UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.: 3:07CV-506-CRS-DW
	)	
DKCD, INC. d/b/a RENAISSANCE DEVELOPMENT, et al.,	)	
	)	
Defendants.	)	

CONSENT ORDER

I. INTRODUCTION

A. Background

1. Defendants DKCD, Inc. d/b/a Renaissance Development d/b/a Renaissance Homes and d/b/a Renaissance Realty Investments; William M. Carroll, Jr.; Eric Claypool; Cooper Creek Village, LLC; Deering Road, LLC; Glenmary Village, LLC; Hawk Design, Inc.; Heritage Engineering, LLC; Land Design & Development, Inc.; Mindel, Scott & Associates, Inc.; Renaissance/Audubon Woods II, LLC; Renaissance/Deering Road, LLC d/b/a Woodridge Lake; Renaissance-Glenmary Village Apartments, LLC; Renaissance Homes, LLC; Renaissance/LS, LLC d/b/a Springs of Glenmary Village; Renaissance Realty Investments I, LLC; Renaissance/St. Andrews, LLC; Renaissance/Valley Farms, LLC; Renaissance/VFA, LLC; Tucker & Booker, Inc.; Woodridge Lake Builders, LLC; and Woods of St. Andrews, LLC; and Rule 19 parties Council of Co-Owners of the Gardens of Glenmary Village, Inc.; Council of Co-Owners of Springs of Glenmary Village, Inc.; Council of Co-Owners of Woodridge Lake Patio Homes, Inc.; Council of Co-Owners of Woods of St. Andrews, Inc.; Glenmary Village Recreational Association, Inc.; Glenmary Village Residents Association, Inc.; Renaissance St. Andrews Condominiums, Inc.; Woodridge Lake Homeowners Association, Inc.; and Woods of St. Andrews Homeowners Association, Inc. agree to the terms of this Consent Order, resolving this action filed by Plaintiff United States.

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

804(f)(2) and 804(f)(3)(C) of the FHA, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C), and in a manner required by the ADA, 42 U.S.C. § 12183(a)(1):

a. Audubon Woods Condominiums, Cardinal Dr., Louisville, KY
b. Cooper Creek Village Apartments, Cooper Village Terrace, Louisville, KY
c. Gardens of Glenmary Village Condominiums, Bardstown Rd., Louisville, KY
d. Glenmary Village Apartments, Bardstown Rd., Louisville, KY
e. Glenmary Village Overlook Condominiums, Bardstown Rd., Louisville, KY
f. Renaissance St. Andrews Apartments, Renwood Blvd., Louisville, KY
g. Renaissance St. Andrews Condominiums, Renwood Blvd., Louisville, KY
h. Springs of Glenmary Village Condominiums, Bardstown Rd., Louisville, KY
i. Valley Farms Apartments, Valley Station Rd., Louisville, KY
j. Valley Farms Condominiums, Valley Station Rd., Louisville, KY
k. Woodridge Lake Patio Homes, Deering Rd., Louisville, KY
l. Woods of St. Andrews Condominiums, St. Andrews Woods Cir., Louisville, KY

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

B. Defendants[1]

3. Defendant DKCD, Inc. is a for-profit Kentucky corporation with its principal place of business in Louisville, KY. DKCD, Inc. d/b/a Renaissance Development, Renaissance Homes, and Renaissance Realty Investments is an owner of the Subject Properties, and it is or was involved in the design and construction of the Subject Properties.

4. Defendant William M. Carroll, Jr. is an *emeritus* architect registered with the State of Kentucky Board of Architects having previously maintained his principal place of business in Louisville, KY. The United States alleges that he is or was involved in the design and construction of Gardens of Glenmary Village Condominiums and Valley Farms Apartments.

5. Defendant Eric Claypool is an architect registered with the State of Kentucky Board of Architects with his principal place in Louisville, KY. He is or was involved in the design and construction of Springs of Glenmary Village Condominiums.

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[1] In its complaint the United States also named Donald J. Cook, William O. Fischer, and Ernest Eggers. Based on information recently provided by the defendants regarding the ownership structures for the covered properties, the parties have agreed to file a stipulation of dismissal of Donald J. Cook, William O. Fischer, and Ernest Eggers contemporaneous with the filing of this consent order.

6. Defendant Cooper Creek Village, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Cooper Creek Village, LLC is an owner of Cooper Creek Village Apartments, and it is or was involved in the design and construction of that property.

7. Defendant Deering Road, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. The United States alleges that Deering Road, LLC is a developer of Woodridge Lake Patio Homes, and it is or was involved in the design and construction of that property.

8. Defendant Glenmary Village, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Glenmary Village, LLC is an owner of Gardens of Glenmary Village Condominiums, Glenmary Village Apartments, and Glenmary Village Overlook Condominium, and it is or was involved in the design and construction of those properties.

9. Defendant Hawk Design, Inc. is a for-profit Kentucky corporation with its principal place of business in Pendleton, KY. The United States alleges that Hawk Design, Inc. is or was involved in the design and construction of Gardens of Glenmary Village Condominiums, Springs of Glenmary Condominiums, Valley Farms Apartments, and Woods of St. Andrews Condominiums.

10. Defendant Heritage Engineering, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. The United States alleges that Heritage Engineering, LLC is or was involved in the design and construction of Audubon Woods Condominiums, Springs of Glenmary Village Condominiums, Valley Farms Apartments, and Valley Farms Condominiums.

11. Defendant Land Design & Development, Inc. is a for-profit Kentucky corporation with its principal place of business in Louisville, KY. The United States alleges that Land Design & Development, Inc. is or was involved in the design and construction of Glenmary Village Apartments, Glenmary Village Overlook Condominiums, and the clubhouse for Woodridge Lake Patio Homes.

12. Defendant Mindel, Scott & Associates, Inc. is a for-profit Kentucky corporation with its principal place of business in Louisville, KY. The United States alleges that Mindel Scott & Associates, Inc. is or was involved in the design and construction of Cooper Creek Village Apartments, Renaissance St. Andrews Apartments, Renaissance St. Andrews Condominiums, Woodridge Lake Patio Homes, and Woods of St. Andrews Condominiums.

13. Defendant Renaissance/Audubon Woods II, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Renaissance/Audubon Woods II, LLC is an owner of Audubon Woods Condominiums, and it is or was involved in the design and construction of that property.

14. Defendant Renaissance/Deering Road, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY 40299. Renaissance/Deering Road, LLC d/b/a Woodridge Lake is an owner of Woodridge Lake Patio Homes, and it is or was involved in the design and construction of that property.

15. Defendant Renaissance-Glenmary Village Apartments, LLC is a Kentucky limited liability company with its principal place in Louisville, KY. Renaissance-Glenmary Village Apartments, LLC is an owner of the Glenmary Village Apartments, and it is or was involved in the design and construction of that property.

16. Defendant Renaissance Homes, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Renaissance Homes, LLC is an owner of Woods of St. Andrews Condominiums, Woodridge Lake Patio Homes, Glenmary Village Apartments, Audubon Woods Condominiums, and Valley Farms Apartments, and it is or was involved in the design and construction of those properties.

17. Defendant Renaissance/LS, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Renaissance/LS, LLC d/b/a Springs of Glenmary Village is an owner of Springs of Glenmary Village Condominiums, and it is or was involved in the design and construction of that property.

18. Defendant Renaissance Realty Investments I, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Renaissance Realty Investments I, LLC is an owner of Woodridge Lake Patio Homes, and it is or was involved in the design and construction of that property.

19. Defendant Renaissance/St. Andrews, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Renaissance/St. Andrews, LLC is an owner of Renaissance St. Andrew Apartments and Renaissance St. Andrews Condominiums, and it is or was involved in the design and construction of those properties.

20. Defendant Renaissance/Valley Farms, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Renaissance/Valley Farms, LLC is an owner of Valley Farm Apartments, and it is or was involved in the design and construction of that property.

21. Defendant Renaissance/VFA, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY 40299. Renaissance/VFA, LLC is an owner of Valley Farms Apartments, and it is or was involved in the design and construction of that property.

22. Defendant Tucker & Booker, Inc. is a for-profit Kentucky corporation with its principal place of business in Louisville, KY. The United States alleges that Tucker & Booker,

Inc. is or was involved in the design and construction of Audubon Woods Condominiums, Cooper Creek Village Apartments, Glenmary Village Apartments, Glenmary Village Overlook Condominiums, Renaissance St. Andrews Apartments, Renaissance St. Andrews Condominiums, and Woodridge Lake Patio Homes.

23. Defendant Woodridge Lake Builders, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Woodridge Lake Builders, LLC is an owner of Woods of St. Andrews Condominiums and Woodridge Lake Patio Homes, and it is or was involved in the design and construction of those properties.

24. Defendant Woods of St. Andrews, LLC is a Kentucky limited liability company with its principal place of business in Louisville, KY. Woods of St. Andrews, LLC is an owner of Woods of St. Andrews Condominiums, and it is or was involved in the design and construction of that property.

25. Defendant Council of Co-Owners of the Gardens of Glenmary Village, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of the Gardens of Glenmary Village, Inc. is a homeowners' association for Gardens of Glenmary Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

26. Defendant Council of Co-Owners of Springs of Glenmary Village, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of Springs of Glenmary Village is a homeowners' association for the Springs of Glenmary Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

27. Defendant Council of Co-Owners of Woodridge Lake Patio Homes, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of Woodridge Lake Patio Homes, Inc. is a homeowners' association for Woodridge Lake Patio Homes and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

28. Defendant Council of Co-Owners of Woods of St. Andrews, Inc., is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Council of Co-Owners of Woods of St. Andrews, Inc. is a homeowners' association for Woods of St. Andrews Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

29. Defendant Glenmary Village Recreational Association, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40229. Glenmary Village Recreational Association, Inc. is a homeowners' association for Gardens of Glenmary Village Condominiums and Glenmary Village Apartments properties and has an ownership and management interest those properties. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

30. Defendant Glenmary Village Residents Association, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40229. Glenmary Village Residents Association, Inc. is the homeowners' association for Gardens of Glenmary Village Condominiums and Glenmary Village Apartments and has an ownership and management interest in those properties. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

31. Defendant Renaissance St. Andrews Condominiums, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Renaissance St. Andrews Condominiums, Inc. is the homeowners' association for Renaissance St. Andrews Condominiums and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

32. Defendant Woodridge Lake Homeowners Association, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40299. Woodridge Lake Homeowners Association, Inc. is a homeowners' association for Woodridge Lake Patio Homes and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

33. Defendant Woods of St. Andrews Homeowners Association, Inc. is a non-profit Kentucky corporation with its principal place of business at 11620 Commonwealth Drive, Louisville, KY 40229. Woods of St. Andrews Homeowners Association, Inc. is the homeowners' association for Woods of St. Andrews and has an ownership and management interest in that property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

C. Relevant Requirements of the Fair Housing Act

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

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

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

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

D. Relevant Requirements of the Americans with Disabilities Act

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

39. For the purposes of this Consent Order, the parties agree that the rental and sales offices for the Subject Properties, if any, 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.

E. Subject Properties

1. Audubon Woods Condominiums

40. Audubon Woods Condominiums ("AWC") is a condominium property that is under construction with an estimated completion date no earlier than December 1, 2009. When completed, it will comprise 2 seven-story, 40-unit condominium buildings joined together by a clubhouse and serviced by an elevator, and it will contain 80 "covered multifamily dwellings." The units and the public and common use areas of AWC are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).

41. The United States has inspected the architectural and civil engineering plans for AWC and has specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that the plans show, in part, that (a) accessible routes from the public access and parking areas to the building entrances with cross slopes greater than 2.0% and running slopes greater than 5.0% without ramp features; (b) the slope of the upper level parking garage slab is not limited to a maximum 2.0% slope; (c) two levels of the interior parking garage have no designated accessible parking spaces; (d) routes to public and common use areas have excessive slopes and abrupt level changes in excess of 1/4"; and (e) some kitchens and bathrooms are not designed so that an individual using a wheelchair can maneuver about them.

2. Cooper Creek Village Apartments

42. Cooper Creek Village Apartments ("CCVA") is an apartment and rental townhome property that was constructed after March 13, 1991, and comprises 3 two-story, 16-unit apartment buildings, 4 two-story, 8-unit apartment buildings, and 8 townhome buildings. It contains 42 "covered multifamily dwellings," 40 of which are ground-floor apartments, and 2 of which are single-story rental townhomes. The ground-floor apartments and single-story townhomes and the public and common use areas of CCVA are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C), and the rental office at CCVA is a place of public accommodation within the meaning of the ADA, 42 U.S.C. § 12181(7)(E).

43. The United States has inspected CCVA and has specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as the central dumpsters and mail kiosks lack accessible features for persons who use wheelchairs, and such public and common use areas are on a route with excessive slopes and

abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs in each building entrance area; (h) doors to many bathrooms, bedrooms, walk-in-closets and patios of apartments are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; (i) some kitchens and bathrooms are not designed so that an individual using a wheelchair can maneuver about them; and (j) thermostat controls are mounted above the maximum reach of a wheelchair user.

3. Gardens at Glenmary Village Condominiums

44. Gardens at Glenmary Village Condominiums ("GGVC") is a condominium property that comprises 3 two-story, 16-unit condominium buildings designed and constructed for first occupancy after March 13, 1991. It contains 24 ground-floor "covered multifamily dwellings." The ground-floor units and the public and common use areas of GGVC are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).

45. The United States has inspected GGVC and has specifically identified alleged failures to meet the FHA, 42 U.S.C. § 3604(f)(C)(3) at this property. The United States alleged that its investigation showed, in part, that there (a) are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as mail kiosks lack accessible features for persons who use wheelchairs, and public and common use areas such as the sales office are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs and protruding wall mounted porch lights in each building entrance area; (h) doors to many bathrooms, bedrooms, walk-in-closets and patios of apartments are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; and (i) thermostat controls are mounted above the maximum reach of a wheelchair user.

4. Glenmary Village Apartments

46. Glenmary Village Apartments ("GVA") is an apartment property that comprises 17 two-story, 16-unit apartment buildings designed and constructed for first occupancy after March 13, 1991. It contains 136 ground-floor "covered multifamily dwellings." The ground-floor units and the public and common use areas of GVA are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C), and the rental office at GVA is a place of public accommodation within the meaning of the ADA, 42 U.S.C. § 12181(7)(E).

47. The United States has inspected GVA and has specifically alleged identified failures to meet the Accessible Design Requirements and Standards of Accessible Design at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%.; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as mail kiosks and dumpsters lack accessible features for persons who use wheelchairs, and public and common use areas such as the leasing office are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs and protruding wall mounted porch lights in each building entrance area; (h) doors to many bathrooms, bedrooms, walk-in-closets and patios of apartments are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; (i) some kitchens and bathrooms are not designed so that an individual using a wheelchair can maneuver about them; and (j) thermostat controls are mounted above the maximum reach of a wheelchair user.

5. Glenmary Village Overlook Condominiums

48. Glenmary Village Overlook Condominiums ("GVOC") is a condominium property that is under construction with an estimated project completion date no earlier than January 1, 2010. When completed, it will comprise six 8-unit buildings, three 12-unit buildings, one 16-unit building and one 18-unit building. The 8-unit buildings contain two 2-story patio homes and six single-story garden homes with two garden homes on the ground floor. The 12-unit buildings contain four 2-story townhomes and eight single-story garden homes with four garden homes on the ground floor. The 16-unit building contains 16 single-story garden homes with eight garden homes on the ground floor. The 18-unit building contains two 2-story townhomes and 16 single-story garden homes with eight garden homes on the ground floor. It

will contain 40 "covered multifamily dwellings." The garden home units and the public and common use areas of GVOC are subject to the requirements of FHA, 42 U.S.C. § 3604(f)(3)(C).

49. The United States has inspected the architectural and civil engineering plans for GVOC and specifically identified alleged failures to meet the FHA, 42 U.S.C. § 3604(f)(C)(3) at this property. The United States alleges that the civil engineering plans showed, in part, that (a) accessible routes from the parking area to numerous building entrances with cross slopes greater than 2/0% and running slopes greater than 5.0% without ramp features; (b) there are no curb ramps shown for the pedestrian crossing between buildings; (c) there is no provision for post-mounted signs to designate accessible parking spaces that front building entrances; (d) there is a lack of clear floor space in covered unit bathrooms and a lack of a cane-detectable barrier rail at breezeway stair sections; and (e) the breezeway slabs are lower than ½" below the floor level of covered units.

6. Renaissance St. Andrews Apartments and Condominiums

50. Renaissance St. Andrews Apartments and Condominiums ("RSAAC") is an apartment and condominium property that comprises 9 three-story, 24-unit apartment buildings designed and constructed for first occupancy after March 13, 1991. RSAAC contains 88 "covered multifamily dwellings." The ground-floor units and public and common use areas of RSAAC are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C), and the rental and sales office at RSAAC is a place of public accommodation within the meaning of the ADA, 42 U.S.C. § 12181(7)(E).

51. The United States has inspected RSAAC and has specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as mail kiosks and dumpsters lack accessible features for persons who use wheelchairs, and public and common use areas such as the leasing office are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs in each building entrance area; (h) doors to many bathrooms, bedrooms, walk-in-closets and patios of apartments are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; (i) some kitchens and bathrooms are not designed so that an individual using a wheelchair can maneuver

about them; and (j) thermostat controls are mounted above the maximum reach of a wheelchair user.

7. Springs of Glenmary Village Condominiums

52. Springs of Glenmary Village Condominiums ("SGVC") is a condominium property that is under construction with an estimated project completion date no earlier than June 1, 2009. When completed, it will comprise 5 two-story, 16 unit condominium buildings and 3 two-story, 8-unit condominium buildings, and it will contain 60 ground-floor "covered multifamily dwellings." The ground-floor units and the public and common use areas of SGVC are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).

53. The United States has inspected SGVC and has specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as mail kiosks lack accessible features for persons who use wheelchairs, and public and common use areas such as the leasing office are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold. The door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (f) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs in each building entrance area; (g) doors to bathrooms are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; and (h) thermostat controls are mounted above the maximum reach of a wheelchair user.

8. Valley Farms Apartments

54. Valley Farms Apartments ("VFA") is an apartment property that is under construction. When completed, it will comprise 10 two-story, 16-unit apartment buildings, and it will contain 80 ground-floor "covered multifamily dwellings." The ground-floor apartments and the public and common areas of VFA are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C), and the rental office at VFA is a place of public accommodation within the meaning of the ADA, 42 U.S.C. § 12181(7)(E).

55. The United States has inspected VFA and has specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the

public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as mail kiosks lack accessible features for persons who use wheelchairs, and public and common use areas such as the leasing office are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs in each building entrance area; (h) doors to bathrooms are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; and (i) wall outlets and thermostat controls are mounted above the maximum reach of a wheelchair user.

9. Valley Farms Condominiums

56. Valley Farms Condominiums ("VFC") is a condominium property that is under construction with an estimated project completion date no earlier than December 1, 2010. When completed, it will comprise 17 two-story, 16-unit condominium buildings, and it will contain 136 ground-floor "covered multifamily dwellings" within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(B). The condominiums and the public and common areas of VFC are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C), and the sales office at VFC is a place of public accommodation with the meaning of the ADA, 42 U.S.C. § 12181(7)(E).

57. The United States inspected civil engineering plans for VFC and specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that the plans show (a) a lack of curb ramps at or near designated accessible parking spaces and curb ramps with slopes greater than 8.33%; and (b) proposed accessible routes to unit entrances that are graded with steep slopes and that do not have required ramp features.

10. Woodridge Lake Patio Homes

58. Woodridge Lake Patio Homes ("WLPH") is a patio home property that is under construction. When completed, the first phases will comprise 16 single-story, 4-unit patio home buildings, one two-story, 2-unit patio home building, and totaling 64 "covered multifamily dwellings" within the meaning of FHA, 42 U.S.C. § 3604(f)(7)(B). The patio home units and the public and common areas of WLPH are subject to the requirements of the FHA, U.S.C. § 3604(f)(3)(C), and the sales offices at WLPH are public accommodations within the meaning of the ADA, 42 U.S.C. § 12181(7)(E).

59. The United States has inspected WLPH and has specifically identified alleged failures to meet the Accessible Design Requirements and the ADA Standards at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas lack accessible features for persons who use wheelchairs, and public and common use areas such as the leasing office are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) doors to bathrooms are not sufficiently wide for passage by a person using a wheelchair or other mobility aid; and (h) thermostat controls are mounted above the maximum reach of a wheelchair user.

11. Woods of St. Andrews Condominiums

60. Woods of St. Andrews Condominiums ("WSAC") is a condominium property that is under construction. When completed, it will comprise 6 two-story, 16-unit condominium buildings, and 3 two-story, 8-unit condominium buildings, and it will contain 60 ground-floor "covered multifamily dwellings." The ground-floor units and the public and common use areas of WSAC are subject to the requirements of the FHA, 42 U.S.C. § 3604(f)(3)(C).

61. The United States has inspected WSAC and has specifically identified alleged failures to meet the requirements of the FHA at this property. The United States alleges that its investigation showed, in part, that (a) there are routes from the public access and parking areas to numerous building entrances with abrupt level changes in excess of 1/4" (such as steps and barrier curbs), running slopes greater than 5.0% and cross slopes greater than 2.0%; many curb ramps on these routes have running slopes in excess of 8.33% and cross slopes in excess of 2.0%; (b) there are buildings without accessible resident or visitor parking on an accessible route to the building entrance; (c) public and common use areas such as mail kiosks lack accessible features for persons who use wheelchairs, and public and common use areas are on a route with excessive slopes and abrupt level changes in excess of 1/4"; (d) bathrooms in common and public use areas are not designed so that an individual using a wheelchair can maneuver about them; (e) the maneuvering surface at the primary entry door to certain ground floor units slopes away from the door in excess of 1.0%, and there are abrupt level changes in excess of 1/4" at the exterior side of the threshold; (f) the door hardware on entrances to ground floor units are round knobs which require a tight grasping and twisting of the wrist to operate; (g) the head height on routes is reduced to less than 80" by the unprotected undersides of stairs in each building entrance area; (h) doors to bathrooms are not sufficiently wide for passage by a person using a

wheelchair or other mobility aid; and (i) thermostat controls are mounted above the maximum reach of a wheelchair user.

F. Consent of the Parties to Entry of this Order

62. Defendants DKCD, Inc. d/b/a Renaissance Development d/b/a Renaissance Homes d/b/a Renaissance Realty Investments, Cooper Creek Village, LLC, Glenmary Village, LLC, Renaissance/Audubon Woods II, LLC; Renaissance/Deering Road, LLC; Renaissance-Glenmary Village Apartments, LLC; Renaissance Homes, LLC; Renaissance/LS, LLC d/b/a Springs of Glenmary Village; Renaissance Realty Investments I, LLC; Renaissance/St. Andrews, LLC; Renaissance/Valley Farms, LLC; Renaissance/VFA, LLC; Woodridge Lake Builders, LLC; and Woods of St. Andrews, LLC (hereinafter referred to as the "Owner/Developer Defendants"), agree to bring the Subject Properties into compliance with the FHA and, where applicable, the ADA, as set forth herein.

63. Defendants William M. Carroll, Jr., Deering Road, LLC, Hawk Design, Inc., Heritage Engineering, LLC, Land Design & Development, Inc., Mindel, Scott & Associates, Inc., and Tucker & Booker, Inc., (hereinafter referred to as the "Retrofit Funding Defendants") agree to contribute an agreed sum to bring the Subject Properties into compliance with the FHA and, where applicable, the ADA, as set forth herein.

64. The Owner/Developer Defendants and Retrofit Funding Defendants identified in paragraphs 62 and 63 together with Eric Claypool are jointly hereinafter referred to as the "Design and Construct Defendants."

65. Defendants Council of Co-Owners of the Gardens of Glenmary Village, Inc.; Council of Co-Owners of Springs of Glenmary Village, Inc.; Council of Co-Owners of Woodridge Lake Patio Homes, Inc.; Council of Co-Owners of Woods of St. Andrews, Inc.; Glenmary Village Recreational Association, Inc.; Glenmary Village Residents Association, Inc.; Renaissance St. Andrews Condominiums, Inc.; Woodridge Lake Homeowners Association, Inc.; and Woods of St. Andrews Homeowners Association, Inc. (hereinafter referred to as the "Council & Association Defendants") agree to permit the retrofitting and inspecting of the Subject Properties pursuant to the FHA and, where applicable, the ADA, as set forth in this Order.

66. 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.

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

It is hereby ORDERED, ADJUDGED, and DECREED:

II. GENERAL INJUNCTION

68. The Defendants, except for the Council & Association Defendants, and each of their officers, employees, agents, successors and assigns, and all other persons in active concert or participation with them are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f)(1) - (3), and the Americans with Disabilities Act, 42 U.S.C. §§ 12182(a) and 12183(a)(1).

69. The Council & Association Defendants and each of their officers, employees, agents, successors and assigns, and all other persons in active concert or participation with them are enjoined from interfering or preventing the retrofitting ordered herein or the implementation or completion of this Consent Order. The Council & Association Defendants agree to allow access to the public and common use areas of the Subject Properties, and, to the extent possible, access to unit interiors at the Subject Properties, for the purpose of planning, evaluating, and performing any action required under this Order to bring the public and common use areas and the unit interiors into compliance with the FHA and the FHA Guidelines, and for the purpose of interviewing or meeting with homeowners, residents or tenants at AWC to aid in the implementation or completion of this Order.

III. CONTRIBUTION BY DEFENDANTS TO RETROFIT FUND

70. Within ten (10) days of entry of this Order, the Owner/Developer Defendants will establish and maintain an interest-bearing escrow account ("Retrofit Fund") to be used to pay a portion of the costs of retrofitting the Subject Properties.

71. Within ten (10) days of the entry of this Order, the Retrofit Funding Defendants will pay a sum agreed upon by the Design and Construct Defendants into the Retrofit Fund, such sum representing the Retrofit Funding Defendants' complete and final contribution to the cost of the retrofits set forth below, damages for alleged aggrieved persons, and for civil penalties, as set forth in **Sections IV, V, VI, VII, VIII, IX, XI,** and **XII**. Within ten (10) days of receiving that payment into the Retrofit Fund, the Owner/Developer Defendants shall certify in writing to the United States that the Retrofit Funding Defendants have satisfied this obligation. The parties agree that upon the certification by the Owner/Developer Defendants, the Retrofit Funding Defendants shall have no further obligations under **Sections IV, V, VI, VII, VIII, IX, XI,** and **XII**, regardless of whether the Owner/Developer Defendants fulfill their obligations under this Order.

72. The total amount deposited into the Retrofit Fund shall be **Two Hundred Sixteen Thousand Five Hundred Dollars and 00/100** (**$216,500.00**). This Retrofit Fund shall be held in an interest bearing escrow account of Frost Brown and Todd LLC. The Owner/Developer Defendants shall perform the required retrofits under this Consent Order using funds other than the Retrofit Fund and no distributions shall be made from the Retrofit Fund until such time that

the only remaining retrofits to be completed pursuant to this Consent Order have an approximate cost of the amount held in the Retrofit Fund. At such time, the Owner/Developer shall notify the United States and the United States, upon receipt of satisfactory evidence of the same, shall grant the Owner/Developer Defendants permission to distribute the funds from the Retrofit Fund to complete the remaining retrofits required under this Consent Order.

73. After receiving approval from the United States pursuant to paragraph 72, the Owner/Developer Defendants will make payments from the Retrofit Fund only after the retrofits for which payment is sought are performed. At least two weeks prior to making a payment, the Owner/Developer Defendants will notify the United States in writing of their intent to make a payment from the Retrofit Fund by listing the amount of the payment, the payees, and the retrofits performed along with invoices from the payees and digital photographs taken before and after the retrofitting.

74. The Owner/Developer Defendants will have the obligation to perform the requirements of **Sections IV**, **V**, **VI**, **VII**, **VIII**, **IX**, **XI**, and **XII**, in addition to other Sections of this Order, where specified. The Owner/Developer Defendants' obligation to perform their obligations under **Sections IV**, **V**, **VI**, **VII**, **VIII**, **IX**, **XI**, and **XII** is independent of the Retrofit Funding Defendants' obligation to pay the agree-upon sum into the Retrofit Fund maintained by the Owner/Developer Defendants referenced above. As set forth in Appendix Q, the Owner/Developer Defendants attest to having the financial ability to perform the obligations under **Sections IV**, **V**, **VI**, **VII**, **VIII**, **IX**, **XI**, and **XII**.

IV. RETROFITS AT SUBJECT PROPERTIES

75. The United States, as set forth herein and in its Complaint, alleges that the Subject Properties do not meet the accessibility requirements of the FHA, the Fair Housing Accessibility Guidelines ("FHA Guidelines") (56 Fed. Reg. 9472 (1991)), the ADA, and the ADA Standards. To address the United States' allegations, the Owner/Developer Defendants shall complete the actions and retrofits described in this section and Appendices A.1 through I.3 and shall pay all expenses associated with these retrofits.[2] For covered multifamily dwelling units that are retrofitted upon request, the responsible Owner/Developer Defendants will make the Accessible Pedestrian Route to the unit entrance compliant with the FHA and the FHA Guidelines in

[2] 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). Should Owner/Developer Defendants elect to follow a standard other than ANSI for making the public and common-use areas accessible, they will inform the United States in writing of the standard. Such standard must provide access that is "essentially equivalent" to or "greater" than ANSI A117.1 (1986).

accordance with the Route and Inspection General Protocol ("Route Inspection Protocol") separately agreed to by the United States and the Defendants and described in **Section VII**, infra.

A. Audubon Woods Condominiums (AWC)

1. Compliant Accessible Pedestrian Routes

76. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this Order, DKCD, Inc. and Renaissance/Audubon Woods II, LLC will take all corrective measures necessary to make the Accessible Pedestrian Routes at AWC identified in Appendix A.1 fully compliant with the FHA and the FHA Guidelines, the ADA, and the ADA Standards according to the Route Inspection Protocol.

2. Compliant Public and Common Use Areas

77. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc. and Renaissance/Audubon Woods II, LLC will take any corrective actions necessary to make the public and common use areas of AWC compliant with the FHA, FHA Guidelines, ADA and ADA Standards.

3. Compliant Dwelling Unit Interiors

78. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc. and Renaissance/Audubon Woods II, LLC will take any corrective actions necessary to make the unit interiors at AWC compliant with the FHA and FHA Guidelines.

B. Cooper Creek Village Apartments (CCVA)

1. Retrofits to Accessible Pedestrian Routes

79. As soon as reasonably possible, but by no later than twenty-four (24) months from the entry of this Order, DKCD, Inc. and Cooper Creek Village, LLC will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix B.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to Public and Common Use Areas

80. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc. and Cooper Creek Village, LLC will complete the retrofits to the public and common use areas at CCVA listed in Appendix B.2 to bring the public and common use areas of CCVA into compliance with the FHA, FHA Guidelines, ADA, and ADA standards.

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

81. As soon as reasonably possible, but by no later than four (4) years from the entry of this Order, DKCD, Inc. and Cooper Creek Village, LLC will complete all retrofits as described in Appendix B.3 to the interiors of the covered multifamily dwellings at CCVA to bring these unit interiors into compliance with the FHA and the FHA Guidelines in accordance with the Interior Retrofit Inspection Protocol ("Interior Inspection Protocol") separately agreed to by the United States and the Defendants and described in **Section VII**, infra. DKCD, Inc. and Cooper Creek Village, LLC will retrofit the interior of a covered multifamily dwelling at CCVA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, DKCD, Inc. and Cooper Creek Village, LLC will complete retrofitting within four (4) years from entry of this Order.

82. Within forty-five (45) days from the date of the entry of this Order, DKCD, Inc. and Cooper Creek Village, LLC will provide a notice that is substantially equivalent to Appendix L to CCVA residents in ground-floor covered multifamily dwelling units identified in Appendix B.3. The notice will inform CCVA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines and that to settle this lawsuit, DKCD, Inc. and Cooper Creek Village, LLC have agreed to perform certain retrofits to the ground-floor covered units; (2) the unit must be retrofitted within four (4) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by **Section V** of this Order, infra.

83. CCVA residents may request the retrofits in writing, and the requests will be granted by DKCD, Inc. and Cooper Creek Village, LLC on a first come, first served basis. DKCD, Inc. and Cooper Creek Village, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 167 of this Consent Order.

C. Gardens of Glenmary Village Condominiums (GGVC)

1. Retrofits to Accessible Pedestrian Routes

84. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this Order, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will complete the retrofits required to make the Accessible Pedestrian Routes identified in Appendix C.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to the Public and Common Use Areas

85. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will complete the retrofits to the public and common use areas at GGVC listed in Appendix C.2 to bring the public and common use areas of GGVC into compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

3. Retrofits to Dwelling Unit Interiors

86. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will, at the request of condominium unit owners or residents, retrofit covered multifamily dwelling unit interiors at GGVC as described in Appendix C.3 and in accordance with the Interior Inspection Protocol for a period of fifty-four (54) months from the date of the entry of this Order.

87. Within forty-five (45) days from the date of the entry of this Order, and on each anniversary of entry of this Order for the next four (4) years, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will inform each condominium unit owner and resident who resides in a ground-floor covered multifamily dwelling unit at GGVC that has not been retrofitted as described in Appendix C.3, in writing, that (1) the United States has alleged that certain features of the unit and the public and common use areas do not meet the accessible and adaptive design requirements of the FHA and that to settle this lawsuit, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC have agreed to retrofit certain features of the unit and the Accessible Pedestrian Route to the unit to make them more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit and on the Accessible Pedestrian Route upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance. In addition, the notice will inform each unit owner or resident that he or she will be paid SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she agrees to have the unit modified to retrofit the alleged violations in Appendix C.3 and the Accessible Pedestrian Route retrofitted. The notice will be substantially in the form of Appendix K. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

88. For each unit that DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC have not closed on, settled, or transferred ownership as of the date of the entry of this Order, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will complete the retrofits to the unit interiors as described in Appendix C.3, and will have the retrofits inspected pursuant to the process set forth in paragraphs 143-146 below, before the closing, settlement, or transfer of the unit.

89. Unit owners or residents at GGVC may request the retrofits in writing, and DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will grant requests on a first come, first served basis. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested on a first come, first served basis, with such deadline being subject to paragraph 167 of this Order.

90. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will pay each unit owner or resident SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that unit modified to retrofit all of the alleged violations in Appendix C.3 and the Accessible Pedestrian Route retrofitted.

D. Glenmary Village Apartments (GVA)

1. Retrofits to Accessible Pedestrian Routes

91. As soon as reasonably possible, but by no later twenty-four (24) months from the entry of this Order, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will complete the retrofits required to make the Accessible Pedestrian Routes identified in Appendix D.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to Public and Common Use Areas

92. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will complete the retrofits to the public and common use areas at GVA listed in Appendix D.2 to bring the public and common use areas of GVA into compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

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

93. As soon as reasonably possible, but by no later than four (4) years from the entry of this Order, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will complete all retrofits to the interiors of ground-floor covered multifamily dwelling units at GVA in accordance with Appendix D.3 and in accordance with the Interior Inspection Protocol. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit the interior of a covered multifamily dwelling at GVA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will complete such retrofitting no later than four (4) years from entry of this Order.

94. Within forty-five (45) days from the date of the entry of this Order, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will provide a notice that is substantially equivalent to Appendix L to GVA residents in the ground-floor covered multifamily dwelling units identified in Appendix D.3. The notice will inform GVA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines and that to settle this lawsuit, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC have agreed to perform certain retrofits to the ground-floor covered units; (2) the unit must be retrofitted within four (4) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or, if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the resident, as required by **Section V** of this Order, infra.

95. GVA residents may request the retrofits in writing, and the requests will be granted by DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC on a first come, first served basis. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 167 of this Consent Order.

E. Renaissance St. Andrews Apartments and Condominiums (RSAAC)

1. Retrofits to Accessible Pedestrian Routes

96. As soon as reasonably possible, but by no later than twenty-four (24) months from the entry of this Order, DKCD, Inc. and Renaissance/St. Andrews, LLC will complete the retrofits to make the Accessible Pedestrian Routes identified in Appendix E.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to Public and Common Use Areas

97. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc. and Renaissance/St. Andrews, LLC will complete the retrofits to the public and common use areas at RSAAC listed in Appendix E.2 to bring the public and common use areas of RSAAC into compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

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

(a) Covered Multifamily Dwellings Units in Apartment Buildings

98. As soon as reasonably possible, but by no later than four (4) years from the entry of this Order, DKCD, Inc. and Renaissance/St. Andrews, LLC will complete all retrofits to the interiors of the ground-floor covered multifamily dwellings at Renaissance St. Andrews Apartments as described in Appendix E.3(a) and in accordance with the Interior Inspection Protocol. DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the interior of a covered multifamily dwelling at Renaissance St. Andrews Apartments no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, DKCD, Inc. and Renaissance/St. Andrews, LLC will complete such retrofitting no later than four (4) years from entry of this Order.

99. Within forty-five (45) days from the date of the entry of this Order, DKCD, Inc. and Renaissance/St. Andrews, LLC will provide a notice that is substantially equivalent to Appendix L to Renaissance St. Andrews Apartments residents in the ground-floor covered multifamily dwelling units identified in Appendix E.3(a). The notice will inform the residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines and that to settle this lawsuit, DKCD, Inc. and Renaissance/St. Andrews, LLC have agreed to perform certain retrofits to the ground-floor covered units; (2) the unit must be retrofitted within four (4) years of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the resident, as required by **Section V** of this Order, infra.

100. RSAA residents may request the retrofits in writing, and the requests will be granted by DKCD, Inc. and Renaissance/St. Andrews, LLC on a first come, first served basis. DKCD, Inc. and Renaissance/St. Andrews, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 167 of this Consent Order.

(b) Covered Multifamily Dwelling Units in Condominium Buildings

101. DKCD, Inc. and Renaissance/St. Andrews, LLC will, at the request of condominium unit owners or residents, retrofit covered multifamily dwelling interior units at Renaissance St. Andrews Condominiums as described in Appendix E.3(b) and in accordance with the Interior Inspection Protocol for a period of fifty-four (54) months from the date of the entry of this Order.

102. Within forty-five (45) days from the date of the entry of this Order, and on each anniversary of entry of this Order for the next four (4) years, DKCD, Inc. and Renaissance/St. Andrews, LLC will inform each condominium unit owner and resident who resides in a ground-floor covered multifamily dwelling unit at Renaissance St. Andrews Condominiums that has not been retrofitted as described in Appendix E.3(b), in writing, that (1) the United States has alleged that certain features of the unit and the public and common use areas do not meet the accessible and adaptive design requirements of the FHA and that to settle this lawsuit, DKCD, Inc. and Renaissance/St. Andrews, LLC have agreed to retrofit certain features of the unit and the Accessible Pedestrian Route to the unit to make them more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit and on the Accessible Pedestrian Route upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance. In addition, the notice will inform each unit owner or resident that he or she will be paid SIX HUNDRED ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she agrees to have the unit modified to retrofit all of the alleged violations in Appendix E.3(b) and the Accessible Pedestrian Route retrofitted. The notice will be substantially in the form of Appendix K. DKCD, Inc. and Renaissance/St. Andrews, LLC will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

103. DKCD, Inc. and Renaissance/St. Andrews, LLC agree to take the corrective actions necessary to retrofit the Accessible Pedestrian Route to the covered multifamily dwelling condominium unit entrance, as shown in Appendix E.1, of any condominium unit owner or resident at Renaissance St. Andrews Condominiums that requests the interior retrofits described in Appendix E.3(b) when such Accessible Pedestrian Route has not been already retrofitted. DKCD, Inc. and Renaissance/St. Andrews, LLC agree to bring such "Requested" Accessible Pedestrian Route and the public and common use areas associated with covered dwelling units served by that route into compliance with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards by completing retrofits to the Accessible Pedestrian Routes according to the Route Inspection Protocol.

104. For each condominium unit that DKCD, Inc. and Renaissance/St. Andrews, LLC have not closed on, settled, or transferred ownership as of the date of the entry of this Order, DKCD, Inc. and Renaissance/St. Andrews, LLC will complete the retrofits to the condominium unit interiors as described in Appendix E.3(b), and will have the retrofits inspected pursuant to the process set forth in paragraphs 143-146 below, before the closing, settlement, or transfer of the unit.

105. Unit owners or residents at Renaissance St. Andrews Condominiums may request the retrofits in writing, and DKCD, Inc. and Renaissance/St. Andrews, LLC will grant requests on a first come, first served basis. DKCD, Inc. and Renaissance/St. Andrews, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which

the retrofits were requested on a first come, first served basis, with such deadline being subject to paragraph 167 of this Consent Order.

106. DKCD, Inc. and Renaissance/St. Andrews, LLC will pay each unit owner or resident at Renaissance St. Andrews Condominiums SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that condominium unit owner or resident agrees to have the unit modified to retrofit all of the alleged violations in Appendix E.3(b) and the Accessible Pedestrian Route to the condominium unit retrofitted.

F. Springs of Glenmary Village Condominiums (SGVC)

1. Retrofits to Accessible Pedestrian Routes

107. As soon as reasonably possible, but by no later than twenty-four (24) months from the entry of this Order, DKCD, Inc. and Renaissance/LS, LLC will complete the retrofits required to make the Accessible Pedestrian Routes identified in Appendix F.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to the Public and Common Use Areas

108. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc. and Renaissance/LS, LLC will complete the retrofits to the public and common use areas at SGVC listed in Appendix F.2 to bring the public and common use areas of SGVC into compliance with the FHA, FHA Guidelines, ADA, and the ADA Standards.

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

109. DKCD, Inc. and Renaissance/LS, LLC will, at the request of condominium unit owners or residents, retrofit covered multifamily dwelling unit interiors at SGVC as described in Appendix F.3 and in accordance with the Interior Inspection Protocol for a period of fifty-four (54) months from the date of the entry of this Order.

110. Within forty-five (45) days from the date of the entry of this Order, and on each anniversary of entry of this Order for the next four (4) years, DKCD, Inc. and Renaissance/LS, LLC will inform each condominium unit owner and resident who resides in a ground-floor covered multifamily dwelling unit at SGVC that has not already been retrofitted as described in Appendix F.3, in writing, that (1) the United States has alleged that certain features of the unit and the public and common use areas do not meet the accessible and adaptive design requirements of the FHA and that to settle this lawsuit, DKCD, Inc. and Renaissance/LS, LLC have agreed to retrofit certain features of the unit and the Accessible Pedestrian Route to the unit to make them more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit and on the Accessible Pedestrian Route upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; and (4) the scheduling of the

retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance. In addition, the notice will inform each unit owner or resident that he or she will be paid SIX HUNDRED ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she agrees to have the unit modified to retrofit all of the alleged violations in Appendix F.3 and the Accessible Pedestrian Route retrofitted. The notice will be substantially in the form of Appendix K. DKCD, Inc. and Renaissance/LS, LLC will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

111. DKCD, Inc. and Renaissance/LS, LLC agree to take the corrective actions necessary to retrofit the Accessible Pedestrian Route to the covered dwelling unit entrance, as shown in Appendix F.1, of any unit owner or resident at SGVC that requests the interior retrofits described in Appendix F.3 when such Accessible Pedestrian Route has not been already retrofitted. DKCD, Inc. and Renaissance/LS, LLC agree to bring such "Requested" Accessible Pedestrian Route and the public and common use areas associated with covered dwelling units served by that route into compliance with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards by completing retrofits to the Accessible Pedestrian Routes according to the Route Inspection Protocol.

112. For each unit that DKCD, Inc. and Renaissance/LS, LLC have not closed on, settled, or transferred ownership as of the date of the entry of this Order, DKCD, Inc. and Renaissance/LS, LLC will complete the retrofits to the unit interiors as described in Appendix F.3, and will have the retrofits inspected pursuant to the process set forth in paragraphs 143-146 below, before the closing, settlement, or transfer of the unit.

113. Unit owners or residents at SGCV may request the retrofits in writing, and DKCD, Inc. and Renaissance/LS, LLC will grant requests on a first come, first served basis. DKCD, Inc. and Renaissance/LS, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested on a first come, first served basis, with such deadline being subject to paragraph 167 of this Order.

114. DKCD, Inc. and Renaissance/LS, LLC will pay each unit owner or resident SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that unit owner or resident agrees to have the unit modified to retrofit all of the alleged violations in Appendix F.3 the Accessible Pedestrian Route retrofitted.

G. Valley Farms Apartments (VFA)

1. Retrofits to Accessible Pedestrian Routes

115. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will complete the retrofits required to make the Accessible

Pedestrian Routes identified in Appendix G.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to Public and Common Use Areas

116. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will complete the retrofits to the public and common use areas at VFA listed in Appendix G.2 to bring the public and common use areas of VFA into compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

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

117. As soon as reasonably possible, but by no later than four (4) years from the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will complete all retrofits to the interiors of the covered multifamily dwellings at VFA in accordance with Appendix G.3 and in accordance with the Interior Inspection Protocol. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will retrofit the interior of a covered multifamily dwelling at VFA no later than the first time that unit becomes vacant following the entry of this Consent Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will complete such retrofitting no later than four (4) years from entry of this Order.

118. Within forty-five (45) from the date of the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will provide a notice that is substantially equivalent to Appendix L to VFA residents in ground-floor covered multifamily dwelling units identified in Appendix G.3. The notice will inform VFA residents that (1) the United States alleges that the unit and public and common use areas do not meet the requirements of the FHA and FHA Guidelines and that DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC have agreed to perform certain retrofits to the ground-floor covered units; (2) the unit must be retrofitted within four (4) years of the date of the entry of the Consent Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or, if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the resident, as required by **Section V** of this Order, infra.

119. VFA residents may request the retrofits in writing, and the requests will be granted by DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC on a first come, first served basis. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits

were requested by a resident on a first come, first served basis, with such deadline being subject to paragraph 167 of this Order.

H. Woodridge Lake Patio Homes (WLPH)

1. Retrofits to Pedestrian Routes

(a) Mandatory Retrofits

120. As soon as reasonably possible, but by no later than twenty-four (24) months from the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will complete the retrofits required to make the Accessible Pedestrian Routes identified in Appendix H.1(a) and Appendix H.1(a)-Supplement compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

(b) Retrofits Upon Request

121. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of patio home owners or residents at WLPH, retrofit the L-shaped approach walks from the unit entrance connecting to the unit driveway identified in Appendix H.1(b) for a period of fifty-four (54) months from the date of the entry of this Order.

122. Within forty-five (45) days from the date of the entry of this Order, and on each anniversary of entry of this Order for the next four (4) years, the DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will inform each unit owner and resident who resides in a unit at WLPH that is identified in Appendix H.1(b) and that has not already had the L-shaped approach walk from the unit entrance connecting to the unit driveway retrofitted, in writing, that (1) the United States has alleged that the L-shaped approach walks to the unit entrance do not meet the accessible design requirements of the FHA and that to settle this lawsuit, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC have agreed to retrofit the L-shaped approach walk to make it more accessible; (2) the features of accessible design can be retrofitted to the L-shaped approach walk upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; (4) the scheduling of the retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance; (5) the retrofits from start to finish will take no longer than five (5) days from the date construction begins, weather permitting; and (6) the unit owner or resident may request that handrails be installed along both sides of those portions of the L-shaped approach walk that, when the retrofit is completed, has a running slope greater than 5.0%. In addition, the notice will inform each unit owner or resident that he or she will be paid TWO HUNDRED DOLLARS ($200.00) as payment for inconvenience, beyond the monies expended on the

retrofits, if he or she agrees to have the L-shaped approach walk modified to retrofit the alleged violations in Appendix H.1(b). The notice will be substantially in the form of Appendix O. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

123. Unit owners or residents at WLPH may request the retrofit to their L-shaped approach walk as described in Appendix H.1(b) in writing, and DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will grant requests on a first come, first served basis. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will begin the retrofits within thirty (30) days from the date on which the retrofits were requested and will complete the retrofits within five (5) days from the date construction begins, weather permitting. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC agree that the retrofits described in Appendix H.1(b) will be compliant with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards according to the Route Inspection Protocol. Unit owners or residents may request to retrofit their L-shaped approach walk independent of any request for an interior unit retrofit as provided for in paragraphs 126-131, below.

124. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will pay each unit owner or resident TWO HUNDRED DOLLARS ($200.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that unit owner or resident agrees to have the L-shaped approach walk retrofitted.

2. Retrofits to the Public and Common Use Areas

125. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will complete the retrofits to the public and common use areas at WLPH listed in Appendix H.2 to bring the public and common use areas of WLPH into compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

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

126. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of patio home owners or residents, retrofit covered multifamily dwelling unit interiors at WLPH as described in Appendix H.3 and in accordance with the Interior Inspection Protocol for a period of fifty-four (54) months from the date of the entry of this Order.

127. Within forty-five (45) days from the date of the entry of this Order, and on each anniversary of entry of this Order for the next four (4) years, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will inform each unit owner and resident who resides in a covered multifamily dwelling unit at WLPH that has not been retrofitted as described in Appendix H.3, in writing, that (1) the United States has alleged that certain features of the unit and the public and common use areas do not meet the accessible and adaptive design requirements of the FHA and that to settle this lawsuit, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC have agreed to retrofit certain features of the unit and Accessible Pedestrian Route to make them more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit and on the Accessible Pedestrian Route upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance. In addition, the notice will inform each unit owner or resident that he or she will be paid SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she agrees to have the unit modified to retrofit all of the alleged violations in Appendix H.3. The notice will be substantially in the form of Appendix K. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

128. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC agree to take the corrective actions necessary to retrofit the Accessible Pedestrian Route to the covered dwelling unit entrance, as shown in Appendix H.1(b), of any unit owner or resident at WLPH that requests the interior retrofits described in Appendix H.3 when such Accessible Pedestrian Route has not been already retrofitted. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC agree to bring such "Requested" Accessible Pedestrian Route and the public and common use areas associated with covered dwelling units served by that route into compliance with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards by completing retrofits to the Accessible Pedestrian Routes according to the Route Inspection Protocol.

129. For each unit that DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC have not closed on, settled, or transferred ownership as of the date of the entry of this Order, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will complete the retrofits to the unit interiors as described in Appendix H.3, and will have the retrofits inspected pursuant to the

process set forth in paragraphs 143-146 below, before the closing, settlement, or transfer of the unit.

130. Unit owners or residents at WLPH may request the retrofits in writing, and DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will grant requests on a first come, first served basis. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested on a first come, first served basis, with such deadline being subject to paragraph 167 of this Consent Order.

131. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will pay each unit owner or resident SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that unit owner or resident agrees to have the unit modified to retrofit all of the alleged violations in Appendix H.3 and the Accessible Pedestrian Route retrofitted, in addition to any payment due pursuant to paragraphs 122-124, supra.

I. Woods of St. Andrews Condominiums

1. Retrofits to Pedestrian Routes

132. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this Order, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will complete the retrofits required to make the Accessible Pedestrian Routes identified in Appendix I.1 compliant with the FHA and the FHA Guidelines in accordance with the Route Inspection Protocol.

2. Retrofits to the Public and Common Use Areas

133. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will complete the retrofits to the public and common use areas at WSAC listed in Appendix I.2 to bring the public and common use areas of WSAC into compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

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

134. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will, at the request of condominium unit owners or residents, retrofit covered multifamily dwelling unit interiors at WSAC as described in Appendix I.3 and in accordance with the Interior Inspection Protocol for a period of fifty-four (54) months from the date of the entry of this Order.

135. Within forty-five (45) days from the date of the entry of this Order, and on each anniversary of entry of this Order for the next four (4) years, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will inform each condominium unit owner and resident who resides in a ground-floor covered multifamily dwelling unit at WSAC that has not been retrofitted as described in Appendix I.3, in writing, that (1) the United States has alleged that certain features of the unit and the public and common use areas do not meet the accessible and adaptive design requirements of the FHA and that to settle this lawsuit, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC have agreed to retrofit certain features of the unit and the Accessible Pedestrian Routes to the unit to make them more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit and on the Accessible Pedestrian Route upon request of the unit owner or resident; (3) the retrofits offered will be at no cost to the unit owner or resident; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the unit owner and resident and that relocation costs, if any, will be provided in advance. In addition, the notice will inform each unit owner or resident that he or she will be paid SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she agrees to have the unit modified to retrofit all of the alleged violations in Appendix I.3 and the Accessible Pedestrian Route retrofitted. The notice will be substantially in the form of Appendix K. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

136. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC agree to take the corrective actions necessary to retrofit the Accessible Pedestrian Route to the covered dwelling unit entrances, as shown in Appendix I.1, of any unit owner or resident at WSAC that requests the interior retrofits described in Appendix I.3 when such Accessible Pedestrian Route has not been already retrofitted. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC agree to bring such "Requested" Accessible Pedestrian Route and the public and common use areas associated with covered dwelling units served by that route into compliance with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards by completing retrofits to the Accessible Pedestrian Routes according to the Route Inspection Protocol.

137. For each unit that DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC have not closed on, settled, or transferred ownership as of the date of the entry of this Order, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will complete the retrofits to the unit interiors as described in Appendix I.3, and will have the retrofits inspected pursuant to the process set forth in paragraphs 143-146 below, before the closing, settlement, or transfer of the unit.

138. Unit owners or residents at WSAC may request the retrofits in writing, and DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will grant requests on a first come, first served basis. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested on a first come, first served basis, with such deadline being subject to paragraph 167 of this Consent Order.

139. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will pay each unit owner or resident SIX HUNDRED DOLLARS ($600.00) as payment for inconvenience, beyond the monies expended on the retrofits, if that unit owner or resident agrees to have the unit modified to retrofit all of the alleged violations in Appendix I.3 and the Accessible Pedestrian Route retrofitted.

V. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING UNIT INTERIORS

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

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

VI. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS

142. Within sixty (60) days of the entry of this Order, Owner/Developer Defendants will provide written notice to all residents and homeowners at the Subject Properties stating that the retrofits required by this Order will be performed to the public and common use areas of the Subject Properties, which include unit entrances and accessible routes. Such notice will conform to Appendix J. Owner/Developer Defendants will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

VII. NEUTRAL INSPECTOR

143. Owner/Developer Defendants will enter into a contract with a neutral inspector approved by the United States ("Inspector") to conduct on-site inspections of the retrofits that have been performed under this Order to determine whether the retrofits have been completed in accord with the specifications in this Order's Appendices A.1 - I.3, the Interior Retrofit Protocol and the Route Inspection Protocol that describe the retrofits for the properties. The Inspector will have expertise in the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, ADA Standards, and ANSI A117.1-1986.

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

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

146. The Inspector will set out the results of each inspection of the Subject Property, including deficits if any, in writing and will send that report to counsel for Owner/Developer Defendants and for the United States.[3] The Inspector will take digital photographs of any deficiencies identified at each Subject Property. If the inspection indicates that not all of the required retrofits have been made as specified in the Appendices, Interior Inspection Protocol or the Route Inspection Protocol that apply to the Subject Property, the Owner/Developer

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[3] 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, NW Building – G St., Washington, D.C. 20530, Attn: *U.S. v. DKCD, et al.*, DJ# 175-31-128, or as otherwise directed by the United States. All reports mentioned in this Order will be sent to that address or as directed by the United States. When a submission by facsimile is required, the submission will be sent to (202) 514-1116, or as directed by the United States.

Defendants involved in that specific Subject Property as set forth above, will correct any deficiencies within a reasonable period of time and will pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process will continue until the Inspector certifies that all of the necessary retrofits have been made. The Owner/Developer Defendants involved in that specific property will pay all of the Inspector's reasonable costs associated with these inspections of the Subject Property, and such payments will be made without regard to the Inspector's findings. Upon reasonable notice to Defendants, representatives of the United States will be permitted to inspect the retrofits made by the Owner/Developer Defendants in accordance with this Consent Order or the third-party inspection reports provided for in this Order, to ensure compliance; provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.

VIII. TRANSFER OF INTEREST IN PROPERTIES

147. The sale or transfer of ownership, in whole or in part, by any owner of a Subject Property will not affect any obligation to retrofit the Subject Property as specified in this Order. Should a Defendant that owns a Subject Property decide to sell or transfer any ownership of a Subject Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Order's Appendices describing the retrofits for that Subject Property, that Defendant will at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that the Subject Property is subject to this Order, including specifically the obligations to complete required retrofit work and to allow inspections, along with a copy of this Order; and (b) provide to the United States, by facsimile and first-class mail, written notice of the owner's intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

IX. NO RAISING RENTS/SALES PRICES

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

X. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

149. For the duration of this Order, Defendants DKCD, Inc. d/b/a Renaissance Development d/b/a Renaissance Homes and d/b/a Renaissance Realty Investments; Cooper Creek Village, LLC; Deering Road, LLC; Glenmary Village, LLC; Renaissance/Audubon Woods II, LLC; Renaissance/Deering Road, LLC d/b/a Woodridge Lake; Renaissance-Glenmary Village Apartments, LLC; Renaissance Homes, LLC; Renaissance/LS, LLC d/b/a Springs of Glenmary Village; Renaissance Realty Investments I, LLC; Renaissance/St. Andrews, LLC; Renaissance/Valley Farms, LLC; Renaissance/VFA, LLC; Woodridge Lake Builders, LLC; and Woods of St. Andrews, LLC will maintain, and provide to the United States, the following information and statements regarding Valley Farms Condominiums, Woodridge Lake Patio

Homes and Glenmary Village Overlook Condominiums, and any other covered multifamily dwellings intended to be, or which actually are, purchased, developed, built, designed, constructed, or engineered in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share, provided, however, that such information and statements need to be maintained and/or provided only on properties in which a Defendant is actually involved, not on those properties in which a Defendant bids or expresses an interest, but does not become finally involved:

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

150. For the duration of this Order, Defendants Williams M. Carroll, Jr., Eric Claypool, Hawk Design, Inc., Heritage Engineering, LLC, Land Design & Development, Inc., Mindel, Scott & Associates, Inc., and Tucker & Booker, Inc. 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 release or used for construction or filed with governmental agencies regarding Valley Farms Condominiums, Woodridge Lake Patio Homes and Glenmary Village Overlook Condominiums, and any other 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 ten-percent (10%) or larger ownership share, provided, however, that such information and statements need to be maintained and/or provided only on properties in which he is actually involved, not on those properties in which a Design Professional 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; and
c. a statement certifying that he/she has reviewed the plans he has prepared for the property and that the design specifications therein fully comply with the requirements of the Act, the FHA Guidelines, the ADA, and the ADA Standards, where applicable; and
d. If the plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, he will obtain, maintain, and provide to the United States upon request, a statement that all specifications in the revised plans, as pertinent, comply with the Accessible Design Requirements of the Fair Housing Act and the FHA Guidelines, and the Americans with Disabilities Act, and the ADA Standards, where applicable.

151. Owner/Developer Defendants will take all actions to make the construction of Valley Farms Condominiums and Glenmary Village Overlook Condominiums, as well as new construction at any existing Subject Property, or any future construction within the meaning of paragraph 149, above, fully compliant with the Accessible Design Requirements of the Fair Housing Act, the FHA Guidelines, the Americans with Disabilities Act, and the Americans with Disabilities Act Accessibility Standards. During the term of this Order, upon reasonable notice, the United States will be permitted full access to such properties to inspect for compliance with the FHA, FHA Guidelines, ADA, and ADA Standards.

XI. PAYMENTS TO AGGRIEVED PERSONS

152. Owner/Developer Defendants will pay the total sum of TWO HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($255,000) to the following aggrieved persons identified by the United States. Owner/Developer Defendants will pay this sum within thirty (30) days of the date of entry of this Order by sending to counsel for the United States individual checks, payable to the order of each of the following identified aggrieved persons in the following amounts:

1.	Carolyn Roberts	$40,000.00
2.	Deborah Roberts	$30,000.00
3.	Lesley Helen Baker-Esterly	$30,000.00
4.	Cynthia Prather	$25,000.00

5.	Estate of Janet Roberts	$20,000.00
6.	Mary Jane Mobley	$20,000.00
7.	Donald Kristiansen	$15,000.00
8.	Edward Sullivan	$15,000.00
9.	Wanda Fourroux	$15,000.00
10.	Walalee Payton	$10,000.00
11.	Carolyn Kinder	$10,000.00
12.	Joi Johnson-Cox	$8,000.00
13.	Joelene Tatum	$5,000.00
14.	Bruce Montgomery	$5,000.00
15.	Robert Montgomery	$3,000.00
16.	Jolynn Michelle Cimino	$2,000.00
17.	Jerry Tennant	$2,000.00

153. The United States will retain in its possession the check for each identified aggrieved person until that person has executed a written release of all claims, legal or equitable, in the form of Appendix P that he or she might have against any and all Defendants relating to the claims asserted in this lawsuit.

XII. CIVIL PENALTY

154. Within fifteen (15) days of the date of this order, Owner/Developer Defendants will pay a civil penalty of TWENTY FIVE THOUSAND ($25,000.00) pursuant to 42 U.S.C. § 3614(d)(1)(C) and 42 U.S.C. § 12188(b)(2)(C)(I) to vindicate the public interest by submitting a check made payable to the "United States of America" to counsel for the United States.

XIII. EDUCATIONAL PROGRAM

155. Within thirty (30) days of the entry of this Order, Design and Construct Defendants will provide a copy of this Order to all their agents and employees involved in the design or construction of the Subject Properties and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, and has had an

opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix M.

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

157. Design and Construct Defendants will also ensure that they and their employees and agents who have primary management authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998). Design and Construct Defendants and all employees and agents whose duties, in whole or in part, involve the management, sale and/or rental of multifamily dwellings at issue in this case will be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations and reasonable modifications.

158. Within ninety (90) days of the date of entry of this Consent Order, Design and Construct Defendants and all their employees and agents whose duties, in whole or in part, involve or will involve primary management authority over the development, design and/or construction of multifamily dwellings will undergo training on the design and construction requirements of the Fair Housing Act and the ADA, unless they have already had similar training within the last four years.[4] The training will be conducted by a qualified individual who has been previously approved by the Department of Justice, and any expenses associated with this training will be borne by Design and Construct Defendants. Design and Construct Defendants will provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all Design and Construct Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix N.

[4] The educational program provided to employees not engaged in design, construction or maintenance, such as sales and rental employees, may focus on the portions of the law that relate generally to accessibility requirements as opposed to technical design and construction requirements.

XIV. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY

159. Within ten (10) days of the date of entry of this Consent Order, Defendants with an ownership or management interest in a covered multifamily dwelling property will post and prominently display in the sales or rental offices of all covered multifamily dwellings owned or operated by them a sign no smaller than 10 by 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

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

XV. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

161. In addition to all other reporting required herein, within one hundred eighty (180) days after the date of entry of this Consent Order, Design and Construct Defendants will submit to the United States an initial report containing the reporting required by paragraphs 149-150, and containing the signed statements of the Design and Construct Defendants and their employees and agents who have completed the training program specified in paragraph 158 of this Consent Order. Thereafter during the term of this Order, Design and Construct Defendants will, on the anniversary of the entry of this Order, submit to the United States a compliance report detailing the their compliance with this Order, including details on the retrofitting and inspections of the retrofits at the Subject Properties, the reporting required by paragraphs 149-150 on the current and future design and construction, and containing the signed statements of new employees and agents that, in accordance with paragraph 156 of this Consent Order, they have received and read the Order, and had an opportunity to have questions about the Order answered, except that the last compliance report will be due sixty (60) days prior to the anniversary.

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

163. For the term of this Consent Order, Design and Construct Defendants are required to preserve all records related to this Consent Order, related to the Subject Properties and related to any other covered multifamily dwellings designed, constructed, owned, operated, or acquired

by them during the duration of this Consent Order. Upon reasonable notice to Design and Construct Defendants, representatives of the United States will be permitted to inspect and copy any records of Design and Construct Defendants or inspect any properties or dwelling units under the control of Design and Construct Defendants bearing on compliance with this Consent Order at any and all reasonable times, provided, however, that the United States will endeavor to minimize any inconvenience to Design and Construct Defendants and residents from such inspections.

XVI. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

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

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

166. All parties will endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by a Defendant to perform, in a timely manner, any act required by this Order or otherwise for their failure to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.

XVII. TIME FOR PERFORMANCE

167. 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.

XVIII. COSTS OF LITIGATION

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

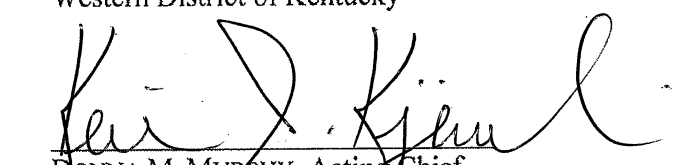
SO ORDERED this _____ day of _____, 2009.

_____
UNITED STATES DISTRICT COURT JUDGE

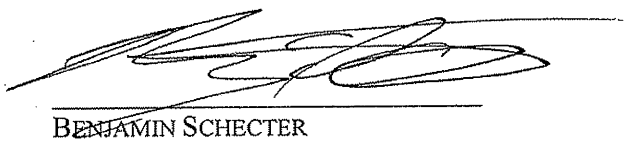
The undersigned apply for and consent to the entry of this Order:

For the United States:
LORETTA KING
Acting Assistant Attorney General
Civil Rights Division

CANDACE G. HILL
Acting United States Attorney
Western District of Kentucky



DONNA M. MURPHY, Acting Chief
MICHAEL S. MAURER, Deputy Chief
KEVIN J. KIJEWSKI, Trial Attorney
RYAN G. LEE, Trial Attorney
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue, NW
Washington, D.C. 20530



BENJAMIN SCHECTER
Assistant United States Attorney
Western District of Kentucky

For Defendants DKCD, Inc. d/b/a Renaissance Development and d/b/a Renaissance Homes; Cooper Creek Village, LLC; Glenmary Village, LLC; Renaissance/Audubon Woods II, LLC; Renaissance/Deering Road, LLC d/b/a Woodridge Lake; Renaissance-Glenmary Village Apartments, LLC; Renaissance Homes, LLC; Renaissance/LS, LLC d/b/a The Springs of Glenmary; Renaissance/St. Andrews, LLC; Renaissance Realty Investments I, LLC; Renaissance/St. Andrews, LLC; Renaissance/Valley Farms, LLC; Renaissance/VFA, LLC; Woodridge Lake Builders, LLC; Woods of St. Andrews, LLC; Eric Claypool, AIA; Council of Co-Owners of the Gardens of Glenmary Village, Inc.; Council of Co-Owners of Springs of Glenmary Village, Inc.; Council of Co-Owners of Woodridge Lake Patio Homes, Inc.; Council of Co-Owners of Woods of St. Andrews, Inc.; Glenmary Village Recreational Association, Inc.; Glenmary Village Residents Association, Inc.; Renaissance St. Andrews Condominiums, Inc.; Woodridge Lake Homeowners Association, Inc.; and Woods of St. Andrews Homeowners Association, Inc.:

STEVEN M. CRAWFORD
Frost Brown Todd LLC
400 West Market Street, 32nd Floor
Louisville, Kentucky 40202

SCOTT P. MOORE
Baired Holm LLP
1500 Woodmen Tower
Omaha, NE 68102

For Defendants Heritage Engineering, LLC; Land Design & Development, Inc.; Mindel Scott & Associates, Inc., and Tucker & Booker, Inc.:

ROBERT M. BROOKS
Boehl Stopher & Graves LLP
AECON Center, Suite 2300
400 West Market Street
Louisville, Kentucky 40202

For Defendant Deering Road, LLC:

THOMAS C. FENTON
Morgan & Pottinger PSC
601 West Main Street
Louisville, KY 40202

For Defendant Hawk Design, Inc.:

BRIAN HODGE
239 South 5th, Suite 414
Louisville, Kentucky 40202

For Defendant William Carroll, AIA:

H. KEVIN EDDINS
KEVIN FIET
Eddins-Donnie Law Group PLLC
6011 Brownsboro Park Blvd., Suite B
Louisville, KY 40207

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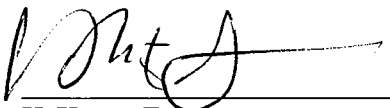


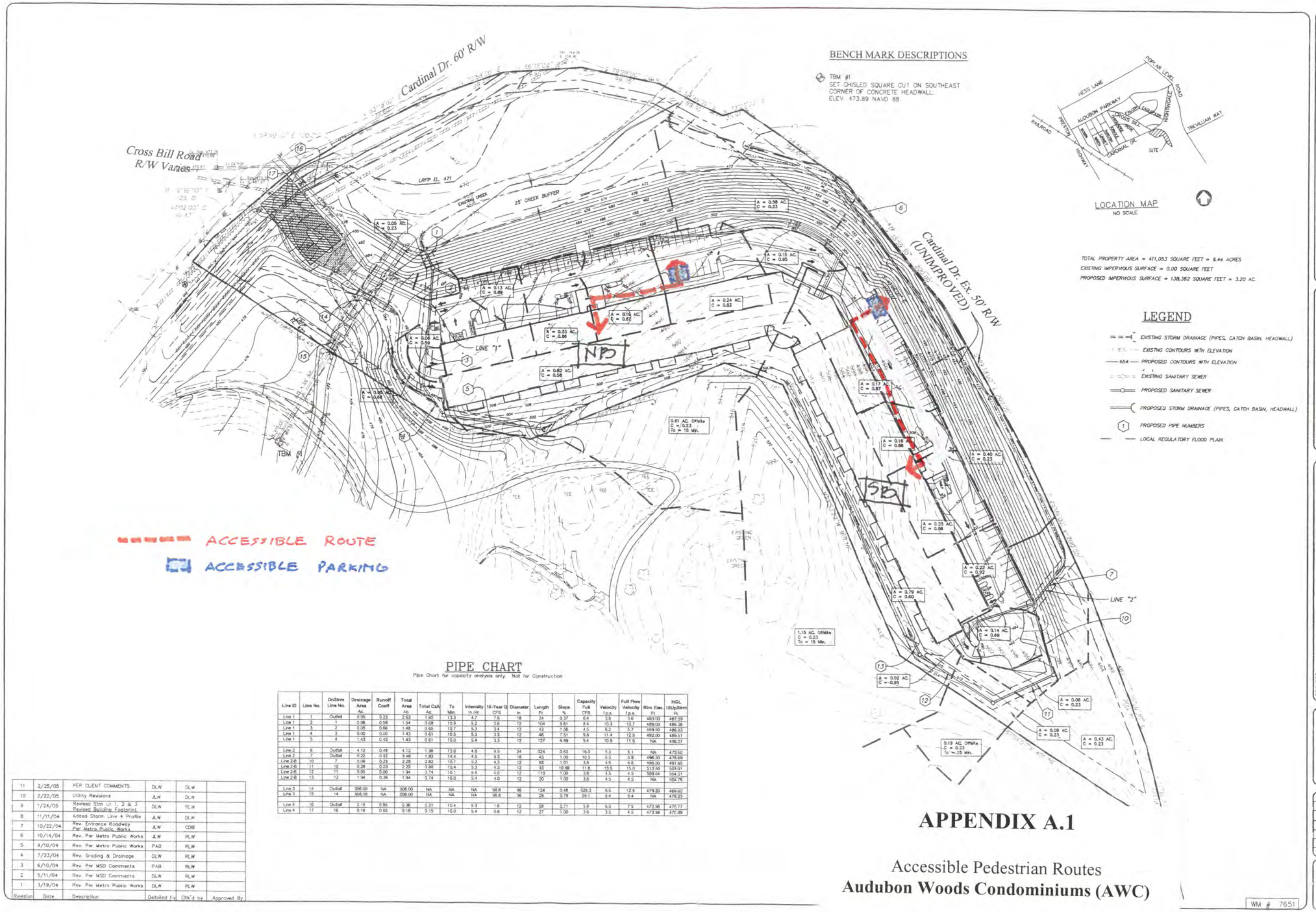
_____

H. KEVIN EDDINS
KEVIN FIET
Eddins-Donnie Law Group PLLC
6011 Brownsboro Park Blvd., Suite B
Louisville, KY 40207

APPENDIX A.1

PEDESTRIAN ROUTES FOR AUDUBON WOODS CONDOMINIUMS

(Accessible Route Plan on following page)



PIPE CHART

Pipe Chart for capacity analysis only. Not for Construction

Line ID	Line No.	DnStrm Line No.	Drainage Area Ac.	Runoff Coeff	Total Area Ac.	Total CxA Ac.	Tc Min.	Intensity In./Hr	10-Year Q CFS	Diameter In	Length Ft	Slope %	Capacity Full CFS	Velocity f.p.s.	Full Flow Velocity f.p.s.	Rim Elev. Ft	HGL 10UpStrm Ft
Line 1	1	Outfall	0.05	0.23	2.53	1.60	13.3	4.7	7.6	18	34	0.37	8.4	3.8	3.6	483.00	487.19
Line 1	2	1	0.06	0.59	1.54	0.68	15.9	5.2	3.6	12	104	3.61	8.4	10.3	10.7	489.00	489.38
Line 1	3	2	0.05	0.66	1.48	0.65	10.7	5.3	3.4	12	43	1.56	4.5	6.2	5.7	489.50	486.03
Line 1	4	3	0.00	0.00	1.43	0.61	10.5	5.3	3.3	12	46	7.61	9.8	11.4	12.5	492.00	489.51
Line 1	5	4	1.43	0.43	1.43	0.61	10.0	5.4	3.3	12	127	6.89	9.4	10.8	11.9	NA	498.27
Line 2	6	Outfall	4.12	0.48	4.12	1.98	13.0	4.8	9.5	24	324	0.63	16.0	5.3	5.1	NA	473.60
Line 2	7	Outfall	0.22	0.92	3.48	1.83	14.4	4.5	8.3	18	43	1.00	10.5	6.5	5.9	496.50	476.69
Line 2-B	10	7	0.06	0.23	2.25	0.82	10.7	5.2	4.3	12	85	1.01	3.8	4.5	4.6	495.00	491.65
Line 2-B	11	10	0.28	0.23	2.22	0.90	10.4	5.3	4.3	12	93	10.99	11.8	13.6	15.0	512.50	503.01
Line 2-B	12	11	0.00	0.00	1.94	0.74	10.1	5.4	4.0	12	110	1.00	3.8	4.5	4.5	509.64	504.51
Line 2-B	13	12	1.94	0.38	1.94	0.74	10.0	5.4	4.0	12	20	1.00	3.8	4.5	4.5	NA	504.76
Line 3	14	Outfall	306.00	NA	306.00	NA	NA	NA	98.8	96	124	0.48	629.3	8.5	12.5	479.20	469.60
Line 3	15	14	306.00	NA	306.00	NA	NA	NA	98.8	36	28	0.79	59.1	8.4	8.4	NA	479.23
Line 4	16	Outfall	0.18	0.85	0.96	0.31	10.4	5.3	1.6	12	58	2.71	5.9	5.3	7.5	472.98	470.77
Line 4	17	16	0.18	0.85	0.18	0.15	10.0	5.4	0.8	12	27	1.00	3.6	3.5	4.5	472.98	470.89

Revision	Date	Description	Detailed by	Chk'd by	Approved By
11	2/25/05	PER CLIENT COMMENTS	DLW	DLW	
10	2/22/05	Utility Revisions	JLW	DLW	
9	1/24/05	Revised Strm Ln 1, 2 & 3 Revised Building Footprint	DLW	RLW	
8	11/11/04	Added Storm Line 4 Profile	JLW	DLW	
7	10/22/04	Rev. Entrance Roadway Per Metro Public Works	JLW	CDB	
6	10/14/04	Rev. Per Metro Public Works	JLW	RLW	
5	9/10/04	Rev. Per Metro Public Works	PAB	RLW	
4	7/23/04	Rev. Grading & Drainage	DLW	RLW	
3	6/10/04	Rev. Per MSD Comments	PAB	RLW	
2	5/11/04	Rev. Per MSD Comments	DLW	RLW	
1	3/19/04	Rev. Per Metro Public Works	DLW	RLW	

APPENDIX A.1

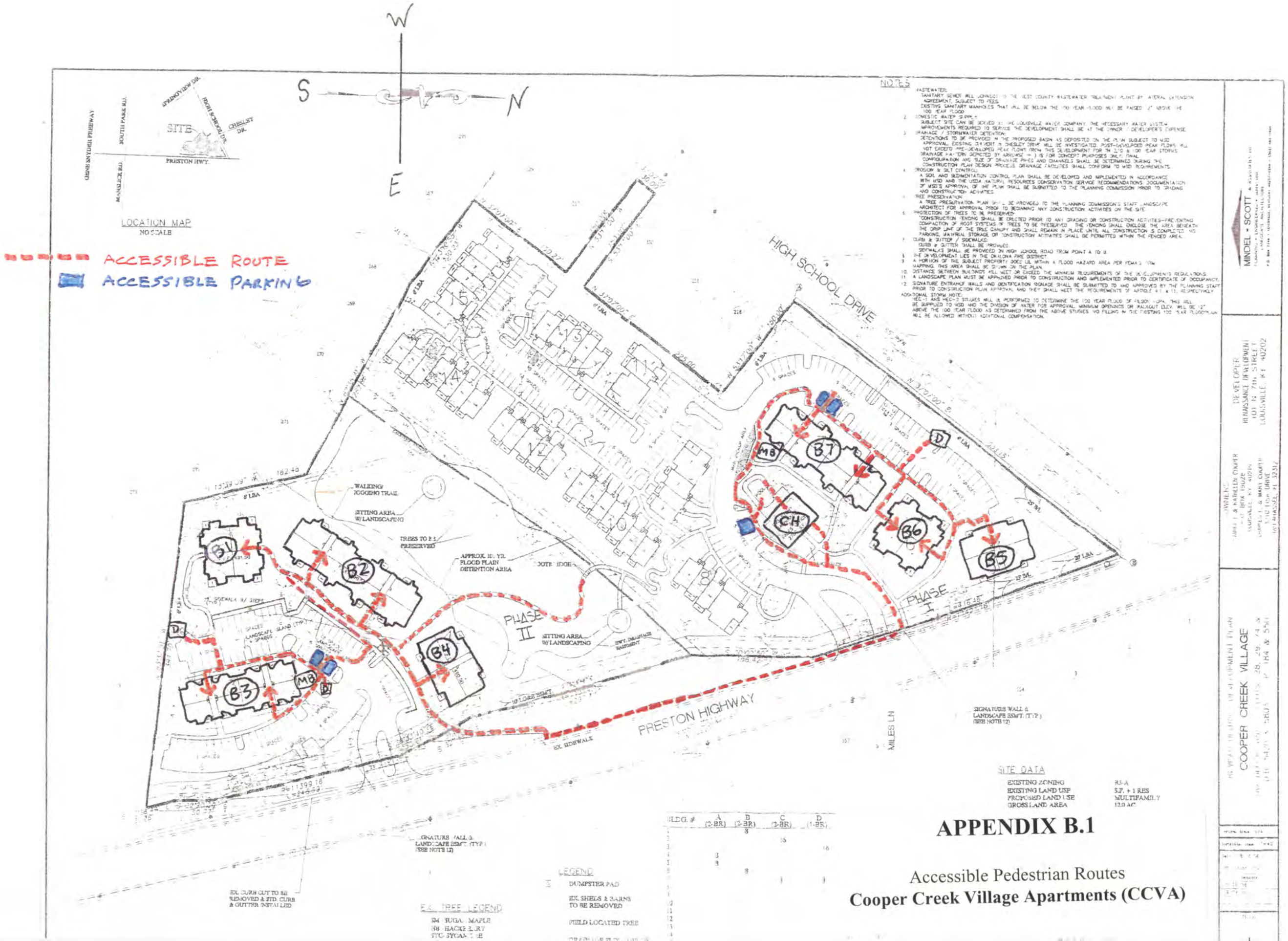
Accessible Pedestrian Routes

Audubon Woods Condominiums (AWC)

APPENDIX B.1

PEDESTRIAN ROUTES FOR COOPER CREEK VILLAGE APARTMENTS

(Accessible Route Plan on following page)



APPENDIX B.1

Accessible Pedestrian Routes

Cooper Creek Village Apartments (CCVA)

APPENDIX B.2

PUBLIC AND COMMON USE RETROFITS AT COOPER CREEK VILLAGE APARTMENTS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc. and Cooper Creek Village, LLC will retrofit the public and common use areas at Cooper Creek Village Apartments in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc. and Cooper Creek Village, LLC will retrofit the maneuvering surface landing at the exterior side of the primary entry doors at the units listed below to slope away from the door at a maximum of 2.0% in compliance with ANSI 1986 Section 4.13.6, FHAG Req. ## 1, 2, 4, FHDM p. 4.11, (Matrix ("M") #122):

4801 Cooper Village Terrace (Building 5), Apts. 2 and 3

III. DKCD, Inc. and Cooper Creek Village, LLC will retrofit the thresholds at the exterior side of the primary entrance door at the units listed below with a ANSI 1986-compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2 (M#123):

4901 Creek Pointe Terrace (Building 1), Apt. 4
4903 Creek Pointe Terrace (Building 2), Apts. 1, 2, 3, 9, 10, 11 and 12
8901 Creek Way Court (Building 3), Apt. 4
4900 Creek Pointe Terrace (Building 3), Apts. 1, 3 and 11

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

4905 Creek Pointe Terrace (Building 4), Apts. 1, 2, 3 and 4
4801 Cooper Village Terrace (Building 5), Apts. 2, 3 and 4
4803 Cooper Village Terrace (Building 6), Apts. 1, 2, 3 and 4
4805 Cooper Village Terrace (Building 7), Apts. 1, 2, 3, 4, 9, 10, 11 and 12

IV. DKCD, Inc. and Cooper Creek Village, LLC will retrofit the threshold at the exterior side of the primary entrance door at the unit listed below by providing a 5' x 5' landing at the entry door that has a level maneuvering surface and by providing a compliant route, including a compliant ramp, if needed, from that landing, outside of the level maneuvering space, to the surface of the breezeway in compliance with ANSI 1986, Section 4.8:

4903 Creek Pointe Terrace (Building 2), Apt. 4

V. DKCD, Inc. and Cooper Creek Village, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with lever hardware in compliance with ANSI 1986, Section 4.13.9 (M#126):

4901 Creek Pointe Terrace (Building 1), Apts. 1 and 4
4903 Creek Pointe Terrace (Building 2), Apts. 1, 2, 3, 4, 9, 10, 11 and 12
8901 Creek Way Court (Building 3), Apts. 2, 4, 10 and 12
4900 Creek Pointe Terrace (Building 3), Apts. 1, 3, 9 and 11
4905 Creek Pointe Terrace (Building 4), Apts. 1, 2, 3 and 4
4801 Cooper Village Terrace (Building 5), Apts. 1, 2, 3 and 4
4803 Cooper Village Terrace (Building 6), Apts. 1, 2, 3 and 4
4805 Cooper Village Terrace (Building 7), Apts. 1, 2, 3, 4, 9, 10, 11 and 12

VI. DKCD, Inc. and Cooper Creek Village, LLC will retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2 (M#228):

4901 Creek Pointe Terrace (Building 1), Apts. 1 and 4
4903 Creek Pointe Terrace (Building 2), Apts. 1, 2, 3, 4, 9, 10, 11 and 12
8901 Creek Way Court (Building 3), Apts. 2, 4, 10 and 12
4900 Creek Pointe Terrace (Building 3), Apts. 1, 3, 9 and 11
4905 Creek Pointe Terrace (Building 4), Apts. 1, 2, 3 and 4
4801 Cooper Village Terrace (Building 5), Apts. 1, 2, 3 and 4
4803 Cooper Village Terrace (Building 6), Apts. 1, 2, 3 and 4
4805 Cooper Village Terrace (Building 7), Apts. 1, 2, 3, 4, 9, 10, 11 and 12

VII. DKCD, Inc. and Cooper Creek Village, LLC will seek immediately approval from the U.S. Postal Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward

approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc. and Cooper Creek Village, LLC. During this process and if approval to reassign the mailboxes is not obtained, see Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units (M#188).

VIII. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits the dumpster opposite 4805 Cooper Village Terrace (Building 7):

A. Retrofit the clear opening width of the pedestrian gate at the dumpster enclosure so that it has a clear opening width of 32" in compliance with ANSI 1986, Section 4.13.5. (M#171)

B. Retrofit the approach to the pedestrian gate to the dumpster enclosure so that it has a clear 48" deep approach specified for a forward approach at the push side of the door in compliance with ANSI 1986, Section 4.13.6. (M#172)

C. Retrofit the approach to the pedestrian gate so that it has a maximum change in level of 1/4", or if the approach has changes in level between 1/4" and ½", these must be beveled with a 1:2 ratio slope that complies with ANSI 1986, Section 4.5, or if the approach has changes in level greater than ½", these must be accomplished by means of a ramp that complies with ANSI 1986, Section 4.8. (M#173)

IX. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits at the dumpster north of 8901 Creek Way Court (Building 3):

A. Retrofit the approach to the pedestrian gate so that it has a maximum change in level of 1/4", or if the approach has changes in level between 1/4" and ½", these must be beveled with a 1:2 ratio slope that complies with ANSI 1986, Section 4.5, or if the approach has changes in level greater than ½", these must be accomplished by means of a ramp that complies with ANSI 1986, Section 4.8. (M#181)

B. Retrofit maneuvering surface at the outside of the pedestrian gate so that it has the specified minimum 18" clearance in compliance with ANSI 1986, Section 4.13.6. (M#182)

X. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits at the dumpster at the south entry walkway of 4901 Creek Pointe Terrace (Building 1):

A. Retrofit the clear opening width of the pedestrian gate to the dumpster enclosure so that it has a clear opening width of 32" in compliance with ANSI 1986, Section

4.13.5 and has compliant running slopes and cross slopes in compliance with ANSI 1986, Section 4.3. (M#184)

B. Retrofit the approach to the pedestrian gate to the dumpster enclosure so that it has a clear 48" deep approach specified for a forward approach at the push side of the door in compliance with ANSI 1986, Section 4.13.6. (M##185, 186)

XI. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the exterior of the Leasing Office:

A. Retrofit by providing a minimum 18" maneuvering clearance space at the pull side forward approach of the gate at the walkway from the circle at the east side of the Leasing Office concrete walkway to the pool deck area in compliance with ANSI 1986, Section 4.13.6 and ADA Standard 4.13.6. (M##135, 305)

B. Retrofit by providing a minimum 18" maneuvering clearance space at the exterior side of the Leasing Office entry door in compliance with ANSI 1986, Section 4.13.6. (M#137)

C. Retrofit the keypad located at the exterior side of the Leasing Office door at the top of the ramp to be a maximum of 48" in height for a forward approach, which is the only approach available, in compliance with ANSI 1986, Section 4.2.5 and ADA Standard 4.2.5. (M##138, 306)

D. Retrofit the exterior side of the primary entrance door to Leasing Office with a compliant National Guard Transition Strip/Threshold or similar ANSI 1986 compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2 and ADA Standards 4.5.2 and 4.13.8. (M#304)

XII. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits in the Leasing Office Women's Bathroom:

A. Retrofit so that there is 30" x 48" clear floor space for a forward approach to the lavatory mounted in the fixed base cabinet in compliance with ANSI 1986, Section 4.19.3 and ADA Standard 4.19.3. (M##142, 310.)

B. Retrofit the lavatory base cabinet unit so that it has a maximum height of 34" above the finished floor in compliance with ANSI 1986, Section 4.19.2 and ADA Standards 4.19.2 and 4.19.3. (M## 143, 311)

C. Retrofit so that there is a 30" x 48" clear floor space centered on each of the two lavatories mounted in a fixed base cabinet to allow a forward approach in compliance with ANSI 1986, Section 4.19.3 and ADA Standard 4.19.3. (M## 144, 312)

D. Retrofit the designated accessible toilet stall so that the centerline of the water closet is 18" from the side partition in compliance with ANSI 1986, Section 4.16.2 and ADA Standard 4.17.3. (M##145, 313)

E. Retrofit the designated accessible toilet stall so that the door is mounted at a maximum distance of 4" from the side partition at the open side of the toilet in compliance with ANSI 1986, Section 4.17.3 and ADA Standard 4.17.3. (M## 146, 314)

F. Retrofit the designated accessible toilet stall so that the toilet tissue holder is mounted at a maximum distance of 36" from the rear wall and a minimum of 19" above the finished floor in compliance with ANSI 1986, Section 4.17.6 and ADA Standard 4.17.6. (M##147, 315)

G. Retrofit the designated accessible toilet stall so that the coat hook is mounted no higher than 48" for a forward approach in compliance with ANSI 1986, Section 4.2.5 and ADA Standard 4.2.5. (M##148, 316)

H. Retrofit by mounting the sign designating the Women's rest room so that the centerline of the sign is 60" above the finished floor in compliance with ADA Standard 4.30.6. (M#309)

XIII. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits in the Leasing Office Men's Bathroom:

A. Retrofit so that there is 30" x 48" clear floor space for a forward approach to the lavatory mounted in the fixed base cabinet in compliance with ANSI 1986, Section 4.19.3 and ADA Standard 4.19.3. (M##150, 319)

B. Retrofit the lavatory base cabinet unit so that it has a maximum height of 34" above the finished floor in compliance with ANSI 1986, Section 4.19.2 and ADA Standard 4.19.3. (M##151, 320)

C. Retrofit so that there is a 30" x 48" clear floor space centered on each of the two lavatories mounted in a fixed base cabinet to allow a forward approach in compliance with ANSI 1986, Section 4.19.2 and ADA Standards 4.19.3. (M## 152, 321)

D. Retrofit the designated accessible toilet stall so that the centerline of the water closet is 18" from the side partition in compliance with ANSI 1986, Section 4.16.2 and ADA Standard 4.17.3. (M##153, 322)

E. Retrofit the designated accessible toilet stall so that the door is mounted at a maximum distance of 4" from the side partition at the open side of the toilet in

compliance with ANSI 1986, Section 4.17.3 and ADA Standard 4.17.3. (M## 154. 323)

F. Retrofit the designated accessible toilet stall so that the toilet tissue holder is mounted at a maximum distance of 36" from the rear wall and a minimum of 19" above the finished floor in compliance with ANSI 1986, Section 4.17.6 and ADA Standard 4.17.6. (M##155, 324)

G. Retrofit the designated accessible toilet stall so that the coat hook is mounted at no higher than 48" for a forward approach in compliance with ANSI 1986, Section 4.2.5 and ADA Standard 4.2.5. (M##156, 325)

H. Retrofit the door to the stall containing the urinal so that there is 32" clear width passage in compliance with ANSI 1986, Section 4.13.5 and ADA Standard 4.2.1. (M##157, 326.)

I. Retrofit by mounting the sign designating the Men's rest room so that the centerline of the sign is 60" above the finished floor in compliance with ADA Standard 4.30.6. (M#318)

XIV. DKCD, Inc. and Cooper Creek Village, LLC will retrofit the exit button at the door from the gym equipment room to the pool deck areas so that it is mounted at a height of 48" for a forward approach or 54" for a side approach as required by ANSI 1986, Sections 4.2.5 and 4.2.6. (M#159)

XV. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the exterior of the Community Building:

A. Retrofit the touch pad button at the door from the pool deck to the gym equipment room so that it is mounted at a height of 48" for a forward approach or 54" for a side approach as required by ANSI 1986, Sections 4.2.5 and 4.2.6. (M#161)

B. Retrofit the maneuvering clearance space at the pull side forward approach of the door from the pool deck area to the gym equipment room so that there is a minimum of 60" clear floor space in compliance with ANSI 1986, Section 4.13.6. (M#162)

C. Retrofit threshold at door from the Pool Deck area to the Men's Bathroom by providing 1:2 beveled reducer at abrupt level change at interior side of threshold in compliance with ANSI 1986, Section 4.13.8. (M#164)

D. Retrofit the touch pad button at the access gate from the concrete walkway to the swimming pool area so that the mounting height is 48" for a pull side forward approach in compliance with ANSI 1986, Sections 4.2.5 and 4.2.6. (M#167)

E. Retrofit the space at the pull side forward approach of the gate from the concrete walkway to the pool deck area so that it has a minimum 18" maneuvering clearance space in compliance with ANSI 1986, Section 4.13.6. (M#168)

XVI. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the Van Accessible parking space on the walkway leading to the Leasing Office:

A. Retrofit the access aisle adjacent to the designated Van Accessible parking space so that it is a minimum of 96" wide as required by ADA Standard 4.1.2(5)(b). (M#301)

B. Provide adequate signage from the Van Accessible parking space directing the accessible route to the entry of the Leasing Office in compliance with ADA Standard 4.1.2(7). (M#303)

APPENDIX B.3

INTERIOR RETROFITS AT COOPER CREEK VILLAGE APARTMENTS

I. As set forth in the Consent Order and in this Appendix, DKCD, Inc. and Cooper Creek Village, LLC will retrofit the interiors of the units at Cooper Creek Village Apartments in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. These units are comprised of seven (7) types: (1) Apartment #1 at 4801 Cooper Village Terrace, a 2 Bedroom, 2 Bathroom unit; (2) Apartment #4 at 4801 Cooper Village Terrace, at 2 Bedroom, 2 Bathroom unit; (3) Apartment #4 at 4803 Cooper Village Terrace, a 2 Bedroom, 2 Bedroom unit; (4) Apartment #4 at 4805 Cooper Village Terrace, a 1 Bedroom, 1 Bathroom unit; (5) Apartment #3 at 4805 Cooper Village Terrace, a 2 Bedroom, 1 Bathroom unit; (6) Apartment #10 at 4805 Cooper Village Terrace, a 2 Bedroom, 1 Bathroom unit; and (7) Apartment #11 at 4805 Cooper Village Terrace, a 1 Bedroom, 1 Bathroom unit. The retrofits for each unit type are listed in Sections II through VIII:

(Building 1) 4901 Creek Pointe Terrace, Apt. ## 1 and 4
(Building 2) 4903 Creek Pointe Terrace, Apt. ## 1, 2, 3, 4, 9, 10, 11 and 12
(Building 3) 8901 Creek Way Court, Apt. ## 2, 4, 10 and12
(Building 3) 4900 Creek Pointe Terrace, Apt. ## 1, 3, 9 and 11
(Building 4) 4905 Creek Pointe Terrace, Apt. ## 1, 2, 3 and 4
(Building 5) 4801 Cooper Village Terrace, Apt. ## 1, 2, 3 and 4
(Building 6) 4803 Cooper Village Terrace, Apt. ## 1, 2, 3 and 4
(Building 7) 4805 Cooper Village Terrace, Apt. ## 1, 2, 3, 4, 9, 10, 11 and 12

II. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 2 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at Apartment #1, 4801 Cooper Village Terrace:

A. Retrofit the following doors by widening the doors so that they have a 32" nominal clear opening width:
(1) Door from Master Bedroom to Master Bath.

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

(2) Door from Bedroom #2 to walk-in Closet #2.
(Matrix ("M") #201) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

B. Retrofit the following doors with a swing-clear hinge so that they have a 32" nominal clear opening width:
(1) Door from Entry to the Master Bedroom.
(2) Door from Master Bedroom to the walk-in Master Closet.
(3) Door from Hall to Bedroom #2.
(4) Door from Hall to Hall Bathroom.
(M#201) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

C. Retrofit the Sliding Patio Door from the Living Room to the Patio by taking out the door stop so that it has a 32" nominal clear opening width. (M#201) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

D. Retrofit by removing the door at the end of the wall next to the refrigerator at the time of move-in to allow more distance from the refrigerator to the opposite wall, and the door may be replaced upon the written request of residents. (M#271) [FHAG, Req. #7(1)(a), FHDM p. 7.3]

E. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Location of Temperature Gauges or Controls, and Location of Wall Outlets.

III. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 2 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at Apartment #4 at 4801 Cooper Village Terrace:

A. Retrofit the Sliding Door from the Living Room to the Patio by taking out the door stop so that it has a 32" nominal clear opening width. (M#202) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

B. Retrofit by removing the door at the end of the wall next to the refrigerator at the time of move-in to allow more distance from the refrigerator to the opposite wall, and the door may be replaced upon the written request of residents. (M#272) [FHAG, Req. #7(1)(a), FHDM p. 7.3]

C. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds and Abrupt Level Changes at Interior Side of Patio Door.

IV. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 2 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at Apartment #4 at 4803 Cooper Village Terrace:

A. Retrofit the following doors by widening them so that they have a 32" nominal clear opening width:
(1) Door from the Living Room to the Hall Bath.
(2) Door from the Master Bedroom to the walk-in Master Closet.
(3) Door from the Master Bedroom to the Master Bathroom.
(M#203) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

B. Retrofit the following doors with a swing-clear hinge so that they have a 32" nominal clear opening width:
(1) Door to Bedroom #2.
(2) Door from the Hall to the Master Bedroom.
(M#203) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

C. Retrofit by installing removable cabinet under lavatory in Type B Bathroom with a finished floor under the lavatory and insulated pipes. (M#285) [FHAG, Req. #7, FHDM p. 7.47]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, and Location of Temperature Gauges or Controls.

V. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 1 Bedroom, 1 Bathroom unit types that are of the same type as the unit surveyed at Apartment #4 at 4805 Cooper Village Terrace:

A. Retrofit the Door from the Hall to the Bathroom by widening the door so that they have a 32" nominal opening width. (M#204) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

B. Retrofit the Door from the Hall to the Bedroom with a swing-clear hinge so that it has a 32" nominal opening width. (M#204) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

C. Retrofit by installing removable cabinet under lavatory in Bathroom with the finished floor under the lavatory and with insulated pipes. (M#285) [FHAG, Req. #7, FHDM p. 7.47]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of

Patio Door, Location of Temperature Gauges or Controls, and Location of Wall Outlets.

VI. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 1 Bedroom, 1 Bathroom unit types that are of the same type as the unit surveyed at Apartment #3 at 4805 Cooper Village Terrace:

A. Retrofit the Door from the Hall to the Master Bedroom with a swing-clear hinge so that it has a 32" nominal opening width. (M#205) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

B. Retrofit the Sliding Patio Door from the Living Room to the Patio by taking out the door stop so that it has a 32" nominal opening width. (M#205) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

C. Retrofit so that a 30" x 48" clear floor space is centered on the refrigerator by removing pantry closet door and wall so that there is a forward approach to the refrigerator. (M#274) [FHAG, Req. #7(1)(a), FHDM p. 7.3]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds and Abrupt Level Changes at Interior Side of Patio Door.

VII. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 2 Bedroom, 1 Bathroom unit types that are of the same type as the unit surveyed at Apartment #10 at 4805 Cooper Village Terrace:

A. Retrofit the Door from the Hall to the Bathroom by widening the door so that they have a 32" nominal opening width. (M#206) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

B. Retrofit the following doors with a swing-clear hinge so that they have a 32" nominal opening width:
(1) Door from the Hall to the Master Bedroom.
(2) Door from Master Bedroom to the walk-in Master Closet.
(3) Door from the Hall to Bedroom #2.
(M#206) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

C. Retrofit patio sliding door from the Living Room to the Patio by taking out the door stop so that it has a 32" nominal clear opening width. (M#206) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

D. Retrofit by removing the door at the end of the wall next to the refrigerator at the time of move-in to allow more distance from the refrigerator to the opposite wall,

and the door may be replaced upon the written request of residents. (M#275) [FHAG, Req. #7(1)(a), FHDM p. 7.3]

E. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Location of Temperature Gauges or Controls, and Location of Wall Outlets.

VIII. DKCD, Inc. and Cooper Creek Village, LLC will make the following retrofits to the 1 Bedroom, 1 Bathroom unit types that are of the same type as the unit surveyed at Apartment #11 at 4805 Cooper Village Terrace:

A. Retrofit the Sliding Patio Door from the Living Room to the Patio by taking out the door stop so that it has a 32" nominal opening width. (M#207) [FHAG, Req. #3, guide (2), FHDM pp. 3.3, 3.4]

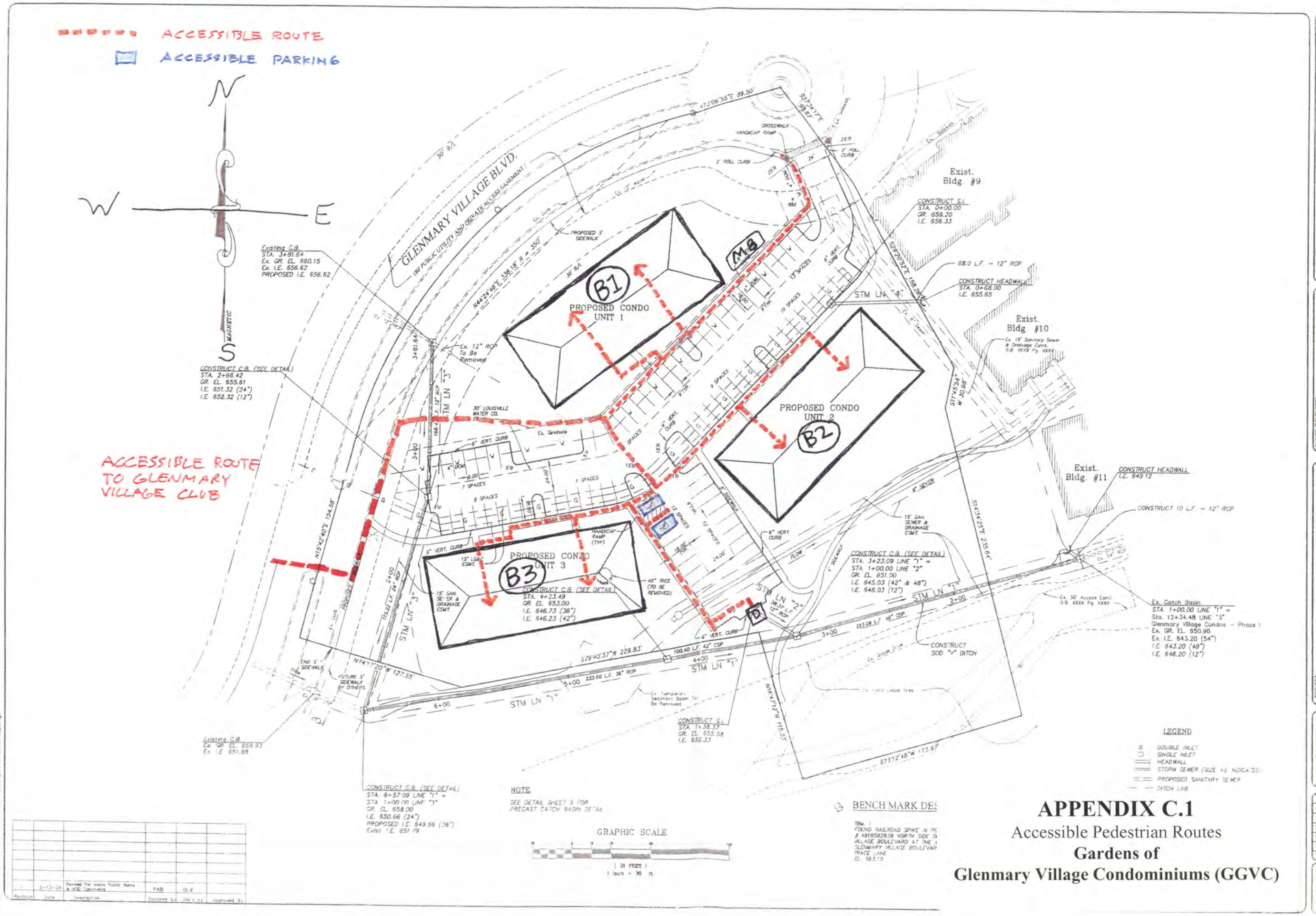
B. Retrofit by installing removable cabinet under lavatory in Bathroom with the finished floor under the lavatory and with insulated pipes. (M#287) [FHAG, Req. #7, FHDM p. 7.47]

C. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door and Location of Wall Outlets.

APPENDIX C.1

PEDESTRIAN ROUTES FOR GARDENS OF GLENMARY VILLAGE CONDOMINIUMS

(Accessible Route Plan on following page)



APPENDIX C.1

Accessible Pedestrian Routes

Gardens of Glenmary Village Condominiums (GGVC)

ENGINEER: HERITAGE ENGINEERING
4501 Poole Pike
HPC West Suite 200
Louisville, KY 40219
(502) 753-2337
(502) 753-2338 fax

OWNER/DEVELOPER: Renaissance Development
Developing Quality Communities
11620 COMMONWEALTH DR.
LOUISVILLE, KY 40299
(502)753-7500

PROJECT: CONSTRUCTION PLANS FOR THE VILLAGE AT GLENMARY
(Glenmary Village Lot 4) (Private Roads)
11600 BARDSTOWN FARM ROAD, LOUISVILLE KY 40291

SITE PLAN

STATE OF KENTUCKY — ROBERT L. WOOSLEY, JR. #19645 — REGISTERED PROFESSIONAL ENGINEER

JOB NO:	94001
HORIZ. SCALE:	1" = 30'
VERTICAL SCALE:	N/A
DESIGNED BY:	DLW
DETAILED BY:	PAB
CHECKED BY:	RLW
DATE:	JANUARY 2004
SHEET	3 of 8

Revision	Date	Description	Detailed By	Checked By	Approved By
1	8-13-04	Revised Per Metro Public Works & MSD Comments	PAB	DLW	

APPENDIX C.2

PUBLIC AND COMMON USE RETROFITS AT GARDENS OF GLENMARY VILLAGE CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will retrofit the public and common use areas of Gardens of Glenmary Village Condominiums in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will retrofit the thresholds at the exterior side of primary entrance door at the units listed below with a compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2:

10200 deer Vista Drive (Building 1), Units 101, 103 and 104
10202 Deer Vista Drive (Building 1), Units 101, 102, 103 and 104
10201 Deer Vista Drive (Building 2), Units 101, 102 and 103
10203 Deer Vista Drive (Building 2), Units 101, 102, 103 and 104

III. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with lever hardware in compliance with ANSI 1986, Section 4.13.9:

10200 Deer Vista Drive (Building 1), Units 101, 102 and 104
10202 Deer Vista Drive (Building 1), Units 101, 102, 103 and 104

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

10201 Deer Vista Drive (Building 2), Units 101, 102, 103 and 104
10203 Deer Vista Drive (Building 2), Units 101, 102, 103 and 104
10205 Deer Vista Drive (Building 3), Units 102, 103 and 104
10207 Deer Vista Drive (Building 3), Units 101, 102, 103 and 104

IV. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2:

10200 Deer Vista Drive (Building 1)
10202 Deer Vista Drive (Building 1)
10201 Deer Vista Drive (Building 2)
10203 Deer Vista Drive (Building 2)
10207 Deer Vista Drive (Building 3)

V. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will seek immediately approval from the U.S. Postal Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC. During this process and if approval to reassign the mailboxes is not obtained, see Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units (Matrix #63)

APPENDIX C.3

INTERIOR RETROFITS AT GARDENS OF GLENMARY VILLAGE CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will, at the request of the condominium unit owners or residents, retrofit the interiors of the units, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. These units are comprised of two (2) unit types: (1) a 2 Bedroom, 2 Bath; and (2) a 2 Bedroom, 3 Bath. The retrofits for each unit type are listed below in Sections II though VI.

10200 Deer Vista Drive (Building 1), Units 101, 102, 103 and 104
10202 Deer Vista Drive (Building 1), Units 101, 102, 103 and 104
10201 Deer Vista Drive (Building 2), Units 101, 102, 103 and 104
10203 Deer Vista Drive (Building 2), Units 101, 102, 103 and 104
10205 Deer Vista Drive (Building 3), Units 101, 102, 103 and 104
10207 Deer Vista Drive (Building 3), Units 101, 102, 103 and 104

II. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to the 2 Bedroom, 2 Bath unit types that are of the same type as the unit surveyed at 10201 Deer Vista Drive, #102:

A. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Location of Temperature Gauges or Controls, Location of Wall Outlets and Toilet in Master Bath.

III. DKCD, Inc., Glenmary Village, LLC, and Renaissance Homes, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to the 2 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at 10205 Deer Vista Drive, #101:

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

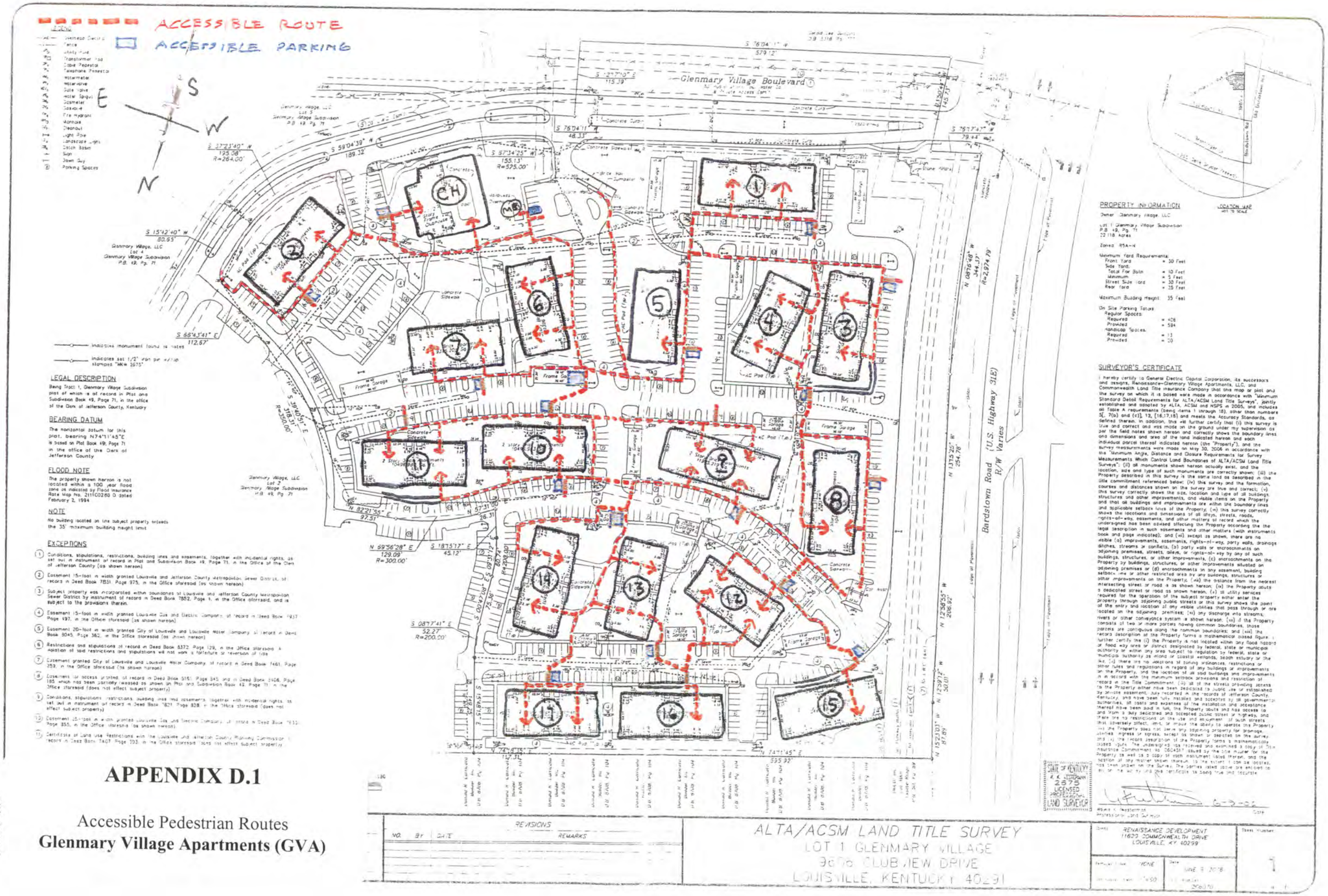
[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

A. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Patio Door.

APPENDIX D.1

PEDESTRIAN ROUTES FOR GLENMARY VILLAGE APARTMENTS

(Accessible Route Plan on following page)



APPENDIX D.1

Accessible Pedestrian Routes

Glenmary Village Apartments (GVA)

APPENDIX D.2

PUBLIC AND COMMON USE RETROFITS AT GLENMARY VILLAGE APARTMENTS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit the public and common use areas at Glenmary Village Apartments in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit the maneuvering surface landing at the exterior side of the primary entry doors at the unit listed below to slope away from the door at a maximum of 2.0% in compliance with ANSI 1986, Section 4.13.6 [FHAG Req. ## 1, 2, 4, FHDM p. 4.11] (Matrix ("M") #205):

11503 Stone Field Way (Building 9), Unit 101

III. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit the thresholds at the exterior side of primary entrance door at the units listed below with an ANSI-1986-compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2 (M#206):

9414 Meadow Valley Lane (Building 1), Unit 103

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

9601 Clubview Drive (Building 2), Units 101, 102 and 103
9603 Clubview Drive (Building 2), Units 102, 103 and 104
9409 Meadow Valley Lane (Building 3), Unit 102
9411 Meadow Valley Lane (Building 3), Units 102 and 103
9500 Meadow Valley Place (Building 4), Units 102, 103 and 104.
9502 Meadow Valley Place (Building 4), Units 101, 102 and 104
9501 Meadow Valley Place (Building 5), Units 101 and 102
9501 Glen Trace Lane (Building 6), Units 101 and 103
9503 Glen Trace Lane (Building 6), Units 101 and 103
11604 Stone Field Way (Building 7), Unit 101
9405 Meadow Valley Lane (Building 8), Unit 102
11503 Stone Field Way (Building 9), Unit 101
11505 Stone Field Way (Building 9), Units 101 and 102
11601 Stone Field Way (Building 10), Units 101 and 102

IV. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with lever hardware in compliance with ANSI 1986, Section 4.13.9 (M#207):

9412 Meadow Valley Lane (Building 1), Units 101, 102, 103 and 104
9414 Meadow Valley Lane (Building 1), Units 101, 102, 103 and 104
9601 Clubview Drive (Building 2), Units 101, 102, 103 and 104
9603 Clubview Drive (Building 2), Units 101, 102, 103 and 104
9409 Meadow Valley Lane (Building 3), Units 101, 102, 103 and 104
9411 Meadow Valley Lane (Building 3), Units 101, 102, 103 and 104
9500 Meadow Valley Place (Building 4), Units 101, 102, 103 and 104
9502 Meadow Valley Place (Building 4), Units 101, 102, 103 and 104
9501 Meadow Valley Place (Building 5), Units 101 and 102
9501 Glen Trace Lane (Building 6), Units 101, 102, 103 and 104
9503 Glen Trace Lane (Building 6), Units 101, 102, 103 and 104
11604 Stone Field Way (Building 7), Units 101, 102, 103 and 104
11606 Stone Field Way (Building 7), Units 101, 102, 103 and 104
9401 Meadow Valley Lane (Building 8), Units 101 and 102
9405 Meadow Valley Lane (Building 8), Units 101 and 102
11503 Stone Field Way (Building 9), Units 101 and 102
11504 Larkin Fore Way (Building 9), Units 101 and 102
11505 Stone Field Way (Building 9), Units 101 and 102
11506 Larkin Fore Way (Building 9), Units 101 and 102
11600 Larkin fore Way (Building 10), Units 101 and 102
11601 Stone Field Way (Building 10), Units 101 and 102
11602 Larkin Fore Way (Building 10), Units 101 and 102
11604 Larkin Fore Way (Building 11), Units 101 and 102
11605 Stone Field Way (Building 11), Units 101 and 102

11607 Stone Field Way (Building 11), Units 101 and 102
11501 Larkin Fore Way (Building 12), Units 101 and 102
11503 Larkin Fore Way (Building 12), Units 101 and 102
9309 Meadow Valley Lane (Building 12), Units 101 and 102
9311 Meadow Valley Lane (Building 12), Units 101 and 102
11507 Larkin Fore Way (Building 13), Units 101, 102, 103, and 104
9305 Meadow Valley Lane (Building 13), Units 101, 102, 103, and 104
11511 Larkin Fore Way (Building 14), Units 101, 102, 103, and 104
9301 Meadow Valley Lane (Building 14), Units 101, 102, 103, and 104
9312 Meadow Valley Lane (Building 15), Units 101, 102, 103, and 104
9308 Meadow Valley Lane (Building 16), Units 101, 102, 103, and 104
9300 Meadow Valley Lane (Building 17), Units 101, 102, 103, and 104
9302 Meadow Valley Lane (Building 17), Units 101, 102, 103, and 104

V. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2 (M#208):

9412 Meadow Valley Lane (Building 1)
9414 Meadow Valley Lane (Building 1)
9601 Clubview Drive (Building 2)
9603 Clubview Drive (Building 2)
9409 Meadow Valley Lane (Building 3)
9411 Meadow Valley Lane (Building 3)
9500 Meadow Valley Place (Building 4)
9502 Meadow Valley Place (Building 4)
9501 Meadow Valley Place (Building 5)
9501 Glen Trace Lane (Building 6)
9503 Glen Trace Lane (Building 6)
11604 Stone Field Way (Building 7)
11606 Stone Field Way (Building 7)
9401 Meadow Valley Lane (Building 8)
9405 Meadow Valley Lane (Building 8)
11503 Stone Field Way (Building 9)
11504 Larkin Fore Way (Building 9)
11505 Stone Field Way (Building 9)
11506 Larkin Fore Way (Building 9)
11600 Larkin fore Way (Building 10)
11601 Stone Field Way (Building 10)
11602 Larkin Fore Way (Building 10)
11604 Larkin Fore Way (Building 11)

11605 Stone Field Way (Building 11)
11607 Stone Field Way (Building 11)
11501 Larkin Fore Way (Building 12)
11503 Larkin Fore Way (Building 12)
9309 Meadow Valley Lane (Building 12)
9311 Meadow Valley Lane (Building 12)
11507 Larkin Fore Way (Building 13)
9305 Meadow Valley Lane (Building 13)
11511 Larkin Fore Way (Building 14)
9301 Meadow Valley Lane (Building 14)
9312 Meadow Valley Lane (Building 15)
9308 Meadow Valley Lane (Building 16)
9300 Meadow Valley Lane (Building 17)
9302 Meadow Valley Lane (Building 17)

VI. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to the mail kiosk: (M#209)

A. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will seek immediately approval from the U.S. Postal Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC. During this process and if approval to reassign the mailboxes is not obtained, see Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units. (M#211)

B. Relocate the mail slot for outgoing mail to be within the reach range of 48" above the ground for a forward approach or 54" above the ground for a side approach in compliance with ANSI 1986, Sections 4.2.5 and 4.2.6. (M#212)

VII. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to the exterior of the Leasing/Sales Office:

A. Retrofit a 5' x 5' maneuvering surface landing outside the entry door at the Men’s Toilet from the swimming pool to slope 2.0% or less in both directions in compliance with ANSI 1986 Section 4.13.6. (M#219)

B. Remount the Sales Information box so that the access lid has a compliant height within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Section 4.2 and ADA Standard 4.2.5. (M##223, 365)

C. Remount the Leasing Information box so that the access lid has a compliant height within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Section 4.2 and ADA Standard 4.2.5. (M##224, 366)

D. Remount the two gas lanterns at either side of the doors from the reception area to the west covered porch adjacent to the pool to be at least 80" above the finished deck in compliance with ANSI 1986, Section 4.4. (M#226)

E. Retrofit by providing complaint signage from parking areas to the sales and leasing offices directing the accessible route to the entry of the sales office in compliance with ADA Standard 4.1.2. (M#360)

F. Retrofit cross slope of access aisle adjacent to designated accessible parking space and van parking space in front of leasing office to be in compliance with ADA Standards 4.3.7 and 4.6.3.

G. Retrofit by providing a post mounted sign showing the symbol of accessibility in front of the southern most designated accessible parking space so that it will not be obscured by the vehicle parked in the space to be in compliance with ADA Standard 4.6.4.

VIII. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to the interior of the Leasing/Sales Office:

A. Retrofit the interior door from the Reception Area to the Sale Office Foyer to have a maximum opening force of no more than 5.0 lbf in compliance with ANSI 1986, Section 4.13.11. (M#229)

B. Retrofit the interior door from the Leasing Office to the Men's Office Side Toilet to have a maximum opening force of no more than 5.0 lbf in compliance with ANSI 1986, Section 4.13.11. (M#230)

C. Retrofit the interior door from the Men's Office Side Toilet to the Pool Side Toilet to have a maximum opening force of no more than 5.0 lbf in compliance with ANSI 1986, Section 4.13.11. (M#231)

D. Retrofit the interior door from the Leasing Office to the Women's Office Side Toilet to have a maximum opening force of no more than 5.0 lbf in compliance with ANSI 1986, Section 4.13.11. (M#232)

E. Retrofit the door from the Leasing Office Lobby to the Sales Office restroom hallway so that it has a maximum opening force of no more than 5.0 lbf in compliance with ADA Standard 4.13.11. (M#367)

F. Retrofit the storage cabinet near the door inside the health equipment room so that it projects no more than 4" into the circulation space or is mounted 80" or more or 27" or less above the finished floor in compliance with ANSI 1986, Section 4.4. (M#234)

G. Retrofit the maneuvering space at the Leasing Office corridor side of the Men's Toilet to have a minimum of 18" of maneuvering space on the pull side, latch side of the door in compliance with ANSI 1986, Section 4.13.6. (M#236)

H. Retrofit the maneuvering space at the hinged side, push side approach from the Kitchen Hall to the Garden Room to have a minimum 42" clearance required by ANSI 1986, Section 4.13.6, Fig. 25(b). (M#238)

IX. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits in the Sales Office Men's Rest Room:

A. Retrofit signage at Men's Restroom so that the sign is mounted on the wall adjacent to the latch side of the door, 60" above the finished floor to the center of the sign, the sign has characters with compliant proportions, compliant character height, raised and braille characters, compliant finish, compliant contrast, the sign of accessibility, and otherwise complies with ADA Standard 4.30.1. (M#369)

B. Retrofit the rear grab bar behind the water closet to have a minimum of 36" in length in compliance with ADA Standard 4.16.4, Fig. 29. (M##242, 370)

C. Mount the flush controls for the water closet on the wide side of the toilet area, not on the narrow side facing the side wall in compliance with ADA Standard 4.16.5, FHAG, Req. #2, ANSI 1986 § 4.16.5, and FHDM pp. 2.4 and 2.5. (M#371)

D. Retrofit the toe clearance space provided beneath the lavatory counter to have a minimum of 9" clearance height from the finished floor in compliance with ANSI 1986, Section 4.19.1, Fig. 31, FHAG, Req. #2, FHDM pp. 2.4 and 2.5, ADA Standard 4.19.2, Fig. 31. (M##244, 373)

E. Remount the toilet tissue dispenser to have a maximum of 36" from the rear wall and a minimum of 19" above the finished floor in compliance with ANSI 1986, Section 4.17.6 and ADA Standard 4.16.6. (M#374)

F. Retrofit the hall door to have a swing that does not encroach into the clear floor space at the toilet in compliance with ADA Standard 4.22.2. (M#375)

X. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits in the Sales Office Women's Rest Room:

A. Retrofit signage at Woman's Restroom so that the sign is mounted on the wall adjacent to the latch side of the door, 60" above the finished floor to the center of the sign, the sign has characters with compliant proportions, compliant character height, raised and braille characters, compliant finish, compliant contrast, the sign of accessibility, and otherwise complies with ADA Standard 4.30.1. (M#377).

B. Retrofit the rear grab bar behind the water closet so that it is a minimum of 36" in length in compliance with ADA Standard 4.16.4, Fig. 29. (M#378)

C. Retrofit the toe clearance space provided beneath the lavatory counter to have a minimum of 9" clearance height from the finished floor in compliance with ANSI 1986, Section 4.19.1, Fig. 31, FHAG, Req. #2, FHDM pp. 2.4 and 2.5, and ADA Standard 4.19.2, Fig. 31. (M## 248, 380)

D. Remount the toilet tissue dispenser so that it is a maximum of 36" from the rear wall and a minimum of 19" above the finished floor in compliance with ANSI 1986, Section 4.17.6 and ADA Standard 4.16.6. (M#381)

E. Retrofit the designated accessible toilet stall door so that its inward swing does not encroach into the clear floor space at the toilet in compliance with ADA Standard 4.22.2. (M#382)

XI. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits in the Men's Pool Toilet:

A. Retrofit the toilet stall partition at the latch side of the stall door to have a maximum of 4" partition depth in compliance with ANSI 1986, Section 4.17.3, Fig. 30, FHDM pp. 2.4 and 2.5. (M#258)

B. Retrofit the toilet stall door to have a minimum 32" clear opening in compliance with ANSI 1986, Section 4.17.3, Fig. 30, FHAG, Req. #2, FHDM pp. 2.4 and 2.5. (M#259)

C. Retrofit the coat hook located in the toilet stall so that it is mounted no higher than 48" above the finished floor for a forward approach in compliance with ANSI 1986, Section 4.2.5, FHAG, Req. #2, and FHDM pp. 2.4 and 2.5. (M#263)

XII. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits in the Women's Pool Toilet:

A. Retrofit the toilet stall door to have a minimum 32" clear opening width in compliance with ANSI 1986, Section 4.17.3, Fig. 30, FHAG, Req. #2, and FHDM pp. 2.4 and 2.5. (M#273)

B. Retrofit the toilet stall partition at the latch side of the stall door to have a maximum of 4" toilet partition depth in compliance with ANSI 1986, Section 4.17.3, Fig. 30, FHAG, Req. #2, and FHDM pp. 2.4 and 2.5. (M#275)

C. Retrofit the coat hook located in the toilet stall so that it is mounted no higher than 48" above the finished floor for a forward approach in compliance with ANSI 1986, Section 4.2.5, FHAG, Req. #2, and FHDM pp. 2.4 and 2.5. (M#278)

XIII. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will provide two accessible garages on Accessible Pedestrian Routes to all covered dwelling units per Accessible Route plans in Appendices A.1 and A.3. (M## 282, 283)

APPENDIX D.3

INTERIOR RETROFITS AT GLENMARY VILLAGE APARTMENTS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will retrofit the interiors of the units, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specific, the Interior Retrofit Inspection Protocol, that are the listed below. These units are comprised of five (5) unit types: (1) The Parkside, which is a 1-Bedroom, 1-Bathroom Standard unit; (2) The Parkside II, which is a 1-Bedroom, 1-Bathroom Bonus unit; (3) The Metro, which is a 2-Bedroom, 2-Bathroom unit; (4) The Metro II, which is a 2-Bedroom, 2-Bathroom Bonus unit; and (5) The Villager, which is a 3-Bedroom, 2-Bathroom unit. The retrofits for each unit type are listed below in Sections II though VI.

9412 Meadow Valley Lane (Building 1), Units 101, 102, 103 and 104
9414 Meadow Valley Lane (Building 1), Units 101, 102, 103 and 104
9601 Clubview Drive (Building 2), Units 101, 102, 103 and 104
9603 Clubview Drive (Building 2), Units 101, 102, 103 and 104
9409 Meadow Valley Lane (Building 3), Units 101, 102, 103 and 104
9411 Meadow Valley Lane (Building 3), Units 101, 102, 103 and 104
9500 Meadow Valley Place (Building 4), Units 101, 102, 103 and 104
9502 Meadow Valley Place (Building 4), Units 101, 102, 103 and 104
9501 Meadow Valley Place (Building 5), Units 101 and 102
9501 Glen Trace Lane (Building 6), Units 101, 102, 103 and 104
9503 Glen Trace Lane (Building 6), Units 101, 102, 103 and 104
11604 Stone Field Way (Building 7), Units 101, 102, 103 and 104
11606 Stone Field Way (Building 7), Units 101, 102, 103 and 104
9401 Meadow Valley Lane (Building 8), Units 101 and 102
9405 Meadow Valley Lane (Building 8), Units 101 and 102
11503 Stone Field Way (Building 9), Units 101 and 102
11504 Larkin Fore Way (Building 9), Units 101 and 102
11505 Stone Field Way (Building 9), Units 101 and 102
11506 Larkin Fore Way (Building 9), Units 101 and 102

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

11600 Larkin fore Way (Building 10), Units 101 and 102
11601 Stone Field Way (Building 10), Units 101 and 102
11602 Larkin Fore Way (Building 10), Units 101 and 102
11604 Larkin Fore Way (Building 11), Units 101 and 102
11605 Stone Field Way (Building 11), Units 101 and 102
11607 Stone Field Way (Building 11), Units 101 and 102
11501 Larkin Fore Way (Building 12), Units 101 and 102
11503 Larkin Fore Way (Building 12), Units 101 and 102
9309 Meadow Valley Lane (Building 12), Units 101 and 102
9311 Meadow Valley Lane (Building 12), Units 101 and 102
11507 Larkin Fore Way (Building 13), Units 101, 102, 103 and 104
9305 Meadow Valley Lane (Building 13), Units 101, 102, 103 and 104
11511 Larkin Fore Way (Building 14), Units 101, 102, 103 and 104
9301 Meadow Valley Lane (Building 14), Units 101, 102, 103 and 104
9312 Meadow Valley Lane (Building 15), Units 101, 102, 103 and 104
9308 Meadow Valley Lane (Building 16), Units 101, 102, 103 and 104
9300 Meadow Valley Lane (Building 17), Units 101, 102, 103 and 104
9302 Meadow Valley Lane (Building 17), Units 101, 102, 103 and 104

II. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to The Parkside unit types that are of the same type as the unit surveyed at 11604 Stonefield Way, #104:

See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds and Abrupt Level Changes at Interior Side of Patio Door.

III. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to The Parkside II unit types that are of the same type as the unit surveyed at 9503 Meadow Valley Place, #102:

See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

IV. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to The Metro unit types that are of the same type as the unit surveyed at 9503 Meadow Valley Place, #102:

See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

V. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to The Metro II unit types that are of the same type as the unit surveyed at 11602 Larkin Fore Way, #102:

See Interior Retrofit Inspection Protocol for retrofits to Location of Temperature Gauges or Controls.

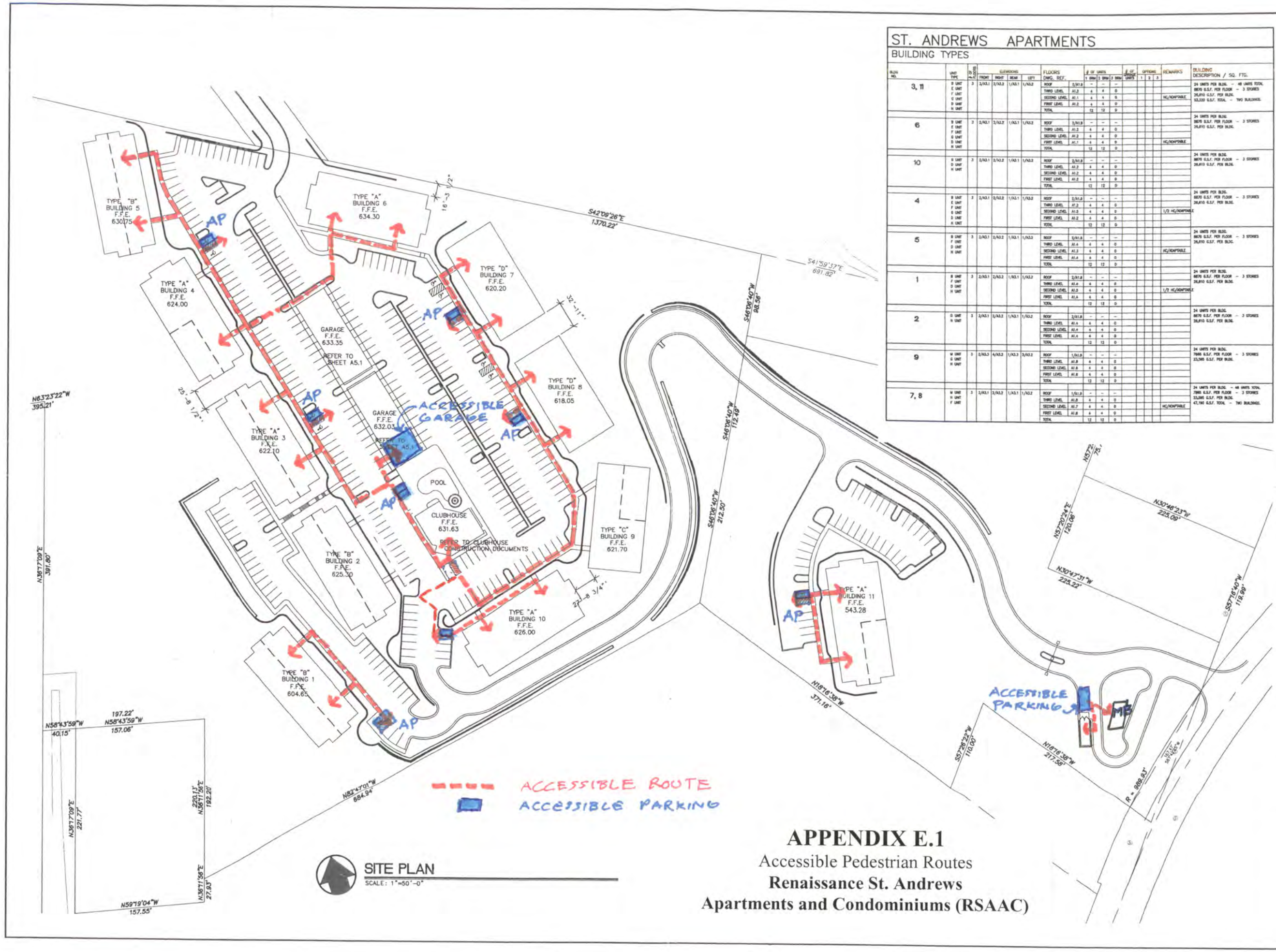
VI. DKCD, Inc., Glenmary Village, LLC, Renaissance Homes, LLC, and Renaissance-Glenmary Village Apartments, LLC will make the following retrofits to The Villager unit types that are of the same type as the unit surveyed at 9414 Meadow Valley Lane, #101:

See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

APPENDIX E.1

PEDESTRIAN ROUTES AT RENAISSANCE ST. ANDREWS APARTMENTS AND CONDOMINIUMS

(Accessible Route Plan on following page)



ST. ANDREWS APARTMENTS

BUILDING TYPES

BLDG NO.	UNIT TYPE	# BLDGS	ELEVATIONS FRONT	RIGHT	REAR	LEFT	FLOORS DWG. REF.		# OF UNITS 1 BRM	2 BRM	3 BRM	# OF GARAGE UNITS	OPTIONS 1	2	3	REMARKS	BUILDING DESCRIPTION / SQ. FTG.
3, 11	B UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG. – 48 UNITS TOTAL
	E UNIT						THIRD LEVEL	A1.3	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
	F UNIT						SECOND LEVEL	A1.1	4	4	0					HC/ADAPTABLE	26,010 G.S.F. PER BLDG.
	G UNIT						FIRST LEVEL	A1.2	4	4	0						52,020 G.S.F. TOTAL – TWO BUILDINGS.
	D UNIT						TOTAL		12	12	0						
	H UNIT																
6	B UNIT	2	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG.
	E UNIT						THIRD LEVEL	A1.3	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
	F UNIT						SECOND LEVEL	A1.2	4	4	0						26,010 G.S.F. PER BLDG.
	G UNIT						FIRST LEVEL	A1.1	4	4	0					HC/ADAPTABLE	
	D UNIT						TOTAL		12	12	0						
	H UNIT																
10	B UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG.
	D UNIT						THIRD LEVEL	A1.3	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
	H UNIT						SECOND LEVEL	A1.2	4	4	0						26,010 G.S.F. PER BLDG.
							FIRST LEVEL	A1.3	4	4	0						
							TOTAL		12	12	0						
4	B UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG.
	E UNIT						THIRD LEVEL	A1.3	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
	F UNIT						SECOND LEVEL	A1.3	4	4	0					1/2 HC/ADAPTABLE	26,010 G.S.F. PER BLDG.
	G UNIT						FIRST LEVEL	A1.2	4	4	0						
	D UNIT						TOTAL		12	12	0						
	H UNIT																
5	B UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.3	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG.
	F UNIT						THIRD LEVEL	A1.4	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
	D UNIT						SECOND LEVEL	A1.3	4	4	0					HC/ADAPTABLE	26,010 G.S.F. PER BLDG.
	H UNIT						FIRST LEVEL	A1.4	4	4	0						
							TOTAL		12	12	0						
1	B UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG.
	F UNIT						THIRD LEVEL	A1.4	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
	D UNIT						SECOND LEVEL	A1.3	4	4	0					1/2 HC/ADAPTABLE	26,010 G.S.F. PER BLDG.
	H UNIT						FIRST LEVEL	A1.4	4	4	0						
							TOTAL		12	12	0						
2	B UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	2/A1.B	–	–	–						24 UNITS PER BLDG.
	H UNIT						THIRD LEVEL	A1.4	4	4	0						8670 G.S.F. PER FLOOR – 3 STORIES
							SECOND LEVEL	A1.4	4	4	0						26,010 G.S.F. PER BLDG.
							FIRST LEVEL	A1.4	4	4	0						
							TOTAL		12	12	0						
9	W UNIT	3	2/A3.3	4/A3.2	1/A3.3	3/A3.2	ROOF	1/A1.B	–	–	–						24 UNITS PER BLDG.
	G UNIT						THIRD LEVEL	A1.B	4	4	0						7686 G.S.F. PER FLOOR – 3 STORIES
	H UNIT						SECOND LEVEL	A1.B	4	4	0						23,586 G.S.F. PER BLDG.
							FIRST LEVEL	A1.B	4	4	0						
							TOTAL		12	12	0						
7, 8	W UNIT	3	2/A3.1	2/A3.2	1/A3.1	1/A3.2	ROOF	1/A1.B	–	–	–						24 UNITS PER BLDG. – 48 UNITS TOTAL
	H UNIT						THIRD LEVEL	A1.B	4	4	0						7686 G.S.F. PER FLOOR – 3 STORIES
	F UNIT						SECOND LEVEL	A1.7	4	4	0					HC/ADAPTABLE	23,265 G.S.F. PER BLDG.
							FIRST LEVEL	A1.B	4	4	0						47,190 G.S.F. TOTAL – TWO BUILDINGS.
							TOTAL		12	12	0						

APPENDIX E.1

Accessible Pedestrian Routes

Renaissance St. Andrews

Apartments and Condominiums (RSAAC)

JOB NUMBER 99050

RENAISSANCE APARTMENTS AT ST. ANDREWS

LOUISVILLE, KENTUCKY

TB TUCKER & BOOKER Inc.
10172 linn station road louisville, kentucky 40223
502-425-5673
fax: 502-425-5351
e-mail: tbdo@bellsouth.net

ROBIN L. DONIOF REGISTERED NO. 4545 COMMONWEALTH OF KENTUCKY ARCHITECT

DATE	3/17/99
BY	CLN
CKD	RLD
REVISIONS	8/7/00

SITE PLAN

A0.1

\GDN\ST ANDREWS\99050a01.dwg Mon Sep 18 13:43:26 2000 CAD-04

APPENDIX E.2

PUBLIC AND COMMON USE RETROFITS AT RENAISSANCE ST. ANDREWS APARTMENTS AND CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the public and common use areas at Renaissance St. Andrews Apartments and Condominiums in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the maneuvering surface at the exterior side of the primary entry doors at the unit listed below to slope away from the door at a maximum of 2.0% in compliance with ANSI 1986, Section 4.13.6, FHAG Req. ## 1, 2, 4, FHDM p. 4.11 (Matrix ("M") #61):

3322 Renwood Boulevard (Building 7), Unit 204

III. DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the thresholds at the exterior side of primary entrance door at the units listed below with a compliant National Guard Transition Strip/Threshold or similar ANSI 1986 compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2 (M#61):

According to the Consent Order and Route Inspection Protocol,

7400 Renwood Boulevard (Building 1), Units 203 and 204
7402 Renwood Boulevard (Building 1), Unit 203

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

3304 Renwood Boulevard (Building 3), Units 201, 202, 203 and 204
3306 Renwood Boulevard (Building 3), Units 201, 202, 203 and 204
3308 Renwood Boulevard (Building 4), Units 201, 202, 203 and 204
3312 Renwood Boulevard (Building 5), Units 201, 202, 203 and 204
3314 Renwood Boulevard (Building 5), Units 201, 202, 203 and 204
3316 Renwood Boulevard (Building 6), Units 101, 102 and 104
3318 Renwood Boulevard (Building 6), Units 101 and 103
3320 Renwood Boulevard (Building 7), Units 201, 202, 203 and 204
3322 Renwood Boulevard (Building 7), Units 201 and 204
3324 Renwood Boulevard (Building 8), Units 201, 203 and 204
3326 Renwood Boulevard (Building 8), Units 201, 202, 203 and 204
3332 Renwood Boulevard (Building 10), Units 102 and 104
3334 Renwood Boulevard (Building 10), Units 101 and 103
3200 Renwood Boulevard (Building 11), Units 201 and 204
3202 Renwood Boulevard (Building 11), Units 201, 202 and 203

IV. DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the threshold at the exterior side of the primary entrance door at the units listed below by providing a 5' x 5' landing at the entry door that has a level maneuvering surface and by providing a compliant route, including a compliant ramp, if needed, from that landing, outside of the level maneuvering space, to the surface of the breezeway in compliance with ANSI 1986 Section 4.13.6, FHAG Req. ## 1, 2, 4, FHDM p. 4.11 (M#62):

According to the Consent Order and Route Inspection Protocol,

7400 Renwood Boulevard (Building 1), Units 201
7402 Renwood Boulevard (Building 1), Units 201, 202 and 204
3200 Renwood Boulevard (Building 11), Units 202 and 203
3202 Renwood Boulevard (Building 11), Unit 204

V. DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with accessible hardware that is easy to grasp with one hand and does not require tight grasping, pinching or twisting in compliance with ANSI 1986, Section 4.13.9 (M##63, 102):

According to the Consent Order and Route Inspection Protocol,

7400 Renwood Boulevard (Building 1), Units 201, 202, 203 and 204
7402 Renwood Boulevard (Building 1), Units 201, 202, 203 and 204
3304 Renwood Boulevard (Building 3), Units 201, 202, 203 and 204
3306 Renwood Boulevard (Building 3), Units 201, 202, 203 and 204
3308 Renwood Boulevard (Building 4), Units 201, 202, 203 and 204
3312 Renwood Boulevard (Building 5), Units 201, 202, 203 and 204
3314 Renwood Boulevard (Building 5), Units 201, 202, 203 and 204

3316 Renwood Boulevard (Building 6), Units 101, 102, 103 and 104
3318 Renwood Boulevard (Building 6), Units 101, 102, 103 and 104
3320 Renwood Boulevard (Building 7), Units 201, 202, 203 and 204
3322 Renwood Boulevard (Building 7), Units 201, 202, 203 and 204
3324 Renwood Boulevard (Building 8), Units 201, 202, 203 and 204
3326 Renwood Boulevard (Building 8), Units 201, 202, 203 and 204
3332 Renwood Boulevard (Building 10), Units 101, 102, 103 and 104
3334 Renwood Boulevard (Building 10), Units 101, 102, 103 and 104
3200 Renwood Boulevard (Building 11), Units 201, 202, 203 and 204
3202 Renwood Boulevard (Building 11), Units 201, 202, 203 and 204

VI. DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2 (M#64):

3316 Renwood Boulevard (Building 6), Units 101, 102, 103 and 104
3318 Renwood Boulevard (Building 6), Units 101, 102, 103 and 104
3332 Renwood Boulevard (Building 10), Units 101, 102, 103 and 104
3334 Renwood Boulevard (Building 10), Units 101, 102, 103 and 104

VII. DKCD, Inc. and Renaissance/St. Andrews, LLC will seek immediately approval from the U.S. Postal Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc. and Renaissance/St. Andrews, LLC. During this process and if approval to reassign the mailboxes is not obtained, see Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units (M##65-66).

VIII. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits to the exterior of the Leasing/Sales Office/Community Room (M##69-70):

A. Retrofit at least a 5' x 5' maneuvering surface outside the entry doors between the main community room and the pool deck to slope 2.0% or less in each direction in compliance with ANSI 1986, Section 4.13.6, Fig. 25, FHDM p. 3.4. (M#72)

B. Retrofit the wall mounted hooks that hold the pool cleaning apparatus to that the hooks either projected 4" or less, or are hung lower than 27" or higher than 80" above the finished floor, or install a permanent detectable warning in compliance in compliance with FHAG, Req. ## 1 & 2, ANSI 1986, Section 4.4, FHDM p. 2.18. (M#75)

C. Retrofit by providing complaint signage from parking areas to the sales and leasing offices directing the accessible route to the entry of the sales office in compliance with ADA Standard 4.1.2.

D. Retrofit by providing a compliant van parking space in front of the pool on the accessible route to the Leasing/Sales office in compliance with ADA Standards 4.3.7 and 4.6.3.

IX. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits to the interior of the Leasing/Sales Office-Common Use Laundry (M#79): Retrofit the folding table in the laundry room to have an accessible work space at or below 34" above the finished floor in compliance with FHAG, Req. #2, ANSI 1986, Section 4.30.4, FHDM p. 2.27. (M#80)

X. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits to the interior of the Leasing/Sales Office-Common Use Kitchen (M#82): Retrofit the kitchen counter and sink to have an accessible height at or below 34" above the finished floor in compliance with FHAG, Req. #2, ANSI 1986, Section 4.30.4, FHDM p. 2.27. (M#82)

XI. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits in the Leasing/Sales Office Women's Rest Room:

A. Retrofit signage at Women's rest room so that the sign is mounted on the wall adjacent to the latch side of the door, 60" above the finished floor to the center of the sign, the sign has characters with compliant proportions, compliant character height, raised and braille characters, compliant finish, compliant contrast, the sign of accessibility, and otherwise complies with FHAG, Req. #2, ANSI 1986, Section 4.28, FHDM p. 3.4, and ADA Standard 4.30.1. (M##84, 167)

B. Retrofit hot water and drain piping by installing pipe insulation and configuring otherwise to protect against contact in compliance with FHAG, Req. #2, ANSI 1986, Section 4.19.4, FHDM p. 2.28, and ADA Standard 4.19.4. (M##85, 168)

C. Retrofit the designated accessible toilet stall to have the door mounted no further than 4" at the open side of the toilet from the side partition in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.3, FHDM p. 2.29, and ADA Standard 4.17.3, Fig. 30(a). (M##86, 169)

D. Retrofit the toilet tissue dispenser in the designated accessible toilet stall so that it is a maximum of 36" to the outside of the toilet tissue roll from the rear wall in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.6, FHDM p. 2.28, and ADA Standards 4.16.6 and 4.17.3, Fig. 30(d). (M##87,170)

E. Retrofit the coat hook in the designated accessible toilet stall so that it is mounted no higher than 48" above the finished floor for a forward approach in compliance with FHAG, Req. #2, ANSI 1986, Section 4.23.3, Fig. 30, FHDM pp. 2.4 and 2.5, and ADA Standard 4.2.5. (M##8, 171)

F. Retrofit the pull side, latch side maneuvering space at the interior side of the Women's rest room door leading to the interior Hall of the Leasing/Sales office to have a minimum of 18" of maneuvering space in compliance with FHAG, Req. #2, ANSI 1986, Section 4.13.6, Fig. 25, FHDM p. 4.4, and ADA Standard 4.13.6. (M##89, 172)

G. Retrofit the door from the Women's rest room leading to the interior Hall of the Leasing/Sales office to have a maximum opening force of no more than 5.0 lbf in compliance with ANSI 1986, Section 4.13.11, FHDM p. 4.4, and ADA Standard 4.13.11. (M##90 & 173)

XII. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits in the Leasing/Sales Office Men's Rest Room (M#92):

A. Retrofit signage at Men's rest room so that the sign is mounted on the wall adjacent to the latch side of the door, 60" above the finished floor to the center of the sign, the sign has characters with compliant proportions, compliant character height, raised and braille characters, compliant finish, compliant contrast, the sign of accessibility, and otherwise complies with FHAG, Req. #2, ANSI 1986, Section 4.28, FHDM p. 3.4, and ADA Standard 4.30.1. (M##93, 176)

B. Retrofit hot water and drain piping by installing pipe insulation and configuring otherwise to protect against contact in compliance with FHAG, Req. #2, ANSI 1986, Section 4.19.4, FHDM p. 2.28, and ADA Standard 4.19.4. (M##94, 177)

C. Retrofit the designated accessible toilet stall to have the door mounted no further than 4" at the open side of the toilet from the side partition in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.3, FHDM p. 2.29, and ADA Standard 4.17.3, Fig. 30(a). (M##95, 178)

D. Retrofit the toilet tissue dispenser in the designated accessible toilet stall so that it is a maximum of 36" to the outside of the toilet tissue roll from the rear wall in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.6, FHDM p. 2.28, and ADA Standards 4.16.6 and 4.17.3, Fig. 30(d). (M##96, 179)

E. Retrofit the coat hook in the designated accessible toilet stall so that it is mounted no higher than 48" above the finished floor for a forward approach in compliance with FHAG, Req. #2, ANSI 1986, Section 4.23.3, Fig. 30, FHDM pp. 2.4 and 2.5, and ADA Standard 4.2.5. (M##97, 180)

F. Retrofit the door from the Men's rest room leading to the interior Hall of the Leasing/Sales office to have a maximum opening force of no more than 5.0 lbf in compliance with ANSI 1986, Section 4.13.11, FHDM p. 4.4, and ADA Standard 4.13.11. (M##98, 181)

XIII. DKCD, Inc. and Renaissance/St. Andrews, LLC will provide two accessible garages on Accessible Pedestrian Routes to all covered dwelling units per Accessible Route plans in Appendices E.1 and E.3. (M#99)

APPENDIX E.3(a)

UNIT INTERIOR RETROFITS AT RENAISSANCE ST. ANDREWS APARTMENTS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc. and Renaissance/St. Andrews, LLC will retrofit the interiors of the apartment units at Renaissance St. Andrews Apartments, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. These apartment units are comprised of three (3) unit types: (1) 1 Bedroom - Standard 600 square foot (sf) Apartment Unit; (2) 1 Bedroom - Deluxe 850 sf Apartment Unit; and (3) 2 Bedroom - Deluxe 1100 sf Apartment Unit. The retrofits for each apartment unit type are listed below in Sections II though IV.

3304 Renwood Boulevard (Building 3), Units 201, 202, 203 and 204
3306 Renwood Boulevard (Building 3), Units 201, 202, 203 and 204
3308 Renwood Boulevard (Building 4), Units 201, 202, 203 and 204
3312 Renwood Boulevard (Building 5), Units 201, 202, 203 and 204
3314 Renwood Boulevard (Building 5), Units 201, 202, 203 and 204
3316 Renwood Boulevard (Building 6), Units 101, 102, 103 and 104
3318 Renwood Boulevard (Building 6), Units 101, 102, 103 and 104
3320 Renwood Boulevard (Building 7), Units 201, 202, 203 and 204
3322 Renwood Boulevard (Building 7), Units 201, 202, 203 and 204
3324 Renwood Boulevard (Building 8), Units 201, 202, 203 and 204
3326 Renwood Boulevard (Building 8), Units 201, 202, 203 and 204
3332 Renwood Boulevard (Building 10), Units 101, 102, 103 and 104
3334 Renwood Boulevard (Building 10), Units 101, 102, 103 and 104

II. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits to 1 Bedroom - Standard 600 sf unit types that are of the same type as the unit surveyed at 3324 Renwood Boulevard, #203:

A. Retrofit wooden deck at exterior of patio door by providing level wooden decking that has a level change no greater than 1/2" at exterior side of threshold at patio door. (M#123) [FHAG Req. #4 (2), FHDM p. 4.14]

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

B. Retrofit by installing removable base cabinet under sink in Kitchen, finishing the floor under the sink, and installing insulated pipe protection under the sink. (M#140) [FHAG, Req. #7, FHDM p. 7.3]

C. Retrofit by either installing off-set bowl that provides 30" x 48" centered parallel clear floor space at the lavatory in Bathroom or by installing removable base cabinet under lavatory in Bathroom, finishing the floor under the lavatory, and installing insulated pipe protection under the lavatory. (M#147) [FHAG, Req. #7, guide (2)(a)(ii), Fig. 7(c) FHDM pp. 7.36 - 7.38, 7.47]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

III. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits to 1 Bedroom - Deluxe 850 sf unit types that are of the same type as the unit surveyed at 3334 Renwood Boulevard, #104:

A. Retrofit the Sliding Patio Door to the Patio by installing a patio door that has a 32" nominal clear opening width. (M#104) [FHAG, Req. #3, guide (2), FHDM pp. 3.3 - 3.7]

B. Retrofit wooden deck at exterior of patio door by providing level wooden decking that has a level change no greater than 1/2" at exterior side of threshold at patio door. (#123) [FHAG Req. #4 (2), FHDM p. 4.14]

C. Retrofit by installing removable base cabinet under sink in Kitchen, finishing the floor under the sink, and installing insulated pipe protection under the sink. (M#141) FHAG, Req. #7, FHDM p. 7.3]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

IV. DKCD, Inc. and Renaissance/St. Andrews, LLC will make the following retrofits to 2 Bedroom - Deluxe 1100 sf unit types that are of the same type as the unit surveyed at 3322 Renwood Boulevard, #201:

A. Retrofit the Sliding Patio Door to the Patio by installing a patio door that has a 32" nominal clear opening width. (M#105) [FHAG, Req. #3, guide (2), FHDM pp. 3.3 - 3.7]

B. Retrofit patio door threshold by providing 1:2 beveled reducer at abrupt level changes greater than 3/8" at interior side of threshold at patio door. (M#119) [FHAG Req. #4, FHDM pp. 4.12, 4.14]

C. Retrofit by either installing off-set bowl that provides 30" X 48" centered parallel clear floor space at the lavatory in Hall Bathroom or by installing removable base cabinet under lavatory in Hall Bathroom, finishing the floor under the lavatory, and installing insulated pipe protection under the lavatory. (M#149) [FHAG, Req. #7, guide (2)(a)(ii), Fig. 7(c) FHDM pp. 7.36 - 7.38, 7.47]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

APPENDIX E.3(b)

UNIT INTERIOR RETROFITS AT RENAISSANCE ST. ANDREWS CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc. and Renaissance/St. Andrews, LLC will, at the request of the condominium unit owners or residents, retrofit the interiors of the condominium units at Renaissance St. Andrews Condominiums, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and where specified, the Interior Retrofit Inspection Protocol, that are the listed below. These condominium units are comprised of two (2) unit types: (1) 1 Bedroom - Deluxe 850 sf Apartment Unit and (2) 2 Bedroom - Deluxe 1100 sf Apartment Unit. The retrofits for each condominium unit type are listed below in Sections II though III.

7400 Renwood Boulevard (Building 1), Units 201, 202, 203 and 204
7402 Renwood Boulevard (Building 1), Units 201, 202, 203 and 204
3200 Renwood Boulevard (Building 11), Units 201, 202, 203 and 204
3202 Renwood Boulevard (Building 11), Units 201, 202, 203 and 204

II. DKCD, Inc. and Renaissance/St. Andrews, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to 1 Bedroom - Deluxe 850 sf unit types that are of the same type as the unit surveyed at 3334 Renwood Boulevard, #104:

A. Retrofit the Sliding Patio Door to the Patio by installing a patio door that has a 32" nominal clear opening width. (M#104) [FHAG, Req. #3, guide (2), FHDM pp. 3.3 - 3.7]

B. Retrofit wooden deck at exterior of patio door by providing level wooden decking that has a level change no greater than ½" at exterior side of threshold at patio door. No retrofits at concrete patios at units in Buildings 6 and 10. (M#123) [FHAG Req. #4 (2), FHDM p. 4.14]

C. Retrofit by installing removable base cabinet under sink in Kitchen, finishing the floor under the sink, and installing insulated pipe protection under the sink. (M#141) [FHAG, Req. #7, FHDM p. 7.3]

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

III. DKCD, Inc. and Renaissance/St. Andrews, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to 2 Bedroom - Deluxe 1100 sf unit types that are of the same type as the unit surveyed at 3322 Renwood Boulevard, #201:

A. Retrofit the Sliding Patio Door to the Patio by installing a patio door that has a 32" nominal clear opening width. (M#105) [FHAG, Req. #3, guide (2), FHDM pp. 3.3 - 3.7]

B. Retrofit patio door threshold by providing 1:2 beveled reducer at abrupt level changes greater than 3/8" at interior side of threshold at patio door. (M#119) [FHAG Req. #4, FHDM pp. 4.12, 4.14]

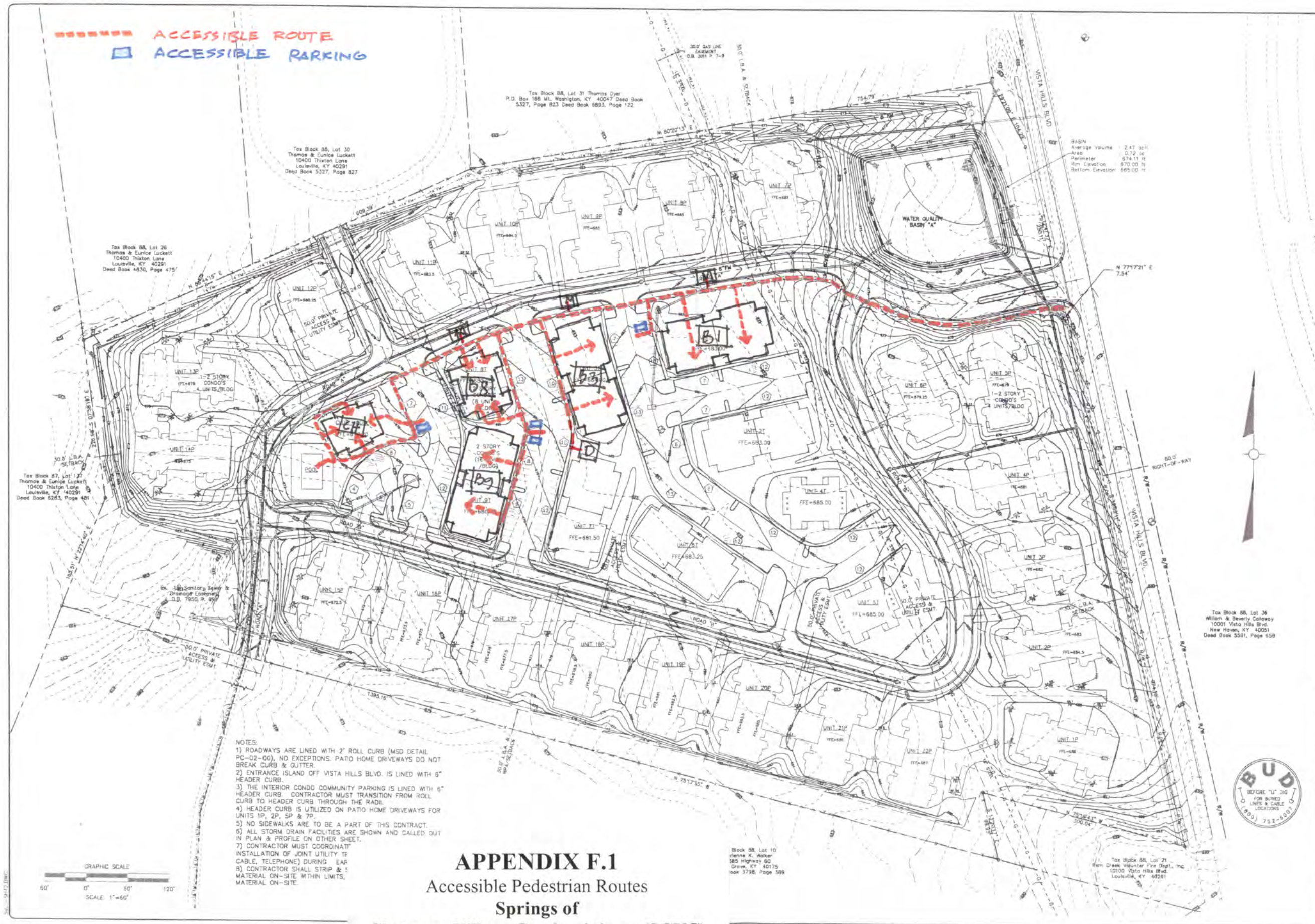
C. Retrofit by either installing off-set bowl that provides 30" X 48" centered parallel clear floor space at the lavatory in Hall Bathroom or by installing removable base cabinet under lavatory in Hall Bathroom, finishing the floor under the lavatory, and installing insulated pipe protection under the lavatory. (M#149) [FHAG, Req. #7, guide (2)(a)(ii), Fig. 7(c) FHDM pp. 7.36 - 7.38, 7.47]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, and Location of Temperature Gauges or Controls.

APPENDIX F.1

PEDESTRIAN ROUTES AT SPRINGS OF GLENMARY VILLAGE CONDOMINIUMS

(Accessible Route Plan on following page)



APPENDIX F.1

Accessible Pedestrian Routes

Springs of

Glenmary Village Condominiums (SGVC)

ENGINEER:
Heritage Engineering, LLC.
5111 Commerce Crossing Dr.
Louisville, KY 40229
(502) 753-2337
(502) 753-2338 fax
4801 Paoli Pike
HPC Suite 200
Floyds Knobs, IN 47119
(812) 923-8250
(812) 923-8213 fax

OWNER/DEVELOPER:
Renaissance Development
Developing Quality Communities
11620 COMMONWEALTH DR.
LOUISVILLE, KY 40299

PHASE I-CONSTRUCTION PLANS
RENAISSANCE LS
9900 VISTA HILLS BLVD.: 40291
OVERALL GRADING PLAN

JOB NO:	03006
HORIZ. SCALE:	1"=60'
VERTICAL SCALE:	N/A
DESIGNED BY:	CDB
DETAILED BY:	CDB
CHECKED BY:	MJJ
DATE:	SEPT 29, 2003

REVISION

SEAL

SHEET 2 of 7

APPENDIX F.2

PUBLIC AND COMMON USE RETROFITS AT SPRINGS OF GLENMARY VILLAGE CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc. and Renaissance/LS, LLC will retrofit the public and common use areas at Springs of Glenmary Village Condominiums in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc. and Renaissance/LS, LLC will retrofit the maneuvering surface landing at the exterior side of the primary entry doors at the units listed below to slope away from the door at a maximum of 2.0% in compliance with ANSI 1986, Section 4.13.6: [FHAG Req. ## 1, 2, 4, FHDM p. 4.11] (M#56):

9900 Lindsey Springs Way (Building 8), Units 101 and 102
9901 Club Springs Way (Building 8), Units 101 and 102
9903 Club Springs Way (Building 9), Units 101, 102, 103 and 104
9905 Club Springs Way (Building 9), Units 101, 102, 103 and 104

III. DKCD, Inc. and Renaissance/LS, LLC will retrofit the thresholds at the exterior side of primary entrance door at the units listed below with an ANSI 1986-compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2 (M#57):

9901 Whitney Springs Way (Building 1), Units 101, 102, 103 and 104
9903 Whitney Springs Way (Building 1), Units 101, 102, 103 and 104

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

9903 Lindsey Springs Way (Building 3), Unit 102
9900 Lindsey Springs Way (Building 8), Units 101 and 102
9901 Club Springs Way (Building 8), Units 101 and 102
9903 Club Springs Way (Building 9), Units 101, 102, 103 and 104
9905 Club Springs Way (Building 9), Units 101, 102, 103 and 104

IV. DKCD, Inc. and Renaissance/LS, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with lever hardware in compliance with ANSI 1986, Section 4.13.9 (M#58):

9901 Whitney Springs Way (Building 1), Units 101, 102, 103 and 104
9903 Whitney Springs Way (Building 1), Units 101, 102, 103 and 104
9903 Lindsey Springs Way (Building 3), Units 101, 102, 103 and 104
9900 Lindsey Springs Way (Building 8), Units 101 and 102
9901 Club Springs Way (Building 8), Units 101 and 102
9903 Club Springs Way (Building 9), Units 101, 102, 103 and 104
9905 Club Springs Way (Building 9), Units 101, 102, 103 and 104

V. DKCD, Inc. and Renaissance/LS, LLC will retrofit the passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2 (M#59):

9901 Whitney Springs Way (Building 1)
9903 Whitney Springs Way (Building 1)
9903 Lindsey Springs Way (Building 3)
9900 Lindsey Springs Way (Building 8)
9901 Club Springs Way (Building 8)
9903 Club Springs Way (Building 9)
9905 Club Springs Way (Building 9)

VI. DKCD, Inc. and Renaissance/LS, LLC will make the following retrofits to the mailboxes:

A. Retrofit the mailboxes so that they face the pedestrian walkway and not the vehicular route in compliance with ANSI 1986, Section 4.3.

B. DKCD, Inc. and Renaissance/LS, LLC will seek immediately approval from the U.S. Postal Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc. and Renaissance/LS, LLC. During this process and if approval to reassign the mailboxes is not obtained, see

Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units (M#75).

VII. DKCD, Inc. and Renaissance/LS, LLC will make the following retrofits to the Clubhouse:

A. Retrofit so that the access aisle servicing the two designated accessible parking spaces east of the Clubhouse has a cross slope that is compliant with ANSI 1986, Sections 4.6.2, 4.3.7. (M#4)

B. Retrofit so that disabled visitors that use the designated accessible parking spaces east of the Clubhouse can access the curb ramp servicing these parking spaces without being required to proceed into the traffic lane of the street (Club Springs Way) behind the designated accessible parking spaces in compliance with ANSI 1986, Sections 3.5, 4.6. (M#5)

C. Retrofit walkway in front of designated accessible parking spaces used to approach the southern entrance of the Clubhouse from Clyde Moore Blvd by installing wheel stops so that legally parked vehicles cannot block the required 36" accessible route when they project into the route in compliance with ANSI 1986, Section 4.3.3. (M#10)

D. Retrofit Clubhouse Kitchen so that the there is sufficient knee space for a forward approach to the Kitchen sink by a wheelchair user and so that the counter at the sink is mounted no higher than 34" in compliance with ANSI 1986, Sections 4.19.2.2, 4.19.3. (M#13)

E. Retrofit the width of the pull side maneuvering space of the Men’s restroom doors off the north entrance (Clyde Moore Blvd side) lobby to the Clubhouse so that there is a minimum of 54" of space with a door closer in compliance with ANSI 1986, Section 4.13.6. (M#15)

F. Retrofit the width of the pull side maneuvering space of the Women’s restroom doors off the north entrance (Clyde Moore Blvd side) lobby to the Clubhouse so that there is a minimum of 54" of space with a door closer in compliance with ANSI 1986, Section 4.13.6. (M#15)

G. Retrofit the designated accessible toilet stall in the Men’s restroom so that the toilet is mounted 18" from the adjacent partition in compliance with ANSI 1986, Section 4.1.7.2. (M#16)

H. Retrofit the designated accessible toilet stall in the Women’s restroom so that the toilet is mounted 18" from the adjacent partition in compliance with ANSI 1986, Section 4.1.7.2. (M#16)

I. Retrofit the designated accessible toilet stall in the Men's restroom so that the stall door is positioned no more than 4" from the wide-side partition as required by ANSI 1986, Section 4.17.3 (*see* Fig. 30(a)). (M#17)

J. Retrofit the pull side maneuvering space of the Men's restroom doors off the north entrance lobby to the Clubhouse so that there is a minimum of 54" of space with a door closer in compliance with ANSI 1986, Section 4.13.6. (M#19)

K. Retrofit the pull side maneuvering space of the Women's restroom doors off the north entrance lobby to the Clubhouse so that there is a minimum of 54" of space with a door closer in compliance with ANSI 1986, Section 4.13.6. (M#19)

APPENDIX F.3

INTERIOR RETROFITS AT SPRINGS OF GLENMARY VILLAGE CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc. and Renaissance/LS, LLC will, at the request of the condominium unit owners or residents, retrofit the interiors of the units, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. There is one unit type: a 2 Bedroom/2 Bath unit type surveyed at 9901 Whitney Springs Way, Unit 101. The retrofits for this unit type are listed below in Section II.

9901 Whitney Springs Way (Building 1), Units 101, 102, 103 and 104
9903 Whitney Springs Way (Building 1), Units 101, 102, 103 and 104
9901 Lindsey Springs Way (Building 3), Units 101, 103, 103 and 104
9903 Lindsey Springs Way (Building 3), Units 101, 102, 103 and 104
9900 Lindsey Springs Way (Building 8), Units 101 and 102
9901 Club Springs Way (Building 8), Units 101 and 102
9903 Club Springs Way (Building 9), Units 101, 102, 103 and 104
9905 Club Springs Way (Building 9), Units 101, 102, 103 and 104

II. DKCD, Inc. and Renaissance/LS, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to the 2 Bedroom/2 Bathroom unit type:

A. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Location of Temperature Gauges or Controls, Location of Wall Outlets and Toilet in Master Bath.

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

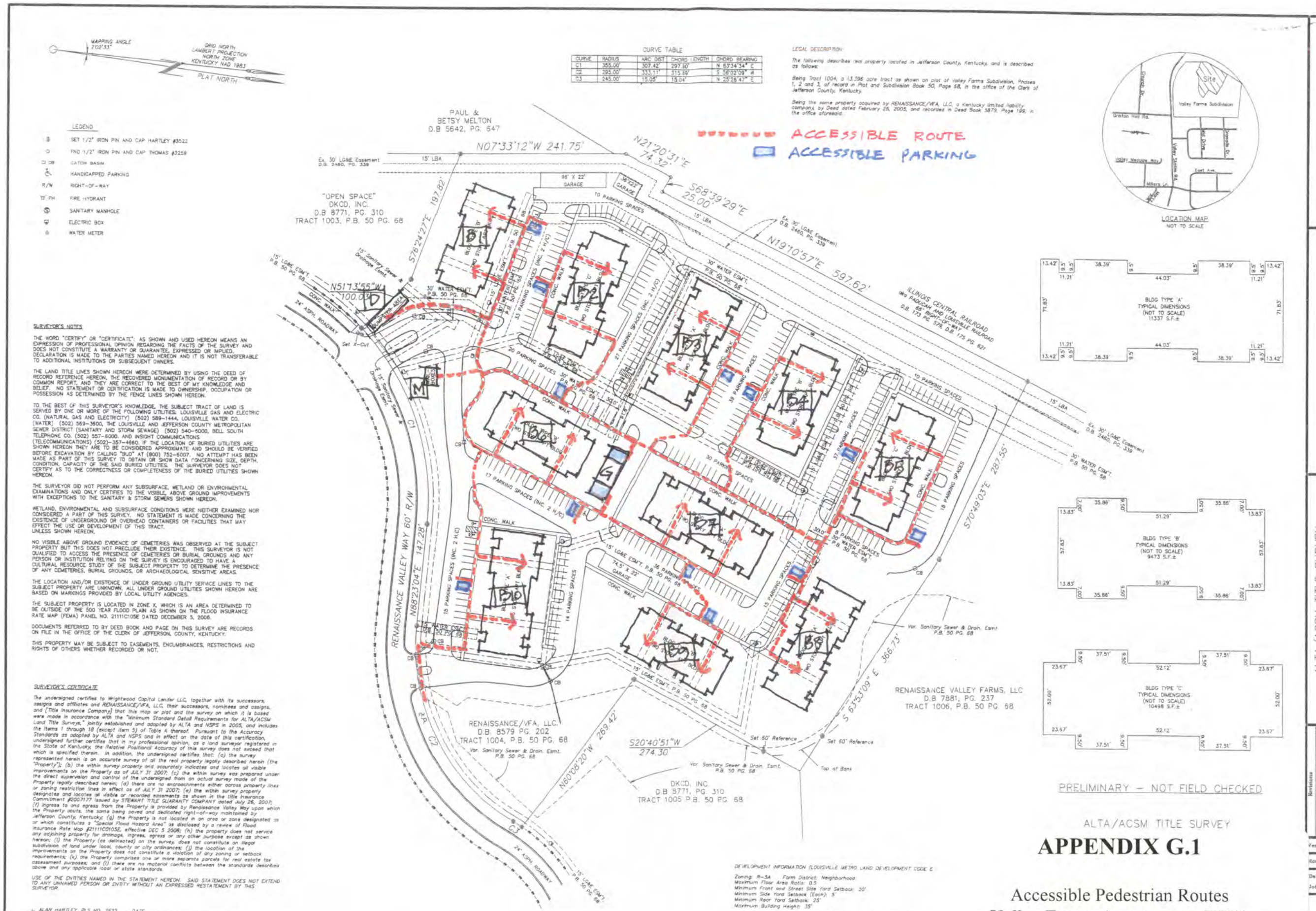
[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

APPENDIX G.1

PEDESTRIAN ROUTES AT VALLEY FARMS APARTMENTS

(Accessible Route Plan on following page)



CURVE TABLE

CURVE	RADIUS	ARC DIST	CHORD LENGTH	CHORD BEARING
C1	355.00'	307.42'	297.90'	N 63°34'34" E
C2	295.00'	333.11'	315.89'	S 56°02'09" W
C3	245.00'	15.05'	15.04'	N 25°26'47" E

LEGAL DESCRIPTION

The following describes real property located in Jefferson County, Kentucky, and is described as follows:

Being Tract 1004, a 13.396 acre tract as shown on plat of Valley Farms Subdivision, Phases 1, 2 and 3, of record in Plat and Subdivision Book 50, Page 68, in the office of the Clerk of Jefferson County, Kentucky.

Being the same property acquired by RENAISSANCE/VFA, LLC, a Kentucky limited liability company, by Deed dated February 25, 2005, and recorded in Deed Book 5879, Page 199, in the office aforesaid.

SURVEYOR'S NOTES

THE WORD "CERTIFY" OR "CERTIFICATE", AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE PARTIES NAMED HEREON AND IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

THE LAND TITLE LINES SHOWN HEREON WERE DETERMINED BY USING THE DEED OF RECORD REFERENCE HEREON, THE RECOVERED MONUMENTATION OF RECORD OR BY COMMON REPORT, AND THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO STATEMENT OR CERTIFICATION IS MADE TO OWNERSHIP, OCCUPATION OR POSSESSION AS DETERMINED BY THE FENCE LINES SHOWN HEREON.

TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE, THE SUBJECT TRACT OF LAND IS SERVED BY ONE OR MORE OF THE FOLLOWING UTILITIES: LOUISVILLE GAS AND ELECTRIC CO. (NATURAL GAS AND ELECTRICITY) (502) 589-1444; LOUISVILLE WATER CO. (WATER) (502) 569-3600, THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (SANITARY AND STORM SEWAGE) (502) 540-6000, BELL SOUTH TELEPHONE CO. (502) 557-6000, AND INSIGHT COMMUNICATIONS (TELECOMMUNICATIONS) (502)-357-4660. IF THE LOCATION OF BURIED UTILITIES ARE SHOWN HEREON THEY ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BEFORE EXCAVATION BY CALLING "BLUE" AT (800) 752-6007. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING SIZE, DEPTH, CONDITION, CAPACITY OF THE SAID BURIED UTILITIES. THE SURVEYOR DOES NOT CERTIFY AS TO THE CORRECTNESS OR COMPLETENESS OF THE BURIED UTILITIES SHOWN HEREON.

THE SURVEYOR DID NOT PERFORM ANY SUBSURFACE, WETLAND OR ENVIRONMENTAL EXAMINATIONS AND ONLY CERTIFIES TO THE VISIBLE, ABOVE GROUND IMPROVEMENTS WITH EXCEPTIONS TO THE SANITARY & STORM SEWERS SHOWN HEREON.

WETLAND, ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NEITHER EXAMINED NOR CONSIDERED A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY EFFECT THE USE OR DEVELOPMENT OF THIS TRACT, UNLESS SHOWN HEREON.

NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES WAS OBSERVED AT THE SUBJECT PROPERTY BUT THIS DOES NOT PRECLUDE THEIR EXISTENCE. THIS SURVEYOR IS NOT QUALIFIED TO ACCESS THE PRESENCE OF CEMETERIES OR BURIAL GROUNDS AND ANY PERSON OR INSTITUTION RELYING ON THE SURVEY IS ENCOURAGED TO HAVE A CULTURAL RESOURCE STUDY OF THE SUBJECT PROPERTY TO DETERMINE THE PRESENCE OF ANY CEMETERIES, BURIAL GROUNDS, OR ARCHAEOLOGICAL SENSITIVE AREAS.

THE LOCATION AND/OR EXISTENCE OF UNDER GROUND UTILITY SERVICE LINES TO THE SUBJECT PROPERTY ARE UNKNOWN. ALL UNDER GROUND UTILITIES SHOWN HEREON ARE BASED ON MARKINGS PROVIDED BY LOCAL UTILITY AGENCIES.

THE SUBJECT PROPERTY IS LOCATED IN ZONE X, WHICH IS AN AREA DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FEMA) PANEL NO. 21111C105E DATED DECEMBER 5, 2006.

DOCUMENTS REFERRED TO BY DEED BOOK AND PAGE ON THIS SURVEY ARE RECORDS ON FILE IN THE OFFICE OF THE CLERK OF JEFFERSON, COUNTY, KENTUCKY.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, ENCUMBRANCES, RESTRICTIONS AND RIGHTS OF OTHERS WHETHER RECORDED OR NOT.

SURVEYOR'S CERTIFICATE

The undersigned certifies to Wrightwood Capital Lender LLC, together with its successors, assigns and affiliates and RENAISSANCE/VFA, LLC, their successors, nominees and assigns, and [Title Insurance Company] that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes the Items 1 through 18 (except Item 5) of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Kentucky, the Relative Positional Accuracy of this survey does not exceed that which is specified therein. In addition, the undersigned certifies that: (a) the survey represented herein is an accurate survey of all the real property legally described herein (the "Property"); (b) the within survey property and accurately indicates and locates all visible improvements on the Property as of JULY 31 2007; (c) the within survey was prepared under the direct supervision and control of the undersigned from an actual survey made of the Property legally described herein; (d) there are no encroachments either across property lines or zoning restriction lines in effect as of JULY 31 2007; (e) the within survey property designates and locates all visible or recorded easements as shown in the title insurance Commitment #20071177 issued by STEWART TITLE GUARANTY COMPANY dated July 26, 2007; (f) ingress to and egress from the Property is provided by Renaissance Valley Way upon which the Property abuts, the same being paved and dedicated right-of-way maintained by Jefferson County, Kentucky; (g) the Property is not located in an area or zone designated as or which constitutes a "Special Flood Hazard Area" as disclosed by a review of Flood Insurance Rate Map #21111C0105E, effective DEC 5 2006; (h) the property does not service any adjoining property for drainage, ingress, egress or any other purpose except as shown hereon; (i) the Property (as delineated) on the survey, does not constitute an illegal subdivision of land under local, county or city ordinances; (j) the location of the improvements on the Property does not constitute a violation of any zoning or setback requirements; (k) the Property comprises one or more separate parcels for real estate tax assessment purposes; and (l) there are no material conflicts between the standards described above and any applicable local or state standards.

USE OF THE ENTITIES NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RESTATEMENT BY THIS SURVEYOR.

L. ALAN HARTLEY, PLS NO. 3522 DATE
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR

DEVELOPMENT INFORMATION (LOUISVILLE METRO LAND DEVELOPMENT CODE E

Zoning: R-5A Form District: Neighborhood
Maximum Floor Area Ratio: 0.5
Minimum Front and Street Side Yard Setback: 20'
Minimum Side Yard Setback (Each): 5'
Minimum Rear Yard Setback: 25'
Maximum Building Height: 35'

NOTE: Postal addresses on this site include Laurent Way and Valkyrie Way.

PRELIMINARY – NOT FIELD CHECKED

ALTA/ACSM TITLE SURVEY

APPENDIX G.1

Accessible Pedestrian Routes
Valley Farms Apartments (VFA)

HARTLEY LAND SURVEYING, INC.
3512 BURKLAND BLVD. SHEPHERDSVILLE, KY 40165
PHONE 502.957.7748 - FAX 502.957.0211
MOBILE 502.376.0118

ALTA/ACSM TITLE SURVEY
VALLEY FARMS APARTMENTS
D.B. 8579 PG. 202; TAX BLOCK 3714 LOT 1004
TRACT 1004, PLAT BOOK 50 PAGE 68; 13.40 AC.±
FOR RENAISSANCE/VFA, LLC.
11620 COMMONWEALTH DRIVE, LOUISVILLE, KY 40299

Revisions
7/30/07 PRELIMINARY

Vertical Scale: N/A
Horizontal Scale: 1"= 60'
Date: 7/31/07
Job Number: N/A
Sheet
1
84.049
of 1

APPENDIX G.2

PUBLIC AND COMMON USE RETROFITS AT VALLEY FARMS APARTMENTS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will retrofit the public and common use areas at Valley Farms Apartments in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with lever hardware in compliance with ANSI 1986, Section 4.13.9 (M#86):

5300 Valkyrie Way (Building 1), Apts. ## 101, 102, 103 and 104
5302 Valkyrie Way (Building 1), Apts. ## 101, 102, 103 and 104
5304 Valkyrie Way (Building 2), Apts. ## 101, 102, 103 and 104
5306 Valkyrie Way (Building 2), Apts. ## 101, 102, 103 and 104
5308 Valkyrie Way (Building 3), Apts. ## 101, 102, 103 and 104
5310 Valkyrie Way (Building 3), Apts. ## 101, 102, 103 and 104
5312 Valkyrie Way (Building 4), Apts. ## 101, 102, 103 and 104
5314 Valkyrie Way (Building 4), Apts. ## 101, 102, 103 and 104
5316 Valkyrie Way (Building 5), Apts. ## 101, 102, 103 and 104
5318 Valkyrie Way (Building 5), Apts. ## 101, 102, 103 and 104
10101 Laurent Way (Building 6), Apts. ## 101, 102, 103 and 104
10103 Laurent Way (Building 6), Apts. ## 101, 102 ,103 and 104

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

5311 Valkyrie Way (Building 7), Apts. ## 101, 102, 103 and 104
5313 Valkyrie Way (Building 7), Apts. ## 101, 102, 103 and 104
5303 Valkyrie Way (Building 8), Apts. ## 101, 102, 103 and 104
5305 Valkyrie Way (Building 8), Apts. ## 101, 102, 103 and 104
10105 Laurent Way (Building 9), Apts. ## 101, 102, 103 and 104
10107 Laurent Way (Building 9), Apts. ## 101, 102, 103 and 104
10109 Laurent Way (Building 10), Apts. ## 101, 102, 103 and 104
10111 Laurent Way (Building 10), Apts. ## 101, 102, 103 and 104

III. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will retrofit the passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2 (M#87):

5300 Valkyrie Way (Building 1)
5302 Valkyrie Way (Building 1)
5304 Valkyrie Way (Building 2)
5306 Valkyrie Way (Building 2)
5308 Valkyrie Way (Building 3)
5310 Valkyrie Way (Building 3)
5312 Valkyrie Way (Building 4)
5314 Valkyrie Way (Building 4)
5316 Valkyrie Way (Building 5)
5318 Valkyrie Way (Building 5)
10101 Laurent Way (Building 6)
10103 Laurent Way (Building 6)
5311 Valkyrie Way (Building 7)
5313 Valkyrie Way (Building 7)
5303 Valkyrie Way (Building 8)
5305 Valkyrie Way (Building 8)
10105 Laurent Way (Building 9)
10107 Laurent Way (Building 9)
10109 Laurent Way (Building 10)
10111 Laurent Way (Building 10)

IV. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will retrofit the passageways and circulation spaces in the breezeways on the ground level so that the wall mounted porch lights protrude no more than 4" into the circulation route with the bottom of the porch light 80" or higher in compliance with ANSI 1986, Section 4.4 (M#89):

5300 Valkyrie Way (Building 1)
5302 Valkyrie Way (Building 1)

5304 Valkyrie Way (Building 2)
5306 Valkyrie Way (Building 2)
5308 Valkyrie Way (Building 3)
5310 Valkyrie Way (Building 3)
5312 Valkyrie Way (Building 4)
5314 Valkyrie Way (Building 4)
5316 Valkyrie Way (Building 5)
5318 Valkyrie Way (Building 5)
10101 Laurent Way (Building 6)
10103 Laurent Way (Building 6)
5311 Valkyrie Way (Building 7)
5313 Valkyrie Way (Building 7)
5303 Valkyrie Way (Building 8)
5305 Valkyrie Way (Building 8)
10105 Laurent Way (Building 9)
10107 Laurent Way (Building 9)
10109 Laurent Way (Building 10)
10111 Laurent Way (Building 10)

V. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will seek immediately approval from the U.S. Postal Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC. During this process and if approval to reassign the mailboxes is not obtained, see Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units (M#101).

VI. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will provide two accessible garages on Accessible Pedestrian Routes to all covered dwelling units per Accessible Route plans in Appendix G.1. (M#104) [ANSI 1986, Section 4.6; FHAG, Reqs. ##1 and 2; FHDM 2.23; HUD Suppl. Q&A #14]

APPENDIX G.3

INTERIOR RETROFITS AT VALLEY FARMS APARTMENTS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will retrofit the interiors of the units, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. These units are comprised of five (5) types: (1) Apartment #101 at 5302 Valkyrie Way, a 1 Bedroom, 1 Bathroom unit; (2) Apartment #102 at 5302 Valkyrie Way, a 2 Bedroom, 2 Bathroom unit; (3) Apartment #101 at 5305 Valkyrie Way, a 1 Bedroom, 1 Bathroom unit; (4) Apartment #102 at 5305 Valkyrie Way, a 2 Bedroom, 2 Bathroom unit; and (5) Apartment #104 at 10109 Laurent Way, a 3 Bedroom, 2 Bathroom unit. The retrofits for each unit type are listed in Sections II through VI:

5300 Valkyrie Way (Building 1), Apts. ## 101, 102, 103 and 104
5302 Valkyrie Way (Building 1), Apts. ## 101, 102, 103 and 104
5304 Valkyrie Way (Building 2), Apts. ## 101, 102, 103 and 104
5306 Valkyrie Way (Building 2), Apts. ## 101, 102, 103 and 104
5308 Valkyrie Way (Building 3), Apts. ## 101, 102, 103 and 104
5310 Valkyrie Way (Building 3), Apts. ## 101, 102, 103 and 104
5312 Valkyrie Way (Building 4), Apts. ## 101, 102, 103 and 104
5314 Valkyrie Way (Building 4), Apts. ## 101, 102, 103 and 104
5316 Valkyrie Way (Building 5), Apts. ## 101, 102, 103 and 104
5318 Valkyrie Way (Building 5), Apts. ## 101, 102, 103 and 104
10101 Laurent Way (Building 6), Apts. ## 101, 102, 103 and 104
10103 Laurent Way (Building 6), Apts. ## 101, 102 ,103 and 104
5311 Valkyrie Way (Building 7), Apts. ## 101, 102, 103 and 104
5313 Valkyrie Way (Building 7), Apts. ## 101, 102, 103 and 104
5303 Valkyrie Way (Building 8), Apts. ## 101, 102, 103 and 104
5305 Valkyrie Way (Building 8), Apts. ## 101, 102, 103 and 104
10105 Laurent Way (Building 9), Apts. ## 101, 102, 103 and 104
10107 Laurent Way (Building 9), Apts. ## 101, 102, 103 and 104
10109 Laurent Way (Building 10), Apts. ## 101, 102, 103 and 104
10111 Laurent Way (Building 10), Apts. ## 101, 102, 103 and 104

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

II. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will make the following retrofits to the 1 Bedroom, 1 Bathroom unit types that are of the same type as the unit surveyed at Apartment #101 at 5302 Valkyrie Way:

A. Retrofit Hall Bath by reversing the swing of the door to swing out of the bathroom into the hallway and make any other modifications necessary to ensure that there is 30" x 48" clear floor space in the bathroom beyond the swing of the door. (M#153) [FHAG, Req. #7, FHDM 7.36 - 7.38]

B. Retrofit Hall Bath so that there is 30" x 48" clear floor space centered on the lavatory by installing removable base cabinets with a finished floor under the lavatory and insulated pipes. (M#160) [FHAG, Req. #7, FHDM 7.36 0 7.38]

C. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds.

III. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will make the following retrofits to the 2 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at Apartment #102 at 5302 Valkyrie Way:

A. Install lower rod in Entry Hall Closet to confirm it is not a walk-in closet. (M#114) [FHAG, Req. #3, FHDM 3.5].

B. Retrofit by cutting off corner of counter top at the right side of the kitchen sink and installing a removable base cabinet under the sink with a finished floor under the sink and insulated pipes. (M#144) [FHAG, Req. #7; FHDM 7.3]

C. Retrofit Hall Bath by reversing the swing of the door to swing out of the bathroom into the hallway and make any other modifications necessary to ensure that there is 30" x 48" clear floor space in the bathroom beyond the swing of the door. (M#154) [FHAG, Req. #7, FHDM 7.36 - 7.38]

D. Retrofit Master Bath by reversing the swing of the door to swing out of the bathroom into the hallway and make any other modifications necessary to ensure that there is 30" x 48" clear floor space in the bathroom beyond the swing of the door. (M#154) [FHAG, Req. #7, FHDM 7.36 - 7.38]

E. Retrofit Hall Bath so that there is 30" x 48" clear floor space centered on the lavatory by installing removable base cabinets with a finished floor under the lavatory and insulated pipes. (M#159) [FHAG, Req. #7, FHDM 7.36 - 7.38]

F. Retrofit Master Bath so that there is 30" x 48" clear floor space centered on the lavatory by installing removable base cabinets with a finished floor under the lavatory and insulated pipes. (M#160) [FHAG, Req. #7, FHDM 7.36 0 7.38]

G. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, and Location of Wall Outlets.

IV. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will make the following retrofits to the 1 Bedroom, 1 Bathroom unit types that are of the same type as the unit surveyed at Apartment #101 at 5305 Valkyrie Way:

A. Install lower rod in Entry Hall Closet to confirm it is not a walk-in closet. (M#115) [FHAG, Req. #3, FHDM 3.5].

B. Retrofit by cutting off the corner of the counter top at the right side of the kitchen sink and installing a removable base cabinet under the sink with a finished floor under the sink and insulated pipes. (M#145) [FHAG, Req. #7; FHDM 7.3]

C. Retrofit Hall Bath by reversing the swing of the door to swing out of the bathroom into the hallway and make any other modifications necessary to ensure that there is 30" x 48" clear floor space in the bathroom beyond the swing of the door. (M#155) [FHAG, Req. #7, FHDM 7.36 - 7.38]

D. Retrofit Hall Bath so that there is 30" x 48" clear floor space centered on the lavatory by installing removable base cabinets with a finished floor under the lavatory and insulated pipes. (M#161) [FHAG, Req. #7, FHDM 7.36 0 7.38]

E. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, and Location of Wall Outlets.

V. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will make the following retrofits to the 2 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at Apartment #102 at 5305 Valkyrie Way:

A. Retrofit by cutting off the corner of the counter top at the right side of the kitchen sink and installing a removable base cabinet under the sink with a finished floor under the sink and insulated pipes. (M#146) [FHAG, Req. #7; FHDM 7.3]

B. Retrofit Hall Bath by reversing the swing of the door to swing out of the bathroom into the hallway and make any other modifications necessary to ensure that there is 30" x 48" clear floor space in the bathroom beyond the swing of the door. (M#156) [FHAG, Req. #7, FHDM 7.36 - 7.38]

C. Retrofit Master Bath by reversing the swing of the door to swing out of the bathroom into the hallway and make any other modifications necessary to ensure that there is 30" x 48" clear floor space in the bathroom beyond the swing of the door. (M#156) [FHAG, Req. #7, FHDM 7.36 - 7.38]

D. Retrofit Hall Bathroom so that there is 30" x 48" clear floor space centered on the lavatory by installing removable base cabinets with a finished floor under the lavatory and insulated pipes. (M#162) [FHAG, Req. #7, FHDM 7.36 0 7.38]

E. Retrofit Master Bathroom so that there is 30" x 48" clear floor space centered on the lavatory by installing removable base cabinets with a finished floor under the lavatory and insulated pipes. (M#162) [FHAG, Req. #7, FHDM 7.36 0 7.38]

F. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, and Location of Wall Outlets.

VI. DKCD, Inc., Renaissance Homes, LLC, Renaissance/VFA, LLC, and Renaissance/Valley Farms, LLC will make the following retrofits to the 3 Bedroom, 2 Bathroom unit types that are of the same type as the unit surveyed at Apartment #104 at 10109 Laurent Way:

A. Install lower rod in Entry Hall Closet to confirm it is not a walk-in closet. (M#116) [FHAG, Req. #3, FHDM 3.5]

B. Retrofit the Door to the Master Bathroom by widening the Doors so that it has a 32" nominal clear opening width. (M#116) [FHAG, Req. #3, guide (2), FHDM 3.3, 3.4]

C. Retrofit the Master Bathroom by reducing the side of the vanity to all a 30" by 48" clear floor space starting at the control end of the bathtub so that the Master Bathroom is a Specification B bathroom. (M##157 & 163) [FHAG, Req. #3, guide (2), FHDM 3.3, 3.4]

D. Retrofit the Door to the Master Bedroom with a swing-clear hinge so that it has a 32" nominal clear opening width. (M#116) [FHAG, Req. #3, guide (2), FHDM 3.3, 3.4]

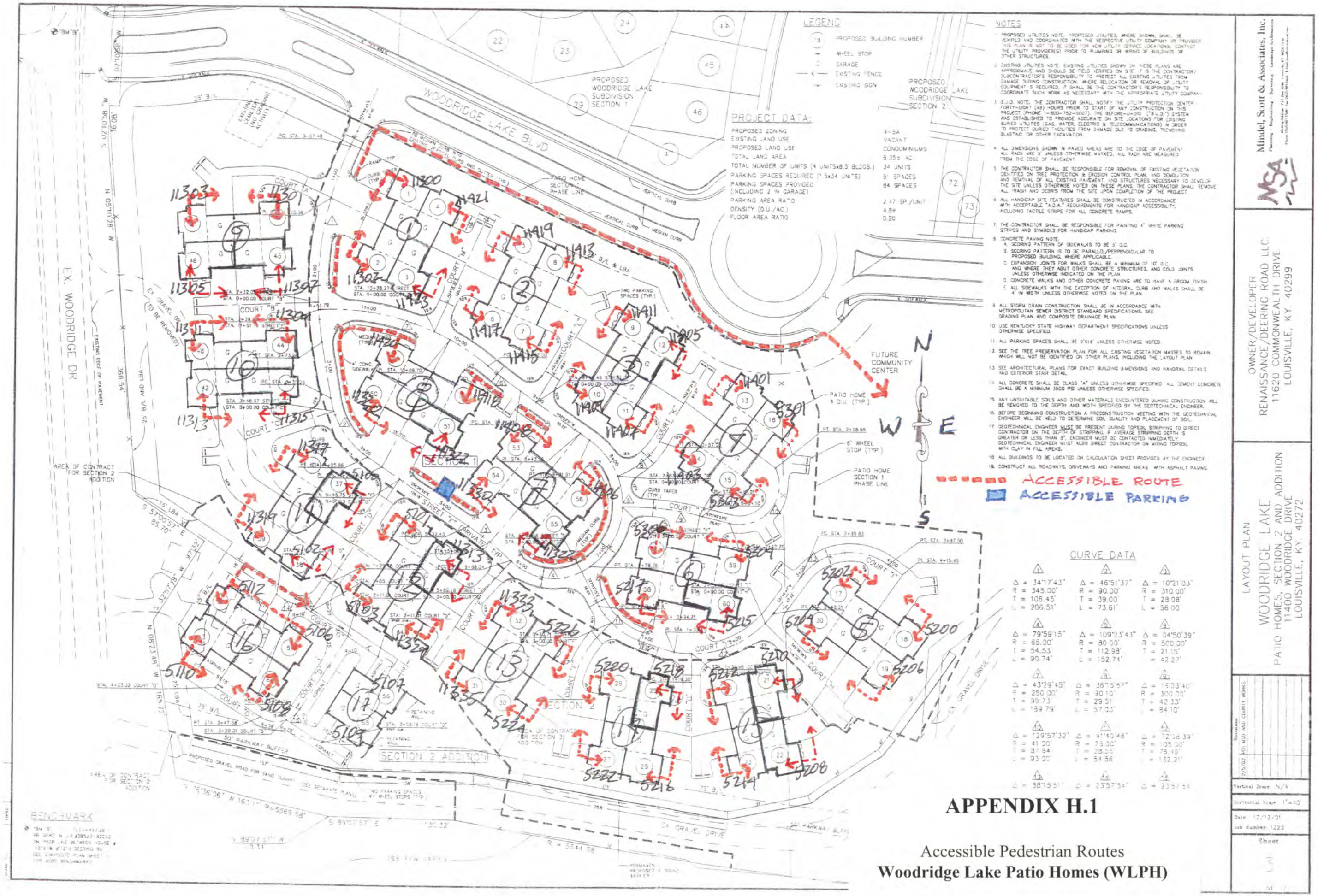
E. Retrofit by cutting off the corner of the counter top at the right side of the kitchen sink and installing a removable base cabinet under the sink with a finished floor under the sink and insulated pipes. (M#147) [FHAG, Req. #7; FHDM 7.3]

F. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds and Location of Wall Outlets.

APPENDIX H.1(a)

PEDESTRIAN ROUTES FOR WOODRIDGE LAKE PATIO HOMES

(Accessible Route Plan on following page)



APPENDIX H.1

Accessible Pedestrian Routes
Woodridge Lake Patio Homes (WLPH)

APPENDIX H.1(a)-Supplement

SUPPLEMENT TO ACCESSIBLE PEDESTRIAN ROUTE RETROFIT AT WOODRIDGE LAKE PATIO HOMES

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the Accessible Pedestrian Routes at Woodridge Lake Patio Homes in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will begin and finish the retrofits required to make the L-shaped approach walks from the unit entrance connecting to the unit driveway on the Accessible Pedestrian Routes identified below compliant with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards according to the Route Inspection Protocol.

11300 Ridge Lake Drive (Building 1)
11302 Ridge Lake Drive (Building 1)
11421 Ridge Lake Drive (Building 1)
11423 Ridge Lake Drive (Building 1)
11417 Ridge Lake Drive (Building 2)
11419 Ridge Lake Drive (Building 2)
11411 Ridge Lake Drive (Building 3)
11401 Ridge Lake Drive (Building 4)

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

5301 Ridge Lake Court (Building 4)
5200 Sandwood Lane (Building 5)
5202 Sandwood Lane (Building 5)
5206 Sandwood Lane (Building 5)
5304 Ridge Lake Court (Building 6)
5306 Ridge Lake Court (Building 6)
11408 Ridge Lake Drive (Building 7)
11420 Ridge Lake Drive (Building 8)
11301 Ridge Lake Drive (Building 9)
11303 Ridge Lake Drive (Building 9)
11311 Ridge Lake Drive (Building 10)
11313 Ridge Lake Drive (Building 10)
11317 Ridge Lake Drive (Building 11)
11319 Ridge Lake Drive (Building 11)
5100 April Lake Court (Building 11)
5102 April Lake Court (Building 11)
5101 April Lake Court (Building 12)
5103 April Lake Court (Building 12)
11329 Ridge Lake Drive (Building 12)
11333 Ridge Lake Drive (Building 13)
11335 Ridge Lake Drive (Building 13)
5224 Sandwood Lane (Building 13)
5226 Sandwood Lane (Building 13)
5216 Sandwood Lane (Building 14)
5220 Sandwood Lane (Building 14)
5222 Sandwood Lane (Building 14)
5208 Sandwood Lane (Building 15)
5210 Sandwood Lane (Building 15)
5212 Sandwood Lane (Building 15)
5214 Sandwood Lane (Building 15)

Building 16:
5106 April Lake Court (Building 16)
5108 April Lake Court (Building 16)
5110 April Lake Court (Building 16)
5112 April Lake Court (Building 16)

APPENDIX H.1(b)

ACCESSIBLE PEDESTRIAN ROUTE RETROFIT AT WOODRIDGE LAKE PATIO HOMES

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of the patio home owners or residents, retrofit the Accessible Pedestrian Routes at Woodridge Lake Patio Homes as provided in this Appendix in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of patio home owners or residents, begin and finish the retrofits required to make the L-shaped approach walks from the unit entrance connecting to the unit driveway on the Accessible Pedestrian Routes identified below compliant with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, and ADA Standards according to the Route Inspection Protocol.

11413 Ridge Lake Drive (Building 2)
11415 Ridge Lake Drive (Building 2)
11405 Ridge Lake Drive (Building 3)
11407 Ridge Lake Drive (Building 3)
11409 Ridge Lake Drive (Building 3)
11403 Ridge Lake Drive (Building 4)
5303 Ridge Lake Court (Building 4)

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

5204 Sandwood Lane (Building 5)
5215 Sandwood Lane (Building 6)
5217 Sandwood Lane (Building 6)
11406 Ridge Lake Drive (Building 7)
11330 Ridge Lake Drive (Building 7)
11332 Ridge Lake Drive (Building 7)
11418 Ridge Lake Drive (Building 8)
11320 Ridge Lake Drive (Building 8)
11322 Ridge Lake Drive (Building 8)
11305 Ridge Lake Drive (Building 9)
11307 Ridge Lake Drive (Building 9)
11309 Ridge Lake Drive (Building 10)
11315 Ridge Lake Drive (Building 10)
11331 Ridge Lake Drive (Building 12)
5218 Sandwood Lane (Building 14)

APPENDIX H.2

PUBLIC AND COMMON USE RETROFITS AT WOODRIDGE LAKE PATIO HOMES

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the public and common use areas at Woodridge Lake Patio Homes as provided in this Appendix in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the maneuvering surface at the exterior side of the primary entry doors at the units listed below to slope at a maximum of 2.0% in each direction in compliance with ANSI 1986, Section 4.13.6 [FHAG Req. ## 1, 2, 4, FHDM p. 4.11] (Matrix (M)#184):

11300 Ridge Lake Drive (Building 1)
11302 Ridge Lake Drive (Building 1)
11421 Ridge Lake Drive (Building 1)
11423 Ridge Lake Drive (Building 1)
11417 Ridge Lake Drive (Building 2)
11419 Ridge Lake Drive (Building 2)
11411 Ridge Lake Drive (Building 3)
11401 Ridge Lake Drive (Building 4)
5301 Ridge Lake Court (Building 4)

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

5200 Sandwood Lane (Building 5)
5202 Sandwood Lane (Building 5)
5206 Sandwood Lane (Building 5)
5304 Ridge Lake Court (Building 6)
5306 Ridge Lake Court (Building 6)
11408 Ridge Lake Drive (Building 7)
11420 Ridge Lake Drive (Building 8)
11301 Ridge Lake Drive (Building 9)
11303 Ridge Lake Drive (Building 9)
11311 Ridge Lake Drive (Building 10)
11313 Ridge Lake Drive (Building 10)
11317 Ridge Lake Drive (Building 11)
11319 Ridge Lake Drive (Building 11)
5100 April Lake Court (Building 11)
5102 April Lake Court (Building 11)
5101 April Lake Court (Building 12)
5103 April Lake Court (Building 12)
11329 Ridge Lake Drive (Building 12)
11333 Ridge Lake Drive (Building 13)
11335 Ridge Lake Drive (Building 13)
5224 Sandwood Lane (Building 13)
5226 Sandwood Lane (Building 13)
5216 Sandwood Lane (Building 14)
5220 Sandwood Lane (Building 14)
5222 Sandwood Lane (Building 14)
5208 Sandwood Lane (Building 15)
5210 Sandwood Lane (Building 15)
5212 Sandwood Lane (Building 15)
5214 Sandwood Lane (Building 15)

Building 16:
5106 April Lake Court (Building 16)
5108 April Lake Court (Building 16)
5110 April Lake Court (Building 16)
5112 April Lake Court (Building 16)

III. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the maneuvering surface at the exterior side of the primary entry doors when the L-shaped approach walk is retrofitted at the units listed below to slope a maximum of 2.0% in each direction in compliance with ANSI 1986 Section 4.13.6 [FHAG Req. ## 1, 2, 4, FHDM p. 4.11] (Matrix (M)#184):

11413 Ridge Lake Drive (Building 2)
11415 Ridge Lake Drive (Building 2)

11405 Ridge Lake Drive (Building 3)
11407 Ridge Lake Drive (Building 3)
11409 Ridge Lake Drive (Building 3)
11403 Ridge Lake Drive (Building 4)
5303 Ridge Lake Court (Building 4)
5204 Sandwood Lane (Building 5)
5215 Sandwood Lane (Building 6)
5217 Sandwood Lane (Building 6)
11406 Ridge Lake Drive (Building 7)
11330 Ridge Lake Drive (Building 7)
11332 Ridge Lake Drive (Building 7)
11418 Ridge Lake Drive (Building 8)
11320 Ridge Lake Drive (Building 8)
11322 Ridge Lake Drive (Building 8)
11305 Ridge Lake Drive (Building 9)
11307 Ridge Lake Drive (Building 9)
11309 Ridge Lake Drive (Building 10)
11315 Ridge Lake Drive (Building 10)
11331 Ridge Lake Drive (Building 12)
5218 Sandwood Lane (Building 14)

IV. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the thresholds at the exterior side of primary entrance door at the units listed below in compliance with ANSI 1986, Section 4.5.2 (M#186):

11300 Ridge Lake Drive (Building 1)
11302 Ridge Lake Drive (Building 1)
11421 Ridge Lake Drive (Building 1)
11423 Ridge Lake Drive (Building 1)
11417 Ridge Lake Drive (Building 2)
11419 Ridge Lake Drive (Building 2)
11411 Ridge Lake Drive (Building 3)
11401 Ridge Lake Drive (Building 4)
5301 Ridge Lake Court (Building 4)
5200 Sandwood Lane (Building 5)
5202 Sandwood Lane (Building 5)
5206 Sandwood Lane (Building 5)
5304 Ridge Lake Court (Building 6)
5306 Ridge Lake Court (Building 6)
11408 Ridge Lake Drive (Building 7)
11420 Ridge Lake Drive (Building 8)
11301 Ridge Lake Drive (Building 9)
11303 Ridge Lake Drive (Building 9)
11311 Ridge Lake Drive (Building 10)

11313 Ridge Lake Drive (Building 10)
11317 Ridge Lake Drive (Building 11)
11319 Ridge Lake Drive (Building 11)
5100 April Lake Court (Building 11)
5102 April Lake Court (Building 11)
5101 April Lake Court (Building 12)
5103 April Lake Court (Building 12)
11329 Ridge Lake Drive (Building 12)
11333 Ridge Lake Drive (Building 13)
11335 Ridge Lake Drive (Building 13)
5224 Sandwood Lane (Building 13)
5226 Sandwood Lane (Building 13)
5216 Sandwood Lane (Building 14)
5220 Sandwood Lane (Building 14)
5222 Sandwood Lane (Building 14)
5208 Sandwood Lane (Building 15)
5210 Sandwood Lane (Building 15)
5212 Sandwood Lane (Building 15)
5214 Sandwood Lane (Building 15)

Building 16:
5106 April Lake Court (Building 16)
5108 April Lake Court (Building 16)
5110 April Lake Court (Building 16)
5112 April Lake Court (Building 16)

V. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the thresholds at the exterior side of primary entrance door when the L-shaped approach walk is retrofitted at the units listed below in compliance with ANSI 1986, Section 4.5.2 (M#186):

11413 Ridge Lake Drive (Building 2)
11415 Ridge Lake Drive (Building 2)
11405 Ridge Lake Drive (Building 3)
11407 Ridge Lake Drive (Building 3)
11409 Ridge Lake Drive (Building 3)
11403 Ridge Lake Drive (Building 4)
5303 Ridge Lake Court (Building 4)
5204 Sandwood Lane (Building 5)
5215 Sandwood Lane (Building 6)
5217 Sandwood Lane (Building 6)
11406 Ridge Lake Drive (Building 7)
11330 Ridge Lake Drive (Building 7)
11332 Ridge Lake Drive (Building 7)

11418 Ridge Lake Drive (Building 8)
11320 Ridge Lake Drive (Building 8)
11322 Ridge Lake Drive (Building 8)
11305 Ridge Lake Drive (Building 9)
11307 Ridge Lake Drive (Building 9)
11309 Ridge Lake Drive (Building 10)
11315 Ridge Lake Drive (Building 10)
11331 Ridge Lake Drive (Building 12)
5218 Sandwood Lane (Building 14)

VI. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with accessible hardware in compliance with ANSI 1986, Section 4.13.9 (M##187, 231):

11300 Ridge Lake Drive (Building 1)
11302 Ridge Lake Drive (Building 1)
11421 Ridge Lake Drive (Building 1)
11423 Ridge Lake Drive (Building 1)
11417 Ridge Lake Drive (Building 2)
11419 Ridge Lake Drive (Building 2)
11411 Ridge Lake Drive (Building 3)
11401 Ridge Lake Drive (Building 4)
5301 Ridge Lake Court (Building 4)
5200 Sandwood Lane (Building 5)
5202 Sandwood Lane (Building 5)
5206 Sandwood Lane (Building 5)
5304 Ridge Lake Court (Building 6)
5306 Ridge Lake Court (Building 6)
11408 Ridge Lake Drive (Building 7)
11420 Ridge Lake Drive (Building 8)
11301 Ridge Lake Drive (Building 9)
11303 Ridge Lake Drive (Building 9)
11311 Ridge Lake Drive (Building 10)
11313 Ridge Lake Drive (Building 10)
11317 Ridge Lake Drive (Building 11)
11319 Ridge Lake Drive (Building 11)
5100 April Lake Court (Building 11)
5102 April Lake Court (Building 11)
5101 April Lake Court (Building 12)
5103 April Lake Court (Building 12)
11329 Ridge Lake Drive (Building 12)
11333 Ridge Lake Drive (Building 13)
11335 Ridge Lake Drive (Building 13)
5224 Sandwood Lane (Building 13)

5226 Sandwood Lane (Building 13)
5216 Sandwood Lane (Building 14)
5220 Sandwood Lane (Building 14)
5222 Sandwood Lane (Building 14)
5208 Sandwood Lane (Building 15)
5210 Sandwood Lane (Building 15)
5212 Sandwood Lane (Building 15)
5214 Sandwood Lane (Building 15)

Building 16:
5106 April Lake Court (Building 16)
5108 April Lake Court (Building 16)
5110 April Lake Court (Building 16)
5112 April Lake Court (Building 16)

VII. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will retrofit the door hardware on the exterior side of the primary entry door when the L-shaped approach walk is retrofitted at the units listed below with accessible hardware in compliance with ANSI 1986, Section 4.13.9 (M##187, 230):

11413 Ridge Lake Drive (Building 2)
11415 Ridge Lake Drive (Building 2)
11405 Ridge Lake Drive (Building 3)
11407 Ridge Lake Drive (Building 3)
11409 Ridge Lake Drive (Building 3)
11403 Ridge Lake Drive (Building 4)
5303 Ridge Lake Court (Building 4)
5204 Sandwood Lane (Building 5)
5215 Sandwood Lane (Building 6)
5217 Sandwood Lane (Building 6)
11406 Ridge Lake Drive (Building 7)
11330 Ridge Lake Drive (Building 7)
11332 Ridge Lake Drive (Building 7)
11418 Ridge Lake Drive (Building 8)
11320 Ridge Lake Drive (Building 8)
11322 Ridge Lake Drive (Building 8)
11305 Ridge Lake Drive (Building 9)
11307 Ridge Lake Drive (Building 9)
11309 Ridge Lake Drive (Building 10)
11315 Ridge Lake Drive (Building 10)
11331 Ridge Lake Drive (Building 12)
5218 Sandwood Lane (Building 14)

VIII. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will make the following retrofits to certain mail boxes and areas (M#209):

A. Retrofit the access area in front of the mailbox for 11407 Ridge Lake Drive (Building 3) so that it complies with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines by completing retrofits to the access area according to the Route Inspection Protocol.

B. Retrofit the access area in front of the mailboxes for 5208 Sandwood Lane (Building 15) and 5210 Sandwood Lane (Building 15) so that it complies with the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines by completing retrofits to the access area according to the Route Inspection Protocol.

IX. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will make the following retrofits to the exterior of the Community Building (M#205):

A. Retrofit the non-beveled abrupt level change at the threshold on the exterior side of the door from the Pool deck area to the Women's rest room with a compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with FHAG, Req. #2, ANSI 1986, Sections 4.13.8 & 4.5.2, and FHDM p. 3.4. (M#206)

B. Retrofit the non-beveled abrupt level change at the threshold on the exterior side of the door from the Pool deck area to the Men's rest room with a compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with FHAG, Req. #2, ANSI 1986, Sections 4.13.8 & 4.5.2, and FHDM p. 3.4. (M#208)

C. Retrofit the non-beveled abrupt level changes at the threshold on the exterior side of the door from, facing the building, the Pool deck area to the Community room with a compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with FHAG, Req. #2, ANSI 1986, Sections 4.13.8 & 4.5.2, and FHDM p. 3.4. (M#209)

X. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will make the following retrofits to the interior of the Community Building (M#211):

A. Retrofit the non-beveled abrupt level change at the threshold on the interior side of the main front entry door with FHA Guidelines compliant National Guard Transition Strip/Threshold or other FHA Guidelines compliant strip or threshold. (M#212) [FHAG, Req. #2, ANSI 1986 Section 4.13.8, FHDM 3.4]

B. Retrofit the non-beveled abrupt level changes at the threshold on the interior side of the two sets of doors from the Community room to the Pool deck area with FHA Guidelines compliant National Guard Transition Strip/Threshold or other FHA Guidelines compliant strip or threshold. (M#213) [FHAG, Req. #2, ANSI 1986 Section 4.13.8, FHDM 3.4]

C. Retrofit the serving counter sink in the Clubhouse party room so that the depth of knee clearance space provided beneath the counter sink is at least 8" in compliance with FHAG, Req. #2, ANSI 1986 Section 4.19.4, Fig. 31, and FHDM pp. 2.4 & 2.5. (M#214)

XI. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will make the following retrofits in the Community Building Women's Rest Room (M#215):

A. Retrofit the non-beveled abrupt level change at the threshold on the interior side of the door from the Women's rest room to the Pool deck area with FHA Guidelines compliant National Guard Transition Strip/Threshold or other FHA Guidelines compliant strip or threshold. (M#216) [FHAG, Req. #2, ANSI 1986, Section 4.13.8, FHDM 3.4]

B. Retrofit the pull side maneuvering space at the interior side of the Women's rest room door to the Pool deck area to have a minimum of 18" of maneuvering space in compliance with FHAG, Req. #2, ANSI 1986, Section 4.13.6, Fig. 25, and FHDM pp. 2.4 & 2.5. (M#217)

C. Retrofit the designated accessible toilet stall to have the door mounted no further than 4" at the open side of the toilet from the side partition in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.3, Fig. 30(a), FHDM pp. 2.4 & 2.5. (M#218)

D. Retrofit the designated accessible toilet stall to have a clear floor space of no less than 60" toilet stall width in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.3, Fig. 30(a), FHDM pp. 2.4 & 2.5. (M#219)

E. Retrofit the faucet handles on the Women's rest room lavatory with accessible hardware that is easy to grasp and does not require tight grasping, pinching or twisting in compliance with FHAG, Req. #2, ANSI 1986, Section 4.19.5, and FHDM pp. 2.4 & 2.5. (M#220)

XII. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will make the following retrofits in the Community Building Men's Rest Room (M#221):

A. Retrofit the non-beveled abrupt level change at the threshold on the interior side of the door from the Men's rest room to the Pool deck area with an ANSI 1986-compliant National Guard Transition Strip/Threshold or other FHA Guidelines compliant strip or threshold. (M#222) [FHAG, Req. #2, ANSI 1986, Section 4.13.8, FHDM 3.4]

B. Retrofit the pull side maneuvering space at the interior side of the Men's rest room door to the Pool deck area to have a minimum of 18" of maneuvering space in compliance with FHAG, Req. #2, ANSI 1986, Section 4.13.6, Fig. 25, and FHDM pp. 2.4 & 2.5. (M#223)

C. Retrofit the designated accessible toilet stall to have the door mounted no further than 4" at the open side of the toilet from the side partition in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.3, Fig. 30(a), FHDM pp. 2.4 & 2.5. (M#224)

D. Retrofit the designated accessible toilet stall to have a clear floor space of no less than 60" toilet stall width in compliance with FHAG, Req. #2, ANSI 1986, Section 4.17.3, Fig. 30(a), FHDM pp. 2.4 & 2.5. (M#225)

E. Retrofit the faucet handles on the Women's rest room lavatory with accessible hardware that is easy to grasp and does not require tight grasping, pinching or twisting in compliance with FHAG, Req. #2, ANSI 1986, Section 4.19.5, and FHDM pp. 2.4 & 2.5. (M#226)

APPENDIX H.3

INTERIOR RETROFITS AT WOODRIDGE LAKE PATIO HOMES

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of the patio home owners or residents, retrofit the interiors of the units, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. These units are comprised of two (2) types: (1) 11309 Ridge Lake Drive - 3 Bedroom, 2 Bath unit and (2) 11333 Ridge Lake Drive - 2 Bedroom, 2 Bath unit. The retrofits for each unit type are listed in Sections II through VIII:

11300 Ridge Lake Drive (Building 1)
11302 Ridge Lake Drive (Building 1)
11421 Ridge Lake Drive (Building 1)
11423 Ridge Lake Drive (Building 1)
11413 Ridge Lake Drive (Building 2)
11415 Ridge Lake Drive (Building 2)
11417 Ridge Lake Drive (Building 2)
11419 Ridge Lake Drive (Building 2)
11405 Ridge Lake Drive (Building 3)
11407 Ridge Lake Drive (Building 3)
11409 Ridge Lake Drive (Building 3)
11411 Ridge Lake Drive (Building 3)
11401 Ridge Lake Drive (Building 4)
11403 Ridge Lake Drive (Building 4)
5301 Ridge Lake Court (Building 4)
5303 Ridge Lake Court (Building 4)
5200 Sandwood Lane (Building 5)
5202 Sandwood Lane (Building 5)
5204 Sandwood Lane (Building 5)
5206 Sandwood Lane (Building 5)

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

5304 Ridge Lake Court (Building 6)
5306 Ridge Lake Court (Building 6)
5215 Sandwood Lane (Building 6)
5217 Sandwood Lane (Building 6)
11406 Ridge Lake Drive (Building 7)
11408 Ridge Lake Drive (Building 7)
11330 Ridge Lake Drive (Building 7)
11332 Ridge Lake Drive (Building 7)
11418 Ridge Lake Drive (Building 8)
11420 Ridge Lake Drive (Building 8)
11320 Ridge Lake Drive (Building 8)
11322 Ridge Lake Drive (Building 8)
11301 Ridge Lake Drive (Building 9)
11303 Ridge Lake Drive (Building 9)
11305 Ridge Lake Drive (Building 9)
11307 Ridge Lake Drive (Building 9)
11309 Ridge Lake Drive (Building 10)
11311 Ridge Lake Drive (Building 10)
11313 Ridge Lake Drive (Building 10)
11315 Ridge Lake Drive (Building 10)
11317 Ridge Lake Drive (Building 11)
11319 Ridge Lake Drive (Building 11)
5100 April Lake Court (Building 11)
5102 April Lake Court (Building 11)
5101 April Lake Court (Building 12)
5103 April Lake Court (Building 12)
11329 Ridge Lake Drive (Building 12)
11331 Ridge Lake Drive (Building 12)
11333 Ridge Lake Drive (Building 13)
11335 Ridge Lake Drive (Building 13)
5224 Sandwood Lane (Building 13)
5226 Sandwood Lane (Building 13)
5216 Sandwood Lane (Building 14)
5218 Sandwood Lane (Building 14)
5220 Sandwood Lane (Building 14)
5222 Sandwood Lane (Building 14)
5208 Sandwood Lane (Building 15)
5210 Sandwood Lane (Building 15)
5212 Sandwood Lane (Building 15)
5214 Sandwood Lane (Building 15)

Building 16:
5106 April Lake Court (Building 16)
5108 April Lake Court (Building 16)
5110 April Lake Court (Building 16)

5112 April Lake Court (Building 16)

II. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of the patio home owners or residents, make the following retrofits to the 3 Bedroom 2 Bath unit types that are of the same type as the unit surveyed at 11309 Ridge Lake Drive (Building 10):

A. Retrofit the following doors by widening the doors so that they have a 32" nominal clear opening width:
(1) Door from Hall to Bedroom #2.
(2) Door from Master Bedroom to second walk-in Master Closet.
(3) Door from Breakfast Room to Patio.
(Matrix #233) [FHAG, Req. #3, guide (2), ANSI Section 4.13.5, FHDM pp. 3.3, 3.4]

B. Retrofit the following doors with a swing-clear hinge so that they have a 32" nominal clear opening width:
(1) Door from Hall to Hall Bath.
(2) Door from Master Bedroom to first walk-in Master Closet.
(M#233) [FHAG, Req. #3, guide (2), ANSI Section 4.13.5, FHDM pp. 3.3, 3.4]

C. Retrofit the pocket door or opening from the Living Room to the Hall so that it is a cased opening with a 32" nominal clear opening width. (M#235) [FHAG, Req. #3, guide (2), ANSI Section 4.13.5, FHDM pp. 3.3, 3.4]

D. Retrofit by either installing an off-set bowl that provides 30" X 48" centered parallel clear floor space at the lavatory in master bathroom or by installing removable base cabinets under lavatory in master bathroom with a finished floor and insulated pipes. (M#277) FHAG, Req. #7, guide (2)(a)(ii), Fig. 7(c) FHDM, 7.36-7.38, 7.47]

E. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Abrupt Level Change at Threshold from Utility Room to Garage, Location of Temperature Gauges or Controls, Location of Wall Outlets and Location of Wall Outlets above an Obstruction.

III. DKCD, Inc., Renaissance Homes, LLC, Renaissance Realty Investments I, LLC, Woodridge Lake Builders, LLC, and Renaissance/Deering Road, LLC will, at the request of the patio home owners or residents, make the following retrofits to the 2 Bedroom 2 Bath unit types that are of the same type as the unit surveyed at 11333 Ridge Lake Drive (Building 13):

A. Retrofit the following doors by widening the doors so that they have a 32" nominal clear opening width:
(1) Door from Master Bedroom to second walk-in Master Closet.
(2) Door from Breakfast Room to Patio.
(Matrix #234) [FHAG, Req. #3, guide (2), ANSI Section 4.13.5, FHDM pp. 3.3, 3.4]

B. Retrofit the following doors with a swing-clear hinge so that they have a 32" nominal clear opening width:
(1) Door from Hall to Hall Bath.
(2) Door from Hall to Bedroom #2.
(3) Master Bedroom to first walk-in Master Closet.
(M#234) [FHAG, Req. #3, guide (2), ANSI Section 4.13.5, FHDM pp. 3.3, 3.4]

C. Retrofit the pocket door or opening from the Living Room to the Hall so that it is a cased opening with a 32" nominal clear opening width. (M#236) [FHAG, Req. #3, guide (2), ANSI Section 4.13.5, FHDM pp. 3.3, 3.4]

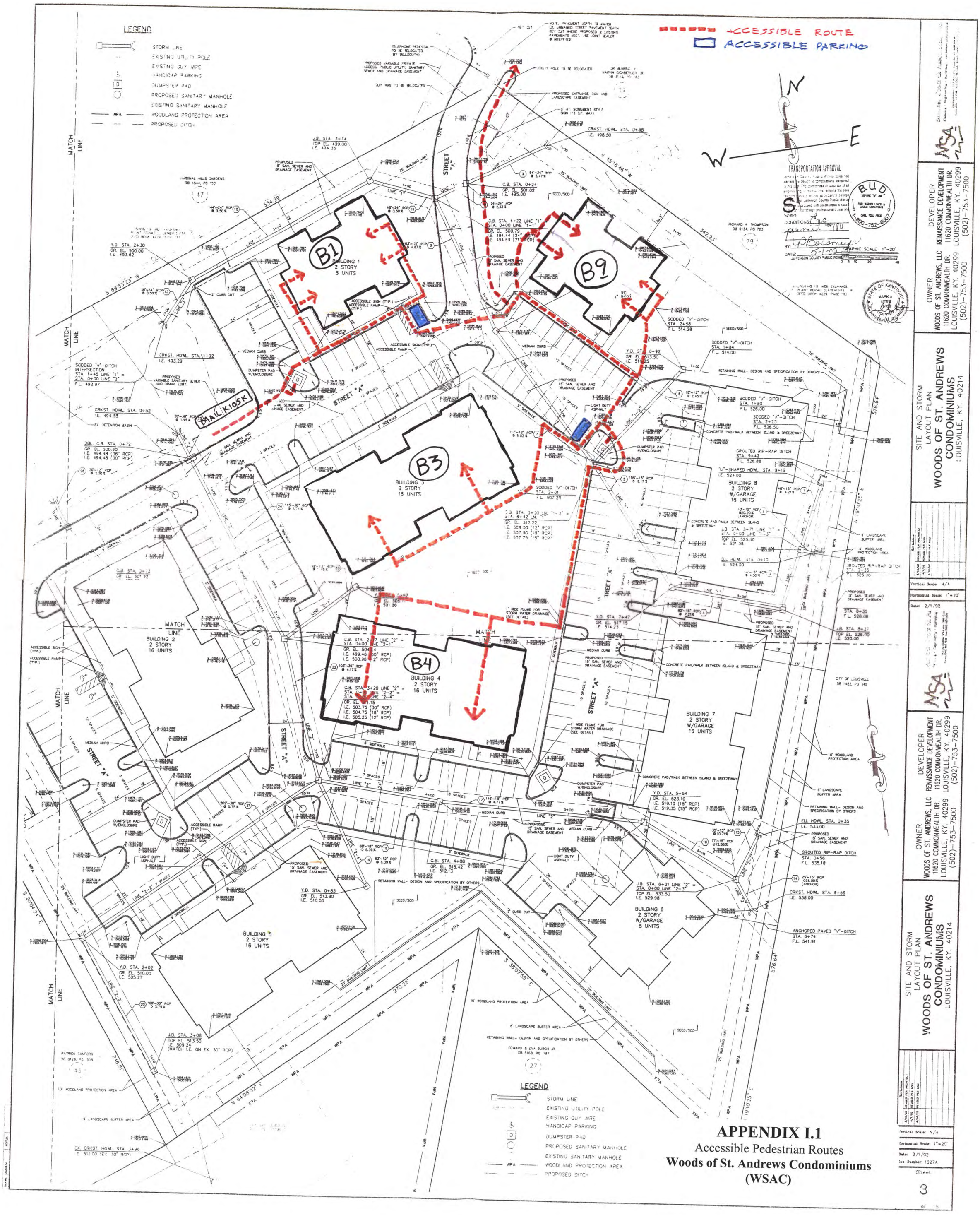
D. Retrofit by either installing an off-set bowl that provides 30" X 48" centered parallel clear floor space at the lavatory in master bathroom or by installing removable base cabinets under lavatory in master bathroom with a finished floor and insulated pipes. (M#277) FHAG, Req. #7, guide (2)(a)(ii), Fig. 7(c) FHDM, 7.36-7.38, 7.47]

E. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Abrupt Level Change at Threshold from Utility Room to Garage, Location of Temperature Gauges or Controls, Location of Wall Outlets and Location of Wall Outlets above an Obstruction.

APPENDIX I.1

PEDESTRIAN ROUTES AT WOODS OF ST. ANDREWS CONDOMINIUMS

(Accessible Route Plan on following page)



APPENDIX I.1

Accessible Pedestrian Routes

Woods of St. Andrews Condominiums (WSAC)

APPENDIX I.2

PUBLIC AND COMMON USE RETROFITS AT WOODS OF ST. ANDREWS CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will retrofit the public and common use areas at Woods of St. Andrews Condominiums in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], ANSI A117.1-1986[4], the Fair Housing Design Manual[5], and, where applicable, the Americans with Disabilities Act[6] and the ADA Standards.[7]

II. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will retrofit the maneuvering surface landing at the exterior side of the primary entry doors at the unit listed below to slope away from the door at a maximum of 2.0% in compliance with ANSI 1986, Section 4.13.6 [FHAG Req. ## 1, 2, 4, FHDM p. 4.11] (M#54):

7315 St. Andrews Woods Circle (Building 3), Units 104, 107 and 108
7300 St. Andrews Woods Circle (Building 9), Unit 103

III. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will retrofit the thresholds at the exterior side of primary entrance door at the units listed below with an ANSI 1986-compliant National Guard Transition Strip/Threshold or similar compliant transition strip or threshold in compliance with ANSI 1986, Section 4.5.2 (M#55):

7315 St. Andrews Woods Circle (Building 3), Unit 101

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] ANSI 1986, ANSI A117.1-1986.

[5] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

[6] ADA, 42 U.S.C. §§ 12181, et seq.

[7] ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. pt. 36, app. A.

7300 St. Andrews Woods Circle (Building 9), Unit 101

IV. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will retrofit the threshold at the exterior side of the primary entrance door at the units listed below by providing a 5' x 5' landing at the entry door that has a level maneuvering surface and by providing a compliant route, including a compliant ramp, if needed, from that landing, outside of the level maneuvering space, to the surface of the breezeway in compliance with ANSI 1986, Section 4.8:

7314 St. Andrews Woods Circle (Building 1), Units 101, 102, 103 and 104
7300 St. Andrews Woods Circle (Building 9), Units 102, 103 and 104

V. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will retrofit the door hardware on the exterior side of the primary entry door at the units listed below with lever hardware in compliance with ANSI 1986, Section 4.13.9 (M#56):

7314 St. Andrews Woods Circle (Building 1), Units 101, 102, 103 and 104
7315 St. Andrews Woods Circle (Building 3), Units 101, 102, 103, 104, 105, 106, 107 and 108
7309 St. Andrews Woods Circle (Building 4), Units 101, 102, 103, 104, 105, 106, 107 and 108
7300 St. Andrews Woods Circle (Building 9), Units 101, 102, 103 and 104

VI. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will retrofit the passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings listed below with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI 1986, Section 4.4.2 (M#208):

7314 St. Andrews Woods Circle (Building 1)
7315 St. Andrews Woods Circle (Building 3)
7309 St. Andrews Woods Circle (Building 4)
7300 St. Andrews Woods Circle (Building 9)

VII. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will make the following retrofits to the mail kiosk:

A. Retrofit the mail kiosk by relocating the mail kiosk north away from the parking lot and by constructing a ANSI 1986-compliant accessible walkway between the kiosk and the parking lot.

B. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will seek immediately approval from the U.S. Postal

Service to reassign mailboxes so that the key slots for all mailboxes serving ground-level units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6. If approval is not granted, the United States will jointly seek approval with DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC. During this process and if approval to reassign the mailboxes is not obtained, see Route and Inspection General Protocol for retrofit to mailboxes serving ground-level units (M#76).

APPENDIX I.3

INTERIOR RETROFITS AT WOODS OF ST. ANDREWS CONDOMINIUMS

I. As set forth in the Consent Order and this Appendix, DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will, at the request of the condominium unit owners or residents, retrofit the interiors of the units, in compliance with the Fair Housing Act[1], the Accessible Design Requirements of the FHA[2], the Fair Housing Accessibility Guidelines[3], the Fair Housing Design Manual[4], and, where specified, with the Interior Retrofit Inspection Protocol, that are the listed below. These units are comprised of two (2) unit types: (1) a 2 Bedroom/2 Bath unit type at Unit 102, 7314 St. Andrews Woods Circle (Building 1); and a 1 Bedroom/1 Bathroom unit type at Unit 101, 7309 St. Andrews Woods Circle (Building 4). The retrofits for each unit type are listed below in Sections II though III.

7314 St. Andrews Woods Circle (Building 1), Units 101, 102, 103 and 104
7315 St. Andrews Woods Circle (Building 3), Units 101, 102, 103, 104, 105, 106, 107 and 108
7309 St. Andrews Woods Circle (Building 4), Units 101, 102, 103, 104, 105, 106, 107 and 108
7300 St. Andrews Woods Circle (Building 9), Units 101, 102, 103 and 104

II. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to the 2 Bedroom/2 Bathroom unit type that are of the same type as the unit surveyed at Unit 102, 7314 St. Andrews Woods Circle (Building 1):

A. Retrofit the following doors by widening the doors so that they have a 32" nominal opening width:
(1) Door from Living Room to Bath #1.
(2) Door from Bedroom #1 to Bath #1.
(3) Door from the Master Bath to the Master Closet.
(4) Door from Living Room to Patio.
(M#84.) [FHAG, Req. #3, guide (2), FHDM 3.3, 3.4]

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[1] FHA, 42 U.S.C. § 3601, et seq.

[2] Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C).

[3] FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

[4] FHDM, Design Manual, August 1996, Revised April 1998, found at http://www.huduser.org/publications/destech/fairhousing.htm

B. Retrofit the following doors with a swing-clear hinge so that they have a 32" nominal opening width:
(1) Door from Living Room to Bedroom #1.
(2) Door from Hall to the Master Bedroom.
(3) Door from the Master Bedroom to the Master Bath.
(4) Door from the Kitchen to the Utility Room.
(M#84.) [FHAG, Req. #3, guide (2), FHDM 3.3, 3.4]

C. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Entry Door Thresholds, Abrupt Level Changes at Interior Side of Patio Door, Location of Temperature Gauges or Controls, Location of Wall Outlets and Toilet in Master Bath.

III. DKCD, Inc., Woods of St. Andrews, LLC, Woodridge Lake Builders, LLC, and Renaissance Homes, LLC will, at the request of the condominium unit owners or residents, make the following retrofits to the 1 Bedroom/1 Bathroom unit type that are of the same type as the unit surveyed at Unit 101, 7309 St. Andrews Woods Circle (Building 4):

A. Retrofit Bath by removing the wing-wall so that the toilet is the specified 18" from the sidewall. (M#111) [FHAG, Req. #7; FHDM 7.43]

B. Retrofit Bath so that there is a 30" x 48" clear floor space beyond the swing of the Bath door by swinging the Bath door out into the Hall. (M#113.) [FHAG, Req. #7, FHDM 7.36 - 7.38]

C. Retrofit Bath by removing the wing-wall so that there will be a 30" x 48" clear floor space centered on the lavatory bowl. (M#115.) [FHAG, Req. #7, FHDM 7.47]

D. See Interior Retrofit Inspection Protocol for retrofits to Abrupt Level Changes at Interior Side of Patio Door and Location of Temperature Gauges or Controls.

APPENDIX J

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

The federal Fair Housing Act requires that the public and common use areas at complexes such as [SUBJECT 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 areas of [SUBJECT PROPERTY] can be modified 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 PROPERTY]. We are writing this notice to let you know that beginning on _____, 2008, contractors will be coming onto the property to begin the process of modifying certain aspects of the public and common use areas. We expect the process to last approximately _____ weeks, weather permitting.

Generally, the workers will modify or "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 modifications 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 modifications, please contact us at _____.

APPENDIX K
NOTICE OF RETROFITS TO NON-RENTAL COVERED DWELLING UNIT INTERIORS AT [SUBJECT PROPERTY]

The federal Fair Housing Act requires that ground-floor units in covered multifamily housing complexes have certain features of physical 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, contractors are currently making accessibility modifications to ground-floor units at [SUBJECT PROPERTY]. We welcome persons with disabilities as homeowners, residents and guests at [SUBJECT PROPERTY]. We have agreed to make certain accessibility modifications to ground-floor units at [SUBJECT PROPERTY] so that they will be more accessible to persons with disabilities. **These retrofits will be made at no cost to the homeowner.**

We are writing this notice to let you know that as a homeowner or resident you are eligible to request that accessibility modifications be made to your unit **without expense to you**. If you choose to have retrofits made to your unit and you require temporary relocation, you will be paid reasonable relocation and housing expenses while the modifications are being made. The scheduling of the modifications will take into account your preferences and convenience to you, the homeowner and/or tenant, and relocation costs, if any, will be provided in advance. In addition, you will be paid SIX HUNDRED DOLLARS ($600.00) as an inconvenience payment if you choose to have all of the retrofits listed below made to your unit.

The modifications available for your unit include:

- List Retrofits
-
-
-

It is not necessary that you or any member of your household have a disability in order to request these modifications.

If you would like to request these modifications 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 modifications be made to my unit.

Send to: **[ADDRESS]**
ATTN:

APPENDIX L

NOTICE TO TENANTS

Dear Tenant:

This is to advise you that, as a result of a settlement in a case brought by the United States against the owners of this apartment complex, we have agreed to retrofit the ground floor units at _____ [Subject Property] to provide greater accessibility for people with disabilities. Your unit qualifies for retrofitting to provide greater accessibility.

Although your apartment unit will be retrofitted automatically after your tenancy ends, 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 longer than ___ days from the date construction begins and we will provide you with another unit in this development or 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 [___ years], regardless of your intention to stay in your apartment for a longer duration. 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 M

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

On _____, I received copies of and have read the Consent Order entered by the federal district court in _____. I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

_____
(Signature)

_____
(Print name)

_____
(Position)

_____
(Date)

APPENDIX N

CERTIFICATION OF FAIR HOUSING TRAINING

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

_____
(Signature)

_____
(Print name)

_____
(Position)

_____
(Date)

APPENDIX O

NOTICE OF RETROFITS TO L-SHAPED WALKWAYS TO UNIT ENTRANCES AT WOODRIDGE LAKE PATIO HOMES

The federal Fair Housing Act requires that ground-floor units at covered multifamily housing complexes have certain features of physical 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, contractors are currently making accessibility modifications at Woodridge Lake Patio Homes. We welcome persons with disabilities as homeowners, residents and guests at Woodridge Lake Patio Homes. We have agreed to make certain accessibility modifications to ground-floor units at Woodridge Lake Patio Homes so that they will be more accessible to persons with disabilities. **These retrofits will be made at no cost to the homeowner or resident.**

We are writing this notice to let you know that as a homeowner or resident you are eligible to request that accessibility modifications be made to the walkway from your shared driveway to your unit entrance. The scheduling of the modifications will take into account your preferences and convenience to you and will be completed from start to finish within 5 days of beginning construction, weather permitting. In addition, you will be paid TWO HUNDRED DOLLARS ($200.00) as an inconvenience payment if you choose to have your home modified to provide for greater accessibility.

If the finished grade of the walkway slopes greater than 5%, you may also request that handrails be installed. If you make this request, the handrails will be installed at no charge to you.

It is not necessary that you or any member of your household have a disability in order to request these modifications.

To request these modifications 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 modifications 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 modifications be made to my unit.

Send to: **[ADDRESS]**
ATTN:

APPENDIX P

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars ($), pursuant to the Consent Order entered in *United States* v. *DKCD, Inc. d/b/a Renaissance Development, et al.*, No. 07-cv-506 (W.D. Ky.), by the United States District Court, Western District of Kentucky, 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 will 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 Q

DECLARATION AND STATEMENT OF ABILITY TO COMPLETE RETROFITS

Defendants DKCD, Inc. d/b/a Renaissance Development d/b/a Renaissance Homes d/b/a Renaissance Realty Investments, Cooper Creek Village, LLC, Glenmary Village, LLC, Renaissance/Audubon Woods II, LLC; Renaissance/Deering Road, LLC; Renaissance-Glenmary Village Apartments, LLC; Renaissance Homes, LLC; Renaissance/LS, LLC d/b/a Springs of Glenmary Village; Renaissance Realty Investments I, LLC; Renaissance/St. Andrews, LLC; Renaissance/Valley Farms, LLC; Renaissance/VFA, LLC; Woodridge Lake Builders, LLC; and Woods of St. Andrews, LLC and their officers and directors declare that these Defendants understand the nature and extent of the retrofits they must perform under this Consent Order and attached Appendices and have the financial capacity to complete all of the retrofits for which they are responsible under the Order and Appendices pursuant to the timetables set forth in the Order.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing declaration and statement of ability to complete retrofits is true and correct to the best of my knowledge.

_____

Donald J. Cook, in his capacity as president of DKCD, Inc. d/b/a Renaissance Development d/b/a Renaissance Homes d/b/a Renaissance Realty Investments, and as manager for Cooper Creek Village, LLC, Glenmary Village, LLC, Renaissance/Audubon Woods II, LLC, Renaissance/Deering Road, LLC, Renaissance-Glenmary Village Apartments, LLC, Renaissance Homes, LLC, Renaissance/LS, LLC d/b/a Springs of Glenmary Village, Renaissance Realty Investments I, LLC, Renaissance/St. Andrews, LLC, Renaissance/Valley Farms, LLC, Renaissance/VFA, LLC, Woodridge Lake Builders, LLC, and Woods of St. Andrews, LLC