

**United States of America v. Mid-America Apartment Communities, Inc. and
Mid-America Apartments, L.P., Civil Action No. 1:10-cv-01866-RJL (D.D.C.)**

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND MID-AMERICA APARTMENT COMMUNITIES, INC.
AND MID-AMERICA APARTMENTS, L.P.**

I. Introduction

1. This Settlement Agreement (the “Agreement”) is entered between the Plaintiff, United States of America (the “United States”), and the Defendants, Mid-America Apartment Communities, Inc. and Mid-America Apartments, L.P. (collectively, the “Defendants” or “MAA”), (each, individually, a “Party,” and collectively, the “Parties”).

II. Recitals

2. This lawsuit was brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C §§ 3601-3619 (the “Fair Housing Act” or “FHA”), and Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181-12189 (the “ADA”). The United States filed this lawsuit on September 23, 2010, in the United States District Court for the Northern District of Georgia against Post Properties, Inc., Post Apartment Homes, L.P., and Post GP Holdings, Inc. (collectively, “Post”). It was transferred to the United States District Court for the District of Columbia (the “Court”) on October 29, 2010, Civil Action No. 1:10-cv-01866-RJL (the “Civil Action”).

3. In its complaint (the “Complaint”), the United States alleges that Post violated federal accessibility laws by failing to design and construct the 50 multifamily dwellings set forth in Appendix A (the “Subject Properties”) in a manner required by the FHA, 42 U.S.C §§ 3604(f)(1), (2), (3)(C), and the ADA, 42 U.S.C § 12183(a)(1), and the Department of Justice’s ADA implementing regulations, 28 C.F.R. part 36 & App. A, including the 2010 ADA Standards for Accessible Design (the “2010 ADA Standards”).

4. The Complaint includes an allegation under 42 U.S.C. § 3614(a) that Post's conduct constitutes a pattern or practice of discrimination against persons with disabilities or a denial to a group of persons of rights granted by the FHA, 42 U.S.C. §§ 3601, *et seq.*, which denial raises an issue of general public importance. The Complaint also includes an allegation under the ADA that Post's conduct constitutes a pattern or practice of discrimination within the meaning of 42 U.S.C. § 12188(b)(1)(B)(i) and 28 C.F.R. § 36.503(a), and/or discrimination against any person or group of persons that raises an issue of general public importance, within the meaning of 42 U.S.C. § 12188(b)(1)(B)(ii) and 28 C.F.R. § 36.503(b).

5. The Complaint alleges that there may be victims of Post's discriminatory practices who are "aggrieved persons" under the FHA, 42 U.S.C. § 3602(i), and the ADA, 42 U.S.C. § 12181(b)(2)(B).

6. The Complaint alleges that Post failed to design and construct the 50 Subject Properties such that: (i) the public and common use areas are readily accessible to and usable by individuals with disabilities; (ii) all doors within ground-floor units and/or units served by elevators are sufficiently wide to allow passage by persons with disabilities who use wheelchairs; and (iii) all covered multifamily dwellings contain the following features of adaptive design: (a) an accessible route into and through the dwelling; (b) electrical outlets, thermostats and other environmental controls in accessible locations; and (c) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space.

7. Specifically, the Complaint alleges that, among other things, Post failed to design or construct the 50 Subject Properties with: (i) accessible routes into and through units that do not contain steps, overly steep curb ramps, running slopes, cross slopes, thresholds or level changes, gaps, unstable surfaces, or other obstructions; (ii) accessible public and common use areas,

including, when provided, bathrooms, locker rooms, exercise rooms, kitchens, trash disposals, swimming pools, leasing offices, and parking; (iii) environmental controls, such as thermostats and light switches, in accessible locations; (iv) doors with at least 32 inches of nominal clear space; and (v) kitchens and bathrooms with sufficient clear floor space, sufficient space between counters, and appropriate positioning of sinks, toilets and other features, such that they may be used by persons with disabilities.

8. The United States contends that the 50 Subject Properties do not comply with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) (“Guidelines”); any of the other HUD-approved safe harbors, 24 C.F.R. § 100.205(e); any other recognized, comparable, objective measure of accessibility; or the 2010 ADA Standards.

9. On November 30, 2016, Post GP Holdings, Inc. merged with and into Post Properties, Inc. On December 1, 2016, Post Properties, Inc. merged with and into Mid-America Apartment Communities, Inc., and Post Apartment Homes, L.P. merged with and into Mid-America Apartments, L.P.

10. On January 2, 2017, the Court substituted MAA for Post as defendants in the Civil Action.

11. As a result of the mergers, MAA owns, directly or indirectly, 35 of the Subject Properties. Prior to the mergers, MAA purchased one of the Subject Properties, Post Oglethorpe. The 36 Subject Properties that MAA owned as of the date of the mergers (the “MAA Properties”) are identified in Appendix B. The 14 Subject Properties that are not MAA Properties are identified in Appendix C.

12. MAA denies that either MAA or Post violated the Fair Housing Act or the ADA.

13. MAA contends that the 50 Subject Properties were designed and constructed in

accordance with the 2010 ADA Standards, the Guidelines, and/or other recognized, comparable, objective measures of accessibility and that the 50 Subject Properties comply fully with the FHA and the ADA and are accessible, adaptable, and usable for persons with disabilities.

III. Statement of Consideration

14. The Parties agree that, to avoid the time, expense, and uncertainty of litigation, the claims in the Civil Action should be resolved without further proceedings or a trial. Therefore, the Parties enter this Agreement, which constitutes full resolution of the claims in the Civil Action. The Parties agree that neither this Agreement nor any of the provisions hereof shall be construed as an admission of liability.

15. In consideration of, and consistent with, the terms of this Agreement, the Parties will file a joint stipulation of dismissal with prejudice of the Civil Action. The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. Nondiscrimination Provision and Training

16. MAA agrees not to discriminate on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604(f) and the ADA, 42 U.S.C. §§ 12182(a) and 12183(a)(1).

17. To the extent that MAA initiates the design or construction of a new multifamily housing property during the term of this Agreement, MAA agrees to design and construct such multifamily dwellings to comply with the requirements of the FHA and the ADA, including a HUD-approved safe harbor or another recognized, comparable, objective measure of accessibility or the 2010 ADA Standards (in each case, as applicable). During the term of this Agreement, MAA will maintain the following information regarding multifamily dwellings with buildings containing four or more dwelling units currently under construction which are intended to be, or which actually are, developed, built, designed, constructed, or engineered in whole or in part, by

MAA: (i) the name and address of the property; (ii) a description of the property and the individual units; (iii) the name, address, and telephone number of the civil engineer(s) involved with the project; and (iv) the name, address and telephone number of the architect(s) involved with the property. When MAA initiates the design or construction of a new multifamily housing property during the term of this Agreement, MAA shall engage an accessibility consultant to review the plans of each multifamily dwelling designed or constructed by MAA. The accessibility consultant shall provide a statement describing her or his knowledge of and training in the accessibility requirements of the FHA and the ADA, that she or he has reviewed the relevant engineering and/or architectural documents for the property, and that to the best of her or his knowledge, they comply with the accessibility requirements of the FHA, one of the ten HUD-approved safe harbors, the ADA, or the 2010 ADA Standards (as applicable). Upon request, MAA shall provide the information in this paragraph to the United States within 30 days of any such request and shall permit the United States, upon no less than 30 days' prior written notice, access to such properties to inspect for compliance with these requirements.

18. Within 12 months of the effective date of this Agreement, any of MAA's employees whose duties, in whole or in part, involve or will involve primary management authority over the development, design, and/or construction of multifamily dwellings of the type at issue in this case, and who have not had training in the design and construction requirements of the FHA and the ADA in the last two years, shall undergo a two-hour educational program or training on the design and construction requirements of the FHA and the ADA. The training will be conducted by a qualified individual who has been approved by the United States. The obligations under this paragraph continue after the date of the initial training with respect to any new employees hired or engaged after the date of the initial training, and any employees whose duties have changed after

the date of the initial training, except that MAA may videotape the training program for use in compliance with this paragraph for any such employees. The costs of this training shall be borne by MAA outside of any monetary caps under this Agreement. Within 10 days after the training, MAA shall provide to the United States 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 attendees confirming their attendance in a form substantially equivalent to Appendix D.

V. Corrective Actions

19. MAA shall spend \$11.3 million (the "Settlement Cap") to resolve the claims in the Civil Action, as set forth below:

a. *Retrofits at MAA Properties*: MAA shall spend, but not exceed, a total of \$8.7 million on retrofits at the 36 MAA Properties (the "Retrofit Cap"). The Retrofit Cap will be allocated to retrofits at all 36 MAA Properties in accordance with a budget set for each property (the "Property Budget"). No Property Budget for any MAA Property shall be less than \$100,000. The total of all Property Budgets will equal \$8.7 million, subject to adjustment pursuant to paragraphs 19.c(v) or 20.

b. *Accessibility Expenditures from 2006-2013*: MAA is credited \$2.4 million toward the Settlement Cap based on accessibility expenditures made prior to the date of this Agreement. To substantiate those expenditures, MAA provides as Appendix E a sworn statement by Albert M. Campbell III, its Chief Financial Officer: (i) affirming that Post spent at least \$2.4 million toward accessibility improvements at certain of the 50 Subject Properties between 2006 and 2013; and (ii) providing a description that itemizes and dates the accessibility improvements that were made at such properties.

c. *Accessibility Fund:* Within 30 days following the effective date of this Agreement, MAA shall deposit \$25,000 in an escrow account for the purpose of establishing an “Accessibility Fund” relating to the 14 Subject Properties that are not also MAA Properties, and shall submit proof to the United States that the account has been established and the funds deposited. The Accessibility Fund will be made available to the current owners of these 14 Subject Properties to make retrofits to their properties, consistent with the Remediation Protocol (as defined in paragraph 23). The Accessibility Fund will be managed as follows.

i. MAA shall include in the contract with the “Neutral Inspector” identified in paragraph 50 the tasks regarding the Accessibility Fund set forth in this paragraph 19.c.

ii. Within 30 days of the effective date of this Agreement, the Neutral Inspector will provide a copy of the notice attached as Appendix F to all current owners of these 14 Subject Properties.

iii. The Neutral Inspector shall make determinations regarding who shall receive funds from the Accessibility Fund and the amount of such payment. In making such determinations, the Neutral Inspector may seek any additional information from the property owner making the request. The Neutral Inspector shall notify the Parties of his or her determinations of the allocation of the Accessibility Fund within 30 days of receiving all requests. Within 10 days of receiving the Neutral Inspector’s determinations, MAA shall send a check to each owner-recipient from the Accessibility Fund in the amount determined by the Neutral Inspector.

iv. The Neutral Inspector shall spend no more than 5 hours in completing all the tasks set forth in this paragraph 19.c to administer the Accessibility Fund. The Neutral Inspector's fees in connection herewith shall be paid by MAA, and MAA may credit such fees not to exceed 5 hours against the Inspector Cap set forth in paragraph 20.

v. If the Accessibility Fund is not utilized within one year of the effective date of this Agreement, MAA shall withdraw such funds and allocate them to the Retrofit Cap, and provide notice to the United States within 10 days of the amount of such allocation.

d. *Aggrieved Persons:* Within 30 days after the effective date of this Agreement, MAA shall deposit \$175,000 in an escrow account for the purpose of establishing an "Aggrieved Persons Fund" to compensate individuals (who are not entities) whom the United States determines were harmed by Post, and shall submit proof to the United States that the account has been established and the funds deposited. Within 60 days of the effective date of this Agreement, the United States will inform MAA of its determination of the names of the individuals (who are not entities) who will be compensated as aggrieved persons, the amount to be paid to each individual, and the Subject Property at which each individual resides or resided. Within 10 days of receiving the United States' determination, MAA shall deliver to counsel for the United States, by overnight delivery,¹ a separate check payable to each aggrieved person in the amounts so

¹ Unless otherwise specified, all correspondence required to be sent to the United States under this Agreement shall be sent via overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: U.S. v. MAA, DJ # 175-16-135, 1800 G

determined by the United States. When counsel for the United States has received a signed release in the form of Appendix G from an aggrieved person, counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for MAA. No aggrieved person shall be paid until he or she has executed and delivered to counsel for the United States the release at Appendix G. MAA agrees not to challenge the determinations made by the United States with respect to this paragraph.

20. The following provisions set forth MAA's obligations with respect to the Neutral Planner (defined in paragraph 24) and the Neutral Inspector:

a. MAA shall enter into contract(s) with the Neutral Planner and the Neutral Inspector to perform the services required of such entities that are described in this Agreement (the "Neutral Contract(s)"). The Neutral Contract(s) shall specify the obligations of the Neutral Planner and the obligations of the Neutral Inspector (these may be a single or separate contracts). MAA shall make all payments required under the Neutral Contract(s).

b. Any amounts in excess of the "Planner Cap" (set forth in Appendix K) expended by MAA pursuant to the Neutral Contract(s) for Neutral Planner services shall be credited against the "Inspector Cap" (set forth in Appendix K). Any amounts in excess of the Inspector Cap expended by MAA pursuant to the Neutral Contract(s) for: (i) Neutral Inspector services; or (ii) amounts spent in excess of the Planner Cap for Neutral Planner services shall be credited against the Retrofit Cap. MAA shall use commercially

Street NW, Suite 7002, Washington, DC 20006. Notice via facsimile is to be sent to (202) 514-1116. Notice via email is to be sent to undersigned counsel of record for the United States, unless otherwise directed. Any submission must reference the case name "U.S. v. MAA" and/or DJ # 175-16-135.

reasonable efforts to negotiate a provision in the Neutral Contract(s) that provides that the total remuneration thereunder with respect to: (i) the services of the Neutral Planner shall not exceed the Planner Cap and (ii) the services of the Neutral Inspector shall not exceed the Inspector Cap.

c. If MAA's payments under the Neutral Contract(s) for Neutral Inspector services (together with any amounts credited against the Inspector Cap resulting from Neutral Planner services) exceed the Inspector Cap, then: (i) within 30 days after reaching the Inspector Cap, MAA shall notify the United States that the Inspector Cap has been reached and that future payments pursuant to the Neutral Contract(s) shall be credited against the Retrofit Cap; and (ii) MAA, the Neutral Inspector, and the United States shall promptly discuss the estimated remaining payments to be made to complete the Neutral Inspector's services under the Neutral Contract(s) and shall make appropriate adjustments to the Property Budgets, Proposed Retrofit Plans, Final Retrofit Plans, Proposed Scopes of Work, or Final Scopes of Work, each as applicable.

21. If a replacement Neutral Planner is appointed pursuant to paragraph 40: (i) all amounts paid under the prior Neutral Contract shall continue to be credited against the Planner Cap; and (ii) MAA shall attempt to negotiate a new Neutral Contract with similar terms and conditions as the prior Neutral Contract. If a replacement Neutral Inspector is appointed pursuant to paragraph 50: (i) all amounts paid under the prior Neutral Contract shall continue to be credited against the Inspector Cap; and (ii) MAA shall attempt to negotiate a new Neutral Contract with similar terms and conditions as the prior Neutral Contract. If the Inspector Cap and the Retrofit Cap have both been reached, MAA shall be entitled to terminate the Neutral Contract and shall have no continuing obligation to make payments thereunder.

22. The monetary caps and funds set forth in paragraphs 19-21, and the other express or implied financial obligations specified in paragraphs 17, 18, 43, and 57, shall constitute the monetary expenditures required of MAA as full consideration for the settlement of the Civil Action and the terms of this Agreement. Nothing in this Agreement precludes MAA from spending, or requires MAA to spend, additional money in the performance of this Agreement outside the various monetary caps and financial obligations specified in this paragraph.

VI. Obligations Governing Retrofits to the 36 MAA Properties

23. MAA will retrofit the 36 MAA Properties in accordance with the final retrofit plan for each of the 36 MAA Properties ("Final Retrofit Plan"), the specific scope of work for each of the 36 MAA Properties ("Final Scope of Work"), the specifications and measurements contained within the separately agreed to Remediation Protocol ("Remediation Protocol"), and the Property Budget for each of the 36 MAA Properties.

24. The Parties agree that Endelman & Associates, PLLC shall serve as a neutral planner (the "Neutral Planner") whose role will be to work with MAA and the United States to prepare the Final Retrofit Plan for each of the 36 MAA Properties in accordance with the process set forth in this Agreement.

25. Within 5 business days of the effective date of this Agreement, MAA shall retain the Neutral Planner through a contract consistent with the terms of this Agreement. If Endelman & Associates, PLLC becomes unavailable or unable to continue as the Neutral Planner for the duration of the project, the Parties, consistent with the requirements of paragraph 40, will agree to another individual or entity with expertise in the accessibility requirements of the FHA, the HUD-approved safe harbors, the ADA, and the 2010 ADA Standards to serve as the replacement Neutral Planner.

26. After the Neutral Planner confers with the United States and reviews all documentation submitted by the United States (which shall also be provided simultaneously to MAA), the Neutral Planner will develop and provide the Parties with a proposed retrofit plan (“Proposed Retrofit Plan”) for each of the 36 MAA Properties according to the following schedule:

- a. within 60 days after the effective date of the Agreement for Post Alexander, Post Peachtree Hills, Post Riverside, Post Stratford, Post Briarcliff, Post Gardens, and Post Parkside (Atlanta) (Phase 1 Properties);
- b. no earlier than 60 days, nor later than 90 days, after the effective date of the Agreement for Post Brookhaven, Post Crossing, Post Glen, Post Oglethorpe, Post Spring, Post Harbor Place, Post Hyde Park, Post Rocky Pointe, and Post Parkside (Orlando) (Phase 2 Properties);
- c. no earlier than 90 days, nor later than 120 days, after the effective date of the Agreement for Post Ballantyne, Post Park at Phillips Place, Post Gateway Place, Post Uptown Place, Post Carlyle Square, Post Massachusetts Avenue, Post Pentagon Row, and Post Corners (Phase 3 Properties);
- d. no earlier than 120 days, nor later than 150 days, after the effective date of the Agreement for Post Abbey, Post Coles Corner, Post Gallery, Post Heights, Post Legacy, and Post Square (Phase 4 Properties); and
- e. no earlier than 150 days, nor later than 180 days, after the effective date of the Agreement for Post Midtown Square, Post Uptown Village, Post Vineyard, Post Vintage, Post Worthington, and Post Addison Circle (Phase 5 Properties).

27. For each Proposed Retrofit Plan, the Neutral Planner shall include the specific interior public and common use areas, exterior accessible routes, and units to be retrofitted, and

shall also provide a Property Budget for each MAA Property. Each Proposed Retrofit Plan shall conform to the format in the sample retrofit plan for Post Abbey attached as Appendix H, which is intended only as a model and not as a Final Retrofit Plan. Each Proposed Retrofit Plan shall adhere to the terms in the Remediation Protocol and include: (i) a list of elements in the public and common use areas and in FHA-covered units to be retrofitted; (ii) a site map identifying elements on accessible routes connecting units and public and common use amenities that to be retrofitted; and (iii) a Property Budget, based on the Neutral Planner's assessment that the Proposed Retrofit Plan can be achieved within that Property Budget.

28. Following the staggered schedule set forth in paragraph 26, within 45 days after receipt of a Proposed Retrofit Plan, each Party will provide the Neutral Planner and each other with any comments on the Proposed Retrofit Plan (the "45-Day Comment Period"), including any documentation as well as their assessment of the feasibility of completing the Proposed Retrofit Plan within the Property Budget.

29. If neither Party provides comments within the 45-Day Comment Period, the Proposed Retrofit Plan shall become the "Interim Retrofit Plan" for the pertinent MAA Property. If a Party provides any comments within the 45-Day Comment Period, the Neutral Planner is to share those comments with all Parties and will allow an opportunity for the Parties to respond. Within 45 days after the close of the 45-Day Comment Period specified in paragraph 28, the Neutral Planner will evaluate the Parties' feedback and issue an Interim Retrofit Plan for each MAA Property (the "45-Day Planner-Evaluation Period"). During the 45-Day Planner-Evaluation Period, the Neutral Planner may request additional relevant information not otherwise available through documentation provided to him or her by: (i) conducting on-site visits to the MAA Properties; (ii) requesting that MAA gather certain specific reasonable information on-site through

measurements, photos, videos, or otherwise; (iii) requesting that MAA provide itemization of costs upon which its proposed Property Budget or feasibility assessment is based, or other related information; or (iv) conducting any other task that is necessary to develop the Interim Retrofit Plan to reasonably conclude that the Interim Retrofit Plan can be completed within that MAA Property's Property Budget. The Parties shall promptly respond to all such reasonable requests. In resolving any disputed issue, the Neutral Planner shall identify in each Interim Retrofit Plan all documentation relied upon. For example, if the Neutral Planner relies on measurements reflected in a site visit, a United States expert report, or data provided by MAA, the Neutral Planner shall cite to, and attach if not previously provided, the relevant digital photograph or survey material.

30. Following the staggered schedule set forth in paragraph 26, within 45 days of receipt of each Interim Retrofit Plan, MAA will provide the Neutral Planner and the United States with a proposed scope of work, which itemizes the particular work to be completed in order to complete the Interim Retrofit Plan (the "Proposed Scope of Work").

31. Within 30 days of receipt of the Proposed Scope of Work, the Neutral Planner and the United States shall approve the Proposed Scope of Work or submit suggested changes.

32. In order to bid the work contained in the Proposed Scope of Work, MAA will follow a staggered schedule: Within 10 days of receipt of the approval from the Neutral Planner and the United States to the Proposed Scope of Work, MAA shall solicit bids to perform the Proposed Scope of Work for the Phase 1 Properties and shall endeavor to obtain three bids from contractors to perform the Proposed Scope of Work for the Phase 1 Properties.

33. After 30 days from the solicitation of bids for the Phase 1 Properties, the initial bidding process will be deemed closed. If any one acceptable bid meeting the requirements of paragraphs 35 and 37 is between 75% and 90% of the Property Budget for that MAA Property,

then the Interim Retrofit Plan shall become the Final Retrofit Plan for that MAA Property and the Proposed Scope of Work shall become the Final Scope of Work for that MAA Property.

34. If no acceptable bid received is between 75% and 90% of the Property Budget for a particular MAA Property, then within 15 days of the close of the 30-day bidding process described in paragraph 33, the Neutral Planner, in consultation with MAA and the United States, will revise the Interim Retrofit Plan to increase or decrease the work to be performed under the Interim Retrofit Plan in an attempt to have the work completed within 75% and 90% of the Property Budget. Within 10 days of receipt of the revised Interim Retrofit Plan, MAA will prepare a revised scope of work consistent with the revised Interim Retrofit Plan. The United States shall have 5 days to review and approve, approve with modifications, or to reject the revised scope of work. Within 5 days of approval or modified approval, MAA will solicit a bid from the lowest acceptable bidder for the revised scope of work. This process shall be repeated until an acceptable bid between 75% and 90% of the Property Budget is received for that MAA Property, at which point the revised Interim Retrofit Plan shall become the Final Retrofit Plan, and the Proposed Scope of Work shall become the Final Scope of Work. The Parties agree that the 10% to 25% difference between the bid and the Property Budget is a contingency amount intended to account for any overages due to: (i) the selected contractor determining during construction that completion of one or more of the items listed on the Final Scope of Work will exceed the anticipated cost; and/or (ii) the anticipated but unpredictable contingencies that often arise during construction. MAA is authorized to spend the Property Budget, including the contingency amount without the approval of the United States or the Neutral Inspector, consistent with the Final Retrofit Plan and Final Scope of Work to which the contingency amount relates. Once the Final Scope of Work is completed for each MAA Property (or deemed completed pursuant to paragraph 45), within 30

days, MAA will submit to the United States and Neutral Inspector an accounting of any funds used for the contingency amount with an explanation as to why the overages were required to complete the Final Scope of Work. Any unused funds from the Property Budget will be allocated to the remediation of an MAA Property to be agreed upon by the Parties. In order to determine how any such remaining dollars should be reallocated, every 3 months MAA will submit a report to the United States and the Neutral Planner of all such remaining dollars. The Neutral Planner, in consultation with MAA and the United States, will adjust the Interim Retrofit Plans and Property Budgets to reallocate any such unused dollars.

35. If MAA receives more than one acceptable bid for between 75% and 90% of the Property Budget, MAA shall select the lowest qualified bidder unless extraordinary circumstances warrant accepting a higher bid and doing so is approved by the United States. All retrofits within the Final Scope of Work shall be performed by duly licensed contractors acting in conformity with applicable state and local regulations regarding building construction, repairs, and improvements. If MAA receives only one acceptable bid for between 75% and 90% of the Property Budget, MAA shall select that bidder as long as the bidder is qualified and can perform all retrofits by duly licensed contractors acting in conformity with applicable state and local regulations regarding building construction, repairs, and improvements.

36. Following the staggered schedule set forth in paragraph 26, MAA shall begin the process described in paragraphs 27 through 35 for the Phase 2, 3, 4, and 5 MAA Properties on a rolling basis with the bidding for each new phase to begin after construction has started, but before the remediation of the MAA Properties in the prior phase is complete.

37. All retrofits within the Final Scope of Work shall be performed in a professional and workmanlike manner consistent with good and generally accepted construction standards for

multifamily dwellings substantially similar to the MAA Properties. All retrofits within the Final Scope of Work shall be reasonably consistent with, and reasonably equivalent to, that which is being replaced. For example, sidewalks with pavers which are designated to be retrofitted will be retrofitted by using similar pavers to match the existing conditions on the property.

38. The determination of which features will be remediated will be determined in accordance with the Remediation Protocol, and all inspections and certifications will be made against the Remediation Protocol.

39. MAA's contract with the Neutral Planner shall be consistent with the terms of this Agreement. MAA shall provide a copy of such contract to the United States within 10 days of its execution. Within 10 days of a request by the United States, MAA shall provide the United States with an accounting of the fees and expenses of the Neutral Planner, including the balance of funds remaining in the Planner Cap and any invoices or other related document requested.

40. If the Neutral Planner becomes unavailable or unable to perform the terms of this Agreement, the Parties will confer and agree upon replacement Neutral Planner within 30 days of such circumstance, and, if necessary, the deadlines in this Agreement shall be extended, by agreement of the Parties.

41. Unless specified otherwise, when the Neutral Planner completes all work under the contract, all documents and materials relating to this matter that a Party provided to the Neutral Planner must be returned to the respective Party or destroyed. The Neutral Planner shall so verify.

42. The Parties shall supplement this Agreement with the Final Retrofit Plans, Final Scopes of Work, and Property Budgets, and attach them hereto as Appendix I, and they shall constitute a part of this Agreement.

43. *Notice to Residents.* Thirty (30) days prior to making any modification pursuant to

the Remediation Protocol within an occupied unit, MAA shall provide a notice to the residents of that unit informing them as follows: (i) MAA has agreed to modify unit interiors; (ii) the modifications will be performed at no cost to the resident; and (iii) if the modifications will cause Relocation (defined below) of the resident, the resident will be accommodated at no cost to the resident. Relocation occurs only when a resident loses access to the unit for over 12 hours consecutively, or for 3 hours consecutively when the public and common use area restrooms at the property are closed, due to: (a) no usable toilet in the unit; (b) no running water in the unit; or (c) inability to access the unit due to wet concrete. Any decision to relocate temporarily residents whose unit is scheduled to undergo retrofits shall be at MAA's discretion. Any related expenses shall not be credited against the Retrofit Cap or charged to the resident. A template of the notice is attached hereto as Appendix J.

44. *Timing and Order of Retrofits.* MAA shall retrofit each MAA Property in accordance with the Remediation Protocol, the Final Retrofit Plan, the Final Scope of Work, and the Property Budget, for each MAA Property, prioritizing the retrofits in the following order: (i) the interior public and common use areas; (ii) the exterior accessible routes and units designated in the Final Retrofit Plan corresponding to those routes; and (iii) any remaining units designated in the Final Retrofit Plan.

45. In the event that MAA has expended the Property Budget for a particular MAA Property and has not completed all the retrofits in the Final Retrofit Plan, MAA shall notify the United States within 30 days after expenditure of the Property Budget and the Final Retrofit Plan for that property will be deemed completed.

46. *Schedule.* MAA must complete retrofits to half of the 36 MAA Properties within 30 months of the effective date of this Agreement and must complete the retrofits to the remaining

MAA Properties within 4 years of the effective date of this Agreement.

47. *Credit against the Retrofit Cap.* All expenses incurred in accordance with the Final Retrofit Plans, Final Scopes of Work, and paragraphs 20 and 34 shall be credited against the Retrofit Cap. In addition, MAA may credit against the Retrofit Cap the actual travel expenses incurred by MAA personnel reasonably required to oversee the retrofits required by this Agreement, provided, however, that such amount shall not exceed \$100,000 during the term of this Agreement. The actual travel expenses shall include, to the extent incurred, coach airfare, the cost of lodging not to exceed \$250 per night, rental cars at the midsize level or below, and meals and incidentals at the U.S. government *per diem* rate for the locality of the MAA Property to which the trip relates. Other than travel expenses noted herein, MAA will not credit against the Retrofit Cap the salaries or any other administrative, supervisory, or management costs associated with an MAA employee. Adjacent improvements reasonably required to perform the retrofits shall be credited against the Property Budget and Retrofit Cap, but purely aesthetic or other improvements that are not necessary to the retrofit shall not be deemed reasonably required and shall not be credited against the Property Budget and Retrofit Cap.

48. MAA shall make reasonable efforts to reduce costs in carrying out the Remediation Protocol, Final Retrofit Plans, and Final Scopes of Work to maximize the retrofits that can be achieved. For example, if MAA can save costs by engaging one contractor to perform work across multiple properties in a region, MAA shall do so, and is permitted to allocate the respective portion of the combined cost of that work to each MAA Property receiving the work.

49. *Adjustment to Final Retrofit Plan.* Upon conferring with MAA and providing 60 days' written notice to MAA and to the Neutral Planner, the United States may, in its discretion, adjust the Final Retrofit Plan, including the Property Budget, for a particular MAA Property, as

long as any adjustment does not expand the Interim Scope of Work that is in a pending request for bids or where a bid has been accepted. MAA shall implement the retrofits in accordance with any such adjustment, which shall be noted on the Final Retrofit Plan as an "adjustment." Any cost for work that has begun or been contracted for as of the date on which MAA receives the United States' written notice of adjustment shall be credited against the Retrofit Cap.

VII. Reporting, Accounting, and Neutral Inspector Concerning Retrofits to the 36 MAA Properties

50. The Parties agree that Endelman & Associates, PLLC shall serve as the Neutral Inspector for purposes of inspecting and certifying retrofits to the 36 MAA Properties and conducting relating tasks under this Agreement ("Neutral Inspector"). Within 30 days of the effective date of this Agreement, MAA shall retain the Neutral Inspector through a contract consistent with the terms of this Agreement and shall submit the executed contract to the United States within 10 business days thereafter. If the Neutral Inspector becomes unavailable or unable to perform the terms of this Agreement, the Parties will confer and agree upon a replacement Neutral Inspector, with expertise in the accessibility requirements of the FHA, the HUD-approved safe harbors, the ADA, and the 2010 ADA Standards, within 30 days of such circumstance.

51. *Reporting of Expenditures and Credit against the Retrofit Cap.* Every 6 months, MAA shall submit a report to the United States detailing the retrofits MAA has completed during the preceding 6 months and attaching the records and invoices pertaining to those retrofits ("6-Month Report"), which shall identify the costs expended for each retrofit toward each Property Budget and the Retrofit Cap and the costs expended towards the Inspector Cap through the date of the 6-Month Report. MAA shall maintain all invoices pertaining to the Neutral Inspector and shall produce them to the United States with the 6-Month Report.

52. *Responsibilities of the Neutral Inspector Concerning Issuing Certifications.* The

Neutral Inspector shall issue certifications when the work performed by MAA is in compliance with the Remediation Protocol and Final Retrofit Plan, subject to the limitations of paragraph 45. The United States agrees that if the Defendants complete the actions and retrofits set forth in the Final Retrofit Plan for an MAA Property, the portion of the MAA Property so retrofitted and certified by the Neutral Inspector satisfies the Remediation Protocol and the terms of this Agreement for accessibility.

53. *On-site Inspections Following Completion of Retrofits.* Within 30 days following completion (or being deemed completed pursuant to paragraph 45) of the Final Retrofit Plan and Final Scope of Work on each MAA Property, MAA will provide the Neutral Inspector and the United States with a "Property Construction Report" identifying: (i) the work from the Final Retrofit Plan and Final Scope of Work that has been completed, along with the costs expended for each retrofit and the records; (ii) invoices pertaining to those costs; and (iii) the total costs of the Neutral Inspector in carrying out his or her duties with respect to that MAA Property.

54. Within 60 days following receipt of the Property Construction Report, the Neutral Inspector will inspect the work that MAA identified in the Property Construction Report as having been completed to determine whether it is in compliance with the Remediation Protocol and Final Retrofit Plan, subject to the limitations of paragraph 45. The Neutral Inspector will inspect only those features that MAA specifically identified as having been completed. The Neutral Inspector shall provide MAA and the United States with notice of the proposed date of the inspection, in writing, at least 21 days before the proposed inspection date. The Parties shall have the right to be present during any such inspection. MAA shall direct the Neutral Inspector to make every effort to reduce costs, including by scheduling inspections of MAA Properties in a region together and maximizing the number of inspections that can be completed in any single trip, so long as doing

so also satisfies the 60-day requirement under this paragraph.

55. Within 10 business days following any such inspection, if the Neutral Inspector determines that the work is in compliance with the Remediation Protocol and the Final Retrofit Plan, subject to the limitations of paragraph 45, the Neutral Inspector shall provide MAA and the United States with a certification to such effect.

56. If the Neutral Inspector determines that any work is not in compliance with the Remediation Protocol and Final Retrofit Plan, he or she will itemize the specific feature or features for which work needs to be redone by MAA. MAA shall follow the procedures described in paragraphs 53-54 again until the Neutral Inspector has issued the certification described in paragraph 55 for that MAA Property.

57. MAA shall remedy retrofits deemed non-compliant by the Neutral Inspector and shall bear all costs expended to so; and any costs for redoing work or re-inspections will not be credited against the Retrofit Cap or the Inspector Cap. Nothing in this paragraph shall prevent MAA from seeking to enforce (or receiving any remuneration or consideration for) any breach of warranty, indemnity or similar claim against any contractor performing work for MAA as a result of the Agreement.

58. MAA may seek additional advice or inspections from the Neutral Inspector outside the scope of his or her duties under this Agreement, at MAA's own expense. Any costs MAA incurs in doing so shall not be credited against the Inspector Cap.

59. MAA's obligations concerning retrofits to the 36 MAA Properties are satisfied once: (i) the Neutral Inspector has certified that the retrofits for all 36 MAA Properties comply with the Remediation Protocol and Final Retrofit Plans, subject to the limitations of paragraph 45; and (ii) the funds in the Retrofit Cap have been completely spent in accordance with this

Agreement.

VIII. Transfer of Interest in Property

60. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of any of the MAA Properties shall not affect the Defendants' continuing obligation to retrofit the MAA Properties as specified in this Agreement.

61. Should MAA decide to sell or transfer ownership of any of the MAA Properties, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in the Remediation Protocol and the Final Retrofit Plan for that particular MAA Property, MAA shall, at least 30 days prior to completion of the sale or transfer: (i) provide to each prospective buyer written notice that the MAA Property is subject to this Agreement, including specifically the owner's obligations to complete required retrofits and to allow inspections, along with a copy of this Agreement; and (ii) provide to the United States 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.

62. The Parties agree that the selling of any of the MAA Properties will not constitute a breach of this Agreement.

IX. Document Retention Requirements and Notice of Complaints

63. Until all material terms of this Agreement have been satisfied as agreed upon by the Parties, in writing, MAA is required to preserve the documents prepared pursuant to this Agreement, including, but not limited to, the Final Retrofit Plans, Final Scopes of Work, and Property Budgets.

64. MAA shall advise counsel for the United States, in writing, within 15 days of receipt of any written complaint, summons, or other legal filing that initiates judicial or

administrative action against any Defendant alleging discrimination on the basis of disability in housing. Upon reasonable notice, MAA shall also provide the United States all information it may request concerning any such complaint. MAA shall also advise counsel for the United States, in writing, within 15 days of the resolution of any such written complaint, summons, or legal filing.

X. Implementation, Enforcement, and Dismissal of Underlying Action

65. The United States may review compliance with this Agreement at any time. The Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon 21 days' written notice, during the duration of this Agreement, MAA shall permit counsel for the United States: (i) to inspect and copy all non-privileged records pertinent to this Agreement; and (ii) to visit a particular MAA Property. The United States shall endeavor to minimize any inconvenience to MAA and its residents from such visits, inspections, and copying.

66. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by MAA to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify MAA, in writing, of its concerns and the Parties will attempt to resolve those concerns in good faith. MAA shall have 30 days from the date the United States provides notification of any breach of this Agreement to cure the breach.

67. If the Parties are unable to reach a resolution after engaging in the efforts described in the preceding paragraph, then either Party may move to reopen this Civil Action to resolve the Parties' disagreement about the particular breach at issue, but not to reopen the underlying case regarding the design and construction of the Subject Properties. Alternatively, the United States may bring a civil action for material breach of this Agreement, or any material provision hereof, in the

Court. In either action, the United States may seek to have the Court impose any remedy authorized at law or in equity. The Parties consent to and agree not to contest the jurisdiction and venue of the Court. Failure by any Party to enforce any provision of this Agreement shall not operate as a waiver of its right or ability to enforce any other provision of this Agreement at a later date.

68. In the event the United States moves to enforce this Agreement or commences any other civil action to remedy a breach of this Agreement, as contemplated by paragraph 67, the United States may seek, in addition to any remedy available under law or equity, an injunction mandating specific performance of any material term or provision in this Agreement. The United States may also seek from the Court an award of reasonable attorneys' fees and costs incurred in connection therewith. The Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue, or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses; provided, however, that the Defendants may raise such defenses to the extent they existed prior to the effective date of this Agreement.

69. Within 10 days after the later to occur of: (i) the date on which MAA has established the Accessibility Fund; and (ii) the date on which MAA has established the Aggrieved Persons Fund, the Parties shall file a joint stipulation of dismissal with prejudice of the underlying Civil Action, subject to the terms set forth in paragraph 67. The Parties shall attach this Agreement to the stipulation of dismissal.

XI. Termination of Litigation Hold

70. The Parties agree that, as of the effective date of this Agreement, litigation is not “reasonably foreseeable” concerning the matters described in the Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Complaint, such Party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Agreement.

XII. Duration, Execution, and Other Terms

71. The effective date of this Agreement is the date of the last signature below. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures or scanned images of signatures shall constitute acceptable, binding signatures for purposes of this Agreement. Any time limits for performance imposed by this Agreement may be extended by the mutual written agreement of the United States and MAA. MAA may make timely and reasonable requests for extensions to the time periods set forth herein for unforeseen events and circumstances outside their control, approval of which shall not be unreasonably withheld. In making the request, MAA shall set forth the reasons for the request and provide the United States with documentation in support thereof, if applicable and requested. The provisions of this Agreement shall remain in effect until the latest to occur of: (i) 4 years after the effective date of this Agreement; (ii) the Neutral Inspector has issued a certification under paragraph 55 for all MAA Properties; or (iii) the Retrofit Cap is expended.

72. Each Party to this litigation will bear its own costs and attorneys’ fees associated with this litigation, including the preparation, negotiation, and performance of this Agreement.

73. Appendices A-K are incorporated into this Agreement by reference. This Agreement, the Final Retrofit Plans, the Final Scopes of Work, the Property Budgets, and the Remediation Protocol separately agreed to by the Parties constitute the complete agreement between the Parties relating to the claims made in the Complaint. No prior or contemporaneous communications regarding this Agreement, oral or written, or prior drafts of this Agreement shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

74. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

75. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons, entity, or Government indicated below.

76. This Agreement shall apply to the United States and the Defendants and their officers, employees, agents, successors, and assigns, and all other persons or entities in active concert or participation with the Defendants.

77. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

78. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance of one Party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

79. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

80. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than this Court, the Parties agree that they will seek removal and/or transfer to this Court.

81. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.

82. The Parties agree and consent to the United States' disclosure to the public of this Agreement.

Agreed to by the Parties as indicated by the signatures below.

FOR THE UNITED STATES:

JESSIE K. LIU
United States Attorney

DANIEL F. VAN HORN, D.C. Bar #924092
Chief, Civil Division

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Assistant Attorney General

By: Beth Pepper
SAMEENA SHINAJEED
Chief
MICHAEL S. MAURER
Deputy Chief
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Dated: 11/20/18

FOR THE DEFENDANTS:

MID-AMERICA APARTMENT COMMUNITIES, INC.

By: Robert J. DelPriore
Robert J. DelPriore
Executive Vice President and General Counsel
6815 Poplar Avenue, Suite 500
Germantown, TN 38138
(901) 682-6600

Dated: 11/20/18

MID-AMERICA APARTMENTS, L.P.

By: MID-AMERICA APARTMENT COMMUNITIES, INC.
Its General Partner

By: Robert J. DelPriore
Robert J. DelPriore
Executive Vice President and General Counsel
6815 Poplar Avenue, Suite 500
Germantown, TN 38138
(901) 682-6600

Dated: 11/20/18

APPENDIX A
THE 50 SUBJECT PROPERTIES

<u>Property Name</u>	<u>Street Address</u>
Post Abbey	2525 Worthington, Dallas, TX 75204
Post Addison Circle	5009 Addison Circle, Addison, TX 75001
Post Alexander	3410 Alexander Road NE, Atlanta, GA 30326
Post Ballantyne	14205 Ballantyne Lake Road, Charlotte, NC 28277
Post Biltmore	855 W Peachtree Street NW, Atlanta, GA 30308
Post Briarcliff	500 Briarvista Way, Atlanta GA, 30329
Post Brookhaven	2829 Caldwell Road, Atlanta GA, 30319 (Phases II and III)
Post Carlyle Square	501 Holland Lane, Alexandria, VA 22314
Post Carlyle Square Condos	520 John Carlyle Street, Alexandria, VA 22314
Post Coles Corner	3096 N. Hall Street, Dallas, TX 75204
Post Collier Hills	914 Collier Road NW, Atlanta, GA 30318
Post Corners	5804 Post Corners Trail, Centreville, VA 20120
Post Crest	50 Adams Lake Blvd, Atlanta, GA 30339
Post Crossing	4777 Ashford Dunwoody Road, Atlanta, GA 30338
Post Dunwoody	7150 West Peachtree Dunwoody Road, Atlanta, GA 30328 (Phase II)
Post Gallery	3006 Woodside Street, Dallas, TX 75204
Post Gardens	1020 Lenox Park Blvd NE, Atlanta, GA 30319
Post Gateway Place	120 N. Cedar Street, Charlotte, NC 28202
Post Glen	4120 Peachtree Road NE, Atlanta, GA 30319
Post Harbour Place	800 Harbour Post Drive, Tampa, FL 33602
Post Harbour Place City Homes	501 Knights Run Avenue, Tampa, FL 33602
Post Heights	3015 State Street, Dallas TX, 75204
Post Hyde Park	502 S. Fremont Avenue, Tampa, FL 33606
Post Legacy	5741 Martin Road, Plano, TX 75024
Post Lenox Park	100 Lenox Park Circle, Atlanta, GA 30319

Post Lindbergh	485 Lindbergh Place NE, Atlanta, GA 30324
Post Luminaria	385 First Avenue, New York, NY 10010
Post Massachusetts Ave.	1499 Massachusetts Avenue NW, Washington, DC 20005
Post Mercer Square	2950 McKinney Avenue, Dallas, TX 75204
Post Midtown Square	302 Gray Street, Houston, TX 77002
Post Oglethorpe	10 Oglethorpe Drive, Atlanta, GA 30319
Post Park at Phillips Place	4835 Cameron Valley Pkwy, Charlotte, NC 28210
Post Parkside (Atlanta)	250 10th Street, NE, Atlanta, GA 30309
Post Parkside (Orlando)	425 E. Central Blvd., Orlando, FL 32801
Post Peachtree Hills	350 Peachtree Hills Ave NE, Atlanta, GA 30305
Post Pentagon Row	1201 South Joyce Street, Arlington, VA 22202
Post Renaissance	400 Central Park Place, Atlanta, GA 30308
Post Ridge	3505 Windy Ridge Pkwy NW, Atlanta, GA 30339
Post Rise Condos	2000 Bagby Street, Houston, TX 77002
Post Riverside	4403 Northside Pkwy, Atlanta, GA 30327
Post Rocky Point	3101 N Rocky Point Drive E, Tampa, FL 33607
Post Spring	3375 Spring Hill Pkwy, SE, Smyrna, GA 30080
Post Square	2815 Allen Street, Dallas, TX 75204
Post Stratford	3400 Stratford Road, Atlanta, GA 30326
Post Toscana	389 East 89th Street, New York, NY 10128
Post Uptown Place	305 N. Graham Street, Charlotte, NC 28202
Post Uptown Village	2121 Routh Street, Dallas, TX 75201
Post Vineyard	3015 Cole Avenue, Dallas, TX 75204
Post Vintage	2800 Cole Avenue, Dallas, TX 75204
Post Worthington	2808 McKinney Avenue, Dallas, TX 75204

APPENDIX B

THE 36 MAA PROPERTIES

Post Abbey
Post Addison Circle
Post Alexander (Phase I)
Post Ballantyne
Post Briarcliff
Post Brookhaven
Post Carlyle Square Phase I
Post Coles Corner
Post Corners at Trinity Centre
Post Crossing
Post Gallery
Post Gardens
Post Gateway Place
Post Glen
Post Harbour Place
Post Heights
Post Hyde Park
Post Legacy
Post Massachusetts Ave.
Post Midtown Square
Post Oglethorpe
Post Park at Phillips Place
Post Parkside (Atlanta)
Post Parkside (Orlando)
Post Peachtree Hills
Post Pentagon Row
Post Riverside
Post Rocky Point
Post Spring
Post Square
Post Stratford
Post Uptown Place
Post Uptown Village
Post Vineyard
Post Vintage
Post Worthington

APPENDIX C
THE 14 SUBJECT PROPERTIES THAT ARE NOT ALSO MAA PROPERTIES

Biltmore
Carlyle Condos
Collier Hills
Crest
Dunwoody
Harbour Place City Homes
Lenox Park
Lindbergh
Luminaria
Mercer Square
Renaissance
Ridge
Rise Condos
Toscana

APPENDIX D
EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 20____, _____, I attended training on the design and construction requirements of the Fair Housing Act, as required by the Settlement Agreement resolving the lawsuit captioned United States v. MAA, et al., Civil Action No. 1:10-cv-01866-RJL (D.D.C.).

Signature

Print Name

Job Title

Company

Address

Address Continued

Telephone Number

Date

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Civil Action No. 10-1866 (RJL)

3. On November 30, 2016, Post GP Holdings, Inc. merged with and into Post Properties, Inc. On December 1, 2016, Post Properties Inc. merged with and into Mid-America Apartment Communities, Inc. and Post Apartment Homes, L.P. merged with and into Mid-America Apartments, L.P.

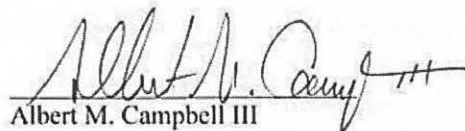
4. Based on a review of the business records of Post Properties, Inc., from 2006 through 2013, Post Properties Inc. or its affiliates made accessibility improvements to some of the 50 Subject Properties (as defined in the Settlement Agreement) in the amount of at least \$2.4 million. The improvements included eliminating high thresholds, widening doorways, lowering light switches and other controls, creating curb cuts, and flattening slopes at entrances, and other design and construction items covered by the Fair Housing Act and the Americans with Disabilities Act.

6. Attached hereto to my Declaration as Exhibit 1 is a true and correct itemized list of the accessibility improvements made at each Subject Property during the period 2006 through 2013.

I, Albert M. Campbell III, hereby declare under the penalty of perjury that the above is true and correct based on my personal knowledge and belief.

Date:

11/16/18


Albert M. Campbell III

APPENDIX E, EXHIBIT 1
(attached to Declaration of Albert Campbell)

Accessibility Improvements at Certain of the 50 Subject Properties Between 2006 and 2013

Date	Property	Accessibility Enhancement	Expenditure
03/12/2006	Post Gateway Place	Installed motion-activated light.	\$601.58
08/18/2006	Post Brookhaven	Installed accessible picnic area.	\$6,550.00
09/27/2006	Post Ridge	Installed handrail at leasing office.	\$1,775.00
10/04/2006	Post Gardens	Accessibility-related retrofits in unit.	\$3,430.00
10/05/2006	Post Oglethorpe	Installed accessible parking.	\$1,780.00
10/13/2006	Post Oglethorpe	Installed accessible shower.	\$1,879.85
10/16/2006	Post Collier Hills	Installed 14 accessible parking spaces, regraded parking spaces.	\$1,645.00
10/16/2006	Post Collier Hills	Installed accessible signage throughout property.	\$3,220.00
10/18/2006	Post Spring	Installed accessible parking spaces.	\$3,095.00
10/20/2006	Post Ridge	Lower fire extinguishers.	\$2,775.00
11/01/2006	Post Corners	Installed accessible door hardware.	\$2,223.77
11/03/2006	Post Lindbergh	Lowered fire extinguishers.	\$600.00
11/06/2006	Post Oglethorpe	Replaced thresholds, repaired pavers, relocate mailbox to accessible location.	\$1,485.00
11/06/2006	Post Parkside (Atlanta)	Replaced thresholds.	\$1,485.00
11/09/2006	Post Ridge	Installed accessible parking.	\$4,865.00
11/09/2006	Post Vinings	Installed accessible routes.	\$2,325.00
11/22/2006	Post Brookhaven	Installed wheel stops along accessible routes.	\$7,740.00
11/22/2006	Post Riverside	Installed accessible route at gate in building #4407	\$700.00
11/27/2006	Post Parkside (Atlanta)	Installed accessible route.	\$18,120.00
11-12/2006	Post Glen	Installed accessible parking.	\$900.00
12/01/2006	Post Renaissance	Installed accessible bathroom.	\$1,242.83
12/01/2006	Post Ridge	Installed accessible sinks in men's bathroom and laundry room.	\$787.78

12/01/2006	Post Ridge	Installed wheel stops along accessible route at buildings 600 to 800.	\$2,184.00
12/04/2006	Post Corners	Installed knee protection devices at lavatory	\$43.88
12/04/2006	Post Stratford	Accessibility improvements in unit, including installing accessible doors, removing walls, and relocating outlets.	\$2,250.00
12/08/2006	Post Heights	Supplies for accessibility improvements performed in-house.	\$3,220.19
12/11/2006	Post Square	Installed accessible restroom.	\$282.67
12/12/2006	Post Ridge	Installed accessible picnic area.	\$2,960.00
12/13/2006	Post Stratford	Installed accessible parking.	\$2,350.00
12/13/2006	Post Stratford	Accessibility improvements in unit, including installing new wall in bedroom, installing doors, relocating outlets, and installing new trims on wall and doors.	\$2,850.00
12/18/2006	Post Brookhaven	Installed dome pavers in front of leasing office.	\$425.00
12/18/2006	Post Brookhaven	Installed accessible route and parking.	\$9,612.16
12/18/2006	Post Collier Hills	Installed accessible hardware on doors.	\$4,238.87
12/18/2006	Post Lindbergh	Installed motion activated light.	\$110.03
12/18/2006	Post Renaissance	Replaced handicap signage.	\$600.00
12/20/2006	Post Rocky Point	Installed accessible hardware on doors.	\$18,386.09
12/21/2006	Post Collier Hills	Installed curb cut in front of unit.	\$1,275.00
12/21/2006	Post Collier Hills	Raised pavers in front of leasing office to provide accessible route.	\$1,450.00
12/21/2006	Post Collier Hills	Installed accessible sinks in the kitchen and clubroom.	\$1,800.00
12/21/2006	Post Crossing	Installed multiple grab bars.	\$1,025.00
12/21/2006	Post Crossing	Installed accessible door.	\$1,075.00
12/21/2006	Post Gardens	Modified apartment for accessibility, including removal of baseboard, sink, floor tile, concrete and plywood, repair of sheetrock, and installation of thresholds.	\$11,874.90
12/21/2006	Post Riverside	Installed of grab bars in bathrooms.	\$600.00

11/2006-01/2007	Post Corners	Site work for purposes of installing accessible routes.	\$142,965.90
01/02/2007	Post Renaissance	Installed accessible parking and curb cuts throughout property.	\$11,109.00
01/03/2007	Post Forest	Installed handicap ramp and parking spot.	\$12,225.00
01/04/2007	Post Collier Hills	Installed rail at pool area.	\$675.00
01/04/2007	Post Ridge	Installed accessible route.	\$745.00
01/05/2007	Post Dunwoody	Installed accessible hardware, fixtures, and signage at restrooms.	\$1,139.41
01/05/2007	Post Lindbergh	Installed accessible hardware at doors.	\$9,113.86
01/08/2007	Post Briarcliff	Installed accessible hardware on doors.	\$120.81
01/08/2007	Post Brookhaven	Installed accessible picnic area and accessible route to same.	\$4,500.00
01/08/2007	Post Crest	Installed 48 cane detection devices under stairwells, installed new threshold at leasing office, and lowered pool gate latches.	\$10,725.00
01/09/2007	Post Crest	Installed curb cuts at Building 1000 and installed 13 curb wheel stops at building 1300.	\$2,492.00
1/9/2007	Post Crossing	Installed accessible bathrooms.	\$10,653.63
01/09/2007	Post Glen	Installed grab bars and removed shower ledge and installed handicap ramp in shower.	\$1,550.21
1/10/2007	Post Corners	Regraded front entrance.	\$4,200.00
01/10/2007	Post Heights	Installed handrails.	\$15,000.00
01/18/2007	Post Dunwoody	Installed grab bar and accessible hardware.	\$159.24
01/19/2007	Post Ridge	Installed accessible kitchen.	\$745.00
01/19/2007	Post Ridge	Installed accessible route to vegetable garden and to Building 400.	\$1095.00
01/20/2007	Post Collier Hills	Modified pool gate for handicap access.	\$210.00
01/23/2007	Post Gallery	Removed pedestrian gate by pool.	\$250.00
01/23/2007	Post Harbour Place	Installed accessible lift.	\$8,840.63
1/23/2007	Post Stratford	Installed handicap signage at leasing office.	\$200.00

1/23/2007	Post Stratford	Installed handicap signage.	\$2,350.00
01/24/2007	Post Crest	Installed accessible pool gate.	\$224.20
01/25/2007	Post Brookhaven	Installed cane detection devices.	\$8,000.00
01/27/2007	Post Collier Hills	Installed accessible parking spaces and curb cuts.	\$9,934.00
01/27/2007	Post Crossing	Installed 34 stairwell cane detection devices.	\$6,800.00
1/27/2007	Post Riverside	Installed accessible parking and accessibility-related modifications to leasing office.	\$11,076.54
01/28/2007	Post Briarcliff	Installed curb cuts and accessible parking.	\$18,580.00
01/28/2007	Post Crest	Installed handrails.	\$756.00
01/28/2007	Post Crest	Installed accessible parking space at leasing office.	\$1,500.00
01/28/2007	Post Crest	Leveled parking surface to create accessible route from parking.	\$3,180.00
1/28/2007	Post Dunwoody	Installed handicap signage and parking, including accessible routes and curb cuts, throughout property.	\$6,115.00
01/28/2007	Post Gardens	Installed accessible parking spaces.	\$1,325.00
01/28/2007	Post Parkside (Atlanta)	Installed handicap accessible parking spaces and curb ramps.	\$470.00
01/29/2007	Post Vintage	Installed accessible restroom.	\$342.80
01/30/2007	Post Collier Hills	Installed cane rails.	\$6,200.00
01/31/2007	Post Ridge	Installed cane rails.	\$5,800.00
01/31/2007	Post Riverside	Installed handrail at leasing office	\$360.00
01/31/2007	Post Riverside	Installed cane rail.	\$5,800.00
02/01/2007	Post Abbey	Supplies for accessibility improvements performed in-house.	\$248.36
02/01/2007	Post Lindbergh	Installed accessible routes and parking throughout property.	\$12,716.00
02/01/2007	Post Parkside (Orlando)	Lowered thermostats.	\$100.00
01-02/2007	Post Riverside	Installed accessible hardware, fixtures, and signage at restrooms.	\$3,175.06

02/02/2007	Post Briarcliff	Installed handicapped grab bars.	\$800.00
02/02/2007	Post Glen	Installed grab bars and repaired sheetrock in hall bathroom.	\$1,350.00
02/07/2007	Post Ridge	Installed accessible door hardware.	\$369.94
02/09/2007	Post Peachtree Hills	Installed cane detection devices.	\$8,070.42
02/15/2007	Post Briarcliff	Installed 65 stairwell cane detection devices.	\$13,000.00
02/15/2007	Post Brookhaven	Installed new thresholds.	\$2,104.09
02/15/2007	Post Dunwoody	Installed 32 stairwell cane detection devices.	\$6,400.00
02/16/2007	Post Midtown Square	Supplies for accessibility improvements performed in-house.	\$63.63
02/16/2007	Post Riverside	Installed extra accessible parking space.	\$290.00
02/19/2007	Post Riverside	Installed cane detection devices.	\$7,000.00
02/20/2007	Post Gallery	Installed wiring and conduit runs for accessible call boxes.	\$5,040.00
02/20/2007	Post Parkside (Atlanta)	Modified two pedestrian gates.	\$600.00
02/21/2007	Post Riverside	Accessibility-related modifications to recreation room.	\$1314.43
02/21/2007	Post Vineyard Dallas	Removed sink and cabinets.	\$525.00
02/22/2007	Post Spring	Installed accessible bathroom.	\$331.82
02/23/2007	Post Ballantyne	Installed grab bars.	\$72.80
02/23/2007	Post Oak	Installed grab bar.	\$175.00
02/23/2007	Post Parkside (Atlanta)	Installed grab bars.	\$175.00
02/23/2007	Post Parkside (Atlanta)	Installed accessible route, including signage and curb cuts.	\$470.00
02/23/2007	Post Rocky Point	Installed accessible door hardware.	\$2,983.64
02/23/2007	Post Rocky Point	Installed accessible bathrooms.	\$13,108.00
02/24/2007	Post Briarcliff	Lowered 120 fire extinguishers.	\$5,400.00
02/01-02/26/2007	Post Crest	Installed accessible route to pool.	\$9,291.81

02/26/2007	Post Parkside (Orlando)	Remove and installed fire extinguishers	\$1,200.00
02/26/2007	Post Pentagon Row	Installed accessible flooring.	\$11,010.00
02/26/2007	Post Riverside	Landscaping work to improve accessible route.	\$568.50
02/26/2007	Post Uptown Place	Installed motion sensors to replace twist timers in public areas.	\$279.65
02/28/2007	Post Briarcliff	Replaced threshold at leasing office and improved accessibility.	\$966.38
02/28/2007	Post Gallery	Installed ramp at pool.	\$7,871.00
02-03/2007	Post Riverside	Installed accessible toilet and supplies.	\$1569.76
03/02/2007	Post Stratford	Installed accessible parking spaces.	\$995.00
03/05/2007	Post Glen	Installed 48 stairwell cane detection devices.	\$9,600.00
03/06/2007	Post Crest	Installed accessible parking and routes.	\$15,500.00
03/06/2007	Post Spring	Lowered fire extinguishers.	\$3,915.00
03/07/2007	Post Park at Phillips Place	Installed accessible bathroom.	\$1,033.82
03/08/2007	Post Ridge	Installed curb cuts at building 400 and recycling center.	\$3,497.68
03/14/2007	Post Addison Circle	Installed lighting and motion sensors for same.	\$4,531.50
03/14/2007	Post Biltmore	Accessibility-related repairs (sheetrock) at leasing offices and throughout property.	\$3,080.05
03/14/2007	Post Renaissance	Installed handrails.	\$3,060.00
03/15/2007	Post Gallery	Repaired and repainted walls.	\$1090.00
03/16/2007	Post Collier Hills	Installed pedestrian gate at rear exit for accessibility.	\$200.00
03/16/2007	Post Rocky Point	Installed accessible table.	\$468.66
03/16/2007	Post Square	Installed motion-activated light.	\$110.35
03/16/2007	Post Square	Installed accessible routes at property.	\$160,132.00
03/19/2007	Post Parkside (Atlanta)	Installed accessible bathroom at fitness center.	\$3,040.44
03/22/2007	Post Rocky Point	Installed accessible parking throughout property.	\$57,395.00

03/26/2007	Post Dunwoody	Installed handrail.	\$968.00
03/26/2007	Post Spring	Installed cane detection devices.	\$7,600.00
03/26/2007	Post Vintage	Installed cane detection devices.	\$2,774.00
03/27/2007	Post Stratford	Lowered 50 fire extinguishers.	\$2,250.00
03/27/2007	Post Uptown Village	Installed ramp in front of leasing office.	\$19,948.00
03/29/2007	Post Parkside (Atlanta)	Installed power assist button at fitness center.	\$82.14
03/31/2007	Post Brookhaven	Payroll and supplies for accessibility work done in house.	\$869.27
03/31/2007	Post Peachtree Hills	Installed handrails.	\$2,082.03
04/03/2007	Post Parkside (Orlando)	Installed accessible parking spaces.	\$1,655.00
04/03/2007	Post Renaissance	Replaced counter tops in kitchens and bathrooms for increased accessibility.	\$2,000.00
04/09/2007	Post Renaissance	Removed and replaced thresholds and lowered tables.	\$2,800.00
04/10/2007	Post Rocky Point	Installed accessible bathrooms.	\$4,089.04
04/16/2007	Post Stratford	Replaced French doors with accessible doors.	\$20,000.00
04/20/2007	Post Rocky Point	Repaired entrance ramp, installed handrails to both sides of ramp	\$7,051.00
04/20/2007	Post Rocky Point	Installed accessible routes throughout property.	\$61,064.00
05/01/2007	Post Oglethorpe	Installed accessible parking.	\$500.03
05/2007	Post Parkside (Orlando)	Installed grab bars.	\$150.32
05/01/2007	Post Stratford	Replace French doors with accessible doors.	\$20,000.00
05/02/2007	Post Parkside (Orlando)	Installed automatic door opener.	\$152.43
05/02/2007	Post Parkside (Orlando)	Installed automatic door closer.	\$2,376.23
05/02/2007	Post Parkside (Orlando)	Installed non-adjustable emergency light for accessibility.	\$2,871.77
05/04/2007	Post Square	Installed railings.	\$1,120.00
05/08/2007	Post Hyde Park	Installed cane rails.	\$1,600.00
05/09/2007	Post Gallery	Installed grab bars.	\$100.00
05/09/2007	Post Gardens	Installed accessible hardware on door.	\$422.70

05/09/2007	Post Gardens	Installed accessible signage in parking deck.	\$1,589.00
05/09/2007	Post Heights	Installed handrails.	\$1,066.00
05/16/2007	Post Stratford	Replace French doors with accessible doors.	\$20,000.00
05/17/2007	Post Dunwoody	Installed accessible parking.	\$225.00
05/25/2007	Post Parkside (Orlando)	Installed accessible pool gate and trash chutes.	\$3,104.03
05/29/2007	Post Midtown Square	Supplies for accessibility improvements performed in-house.	\$405.91
05/31/2007	Post Midtown Square	Repaired pavers on accessible route.	\$1,507.16
06/01/2007	Post Carlyle Square	Site work for accessibility.	\$4,112.50
05-06/2007	Post Rocky Point	Installed accessible bathroom.	\$1,796.00
06/01/2007	Post Uptown Village	Installed handicapped signage.	\$620.93
06/04/2007	Post Heights	Installed ramp.	\$2,448.00
06/06/2007	Post Harbour Place	Installed accessible routes.	\$59,368.00
06/07/2007	Post Gardens	Accessible door hardware.	\$29,045.06
06/07/2007	Post Midtown Square	Supplies for accessibility improvements performed in-house.	\$28.12
06/08/2007	Post Midtown Square	Installed curb ramps on accessible route.	\$1,507.00
06/19/2007	Post Uptown Village	Installed accessible door hardware.	\$205.50
06/20/2007	Post Pentagon Row	Installed accessible counter in business center.	\$1,365.00
6/26/2007	Post Square	Increased clearance at pool area.	\$275.00
06/26/2007	Post Uptown Village	Installed accessible parking.	\$2,100.00
06/30/2007	Post Crest	Payroll and supplies for accessibility work done in house.	\$528.00
06/30/2007	Post Dunwoody	Payroll and supplies for accessibility work done in house.	\$528.00
06/30/2007	Post Peachtree Hills	Purchased supplies for accessibility work performed in house.	\$149.10
07/01/2007	Post Riverside	Installed grab bars.	\$350.00
07/01/2007	Post Vintage	Replaced pavers and re-graded sidewalks.	\$14,668.00

07/03/2007	Post Hyde Park	Installed wheel stops at accessible parking spaces.	\$720.00
07/05/2007	Post Collier Hills	Installed accessible parking space.	\$3,170.00
07/05/2007	Post Dunwoody	Installed handrail at building #300 right of breezeway along staircase.	\$968.00
07/05/2007	Post Glen	Installed accessible door hardware.	\$12,970.72
07/17/2007	Post Collier Hills	Restripe accessible parking space.	\$250.00
07/19/2007	Post Gardens	Lower fire extinguishers throughout property.	\$4,613.34
07/23/2007	Post Vineyard Dallas	Mounted accessible kiosk.	\$453.16
07/24/2007	Post Brookhaven	Installed curb cuts.	\$3,350.00
08/01/2007	Post Heights	Renovate dwelling unit to improve accessibility.	\$2,910.00
06-08/2007	Post Midtown Square	Removed and reinstalled unlevelled brick to create accessible route.	\$3,014.42
08/07/2007	Post Midtown Square	Installed curb ramps.	\$1,596.69
08/09/2007	Post Legacy	Installed motion-activated sensor in common areas.	\$284.48
08/13/2007	Post Harbour Place	Restriped accessible parking.	\$4,469.00
08/13/2007	Post Renaissance	Installed grab bars.	\$800.00
08/16/2007	Post Hyde Park	Lowered fire extinguishers.	\$7,400.00
08/21/2007	Post Rocky Point	Site work to create accessible routes.	36,364.00
08/24/2007	Post Parkside (Orlando)	Installed signage for accessibility.	\$307.05
08/27/2007	Post Glen	Installed accessible hardware on doors.	\$3,204.03
09/01/2007	Post Carlyle Square	Sidewalk ramp construction.	\$2,040.00
09/05/2007	Post Glen	Installed accessible picnic area.	\$1,853.45
09/05/2007	Post Parkside (Orlando)	Installation of accessible bathroom at property.	\$4,500.00
09/14/2007	Post Gardens	Repair walls in living and bathroom following retrofits.	\$245.00
09/21/2007	Post Brookhaven	Modified pedestrian gate.	\$350.00
09/24/2007	Post Parkside (Atlanta)	Lowered fire extinguishers.	\$800.00
10/02/2007	Post Heights	Replaced pavers.	\$6,482.56
10/03/2007	Post Abbey	Installed handrails.	\$5,144.04

10/10/2007	Post Parkside (Atlanta)	Repaired accessible routes.	\$2,395.00
10/15/2007	Post Ballantyne	Installed handicap signs.	\$525.00
10/16/2007	Post Riverside	Installed handicap signs.	\$600.00
10/17/2007	Post Renaissance	Renovated storage area for accessibility.	\$900.00
10/18/2007	Post Corners	Installed metal railing.	\$250.00
10/22/2007	Post Parkside (Orlando)	Installed signage for accessibility.	\$405.00
10/22/2007	Post Parkside (Orlando)	Drywall and laminate repairs following accessibility-related modifications in bathroom.	\$705.00
10/23/2007	Post Dunwoody	Installed curb cuts.	\$2,000.00
10/24/2007	Post Riverside	Installed grab bars.	\$500.00
10/26/2007	Post Gateway Place	Relocate gate.	\$3,232.89
11/01/2007	Post Crossing	Installed curb cuts.	\$2,100.00
11/01/2007	Post Glen	Installed accessible route.	\$13,487.20
11/2007	Post Midtown Square	Installed cane rails and regraded sidewalk.	\$25,952.57
11/2007	Post Riverside	Repair and Installed handicap railings.	\$1,400.60
11/06/2007	Post Rocky Point	Installed curb cuts.	\$6,265.00
11/14/2007	Post Abbey	Supplies for accessibility improvements performed in-house.	\$336.89
11/27/2007	Post Legacy	Installed handrails.	\$5,148.00
11/27/2007	Post Spring	Installed curb cuts.	\$17,767.20
11/27/2007	Post Vintage	Replaced broken pavers.	\$34,679.00
11/28/2007	Post Parkside (Orlando)	Installed grab bars and handicap signage.	\$987.95
12/2007	Post Abbey	Installed accessible routes.	\$44,538.00
12/2007	Post Legacy	Installed accessible callbox.	\$14,195.44
12/2007	Post Midtown Square	Installed automatic door openers and cane rails.	\$16,595.22
12/10/2007	Post Coles Corner	Installed accessible bathrooms.	\$616.56
12/12/2007	Post Riverside	Installed grab bars.	\$525.00
12/12/2007	Post Stratford	Installed cane detection devices, lowered gate latch at pool, installed ramps.	\$3,755.00
12/18/2007	Post Heights	Installed ramp.	\$26,962.00

12/19/2007	Post Riverside	Installed accessible routes.	\$6,647.00
12/21/2007	Post Hyde Park	Installed curb cuts and accessible hardware on doors throughout the property.	\$53,742.48
12/22/2007	Post Ballantyne	Installed accessible routes.	\$19,938.60
12/22/2007	Post Crossing	Installed accessible route.	\$3,250.00
12/22/2007	Post Gateway Place	Installed accessible routes at property.	\$8,101.00
12/22/2007	Post Park at Phillips Place	Installed accessible routes.	\$34,778.30
12/22/2007	Post Parkside (Orlando)	Removed wall to improve accessibility.	\$1,938.37
12/22/2007	Post Stratford	Installed accessible routes on property and common area accessibility improvements.	\$3,055.00
12/22/2007	Post Uptown Place	Installed accessible route.	\$4,980.00
1/15/2008	Post Abbey	Installed wiring for access control.	\$600.00
01/18/2008	Post Midtown Square	Installed accessible parking space.	\$910.00
1/28/2008	Post Coles Corner	Installed accessible routes.	\$20,968.37
01/31/2008	Post Rice Lofts	Supplies for accessibility improvements performed in-house.	\$103.01
02/2008	Post Abbey	Supplies for accessibility improvements performed in-house.	\$1,076.62
02/01/2008	Post Midtown Square	Relocated handicap signs.	\$910.00
2/07/2008	Post Coles Corner	Installed accessible bathrooms.	\$231.59
02/08/2008	Post Vintage	Install accessible alarm.	\$1,876.99
02/10/2008	Post Vineyard	Installed tele-entry system.	\$2,601.25
02/14/2008	Post Glen	Installed accessible hardware on doors.	\$600.00
02/22/2008	Post Uptown Village	Installed accessible routes at property, including extensive paver and concrete work.	\$209,202.95
02/29/2008	Post Rice Lofts	Install signage.	\$86.60
03/05/2008	Post Uptown Village	Site work for accessibility.	\$88,717.20
02/2007-04/2008	Post Peachtree Hills	Installed accessible parking spaces and curb stops.	\$9,934.00
4/15/2008	Post Coles Corner	Installed accessible parking space.	\$53.52
04/22/2008	Post Abbey	Installed handicap signage.	\$53.52
04/24/2008	Post Glen	Installed accessible trash area.	\$869.74

04/28/2008	Post Glen	Installed accessible hardware and corner guard in unit.	\$325.00
04/30/2008	Post Peachtree Hills	Purchased supplies for accessibility work performed in house.	\$109.77
05/02/2008	Post Vineyard	Removed and repaired walkway paving.	\$12,886.50
05/05/2008	Post Midtown Square	Installed accessible route to garden area at pool.	\$4,560.00
05/08/2008	Post Midtown Square	Installed accessible route to building.	\$4,560.00
05/12/2008	Post Glen	Installed accessible hardware on doors.	\$655.67
05/15/2008	Post Riverside	Installed knee protection devices at lavatory.	\$141.66
05/23/2008	Post Briarcliff	Installed handicap signage.	\$166.89
06/02/2008	Post Riverside	Installed grab bars in bathrooms.	\$350.00
6/03/2008	Post Riverside	Accessibility-related modifications to Princeton Hall kitchen.	\$1,730.00
06/10/2008	Post Riverside	Installed grab bars.	\$350.00
06/19/2008	Post Hyde Park	Replaced front door.	\$200.00
06/27/2008	Post Briarcliff	Site work for purposes of installing accessible route and accessible parking.	\$10,406.00
06/29/2008	Post Massachusetts Avenue	Installed automatic door opener in lobby.	\$5,625.00
06/30/2008	Post Briarcliff	Installed motion-activated light.	\$167.62
6/30/2008	Post Gardens	Installed cane detection devices.	\$440.00
7/2/2008	Post Gardens	Installed accessible bathroom in unit.	\$3,650.00
7/14/2008	Post Briarcliff	Installed accessible parking space.	\$300.00
07/16/2008	Post Glen	Removed existing sidewalk and create accessible ramp in two areas.	\$3,600.00
07/17/2008	Post Vintage	Installed automatic door opener.	\$850.00
07/22/2008	Post Parkside (Atlanta)	Replaced cabinets.	\$208.63
7/28/2008	Post Alexander	Installed grab bars.	\$175.00
07/28/2008	Post Rocky Point	Striped accessible routes.	\$1,131.00
07/31/2008	Post Oglethorpe	Installed handicapped grab bar.	\$175.00
08/04/2008	Post Alexander	Installed grab bars.	\$175.00
08/08/2008	Post Parkside (Atlanta)	Installed grab bars.	\$175.00

08/14/2008	Post Vineyard	Accessibility improvements at property.	\$11,625.00
8/21/2008	Post Briarcliff	Installed accessible route, accessible bathroom, accessible parking spaces.	\$7,465.00
8/27/2008	Post Parkside (Atlanta)	Installed grab bar.	\$175.00
09/06/2008	Post Riverside	Installed striping for accessible route.	\$80.00
9/11/2008	Post Midtown Square	Installed accessible shower.	\$3,900.00
09/15/2008	Post Riverside	Paint handicap symbol on parking space.	\$80.00
10/01/2008	Post Midtown Square	Installed accessible trash receptacle.	\$538.31
10/16/2008	Post Collier Hills	Installed accessible parking.	\$230.00
10/16/2008	Post Dunwoody	Installed grab bars.	\$700.00
10/18/2008	Post Crest	Installed handicap signage.	\$7,150.00
10/20/2008	Post Stratford	Installed accessible bathroom.	\$1,175.00
10/28/2008	Post Stratford	Relocated toilet in restroom for accessibility.	\$1,175.00
12/17/2008	Post Riverside	Installed handicap bars in master and guest bathrooms.	\$500.00
12/17/2008	Post Riverside	Installed accessible bathroom.	\$931.37
12/18/2008	Post Riverside	Installed accessible bathroom and handicap parking.	\$541.52
12/23/2008	Post Ridge	Installed accessible bathroom.	\$169.59
1/23/2009	Post Addison Circle	Installed handrails.	\$550.00
01/27/2009	Post Ridge	Installed accessible parking and other related improvements.	\$299.69
02/01/2009	Post Ridge	Installed accessible toilet.	\$217.26
02/10/2009	Post Renaissance	Installed accessible toilet.	\$322.26
02/24/2009	Post Uptown Village	Upgraded fitness center to improve accessibility.	\$900.00
02/25/2009	Post Briarcliff	Installed grab bars in bathroom.	\$450.00
03/11/2009	Post Briarcliff	Installed grab bars.	\$450.00
03/13/2009	Post Brookhaven	Installed grab bars in bathroom.	\$175.00
03/19/2009	Post Brookhaven	Installed grab bars.	\$175.00
03/25/2009	Post Riverside	Installed grab bars in bathroom.	\$350.00
03/31/2009	Post Ridge	Installed handrails.	\$958.07

04/01/2009	Post Riverside	Installed grab bars.	\$350.00
04/22/2009	Post Park at Phillips Place	Installed accessible hardware.	\$20,484.00
06/08/2009	Post Riverside	Installed grab bars in bathroom.	\$175.00
06/12/2009	Post Brookhaven	Installed door closer	\$27.99
06/15/2009	Post Riverside	Installed grab bars.	\$175.00
08/03/2009	Post Midtown Square	Installed automatic door openers.	\$6,392.10
08/18/2009	Post Riverside	Installed two grab bars in bathroom.	\$350.00
08/25/2009	Post Riverside	Installed grab bars.	\$350.00
09/09/2009	Post Brookhaven	Installed handicapped grab bars in bathroom.	\$175.00
09/17/2009	Post Brookhaven	Installed grab bars.	\$175.00
10/15/2009	Post Coles Corner	Demolished and framed breezeway entry to improve accessibility.	\$17,800.00
10/15/2009	Post Rice Lofts	Installed automatic door openers.	\$9,502.35
10/29/2009	Post Addison Circle	Reconstructed ramp.	\$17,800.00
11/02/2009	Post Crossing	Installed accessible hardware on doors.	\$6,493.00
11/12/2009	Post Riverside	Installed grab bars in bathroom.	\$175.00
11/12/2009	Post Riverside	Installed grab bars in bathroom.	\$175.00
11/12/2009	Post Riverside	Installed grab bars in bathroom.	\$175.00
11/30/2009	Post Park at Phillips Place	Installed exterior door.	\$253.27
12/02/2009	Post Midtown Square	Installed automatic door openers.	\$6,392.10
01/20/2010	Post Riverside	Installed grab bars.	\$100.00
01/26/2010	Post Briarcliff	Installed grab bars in bath area.	\$300.00
02/02/2010	Post Spring	Installed grab bars in bathroom.	\$350.00
02/11/2010	Post Spring	Installed grab bars.	\$700.00
02/12/2010	Post Briarcliff	Installed grab bars.	\$200.00
03/01/2010	Post Peachtree Hills	Site work to improve accessibility.	\$6,750.00
03/09/2010	Post Midtown Square	Purchased supplies for accessibility work performed in house.	\$116.15
03/16/2010	Post Brookhaven	Drainage work resulting from accessibility improvements.	\$12,000.00
04/06/2010	Post Riverside	Widen doorways.	\$225.00

04/20/2010	Post Crest	Installed grab bars in bathrooms.	\$600.00
05/20/2010	Post Crest	Installed of grab bar in bathroom.	\$175.00
06/17/2010	Post Briarcliff	Installed grab bars.	\$600.00
07/08/2010	Post Riverside	Installed accessible bathroom.	\$311.12
07/09/2010	Post Briarcliff	Installed grab bars.	\$600.00
07/21/2010	Post Riverside	Installed accessible bathroom.	\$663.52
08/25/2010	Post Briarcliff	Installed grab bars in bathroom.	\$400.00
09/13/2010	Post Briarcliff	Installed grab bars.	\$400.00
09/16/2010	Post Riverside	Installed adjustable accessible showerhead in bathroom.	\$250.00
09/21/2010	Post Crest	Installed grab bars in bathroom.	\$350.00
10/08/2010	Post Corners	Removed old door and installed new accessible door.	\$100.00
10/12/2010	Post Gardens	Installed accessible bathroom.	\$155.49
10/14/2010	Post Gardens	Installed accessible toilet.	\$155.49
10/14/2010	Post Riverside	Replaced showerhead for greater accessibility.	\$250.00
10/19/2010	Post Briarcliff	Installed grab bars in bath area.	\$800.00
11/02/2010	Post Riverside	Installed accessible bathroom.	\$1,393.51
11/05/2010	Post Riverside	Replaced appliances for accessibility purposes.	\$1393.51
11/15/2010	Post Corners	Replaced pavers around building.	\$5,000.00
11/16/2010	Post Briarcliff	Installed grab bars.	\$800.00
11/16/2010	Post Stratford	Installed grab bars in the bathroom.	\$350.00
11/23/2010	Post Riverside	Installed grab bars and handicap toilet seat in bathroom.	\$695.00
11/24/2010	Post Glen	Installed accessible toilet in unit.	\$200.00
11/24/2010	Post Riverside	Installed accessible toilets with pressure assist flush at 3 locations.	\$1,125.00
11/30/2010	Post Stratford	Installed accessible grab bars.	\$600.00
12/01/2010	Post Stratford	Installed grab bars.	\$350.00
12/09/2010	Post Briarcliff	Installed grab bars in bathroom.	\$200.00
12/20/2010	Post Briarcliff	Installed grab bars.	\$200.00

01/06/2011	Post Briarcliff	Installed grab bars in bathroom.	\$400.00
01/21/2011	Post Briarcliff	Installed grab bars.	\$400.00
01/26/2011	Post Glen	Installed grab bars.	\$200.00
02/04/2011	Post Crossing	Installed grab bars in bathroom.	\$400.00
02/10/2011	Post Crossing	Installed grab bars.	\$400.00
03/01/2011	Post Alexander	Concrete work to create accessible route.	\$1,200.00
03/28/2011	Post Riverside	Installed accessible door hardware.	\$470.36
01/2011 - 05/2011	Post Crest	Installed accessible hardware at door.	\$1,200.77
01/2011 - 05/2011	Post Crest	Installed handicap accessible parking space, curb cuts, and handicap ramp.	\$15,500.00
05/12/2011	Post Corners	Installed handicap shower.	\$4,600.00
05/23/2011	Post Fallsgrrove	Installed handrails.	\$352.00
06/09/2011	Post Riverside	Installed accessible parking spaces at Princeton Building.	\$375.00
06/09/2011	Post Riverside	Installed accessible parking spaces at Pittman Building.	\$1,475.00
06/20/2011	Post Fallsgrrove	Installed handicap ramp in front of building.	\$2,250.00
06/24/2011	Post Uptown Village	Installed curb ramp.	\$4,864.00
07/05/2011	Post Riverside	Installed accessible ramp.	\$4,864.00
07/13/2011	Post Gardens	Installed accessible toilet.	\$75.32
07/14/2011	Post Uptown Village	Removed pedestrian gate.	\$784.73
07/20/2011	Post Riverside	Installed grab bars in bathroom.	\$350.00
08/01/2011	Post Riverside	Installed grab bars.	\$350.00
08/16/2011	Post Lindbergh	Replaced door entry and jamb with new door.	\$650.00
8/29/2011	Post Alexander	Installed accessible route, including paver repair and renovation.	\$5,966.50
08/31/2011	Post Riverside	Installed accessible soap fixture in bathroom.	\$50.00
9/13/2011	Post Crest	Installed handicapped grab bar in bathroom.	\$175.00

9/16/2011	Post Crest	Installed handicapped grab bar in bathroom.	\$175.00
09/26/2011	Post Riverside	Installed grab bars.	\$175.00
10/03/2011	Post Riverside	Installed grab bars.	\$175.00
10/10/2011	Post Crest	Installed grab bars.	\$350.00
10/21/2011	Post Gardens	Installed lowpile carpets in unit for accessibility.	\$1572.32
10/26/2011	Post Gardens	Renovated dwelling unit for accessibility.	\$10,579.20
11/01/2011	Post Gardens	Installed accessible vanity in restroom.	\$770.00
11/22/2011	Post Park at Phillips Place	Installed accessible shower.	\$468.68
12/2011	Post Park at Phillips Place	Installed accessible bathroom.	\$6,779.52
12/13/2011	Post Park at Phillips Place	Renovation to dwelling unit for accessibility.	\$6,610.84
12/16/2011	Post Park at Phillips Place	Installed accessible bathroom.	\$7,178.00
12/18/2011	Post Massachusetts Avenue	Installed handicap grab bars in bathroom.	\$290.00
12/21/2011	Post Parkside (Orlando)	Installed handicap bar.	\$230.00
12/27/2011	Post Gateway Place	Renovated dwelling unit for accessibility.	\$9,751.00
12/27/2011	Post Gateway Place	Installed handrails and ramps.	\$21,456.00
12/27/2011	Post Gateway Place	Site work for accessibility.	\$44,540.94
1/12/2012	Post Ballantyne	Installed accessible bathroom.	\$1,889.53
01/18/2012	Post Riverside	Installed handrails.	\$200.00
03/16/2012	Post Renaissance	Repair work associated with installation of accessible bathroom.	\$1,800.00
03/27/2012	Post Renaissance	Installed accessible shower.	\$1,800.00
04/10/2012	Post Gardens	Grab bar repair	\$30.00
04/12/2012	Post Riverside	Provided and installed materials for accessibility improvement.	\$450.00
05/03/2012	Post Stratford	Accessibility improvements in fitness center.	\$150.00
05/11/2012	Post Park at Phillips Place	Installed accessible bathroom in unit.	\$1,541.16
05/11/2012	Post Stratford	Installed grab bars.	\$150.00

06/04/2012	Post Crest	Installed grab bars in bathroom.	\$350.00
07/19/2012	Post Briarcliff	Replaced cabinets.	\$425.00
07/19/2012	Post Stratford	Replace cabinets in unit kitchen.	\$425.00
08/06/2012	Post Riverside	Installed toilet with accessible (power-assist) features.	\$350.00
08/23/2012	Post Riverside	Installed accessible toilet in dwelling unit.	\$350.00
08/30/2012	Post Riverside	Installed grab bars and accessible shelving.	\$740.00
09/05/2012	Post Parkside (Orlando)	Installed baseboards.	\$1,435.00
09/17/2012	Post Spring	Installed grab bars in bathroom.	\$350.00
09/19/2012	Post Gardens	Relocate grab bars.	\$105.00
09/26/2012	Post Gardens	Installed grab bars in unit.	\$150.00
09/26/2012	Post Spring	Installed grab bars in bathroom.	\$350.00
10/15/2012	Post Crest	Installed grab bars.	\$145.02
11/01/2012	Post Gardens	Installed grab bars.	\$150.00
11/16/2012	Post Riverside	Installed accessible fixtures and toilet in restroom.	\$1,775.00
11/20/2012	Post Alexander	Replaced pavers to create accessible route.	\$5,966.50
11/20/2012	Post Alexander	Installed accessible fixture at sink in bathroom.	\$990.00
12/01/2012	Post Luminaria	Facade repair following installation of automatic door opener at entrance.	\$1,321.25
12/2012	Post Parkside (Orlando)	Installed accessible flooring	\$1,944.00
12/07/2012	Post Collier Hills	Installed accessible toilet in dwelling unit.	\$400.00
12/12/2012	Post Gateway Place	Installed grab bars.	\$357.86
12/14/2012	Post Riverside	Installed accessible toilet.	\$450.00
12/20/2012	Post Parkside (Orlando)	Installed grab bars.	\$150.00
12/21/2012	Post Park at Phillips Place	Installed hand rails.	\$486.93
01/28/2013	Post Gateway Place	Installed grab bars.	\$438.62
01/28/2013	Post Stratford	Installed grab bars.	\$300.00
03/01/2013	Post Stratford	Installed grab bars.	\$500.00
03/13/2013	Post Riverside	Purchased supplies for accessibility work performed in house.	\$137.97

04/01/2013	Post Uptown Place	Installed handicap bars.	\$486.33
04/10/2013	Post Riverside	Installed ramp to entrance.	\$1,400.00
05/10/2013	Post Riverside	Installed grab bar.	\$125.00
05/17/2013	Post Gateway Place	Installed accessible toilet.	\$569.72
06/03/2013	Post Riverside	Replace handicap ramp.	\$675.00
06/21/2013	Post Briarcliff	Installed grab bars.	\$1,200.00
07/15/2013	Post Gateway Place	Installed power assist access.	\$7,228.00
09/06/2013	Post Parkside (Orlando)	Installed grab bars.	\$400.00
09/06/2013	Post Riverside	Installed accessible toilet.	\$450.00
09/11/2013	Post Riverside	Installed accessible parking space.	\$916.67
12/03/2017	Post Uptown Village	Replaced cabinets at vanities to increase accessibility in unit bathrooms.	\$5,950.00

APPENDIX F

NOTICE FOR ACCESSIBILITY FUND

The federal Fair Housing Act requires that ground floor units in non-elevator multifamily buildings and that all units in elevator multifamily buildings built for first occupancy after 1991 have certain accessible features for people with disabilities. Your property is covered by the Fair Housing Act's accessibility requirements.

As a result of the settlement of a lawsuit between the United States Department of Justice and the designers and builders of your apartment complex ("Defendants"), the Defendants have set aside \$25,000 to pay for modifications to improve the accessibility of certain properties, including yours, at issue in the lawsuit. You are eligible to request, at no expense to you, funds to perform the following modifications to apartment complex, which are intended to improve accessibility.

- Widening doorways to bedrooms, bathrooms, walk-in closets, or other spaces, so that they have a minimum 32" clear opening;
- Reversing the swing-direction of doors in bathrooms where the in-swing of the door encroaches on the 30"x48" clear floor space needed in the bathroom for a wheelchair user to close the door after entering;
- Modifying thresholds at front entries so that they are no higher than ¼" without a bevel or ½" with a bevel;
- Modifying cabinets under the sink in the kitchen and/or at the lavatory in the bathroom with a type that could easily be removable to create at 30"x48" clear maneuvering space for someone using a wheelchair to roll under the sink or lavatory. This modification would include any necessary floor finishing and insulation of pipes;
- Installing an offset flange to bathroom toilets to increase clear maneuvering space needed to transfer to and from the toilet;
- Replacing refrigerators with shallow/cabinet depth models where such replacement would increase maneuvering space in the kitchen where there is less than 40" between the refrigerator and opposing counter in a galley-style kitchen, or where there is less than a 60" clear turning space in a u-shaped-style kitchen; or
- Lowering switches and thermostats so that they are 48" or lower above the finished floor, or raising outlets so that they are 15" or higher above the finished floor.

Requests for modifications must be submitted within 30 days from the date of this notice (by [date]) to [Neutral Inspector contact name and information]. Please include your name; your address, the property name, the specific modification(s) requested; the anticipated costs of the modification(s), if known; and a signed certification "under penalty of perjury" that any funds received will be used for the modification(s) requested. You will be informed of whether funding will be allocated for your request, and any reporting obligations if you accept such funds, within a reasonable time after the request submission deadline. The United States reserves its right to seek documentation confirming that the funds have been used for the modification(s) requested.

APPENDIX G
RELEASE OF CLAIMS

In consideration of and contingent upon the payment of the sum of \$ _____, pursuant to the Settlement Agreement entered into by the Parties in United States v. MAA, et al., Civil Action No. 1:10-cv-01866-RJL (D.D.C.), I hereby release and forever discharge the Defendants named in this action from any and all liability for any claims, legal or equitable, set forth or which could have been set forth in the Complaint in this action, as of the effective date of that Settlement Agreement. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

NAME (printed): _____

SIGNATURE: _____

DATE: _____

APPENDIX H SAMPLE RETROFIT PLAN: POST ABBEY

Post Abbey Retrofit Plan page 1 of 3

POST ABBEY RETROFIT PLAN AND CHECKLIST

Elevator Building, 34 Covered Units

2525 Worthington
Dallas, TX

POLICY/LEASE ITEMS

- ___ Reassign mailboxes as required for tenants who request lower units.
- ___ Set aside 2 double garages (closest one to the street) for tenants using a wheelchair or other mobility assistance device. Garages may be used by others in the interim (see map).
- ___ Provide valet trash service. (Alternate: provide hold open at 2nd floor trash rooms, both sides).

ACCESSIBLE ROUTES

- ___ Rework route surfaces at designated route (see map) so that cross slopes are 3.0% or less.
- ___ Install power door operator at door to north lobby & elevator (see map).
- ___ Install power door operator at door to south lobby & elevator (see map).
- ___ Install platform lift to roof terrace. Unit rated for 700 lbs. and capable of independent operation by tenant. Minimum platform size 36x48 inches (comply with ANSI 2003).

COMMON AREAS

- ___ Re-stripe parking. Indicate one accessible space at north side of parking entry area (see map).
- ___ Re-stripe parking. Indicate one accessible space at south side of parking entry area (see map).
- ___ Enlarge fitness restroom (see map). Include:
 - ___ Clear space and grab bars at toilet.
 - ___ Clear space, front approach and knee space at lavatory with mirror above at 40"
 - ___ 34 or 36" wide door with required approach space on both sides, lever privacy lock.

DWELLING UNITS

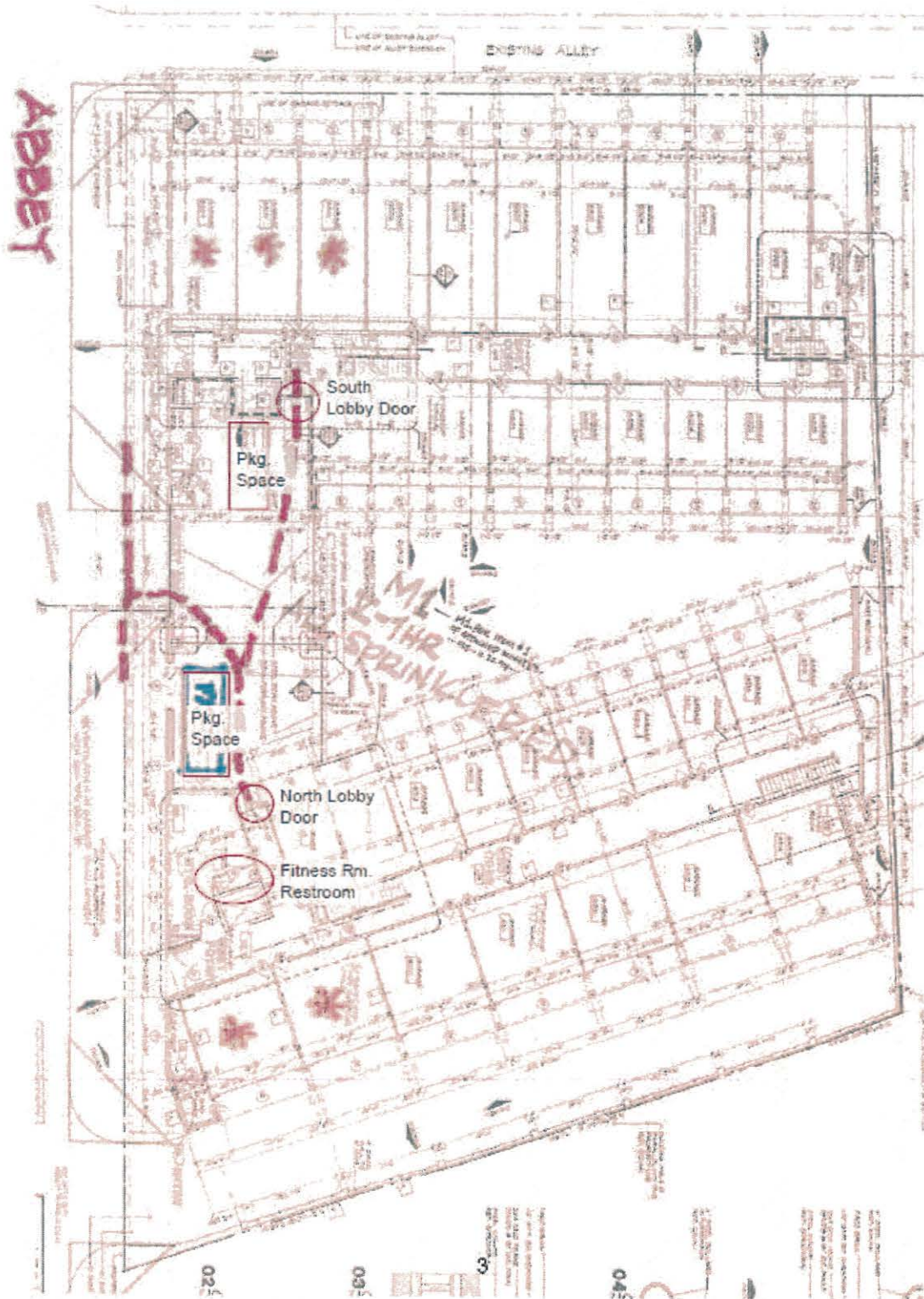
- ___ Retrofit two (2) one bedroom/one bath units: Unit 305* (Type Z1A - confirm) and Unit 217 (Type A4).
- ___ Retrofit two (2) one bedroom/one bath with study units: Unit 201 (Type A2.1) and Unit 214* (Type A3).
- ___ Retrofit one (1) one bedroom/one-1/2 bath with study unit: Unit 205 (Type A5).
- ___ Retrofit one (1) two bedroom/two bath: Unit 301* (Type B1).
- ___ Retrofit one (1) two bedroom/two bath with study unit: Unit 310* (Type B3).

See attached chart for proposed work at unit types.

* by a unit number indicates that other units of the same type may be substituted for the listed unit number.

CHART OF WORK BY UNIT TYPE: POST ABBEY

Unit Type	Widen Doors	Infill pantry to make depth 24" or less	Add swing clear hinges	Rem. Cabinet at Kitch Sink	Rem Cabinet at Bath Lav	Beveled threshold/M at at balcony	Swing bath door out	Install offset flange at toilet to maximize clear space at 18" dimension
Z1A	Bathroom, Laundry	Yes	Balcony	Yes	Yes	Yes		
A2.1	Bathroom, WIC		Balcony		Yes		Yes	Yes
A3	Bathroom, Laundry		Balcony	Yes		Yes		
A4	Bathroom, Nook			Yes	Yes			Yes
A5	Bathroom			Yes			Yes	Yes
B1	WIC		Balcony					
B3	WIC			Yes				Yes



APPENDIX I
RESERVED FOR THE FINAL RETROFIT PLANS, FINAL SCOPES OF WORK, AND
FINAL PROPERTY BUDGETS, WHICH SHALL BE INCLUDED AS A SUPPLEMENT
TO THIS AGREEMENT

APPENDIX J
NOTICE TO AFFECTED RESIDENTS

Dear Resident:

After a recent inspection of some of the buildings on this property, it has come to our attention that we need to make modifications to your unit to improve accessibility. The specific modifications to your unit are listed below [to be modified based upon actual work to be performed]:

[Example listing below]

- We will lower all light switches to a maximum height of 48 inches above the floor.
- We will move the toilet in the hall bathroom two inches to the left (towards the tub and away from the vanity).
- We will replace the faucets in the bathrooms and kitchen.

The modifications listed above should take approximately [Insert estimated time] to complete and we would like to schedule this work with you in advance. In the unforeseen circumstance that there are complications with this work that cause you to lose use of your unit for an extended period of time, we will provide accommodations for you.

All of these improvements and any accommodations necessary will be provided at our cost.

Thank you.

APPENDIX K

As set forth in paragraph 20 of the Settlement Agreement, the Parties agree to the following caps on the fees and expenses to be paid by MAA to the Neutral Planner and Neutral Inspector:

The Planner Cap shall be \$150,000, and the Inspector Cap shall be \$450,000.