modifications are being made.

The modification involves changing the cabinet beneath the sink to make it easier to remove the cabinet for tenants who use wheelchairs.

While you do not have to request the modifications now, you should be aware that this work must be completed within one year, regardless of your intention to stay in the apartment for a longer time. A representative will be contacting you soon to review these modifications and to discuss a time frame within which these modifications will be made.

If you have any questions, please contact us at _____

APPENDIX E

Employee Statement

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

I have received and read a copy of the Consent Decree in *United States v. Palazzolo and Lombardo of Michigan, L.L.C., et al.*, and have been given instruction on (1) the terms of this Consent Decree, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements, (3) the requirements of the Americans with Disabilities Act (ADA) particular related to the ADA's design and construction requirements; and (4) my responsibilities and obligations under the Consent Decree, the Fair Housing Act, and the ADA.

[DATE]

[Employee Signature]

APPENDIX F

ARCHITECT'S/ENGINEER'S CERTIFICATE

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

[Principal Engineer/Architect's Signature]

APPENDIX G

Dear Owner:

As you may know, the United States, through the Department of Justice, has alleged that we failed to design and build certain accessibility enhancing features into certain condominium units at The Preserves in violation of the Fair Housing Act, 42 U.S.C. § 3604. Your unit is among those the United States alleges does not have the required access features for persons with disabilities.

The lack of accessible features might interfere with your ability to use your home should you or someone living with you become disabled. In addition, many people find that accessible housing is more attractive and functional regardless of whether they are disabled.

We have agreed with the United States to resolve this controversy, subject to the availability of money from a retrofit fund that has been established, by making structural modifications in your unit that would bring it into substantial compliance with the Fair Housing Act. Generally, these modifications would include:

- In all Laurel units:
 - Move the thermostat down on the wall so that persons in wheelchairs can reach it.
 - In the master bathroom, replace the shower with a tub.
 - In the master bathroom, install a new cabinet beneath the sink that can be easily modified to allow easier wheelchair usage in the bathroom, insulate the pipes beneath the sink and install flooring beneath the cabinet.

- In all Belvedere units:
 - In the master bathroom, reverse the swing of the door so that it swings out (instead of in), which will allow easier wheelchair usage in the bathroom.
 - In the master bathroom, install a new cabinet beneath the sink that can be easily modified to allow easier wheelchair usage in the bathroom, insulate the pipes beneath the sink and install flooring beneath the cabinet.
 - In the master bathroom, replace the shower with a tub.

Should any of these modifications require your temporary relocation, we will pay all reasonable relocation and housing expenses while the modifications are being made. It is not necessary that you or any member of your household be disabled in order to request these modifications.

If you wish to have these changes made to your unit you must inform ----- in writing at the above address of your desire to have the work performed. We have included a form with this letter to assist you in this process. You may simply check off the features that you would like to be modified in your home, sign and date the form, and return the form to ----- . You do not

have to make this decision immediately. According to the terms of the Consent Decree in this case, you may elect to have these modifications completed in your home at any time during your ownership within the next five (5) years; however your right to have the modifications is at all times subject to the availability of money from the retrofit fund that has been established and the longer you wait the greater the likelihood that the retrofit fund will have run out of money. Also, before making a final decision, you may see architectural plans of the proposed modifications by asking -----.

If you decide to have all or substantially all of the proposed modifications made to your unit, you will also receive a cash payment of \$1,000 to compensate you for the inconvenience, subject to the availability of money from the retrofit fund.

A copy of the agreement we reached with the United States will be made available for your inspection at the rental office. An attorney from the Department of Justice is willing to discuss the settlement with you and answer any questions you may have. Inquiries may be directed to Allen Levy by calling 202-514-2188.

Sincerely,

APPENDIX H

THE PRESERVES MODIFICATION SELECTION FORM

Name of Resident: _____

Address: _____

I am aware that the following modifications are available for my Laurel unit, at no cost to me, and am hereby requesting that my unit be modified to include these features:

List of Modifications

Comment

1) Lower the thermostat.	
2) Renovate the bathrooms to provide adequate clear floor space.	
3) Replace the master bath cabinet beneath the sink with a removable cabinet, insulate the pipes and install flooring beneath the cabinet so that it can be easily modified for wheelchair users.	

Signature

Date

THE PRESERVES MODIFICATION SELECTION FORM

Name of Resident: _____

Address: _____

I am aware that the following modifications are available for my Belvedere unit, at no cost to me, and am hereby requesting that my unit be modified to include these features:

List of Modifications

Comment

1) Reverse the swing of the door to the master bathroom so that it swings out.	
2) Renovate the bathrooms to provide adequate clear floor space.	
3) Replace the master bath cabinet beneath the sink with a removable cabinet, insulate the pipes and install flooring beneath the cabinet so that it can be easily modified for wheelchair users.	

Signature _____

Date _____

APPENDIX I

NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION

On _____, 2006, the United States District Court for the Eastern District of Michigan entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against the owner and designer of The Preserves Apartments. The lawsuit alleges that the apartment units are not accessible to handicapped persons, particularly persons who use wheelchairs, in violation of the federal Fair Housing Act. In particular, the lawsuit alleges that there are steps leading to each front entrance (making it impossible for wheelchair users to enter the apartments) and that some of the bathrooms are designed in a way that makes them difficult for wheelchair users to enter and use.

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

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

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

1-800-XXXXXXX

(Leave a message in mailbox xx)

You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave., N.W. – G St.
Washington, D.C. 20530

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

APPENDIX J
CERTIFICATION OF FAIR HOUSING TRAINING

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

(Signature)

(Print Name)

Date

APPENDIX K

LIST OF ORGANIZATIONS TO NOTIFY

Fair Housing Center of Metropolitan Detroit

Paralyzed Veterans of American - Michigan Chapter

Center for Independent Living - Blue Water Chapter