

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 19-cv-02769-SKC

UNITED STATES OF AMERICA,

Plaintiff,

v.

PR III/BROADSTONE BLAKE STREET, LLC,
ALLIANCE COLORADO BUILDERS, LLC, a/k/a Alliance Residential Builders, LLC,

Defendants,

and

SHF II BATTERY ON BLAKE STREET OWNER, LLC,

Rule 19 Defendant.

CONSENT ORDER

I. INTRODUCTION

1. The United States initiated this action on September 26, 2019, to enforce provisions of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601–3619, on behalf of the Denver Metro Fair Housing Center pursuant to 42 U.S.C. § 3612(o).¹ Specifically, the United States’ Complaint alleges

¹ Denver Metro Fair Housing Center filed an administrative complaint with the United States Department of Housing and Urban Development (“HUD”), HUD Case Number 08-16-4128-8, alleging that Defendants have taken actions that violate the Fair Housing Act (“FHA”), 42 U.S.C. § 3601, et seq. On November 1, 2018, pursuant to 42 U.S.C. § 3610(g)(2)(A), HUD issued a Charge Of Discrimination against Defendants and another party for engaging in discriminatory housing practices in violation of Sections 3604(f)(1), 3604(f)(2), 3604(f)(3)(A) and 3604(f)(3)(B) of the FHA. On November 8, 2018, the Complainant, through its legal representative, elected to have the claims asserted in the Charge of Discrimination litigated in a civil action. 42 U.S.C. § 3612(o).

that Defendants PR III/Broadstone Blake Street, LLC and Alliance Colorado Builders, LLC, aka Alliance Residential Builders, LLC (collectively, “the FHA Defendants”) discriminated against persons with disabilities by failing to design and construct The Battery on Blake Street (“Battery”) with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C).

A. Defendants

2. FHA Defendant PR III/Broadstone Blake Street, LLC is a Delaware LLC. It was the developer of the Battery and was the owner at the time of the Battery’s construction, and therefore was involved in the design and construction of the Battery. On or about June 15, 2016, PR III/Broadstone Blake Street, LLC sold the Battery to SHF II Battery on Blake Street Owner.
3. FHA Defendant Alliance Colorado Builders, LLC is an Arizona LLC and was the builder of the Battery and was thus involved in the design and construction of the Battery on Blake Street.
4. Rule 19 Defendant SHF II Battery on Blake Street Owner, LLC is a Delaware LLC and is the current owner of the Battery. As the current owner of the Battery, SHF II Battery on Blake Street Owner is a necessary party under Fed. R. Civ. P. 19 in whose absence complete relief cannot be afforded to the United States.

B. Relevant Requirements of the Fair Housing Act

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

6. The accessible and adaptive design provisions of the FHA require that for covered multifamily dwellings: (i) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (ii) all the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings contain the following features of adaptive design: (I) an accessible route into and through the dwelling; (II) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (III) reinforcements in bathroom walls to allow later installation of grab bars; and (IV) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C). These features are referred to herein as the “Accessible Design Requirements.”
7. For the purposes of this Consent Order, the Parties agree that the Battery was designed and constructed for first occupancy after March 13, 1991, and therefore all the units in the Battery are “covered multifamily dwellings” within the meaning of the FHA, 42 U.S.C. §§ 3604(f)(7)(A) and (B). As such, those units and the public and common use areas, including the accessible pedestrian routes, at the Battery must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

C. Subject Property

8. The Battery is located at 2120 Blake Street in Denver, Colorado, across from Coors Field. It is a six-story multifamily apartment complex of 164 units with 13 different unit types consisting of studio apartments and one and two-bedroom units. The building also has various storage spaces for residents to rent. The Battery has the following public and common-use spaces: a

lobby with seating, leasing office, toilet rooms accessible from the lobby, mail room, resident lounge and kitchen, fitness center, two-lane bowling alley, billiards lounge, conference room, courtyard, swimming pool/hot tub area, rooftop lounge, trash chute rooms, and resident and future resident parking. The Battery has elevators that provide access to all dwelling units.

D. Consent of the Parties to this Order

9. The FHA Defendants agree to address the design elements that the United States alleges are not in compliance with the Accessible Design Requirements of the FHA, as set forth herein.
10. The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 12188(b)(1)(B). The Parties further agree that this matter should be resolved without further proceedings and without an evidentiary hearing or trial or determination on the merits.
11. As indicated by the signatures appearing below, the Parties have agreed to the entry of this Consent Order, but the Defendants do not admit either that the Battery has any accessibility deficiencies or that they are liable for any such alleged deficiencies to the extent they exist, and expressly deny the same.

Based on the Court's review of the record and with the agreement of the Parties, the Court orders as follows:

II. GENERAL INJUNCTION

12. The FHA Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. §§ 3604(f)(1)–(3).

13. Rule 19 Defendant SHF II Battery on Blake Street Owner and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with it, are enjoined from interfering or preventing the retrofitting ordered herein or the implementation or completion of this Consent Order. SHF II Battery on Blake Street Owner agrees to allow access to the public and common use areas of the Battery and access to unit interiors at the Battery for the purpose of planning, evaluating, and performing any action required under this Consent Order to bring the public and common use areas and the unit interiors into compliance with the FHA and the Fair Housing Accessibility Guidelines (“FHA Guidelines”) (56 Fed. Reg. 9472 *et seq.* (1991)) and for the purpose of interviewing or meeting with residents or tenants to aid in the implementation or completion of this Consent Order.

III. RETROFITS AT THE BATTERY

14. The United States, as set forth herein and in its Complaint, alleges that the Battery does not meet the accessibility requirements of the FHA and the FHA Guidelines. To address the United States’ allegations, the FHA Defendants, in accordance with the FHA and the FHA Guidelines, shall complete the actions and retrofits described in this Section and in Appendices A.1 and A.2, separately agreed to by the United States and the FHA Defendants.

15. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this Consent Order, the FHA Defendants will complete the retrofits identified in Appendix A.2 (public and common use areas) in compliance with the FHA and the FHA Guidelines. As soon as reasonably possible, but no later than twelve (12) months from the entry of this Consent Order, the FHA Defendants will procure and provide materials needed for retrofits (fold-down grab bars and rubber ramps) identified in items 3, 4, 6, 8, 10, 11, 12, 13, 14 and 16 of Appendix

A.1 to the Rule 19 Defendant to be installed by the Rule 19 Defendant upon the request of a resident as an accommodation for a person with a disability. As soon as reasonably possible, but by no later than thirty-six (36) months from the entry of this Consent Order, the FHA Defendants will complete the retrofits (other than those items in Appendix A.1 that are solely on request) identified in Appendix A.1 (unit interiors) in compliance with the FHA and the FHA Guidelines.

16. Within forty-five (45) days of the date of the entry of this Consent Order, the Rule 19 Defendant will provide a notice that is substantially equivalent to Appendix B to residents at the Battery. The notice will inform residents that: (1) the United States alleges that the units and public and common use areas do not meet the requirements of the FHA and the FHA Guidelines, and that to settle this lawsuit, the FHA Defendants have agreed to perform certain retrofits to the dwelling units; (2) the retrofits are available to residents with disabilities on request; (3) the residents can schedule the retrofits; (4) the retrofits will be performed at no cost to the residents; and (5) as necessary, temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate, will be provided to the residents for temporary relocation expenses incurred by the tenant, as required by Section IV of this Consent Order. In addition, the Rule 19 Defendant will provide a notice that is substantially equivalent to Appendix B to any prospective resident who visits the Battery, and will post a notice that is substantially equivalent to Appendix B on the Battery's public-facing website linked from the "Home" webpage or in the "FAQ" webpage.
17. Residents may request in writing that the retrofits described in Paragraph 15, above, be scheduled, and the requests will be granted by the FHA Defendants on a first-come, first-served

basis. The FHA Defendants must complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first-come, first-served basis.

18. Within forty-five (45) days of the entry of this Consent Order, the Rule 19 Defendant will provide written notice to all residents at the Battery stating that the retrofits required by this Order will be performed to the public and common use areas of the Battery, which include unit entrances and accessible routes. Such notices will conform to Appendix C. The Rule 19 Defendant will certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.
19. The Rule 19 Defendant SHF II Battery on Blake Street Owner, LLC further agrees that for the duration of this Consent Order:
 - a) it will maintain in working order a lift to give access to the pool to persons with mobility impairments;
 - b) it will replace any shower door and/or door frame with a shower curtain and rod upon request by a tenant as an accommodation for a person with a disability;
 - c) it will install fold-down grab bars in bathrooms next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet, upon request by a tenant as an accommodation for a person with a disability;
 - d) it will install rubber ramps over thresholds to the balcony upon request by a tenant as an accommodation for a person with a disability; and
 - e) it will provide an accessible mailbox (less than 54 inches from the finished floor for side reach and less than 48 inches from the finished floor for forward reach) upon request by

any tenant as an accommodation for a person with a disability.

IV. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING UNIT INTERIORS

20. The FHA Defendants will endeavor to minimize inconvenience to residents in scheduling and performing retrofits at the Battery, as required by this Consent Order.
21. The FHA Defendants shall pay any resident of a unit scheduled to undergo a retrofit described in items 1, 2, 5, 7, 9, or 15 of Appendix A.1 the applicable government per diem rate for food and lodging for the local area (as available at www.gsa.gov – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment will be made prior to the commencement of any retrofit work on the resident’s unit, so that the resident can use the money to obtain alternative living accommodations and food while dislocated.

V. NEUTRAL INSPECTOR

22. The FHA Defendants will enter into a contract with one or more neutral inspector(s) approved by the United States (“Inspector”) to conduct on-site inspections of the retrofits that have been performed under this Consent Order, including any modifications or retrofits completed on an as-requested basis, to determine whether the retrofits have been completed in accordance with the specifications in Appendices A.1 and A.2. The Inspector will have expertise in the Accessible Design Requirements of the FHA, the requirements of the FHA Guidelines, and the American National Standards Institute (“ANSI”), A117.1-1986.
23. An inspection will take place within thirty (30) days of the completion of the public and common use retrofits as set forth in Appendix A.2, or as soon thereafter as practicable. An inspection will take place within thirty (30) days of the completion of all of the unit interior

retrofits as set forth in Appendix A.1 (except those that are to be completed solely on an as-requested basis), or as soon thereafter as practicable. An inspection will take place six (6) months preceding the expiration of this Consent Order of all as-requested modifications or retrofits not previously inspected. The FHA Defendants will give the United States at least three (3) weeks' notice of the inspections and will give the United States an opportunity to have its representative present for the inspection.

24. The inspections will be conducted by the Inspector in accordance with this Consent Order and Appendices A.1 and A.2.

25. The Inspector will set out the results of each inspection of the Battery, including deficits, if any, in writing and will send that report to counsel for the FHA Defendants, for Rule 19 Defendant SHF II Battery on Blake Street Owner, LLC, and for the United States. The Inspector will take digital photographs of any deficiencies identified at the Battery. If the inspection indicates that not all the required retrofits have been made as specified in Appendices A.1 and A.2, the FHA Defendants will correct any deficiencies within sixty (60) days and will pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process will continue until the Inspector certifies that all the necessary retrofits have been made. The FHA Defendants will pay all of the Inspector's reasonable costs associated with these inspections of the Battery, and such payments will be made without regard to the Inspector's findings. Upon reasonable notice to the FHA Defendants and the Rule 19 Defendant, representatives of the United States will be permitted to inspect the retrofits made by the FHA Defendants in accordance with this Consent Order to ensure compliance, provided, however, that the United States will endeavor to minimize any inconvenience caused

by such inspections.

VI. TRANSFER OF INTEREST IN SUBJECT PROPERTIES

26. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of the Battery shall not affect the FHA Defendants' continuing obligation to retrofit the Battery as specified in this Consent Order. Should Rule 19 Defendant SHF II Battery on Blake Street Owner sell or transfer ownership of the Battery, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in Section III of this Order, SHF II Battery on Blake Street Owner will at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that the Battery is subject to this Order, including a new owner's obligation to cooperate with retrofits and other obligations of the consent order and the FHA Defendants' obligations to complete required retrofit work and to allow inspections, along with a copy of this Order; and (b) provide to the United States, by e-mail and first-class mail, a copy of such notice. So long as a prospective buyer acknowledges and agrees to adhere to any obligations created under this Agreement, the United States shall take no position on any potential sale or transfer of interest of the Battery.

VII. NO RAISING RENT PRICES

27. Rule 19 Defendant SHF II Battery on Blake Street Owner, or their agents and affiliated companies, may not raise the rent price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at the Battery, solely because of contemplated or completed retrofits in a dwelling unit, accessible route, or public or common use area. Usual and customary changes in rental rates that are dependent on market forces and the usual and customary practices of the owner are permitted.

VIII. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

28. During the term of this Consent Order, FHA Defendants PR III/Broadstone Blake Street, LLC and Alliance Colorado Builders, LLC will maintain, and provide to the United States, the following information and statements regarding the commencement of covered multifamily dwellings intended to be, or which actually are, developed, built, designed, constructed, or engineered in whole or in part, by any FHA Defendant or by any entities in which any FHA Defendant has a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share:

- a) the name and address of the property;
- b) a description of the property and the individual units;
- c) the name, address, and telephone number of the civil engineer(s) involved with the project;
- d) a statement from the civil engineer(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of: the FHA, 42 U.S.C. § 3604 (f)(3)(C); the FHA Guidelines; the ADA, 42 U.S.C. § 12183(a)(1); the 2010 ADA Standards for Accessible Design (“2010 ADA Standards”); and the field of accessible site design, certifying that he/she has reviewed the engineering documents for the project and that, the best of his or her knowledge after reasonable investigation, the design specifications therein fully comply with the requirements of the Fair Housing Act, the ADA, and the 2010 ADA Standards, where applicable;
- e) a statement from the architect(s) of record involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of: the FHA, 42 U.S.C. § 3604 (f)(3)(C); the FHA Guidelines; the ADA, 42 U.S.C.

§ 12183(a)(1); the 2010 ADA Standards; and the field of accessible site design, certifying that he/she has reviewed the architectural plans for the project and that, the best of his or her knowledge after reasonable investigation, the design specifications therein fully comply with the requirements of the Fair Housing Act, the ADA, and the 2010 ADA Standards, where applicable;

- f) If the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, the FHA Defendants PR III/Broadstone Blake Street, LLC and Alliance Colorado Builders, LLC will obtain, maintain, and provide to the United States upon request, a statement from the civil engineer(s) or architect(s) involved with the property that, to the best of his or her knowledge after reasonable investigation, all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act, the ADA, and the 2010 ADA Standards, where applicable; and
- g) Such information and statements need to be maintained and/or provided only on properties in which an FHA Defendant is actually involved, not on those properties in which an FHA Defendant bids or expresses an interest, but does not become finally involved.

29. The FHA Defendants will take all actions to make any future construction fully compliant with the Fair Housing Act, the ADA, and the 2010 ADA Standards, where applicable.

IX. PAYMENTS TO DENVER METRO FAIR HOUSING CENTER

30. Within sixty (60) days of the entry of this Consent Order, Defendants shall pay HUD Complainant Denver Metro Fair Housing Center the total sum of Five Thousand Dollars (\$5,000) for alleged diversion of resources and frustration of mission allegedly caused by the

FHA Defendants.

X. EDUCATIONAL PROGRAM

31. Within thirty (30) days of the entry of this Consent Order, the FHA Defendants will provide a copy of this Order to all their agents and employees involved in the design or construction of the Battery or in the planning or development of other covered multifamily properties and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, or has had it explained to him or her, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix D.
32. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment relationship with an FHA Defendant, each new agent or employee involved in the design and construction of any covered multifamily properties will be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, or has had it explained to him or her, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix D.
33. The FHA Defendants will also ensure that they and their employees and agents who have primary management authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991), and the United States Department of Housing and Urban Development, *Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act*, (Rev. April 1998).

34. Within ninety (90) days of the date of entry of this Consent Order, the FHA Defendants and all their employees and agents whose duties, in whole or in part, involve or will involve primary management authority over the development, design, and/or construction of multifamily dwellings will undergo training on the design and construction requirements of the FHA. The training will be conducted by a qualified individual unconnected to the FHA Defendants or the FHA Defendants' attorneys who has been approved by the United States in advance of the training, and any expenses associated with this training will be borne by the FHA Defendants. The FHA Defendants will provide to the United States, within thirty (30) days after the training, copies of the training outlines and any materials distributed by the trainers, in addition to certifications executed by all of the FHA Defendants and covered employees and agents confirming their attendance in a form substantially equivalent to Appendix E. The FHA Defendants represent that they have attended such course pre-approved by the United States, and have provided the required materials and certifications to the United States, prior to the execution of this Consent Order. The parties agree that these representations are sufficient for satisfaction of this term of this Consent Order.

XI. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS

35. In addition to all other reporting required herein, within one hundred eighty (180) days after the entry date of this Consent Order, the FHA Defendants will submit to the United States an initial report concerning the requirements of Paragraphs 31-34. 180 days after the entry date of this Consent Order, and on a semi-annual basis during the term of this Consent Order, the FHA Defendants and Rule 19 Defendant will submit to the United States a report detailing compliance with the requirements of Sections III–V. In addition, each year on the anniversary

of the entry of this Order, the FHA Defendants will submit to the United States a report concerning the requirements in Paragraphs 28 and 29 concerning the future design and construction, and containing the signed statements of new employees and agents that, in accordance with Paragraph 32 of this Consent Order, they have received and read the Consent Order and have had an opportunity to have questions about the Order answered, except that the last compliance report will be due sixty (60) days prior to the expiration of the Consent Order.

36. During the term of this Consent Order, the FHA Defendants will advise the United States, in writing, within fifteen (15) days of receiving notice of any design and construction fair housing complaint, written or otherwise, against any property at which FHA Defendants' employees or agents are working. Upon reasonable notice, the FHA Defendants will also provide the United States all information it may request concerning any such complaint. The FHA Defendants will also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

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

inspections.

XII. TERMINATION OF LITIGATION HOLD

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

XIII. DURATION AND TERM

39. This Consent Order will remain in effect for four (4) years after the date of its entry or until all of the actions required of the FHA Defendants herein are completed, whichever is later. If the actions required by this Order are not completed within four (4) years, the FHA Defendants shall submit, on the fourth anniversary of the entry of this Order, a report to the Court and the United States describing the unmet obligations and their projected completion date(s). The FHA Defendants shall submit a similar report to the Court and the United States every six (6) months thereafter until all unmet obligations are completed, at which point the FHA Defendants shall submit a report certifying that all obligations have been fulfilled. The Consent Order will expire sixty (60) days after the final report is filed with the Court.

XIV. TIME FOR PERFORMANCE

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

SO ORDERED.

DATED: September 11, 2020

BY THE COURT:



S. Kato Crews
U.S. Magistrate Judge

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APPENDIX A.1

UNIT INTERIOR RETROFITS AT THE BATTERY ON BLAKE STREET

NOTE: The proposed retrofits for dwelling unit interiors are based on the condition observed in the inspected units. It is assumed that the deficiencies found in the inspected units are typical and occur in all units of the same type. The proposed retrofits are therefore assumed to be applicable to those other units.

Ref.	Element	Condition	Requirement	Photo	Proposed Retrofit
Unit Type 01S0 (A1); Studio 1BA					
1	Bathroom - shower	35" wide x 33 1/2" deep	36" wide minimum x 36" deep minimum	60, 78-81	Add a curb to the shower pan and relocate the glass door assembly to be flush with the side wall to create a compartment that is no less than 35" x 35" on request or as turned. Rule 19 Defendant will remove door assembly and replace with a shower curtain on request.
Unit Type 0SL1 (B1a); Studio 1BA					
Note: This is a loft unit in an elevator building. The lower level (entrance level) is therefore covered by the Guidelines.					
2	Bathroom - shower	34 1/2" - 36" wide x 33 1/2" deep	36" wide minimum x 36" deep minimum	543, sim. 78-81	Reconstruct shower so that usable shower stall is 36" wide and 36" deep on request. Rule 19 Defendant will remove door assembly and replace with a shower curtain on request.
3	Patio door threshold (Unit 109) - interior side	1 5/8" high, no bevel	Flush; or 1/4" high max.; or 3/4" high max. beveled at 1:2	560-562	Install a rubber threshold ramp that provides a 3/4" max. high level change and a bevel no steeper than 1:2 on request.
Unit Type 0SL1 (B1b); Studio 1BA; Inspected Units – 615, 624, and 620					
Note: This is a loft unit in an elevator building. The lower level (entrance level) is covered by the Guidelines.					

Ref.	Element	Condition	Requirement	Photo	Proposed Retrofit
4	Bathroom - clearance at the toilet	31 1/2" wide from the side wall to the lavatory countertop	33" min.	400-402	Install fold-down grab bars on the side-wall next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet on request.
5	Bathroom - shower	34 1/4" - 35" wide x 33 1/2" deep	36" wide minimum x 36" deep minimum	398, sim. 78-81	Reconstruct shower so that usable shower stall is 36" wide and 36" deep on request. Rule 19 Defendant will remove door assembly and replace with a shower curtain on request.
Unit Type 0SL1 (B1c); Studio 1BA					
Note: This is a loft unit in an elevator building. The lower level (entrance level) is therefore covered by the Guidelines.					
6	Bathroom - toilet	Centerline 17 1/2" from the side wall	18"	361-363	Install fold-down grab bars on the side-wall next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet on request.
7	Bathroom - shower	35 1/4" wide x 33 1/4" deep	36" wide minimum x 36" deep minimum	398, sim. 78-81	Add a curb to the shower pan and relocate the glass door assembly to be flush with the side wall that is no less than 35" x 35" on request. Rule 19 Defendant will remove door assembly and replace with a shower curtain on request.
Unit Type 0SL1 (B1d); Studio 1BA					
Note: This is a loft unit in an elevator building. The lower level (entrance level) is therefore covered by the Guidelines.					

Ref.	Element	Condition	Requirement	Photo	Proposed Retrofit
8	Bathroom - toilet	Centerline 17 1/2" from the side wall	18"	361-363	Install fold-down grab bars on the side-wall next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet on request.
9	Bathroom - shower	35 1/4" wide x 33 1/4" deep	36" wide minimum x 36" deep minimum	398, sim. 78-81	Add a curb to the shower pan and relocate the glass door assembly to be flush with the side wall that is no less than 35" x 35" on request. Rule 19 Defendant will remove door assembly and replace with a shower curtain on request.
10	Patio door threshold (Unit 109) - interior side	1 5/8" high, no bevel	Flush; or 1/4" high max.; or 3/4" high max. beveled at 1:2	560-562	Install a rubber threshold ramp that provides a 3/4" max. high level change and a bevel no steeper than 1:2 on request.
Unit Type 01S1 (B2); Studio 1BA					
11	Patio door threshold - interior side	1 1/2" high, no bevel	Flush; or 1/4" high max.; or 3/4" high max. beveled at 1:2	111, 114-115	Install a rubber threshold ramp that provides a 3/4" max. high level change and a bevel no steeper than 1:2 on request.
Unit Type 11L0 (B6); 1BR 1BA					
Note: This is a loft unit in an elevator building. The lower level (entrance level) is covered by the Guidelines.					
12	Bathroom - toilet	Centerline 18 1/2" from the side wall	18"	361-363	Install fold-down grab bars on the side-wall next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet on request.

Ref.	Element	Condition	Requirement	Photo	Proposed Retrofit
13	Balcony door threshold - interior side	1" high	Flush; or 1/4" high max.; or 3/4" high max. beveled at 1:2	366	Install a rubber threshold ramp that provides a 3/4" max. high level change and a bevel no steeper than 1:2 on request.
Unit Type 21F1 (C1); 2BR 1BA					
14	Bathroom - toilet	Centerline 21 1/4" from the side wall	18"	140-141	Install fold-down grab bars on the side-wall next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet on request.
15	Bathroom - shower	34 - 35" wide x 33 1/4" deep	36" wide minimum x 36" deep minimum	142-143	Reconstruct the shower by moving a wall, add a curb to the shower pan and relocate the glass door assembly to be flush with the side wall that the shower is no less than 36" wide x 36" deep on request or as turned. Rule 19 Defendant will remove door assembly and replace with a shower curtain on request.
Unit Type 22F0 (C2); 2BR 2BA					
16	Master bathroom - toilet	Centerline 18 1/2" from the side wall	18"	164	Install fold-down grab bars on the side-wall next to the toilet so that the centerline of the grab bar is 13.75" to 15.75" from the centerline of the toilet on request.
All Units - Grab Bar Reinforcement					
17	Physical inspection for grab bar reinforcement was not possible without opening walls. The presence of or the lack of grab bar reinforcement could not be determined.			n/a	Determine if the required grab bar reinforcement is provided. If the required reinforcement is not provided, propose a retrofit plan to install the required reinforcement or to provide alternative method and means for compliant grab bar installation.

APPENDIX A.2

PUBLIC AND COMMON USE AREA RETROFITS
AT THE BATTERY ON BLAKE STREET

Ref.	Element	Condition	Requirement	Photo	Proposed Retrofit
Building Entrance					
18	Ramp to main entrance - upper ramp run	Running slope 8.6% to 10.1%	Running slope 8.33% max.	791, 800-811	Modify the upper ramp run by extending the run to reduce the running slope to 8.33% max., or otherwise reconfigure the ramp to provide a compliant running slope.
19	Main entrance door - threshold	3/4" high on the exterior side, bevel 1:1.5	Flush; or 1/4" high max.; or 1/2" max. with 1:2 bevel	572, 575-577	Replace the threshold with one that provides a 1/2" max. high level change and a bevel no steeper than 1:2.
Leasing Office Toilet Rooms and Drinking Fountains					
20	Signs	Raised letters, no Braille	Braille required	275, 290	Replace the leasing office toilet rooms' signs with signs that provide compliant raised letters and Braille.
21	Door hardware	Knob	Lever hardware required	276, 291	Replace the leasing office toilet rooms' door hardware with compliant lever hardware.
Building Entrance Lobby					
22	Door from lobby to corridor - opening force	8 pounds	5 pounds max.	534	Adjust the door closer, or replace the door closer.

Ref.	Element	Condition	Requirement	Photo	Proposed Retrofit
23	Fire alarm system panel	Protrudes 4 1/2" at 61 5/8" AFF	Protrude 4" max.; or mount at 27" max. AFF; or provide permanent cane detectable barrier below	565-567	Recess the panel box to provide a maximum 4" protrusion, or place a permanent cane-detectable object below the panel, or replace the panel.
Mail Center					
24	Mailboxes	Top 3 rows at 63", 59 1/2" and 56" AFF	54" max. AFF for side reach; 48" max. AFF for forward reach	490-491, 494-497, typ.	Reassign resident mailboxes to lower boxes on request.
Parking Garage - Level B1					
25	Signage - space 141	No sign	Sign required designating space as reserved	682-684	Install accessible parking signage at the head of the parking space.

APPENDIX B

NOTICE TO RESIDENTS

Dear Resident:

This is to advise you that, as a result of a settlement in a case brought by the United States against the developers and builders of this apartment community, we have agreed to retrofit units at the Battery on Blake Street to provide greater accessibility for people with disabilities. Your apartment home qualifies for retrofitting to provide that greater accessibility.

The following retrofits are available if you or any member of your household or guest would benefit from the additional accessibility and you live in a _____ unit:

1. Removal of the shower door assembly and replacement with a shower curtain.
2. Expansion of shower floorspace up to 36" x 36" depending on shower..
3. Installation of a fold-down grab bar next to the toilet.
4. Installation of a rubber ramp over the threshold to the balcony.

In addition, you may request to be reassigned to an accessible mailbox within reach.

If you request to have your apartment bathroom modified as described above now, the actual work will take no longer than 2 days from the date construction begins (with the exception of option number 2), and we will provide you with another unit in this development, comparable alternative living arrangements, or the appropriate U.S. Government per diem payment for food and lodging during the time you are relocated. In scheduling when the repairs will take place, we will take into account your preferences and convenience.

If you live in one of the apartment homes identified above, please let us know if you are interested in having the bathroom work done now and we will provide you with additional information.

Management

APPENDIX C

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS
AT THE BATTERY ON BLAKE STREET**

The federal Fair Housing Act requires that the public and common use areas at complexes such as the Battery on Blake Street have certain features of physical accessibility for persons with disabilities.

As a result of recent events, it has been brought to our attention that certain features of the public and common areas of the Battery on Blake Street can be modified to provide greater accessibility for persons with disabilities, consistent with the accessibility requirements of the federal Fair Housing Act. We welcome persons with disabilities residents and guests at the Battery on Blake Street. We are writing this notice to let you know that beginning on _____, 2020, contractors will be coming onto the property to begin the process of modifying certain aspects of the public and common use areas. We expect the process to last approximately _____ weeks, weather permitting.

Generally, the workers will modify or “retrofit” the ramp to the front door, signage, and the leasing office bathrooms. We apologize for any inconveniences you may incur as a result of this work.

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

Management

APPENDIX D

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

On _____, I received copies of and have read, or have had read to me, the Consent Order entered between the United States and PR III/Broadstone Blake Street; Alliance Colorado Builders, LLC; and SHF II Battery on Blake Street Owner. I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX E

CERTIFICATION OF FAIR HOUSING TRAINING

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

(Signature)

(Print name)

(Position)

(Date)