

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
v.	)	
	)	
J. RANDOLPH PARRY ARCHITECTS, P.C., <i>et al.</i> ,	)	
	)	
Defendants,	)	No. 5:20-cv-06249-JMG
	)	
and	)	
	)	
GAHC3 BETHLEHEM PA ILF, LLC, <i>et al.</i> ,	)	
	)	
Rule 19 Defendants.	)	

**CONSENT ORDER BETWEEN PLAINTIFF UNITED STATES AND DEFENDANT  
ONE NEWTOWN PROPERTIES, LP**

**I. INTRODUCTION**

1. This action is brought by the United States to enforce provisions of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601-3619 and the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181-12189. Specifically, the United States’ Second Amended Complaint alleges that Defendants have engaged in a pattern or practice of discrimination against persons with disabilities and denied rights to a group of persons because of disability by failing to design and construct covered multifamily dwellings 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), and as required by the ADA, 42 U.S.C. § 12183(a)(1). *See* ECF No. 41. These covered multifamily dwelling units include properties for seniors, including independent living, assisted living, and memory support dwelling units.

2. The United States and Defendant, One Newtown Properties, LP, a Pennsylvania limited partnership (“One Newtown” or “Defendant”), have entered into this Consent Order

(hereinafter “Order”) (collectively “Parties”) and agree that this Court has jurisdiction over the subject matter of this case under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 3614(a) and 12188(b)(1)(B). The Parties further agree that this controversy should be resolved without further proceedings and without an evidentiary hearing or a trial.

3. Specifically, as to One Newtown, the United States alleges that One Newtown engaged in a pattern or practice of discrimination and a denial of rights based on disability when it failed to design and construct the Birches of Newtown with the accessibility features required by the FHA and ADA. The United States’ Second Amended Complaint alleges that accessibility violations at the Birches at Newtown include, but are not limited to, barriers at accessible routes, barriers at common-use laundry rooms, activity rooms, and amenities, unit closets that are too narrow, and insufficient clear floor space in unit bathrooms.

4. One Newtown denies that it engaged in any form of intentional or willful discrimination against persons with disabilities and states that at all times it has attempted to comply with all applicable federal laws, including those requiring accessibility such as the FHA and ADA, in design and construction of the Birches at Newtown by, *inter alia*, contracting with experienced design and construction professionals. One Newtown acknowledges that its obligations to comply with the FHA and the ADA are non-delegable, and it must comply with the FHA and the ADA itself despite assurances of compliance with all applicable laws, rules, regulations, guidelines, and ordinances made by these design and construction professionals.

5. The Parties agree that this Order is being entered into by One Newtown as a compromise of disputed claims, and to avoid the cost and burden of litigation, and should not be deemed an admission of liability by One Newtown.

6. As indicated by the signatures appearing below, the Parties agree to the entry of this Order.

## **II. DEFINITIONS**

7. “Subject Property” means the Birches at Newtown (“Birches at Newtown”), a memory care and personal care facility located at 70 Durham Road, Newtown, PA 18904 and referred to in the Complaint, as amended, as “the Birches.”

8. “Defendant” means One Newtown Properties, LP (“One Newtown”).

9. “Accessible Design Requirements” means the requirements that are listed in the accessible and adaptive design provisions of the FHA and stated in paragraph 15.

10. “Inspection Report” is the report created after the implementation of the retrofits required in Appendices A and B, and Neutral Inspection by an inspector which will describe any deficiencies in the required retrofits at the Subject Property, including digital photographs.

## **III. RECITALS**

### **A. Subject Property**

11. As set forth herein, and in the Second Amended Complaint, One Newtown owned the Birches at Newtown at the time of its the design and construction. The Birches at Newtown is a 91-unit memory care and personal care facility that offers various amenities to its residents. Care HSL Newtown PropCo LP is the current owner and operator of the Birches at Newtown.

12. For purposes of this Order, the Parties agree that the Birches at Newtown is subject to the accessible design and construction requirements of the FHA, 42 U.S.C. § 3604(f)(1), (f)(2), and (f)(3), and the ADA, 42 U.S.C. § 12183(a)(1).

### **B. Relevant Requirements of the Fair Housing Act**

13. 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 persons with disabilities. 42 U.S.C. § 3604(f)(3)(C) and (f)(7)(A).

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

15. The Accessible Design Requirements in the FHA for covered multifamily dwellings include: (i) the public use and common use portions of such dwellings must be 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 must be sufficiently wide to allow passage by persons with a disability using wheelchairs; (iii) all premises within such dwellings must 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).

16. For the purposes of this Order, One Newtown agrees that the Subject Property was designed and constructed for first occupancy after March 13, 1991, and therefore all the units in buildings with elevators and the ground-floor units in non-elevator buildings at the Subject Property are “covered multifamily dwellings” within the meaning of the FHA, 42 U.S.C. § 3604(f)(7)(A) and (B). As such, those units and the public and common use areas, including the



accessible pedestrian routes at the Subject Property, must comply with the Accessible Design Requirements of 42 U.S.C. § 3604(f)(3)(C).

**C. Relevant Requirements of the ADA**

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

18. For the purposes of this Order, One Newtown agrees that the rental offices at the Subject Property were designed and constructed for first occupancy after January 26, 1993, and therefore the rental offices and the facilities and privileges provided at those offices, such as public parking, are required to be designed and constructed in accordance with the standards promulgated under the ADA.

**ACCORDINGLY, it is hereby ORDERED, ADJUDGED, and DECREED:**

**IV. GENERAL INJUNCTION**

19. One Newtown and its 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 FHA and the ADA.

## **V. RETROFITS**

20. The United States, as set forth herein and in its Second Amended Complaint, alleges that the Subject Property does not meet the accessibility requirements of the FHA and, with respect to the sales and rental offices, the ADA, and the ADA Standards. *See* ECF No. 41. To address the United States' allegations, One Newtown will complete the actions and retrofits described in this Section.

21. As soon as reasonably possible, but not later than twenty-four (24) months from the entry of this Order, One Newtown will complete the retrofits to the Subject Property identified in Appendices A and B.

22. If any architectural or engineering drawings are prepared as part of the retrofitting of the Subject Property, One Newtown will provide those drawings to the United States for comment and approval within fourteen (14) days of their preparation. The United States will provide comments within forty-five (45) days. One Newtown will incorporate those comments into any relevant architectural or engineering plans and resubmit those to the United States for approval. This process will continue until the United States has no further comments on any retrofit architectural or engineering plans.

## **VI. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING AT SUBJECT PROPERTIES**

23. One Newtown will endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Order at the Subject Property.

24. Within thirty (30) days from the entry of this Order, One Newtown will provide a notice that is substantially equivalent to Appendix C to Care HSL Newtown Propco LP to provide to the present residents of the covered dwelling units at the Subject Property. The notice will inform residents in covered dwelling units that (1) the United States alleges that the covered

dwelling units and public and common use areas do not meet the requirements of the FHA, the ADA, and the ADA Standards; (2) One Newtown denies these allegations but has agreed to cooperate with the United States, and to resolve these allegations, One Newtown has agreed to perform certain retrofits to the public and common use areas and the covered dwelling units; (3) the covered dwelling unit must be retrofitted within twenty-four (24) months; (4) One Newtown will provide residents with a schedule of when the retrofits will be performed; (5) the retrofits will be performed at no cost to the resident; and (6) One Newtown will, in consultation with the current owner, offer any resident of a unit scheduled to undergo a retrofit who will be dislocated from their unit for more than twelve hours consecutively a fully furnished unit at the property if one is available. If no unit is available, or relocation of the resident is not feasible given the circumstances of the resident, One Newtown will be relieved of the time limitation in which to complete retrofits for that particular unit, and the retrofit inspection procedures described in Paragraphs 26 - 29 below can proceed without completion of the retrofits to that particular unit. The required retrofits must be completed to the unit when turned for a new resident, or three months prior to the end of the current term of this Order, whichever is sooner. Photographic evidence in compliance with the requirements of Appendix D of the retrofits performed at those specific units pursuant to this paragraph shall be sufficient evidence of the retrofit absent inspection by the neutral inspection.

25. If a resident desires to have the retrofits completed to the interior of his/her covered dwelling unit before the retrofits are scheduled to be performed by One Newtown, the resident may request the retrofits in writing, and the requests will be granted by One Newtown on a first-come, first-served basis. One Newtown 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.

## **VII. NEUTRAL INSPECTOR**

26. One Newtown has or will enter into a contract with one or more neutral inspector(s) to conduct on-site inspections of the retrofits that have been performed under this Order to determine whether the retrofits have been completed in accordance with the specifications in this Order's Appendices A and B. Prior to entering into the contract with the inspector(s), One Newtown will submit the name(s) and resumes to the United States for approval. The inspector(s) will have expertise in the Accessible Design Requirements of the FHA, ADA, ADA Standards, ANSI A117.1-1986 and the HUD-recognized safe harbors, will not be affiliated with One Newtown or its attorneys, and such expertise will be included in the submittal to the United States.

27. An inspection of the Subject Property will take place within forty-five (45) days of the completion of all of the retrofits to the Subject Property as set forth in the relevant Appendix, or as soon thereafter as practicable for each. One Newtown will give the United States at least twenty-one (21) days prior written notice of any inspection, including any subsequent inspections as set forth in Paragraph 29, and will give the United States an opportunity to have its representatives present for the inspection.

28. The inspections will be conducted by the inspector in accordance with Appendix D, which will be provided to the inspector by One Newtown.

29. The inspector will set out the results of each inspection in an Inspection Report, including deficits if any, in writing and will send that report to One Newtown and the United States. The inspector will take digital photographs of any deficiencies identified at the Subject Property and will include those photographs in the Inspection Report. If the inspection indicates that not all the required retrofits have been made as specified in Appendices A and B, One Newtown will

correct any applicable deficiencies within sixty (60) days and will pay for another inspection by the same inspector to certify that such deficiencies have been corrected. This process, including prior written notice to the United States of any inspections, will continue until the inspector certifies that all the retrofits required under this Order have been made. One Newtown will pay all the inspector's reasonable costs associated with these inspections of the Subject Property, and such payments will be made without regard to the inspector's findings. Upon reasonable notice to One Newtown, representatives of the United States will be permitted to inspect the retrofits made by One Newtown in accordance with this Order, to ensure compliance; provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.

#### **VIII. TRANSFER OF INTEREST**

30. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of the Subject Property by its present owner will not affect One Newtown's continuing obligation to retrofit the Subject Property as specified in this Order.

#### **IX. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION**

31. During the term of this Order, One Newtown will maintain and provide to the United States the following information and statements regarding any covered multifamily dwellings currently under construction or intended to be, or which actually are, purchased, developed, built, designed, constructed, or engineered in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share:<sup>1</sup>

- a. the name and address of the property;
- b. a description of the property and the individual units;

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<sup>1</sup> Such information and statements need not be maintained on properties for which a Defendant bids or expresses an interest, but does not become finally involved.

- 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, the ADA, the ADA Standards, ANSI A117.1-1986 and the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and that the design specifications therein fully comply with the requirements of the FHA, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety;
- e. the name, address and telephone number of the architect(s) involved with the property;
- f. a statement from all architect(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, the ADA, the ADA Standards, and ANSI A117.1-1986 and certifying that he/she has reviewed the architectural plans for the property and that the design specifications therein fully comply with the requirements of the FHA, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety;
- g. if the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or property, One Newtown will obtain, maintain, and provide to the United States upon request, a statement from the civil engineer(s) or architect(s)

involved with the property that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the Accessible Design Requirements of the Fair Housing Act, the ADA, the ADA Standards, and ANSI A117.1-1986 or a HUD-recognized safe harbor used in its entirety.

32. One Newtown will provide to the United States a copy of any architectural or engineering plans and related construction documents for any newly designed or constructed property identified as described in Paragraph 31 upon request.

**X. SETTLEMENT FUND AND PAYMENTS TO AGGRIEVED PERSONS**

33. Within thirty (30) days from the entry of this Order, One Newtown will deposit in an interest-bearing escrow account the sum of \$40,000 for the purpose of compensating any aggrieved persons whom the United States determines were harmed by One Newtown's alleged discriminatory housing practices (hereinafter "aggrieved persons"). This account will be referred to as the "Settlement Fund." Within fifteen (15) days of the establishment of the Settlement Fund, One Newtown will submit proof to the United States that the account has been established and the funds deposited.

34. Any interest accruing to the Settlement Fund will become a part of the Settlement Fund and be used as set forth herein. One Newtown will be solely responsible for any taxes assessed or owed on any interest earned on money deposited pursuant to Paragraph 33, above.

35. Within sixty (60) days from the entry of this Order, One Newtown will publish the Notice to Potential Victims of Alleged Housing Discrimination (the "Notice") at Appendix E informing readers of the availability of compensatory funds. The Notice will be no smaller than three columns by six inches and will be published on three occasions in at least one newspaper of general circulation serving the locality where the Subject Property is located. The publication



dates will be separated from one another by twenty-one (21) days, and at least two of the publication dates will be on a Sunday. The Notice will be included in both hardcopy and online versions of the newspaper. Within ten (10) days of each publication date, One Newtown will provide the hardcopy newspaper and online newspaper containing the Notice to the United States.

36. Within sixty (60) days from the entry of this Order, One Newtown will send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present resident or last known next of kin or other responsible party, as applicable, at the Subject Property whose name and last known mailing address are provided to One Newtown by Care HSL Newtown Propco LP based upon information in Care HSL Newtown Propco LP's possession, custody, or control. For past residents, One Newtown will have complied with the requirements of this paragraph by mailing such notice to the forwarding address provided by the resident at the time the former resident moved out. If a former resident is deceased, or a current resident is legally unable to make decisions for him- or herself, One Newtown will send a copy of the Notice set forth in Appendix E to the last known next of kin or other responsible party identified in the records provided by Care HSL Newtown Propco LP, its agents, or the Subject Property's manager. Within ninety (90) days from entry of this Order, One Newtown will provide to the United States a declaration affirming that the Notice has been sent and a spreadsheet showing each recipient's name, address, and date the Notice was sent.

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

38. Potential aggrieved persons will have twelve (12) months from the entry of this Order to contact the United States. The United States will investigate the claims of allegedly aggrieved persons and will inform Defendants as to its determination as to which persons are

aggrieved and an appropriate amount of damages (plus accrued interest) that should be paid to each aggrieved person. One Newtown agrees that the determinations of the United States will be final, and One Newtown hereby waives the right to contest the United States' determination in this or any other proceeding.

39. The United States will submit its final recommendations to the Court for approval in the form of a Stipulated Order. Within twenty (20) days from the entry of a Court order providing for the distribution of funds, One Newtown will deliver to the United States, by overnight delivery, a separate check payable to each aggrieved person in the amounts stated in the Stipulated Order.

40. In no event will the aggregate of all such checks exceed the sum of the Settlement Fund, plus accrued interest.

41. When the United States has received a check from One Newtown payable to an aggrieved person and a signed release in the form of Appendix F from the aggrieved person, the United States will deliver the check to the aggrieved person and the original, signed release to One Newtown. No aggrieved person will be paid until he or she has executed and delivered to the United States the release at Appendix F.

42. If any money remains in the Settlement Fund after all aggrieved persons identified by the United States have been compensated, the remainder will be paid to the United States Treasury in the form of an electronic funds transfer in accordance with written instructions to be provided by the United States.

## **XI. EDUCATIONAL PROGRAM**

43. Within thirty (30) days from the entry of this Order, One Newtown will provide a copy of this Order to its principals who are involved in the design or construction of any covered multifamily dwellings and secure the signed statement from each agent or employee

acknowledging that he or she has received and read the Order and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix G.

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

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

46. Within ninety (90) days from the entry of this Order, One Newtown and its employees and agents whose duties, in whole or in part, involve or will involve management authority over the development, design, and/or construction of multifamily dwellings, will undergo training on the design and construction requirements of the FHA and the ADA. The training will

be conducted by a qualified individual, unconnected to One Newtown or One Newtown's attorneys, who has been approved in advance by the United States. Any expenses associated with this training will be borne by One Newtown. One Newtown will provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines, and any materials distributed by the trainers; and certifications executed by One Newtown and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix H.

## **XII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS**

47. In addition to all other reporting required herein, within one hundred eighty (180) days from the entry of this Order, One Newtown will submit to the United States an initial report containing the reporting required by Sections IX and XI and containing the signed statements of One Newtown and its employees and agents who have completed the training program specified in Section XI of this Order. Thereafter, during the term of this Order, One Newtown will, on a quarterly basis, submit to the United States a compliance report detailing the retrofitting and inspections of the retrofits at the Subject Property, including the status of retrofits and an estimated date of completion. In addition, on the anniversary of the entry of this Order, One Newtown will submit to the United States a report required by Sections IX on the current and future design and construction, and containing the signed statements of new employees and agents as specified in Section XI of this Order, except that the last compliance report will be due sixty (60) days prior to the expiration of the Order.

48. During the term of this Order, One Newtown will advise the United States in writing within fifteen (15) days of receipt of any written administrative or legal fair housing complaint against any property owned, managed, designed, or constructed by them, or against any employees or agents of One Newtown working at or for any such property, regarding

discrimination on the basis of disability in housing. Upon reasonable notice, One Newtown will also provide the United States all information it may request concerning any such complaint. One Newtown will also advise the United States, in writing, within fifteen (15) days of the resolution of any complaint.

49. During the term of this Order, One Newtown is required to preserve all records related to this Order, to the Subject Property, and to any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them during the term of this Order. Upon reasonable notice to One Newtown, representatives of the United States will be permitted to inspect and copy any records of One Newtown or inspect any properties or dwelling units under the control of One Newtown 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 One Newtown and residents from such inspections.

### **XIII. COOPERATION IN CONTINUED LITIGATION**

50. One Newtown agrees to continue to cooperate with the United States' claims against Parry. Although the Parties agree that, as of the date of entry of this Order, litigation is not "reasonably foreseeable" with One Newtown concerning the subject matter of the United States' Second Amended Complaint, One Newtown agrees that to the extent that it previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, it will continue to do so until any claims against Parry involving the Subject Property have been resolved. One Newtown will, upon reasonable notice from the United States, provide access to documents within its possession or employees or agents with knowledge of the design and construction of the Subject Property.

51. The Parties understand that Mark J. Mazz, AIA, may be used by the United States as an expert and/or fact witness, at its expense, with regard to his prior inspection of the Subject

Property, and One Newtown agrees to waive any privileges it might otherwise have in its agreement with Mr. Mazz to permit such consultation or testimony.

52. One Newtown will provide to the United States estimates of the cost of all retrofits from an independent contractor, as well as documentation of all out-of-pocket expenses incurred during the retrofits. The United States intends to include in its claims against, or any settlement with Parry, a repayment to One Newtown of a portion or all of the retrofit costs, but One Newtown acknowledges that the United States can make no promises regarding the outcome of future litigation.

#### **XIV. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION**

53. This Order will remain in effect until six (6) months after the inspector(s) have certified that all the retrofits required by this Order have been completed, or the conclusion of the litigation by either consent order or court order, whichever date is later. Provided, however, that the reporting requirements in Paragraphs 47 and 48 shall end twelve (12) months after the inspector(s) have certified that all the retrofits required by this Order have been completed, regardless of the status of the litigation.

54. By consenting to entry of this Order, the Parties agree that in the event that One Newtown engages in any future conduct occurring after entry of this Order that leads to a determination of a violation of the FHA, such conduct will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

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

56. All Parties will endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the

Court for resolution. However, in the event of a failure by One Newtown to perform, in a timely manner, any act required by this Order or otherwise for its failure to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

**XV. TIME FOR PERFORMANCE**

57. Any time limits for performance imposed by this Order may be extended by the mutual written agreement of the United States and One Newtown.



Dated: 05/18/2023

/s/ John M. Gallagher  
United States District Judge

*FOR THE UNITED STATES:*

KRISTEN CLARKE  
Assistant Attorney General

/s/ Julie J. Allen  
SAMEENA SHINA MAJEED  
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MICHAEL S. MAURER  
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*FOR DEFENDANT:*

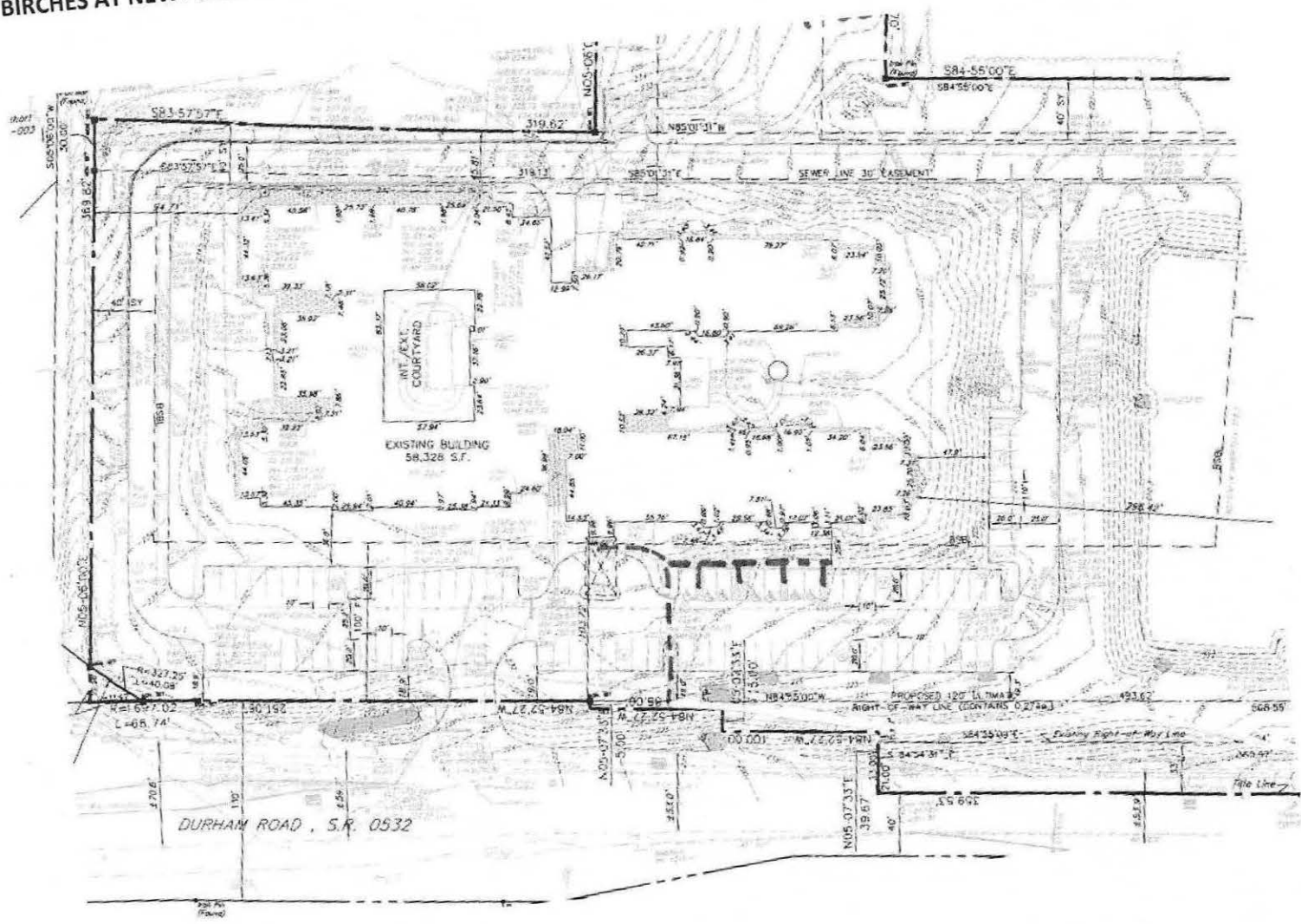
ONE NEWTOWN PROPERTIES, LP

A handwritten signature in black ink, appearing to read "M7 McC", is written over a horizontal line.

By: Michael F. McCormick

Title: Secretary One Newtown Properties Associates, LLC its sole General Partner

APPENDIX A  
BIRCHES AT NEWTOWN ACCESSIBLE ROUTE DIAGRAM



<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
<b>1</b>	<b>Accessible Route From Parking and Walk to PROW: (see diagram)</b>		
01.b	Accessible route cannot have a running slope of more than 8.33%. (ADA 206.1, 405.2) (FHA Req. 1 or 2, 4.3.7, 4.8.4). Route from front door to parking has a slope of 9.0% as the walk approaches the turn towards parking.	Replace flag(s) which slope more than 8.33%. See item 01.a above. Retrofit at 3 requires replacement of ramp and landing surfaces at circle.	
01.c	Openings at accessible route surfaces must be no greater than 1/2" in width and be oriented with the long dimension perpendicular to the path of travel. Control joints at the walk parallel with the parking are more than 1/2" wide and are not filled.	Install backer and filler. Reduce the depth of the openings to less than 1/4".	
2a	Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30) Outdoor tables in the seating area by the front entry lack knee and toe clear space.	Replace or add at least one table with a model that has compliant surface height, and knee and toe clear space for forward approach.	
3	Accessible route cannot have a running slope of more than 8.33%. It cannot have a running slope of more than 5% without being constructed as a ramp. (ADA 206.1, 405.2) (FHA Req. 1 or 2, 4.3.7, 4.8.4) Where the accessible route curves from the parking toward the entrance, for about 15', the accessible route has a running slope that ranges between 6% and 9%. There is no landing at the top and there are no handrails.	Regrade and repave the curved walkway such that the running slope does not exceed 5%. Provide top and bottom level landings with slopes not to exceed 2%. Include installation of handrails and edge protection.	4985 - 4988
4	A passenger loading zone must have an access aisle that is at least 5' wide and 20' long. (ADA 209.2.1, 503.4) The access aisle and vehicular space are 19'- 2 1/2" long.	Repave and enlarge concrete pad so that it is at least 20'-0" long, at least 13'-0" wide, and slopes no more than 2% in either direction. Slope to existing grades outside the 20' by 13' area.	5002 - 5004
5	In passenger loading zones, the vehicle standing space and access aisle cannot have a slope of more than 2% in any direction. (ADA 209.2.1, 503.4) The vehicle standing space has a cross slope of 3.8% along the driver's side.	See above.	4997, 4998
5a	Openings at accessible route surfaces must be no greater than 1/2" in width and be oriented with the long dimension perpendicular to the path of travel. Control joints at the concrete apron and walk between the entry columns is 3/4" wide.	Install backer and filler. Reduce the depth of the openings to less than 1/4".	
<b>6</b>	<b>First Floor:</b>		
7	Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30) There is a table in the Conference Room. Therefore, 1 must have wheelchair spaces. However, the knee and toe space is blocked by a center pedestal and feet.	Provide accessible seating locations at each type of table or counter surface. Replace at least one table with a model that has compliant surface height, and knee and toe clear space for forward approach. A minimum of 5% of seating must be accessible and dispersed in the area.	5127

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<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
7a	Operable parts must be mounted within reach. A chair obstructs access to the night access phone in the entry vestibule.	Relocate chair. Alternatively, relocate phone to a position immediately adjacent to door frame.	
8	Operable parts must be within reach. A side reach without an obstruction is possible. Therefore, the operable part must be within 54" of the floor. (FHA Req. 2, 4.25.3) The rent drop box is 59 1/2" above the floor.	Lower rent drop box, preferably with the slot no higher than 48".	5009, 5010
9	Seating is provided at tables or counters. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high for a depth of 8", and 17" deep at a height of 9". (FHA Req. 2, 4.30) In the Meeting Room, the knee height at the table is only 26 1/4".	Replace table with a model that has compliant knee space, or install table height extenders to raise the table at least 3/4".	5011, 5012
9a	Seating is provided at tables or counters. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high for a depth of 8", and 17" deep at a height of 9". (FHA Req. 2, 4.30) In the Dining Room, tables have pedestal bases and the knee clearance is 10.5" deep (19" required). (FHA Req. 2, 4.30.3).	Replace library table with a model that has compliant surface height, and knee and toe clear space for forward approach.	5014 through 5018
10	Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30) There is a table in the Library. Therefore, I must have wheelchair spaces. However, the knee and toe space is blocked by a center pedestal and feet.	Provide accessible seating locations at each type of table or counter surface. Replace at least one table with a model that has compliant surface height, and knee and toe clear space for forward approach. A minimum of 5% of seating must be accessible and dispersed in the area.	5118, 5120
11	Seating is provided at tables or counters. A compliant wheelchair space must provide clear floor space under the table that is at least 30" wide, 27" high for a depth of 8", and 17" deep at a height of 9". (FHA Req. 2, 4.30) In the Library, the clear width is only 25 1/2" wide and the knee height at the computer station is only 25".	At one computer station, remove keyboard tray and relocate computer outside of the knee and toe clear space.	5121, 5123, 5125
11a	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) The hand wipe dispenser near the mail center projects 9" from the wall at a height of 59" above the floor.	Install permanent cane detectable barrier beneath dispenser.	
11b	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) Pipe at Stair by Dining room protrudes 10" from the wall at a height of 28-1/2" inches.	Install permanent cane detectable barrier beneath pipe.	
11c	Overhead objects along circulation paths must be at least 80" above the floor. (FHA Req. 2, 4.4.2) At all four stair wells, the underside of the stairs to the second floor overhang circulation paths and are not protected.	Install permanent cane detectable barrier beneath stairs at all four locations.	
12	<b>Mailboxes:</b>		



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<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
13	<p>The mailboxes are above a counter that is less than 24" deep. A side reach is required. If the obstruction is less than 10" deep, the operable parts may not be mounted higher than 54". If it is more than 10" deep, the operable parts may not be mounted higher than 46" (FHA Req. 2, 4.25.3)</p> <p>The depth is 18". The top 4 rows are 55" to 68" above the floor. The next 2 rows are 49" to 52 1/2" above the floor.</p>	<p>Remove shelf and lower mailbox frames so that the floor of the lowest mailbox is no less than 28" above the finish floor.</p> <p>Remove parcel boxes (parcels are delivered to the front desk only) and install additional boxes within reach. Doors on top three rows to be blank. Mailbox locks to be no more than 54" inches above the floor.</p>	5063 - 5071, 5073
14	<p>The outgoing mail slots are above a counter that is less than 24" deep. A side reach is required. If the obstruction is less than 10" deep, the operable parts may not be mounted higher than 54". If it is more than 10" deep, the operable parts may not be mounted higher than 46". (FHA Req. 2, 4.25.3)</p> <p>The depth is 18". The outgoing mail slot is 57 1/2" above the floor.</p>	Close existing outgoing mail slot. Install a new outgoing mailbox at an accessible height in an accessible location.	5063 - 5067, 5073
15	<p>The parcel boxes are above a counter that is less than 24" deep. A side reach is required. If the obstruction is less than 10" deep, the operable parts may not be mounted higher than 54". If it is more than 10" deep, the operable parts may not be mounted higher than 46". All the parcel boxes must be within reach. (FHA Req. 2, 4.25.3)</p> <p>The depth is 18". The highest parcel box is 68" above the floor.</p>	Disable the parcel boxes. Have parcels dropped off at the reception desk.	5063 - 5068
16	<b>Patio Outside Living Room:</b>		
17	<p>Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30)</p> <p>There are 3 tables. Therefore, 1 must have wheelchair spaces. However, the knee and toe space is blocked by a center pedestal and feet.</p>	Provide at least one table with compliant clear floor space and compliant knee and toe space.	5075 - 5077
17a	Openings at accessible route surfaces must be no greater than 1/2" in width and be oriented with the long dimension perpendicular to the path of travel. Control joints at the walk to the gazebo are more than 1/2" wide and are not filled.	Install backer and filler. Reduce the depth of the openings to less than 1/4".	
18	<p>Overhead objects along circulation paths must be at least 80" above the floor. (FHA Req. 2, 4.4.2)</p> <p>The underside of the lintel at the gazebo entrance is 74" above the floor.</p>	Remove the decorative wood below 80" at the entrance, including the brackets. Ensure that the structure remains stable.	5078, 5081
19	<p>Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1)</p> <p>The brackets at the gazebo entrance project more than 4" beginning 64 1/2" above the floor.</p>	See above.	5078 - 5082
19a	<b>AL Restrooms</b>		

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19b	Force required to operate interior doors with closers may not exceed 5 pounds unless door is fire rated. AL Restrooms have closers on the doors. Typical closing force is 9-10 pounds.	Adjust closers (all 4 restrooms) to required 5 pounds of force or less. If closer does not allow for this setting, replace closer.	
19c	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch. (FHA Req. 2, 4.13.6) Restroom by lobby/library: The maneuvering space extends only 16" beside the latch side of the door. Space is blocked by a chest of drawers.	Restroom by lobby: remove chest of drawers.	
24	<b>Alzheimer's Area:</b>		
25a	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) In the north Alzheimer's dining area, a wipe dispenser and a shelf above the wipe dispenser project protrude more than 4 inches into a circulation path.	North Dining room: Install permanent cane detectable barrier under wipe dispenser.	5379
25a	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) In the Activity Room, a shelf with speakers protrudes more than 4 inches from the wall at a height of 69-7/8" above the floor.	Install permanent cane detectable barrier under wipe dispenser.	
25b	Controls must be mounted within reach range. A117.1 1986 allows a side reach range maximum of 54" above the floor. Bell for service at the dietary kitchen is 71" above the floor.	Lower call bell control.	
	<b>Alzheimer's Area: Enclosed Courtyard</b>		
25c	Thresholds cannot be taller than 1/2". (FHA Req. 2, 4.13.8) The threshold at east door is 7/8" tall.	Replace threshold with one that is no taller than 1/2" on the corridor side.	
25d	Vertical changes in level may not exceed 1/4" except that beveled changes in level may be 1/2". Vertical change in level between slabs approaching west door is 1/2" and is not beveled.	Replace concrete or grind edge of slab to eliminate vertical change in level.	
26	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) On the Patio, the awning crank handles hang more than 4" from the wall and are about 60" above the ground.	Devise a method for storing the crank handles no more than 4" away from the wall below 80".	5396, 5397
26a	<b>Alzheimer's Toilet Rooms near Units 1 and 41:</b>		
26b	Threshold cannot be taller than 1/2". (FHA Req. 2, 4.13.8) The thresholds are 5/8" to 3/4" tall.	Replace threshold with one that is no taller than 1/2" on the corridor side.	
27	<b>Alzheimer's Toilet Room near Unit 19:</b>		
28	Threshold cannot be taller than 1/2". (FHA Req. 2, 4.13.8) The threshold at door is 1" tall.	Replace threshold with one that is no taller than 1/2" on the corridor side.	5437, 5438
29	The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60" deep and must extend 18" to the side of the latch. (FHA Req. 2, 4.13.6) The maneuvering space extends only 2" beside the latch side of the door.	Relocate the door to compliant maneuvering space.	5439
30	<b>Second Floor:</b>		



<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
31	Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30) There are tables in the Activity Area. Therefore, I must have a wheelchair space. However, the knee is only 21 3/4" high.	Provide accessible seating locations at each type of table or counter surface. Replace at least one table with a model that has compliant surface height, and knee and toe clear space for forward approach. A minimum of 5% of seating must be accessible and dispersed in the area.	5131, 5132
31a	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) Towel dispenser in Activity room projects 9" from the wall at 49-1/2" above the floor.	Install permanent cane detectable barrier.	
32	Objects may not protrude into the circulation path by more than 4" If the underside is more than 27" but less than 80" above the floor. (FHA Req. 2, 4.4.1) The underside of the bistro counter is 28 1/2" above the floor and protrudes 18" into the circulation path.	Provide a trim strip underneath the counter. The face of the trim must be within 4" of the edge of the counter and extend to within 27" of the floor.	5133, 5136
32a	Sinks at kitchens with cooking capacity (has a stove and hood) are required to have clear knee and toe space for forward approach to the fixture. Clubhouse common area kitchen sink lacks knee clearance. Bottom of the sink basin is 25-3/8" above the floor.	Replace sink with a sink with a shallow basin. Bottom of basin to be no more than 27" above the floor.	
32c	Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30) The knee space at the chess and checkers table in the clubhouse area knee is 22" high.	Provide chess and checkers table with 27" knee space.	
33	The top of the threshold cannot be more than 1/2" above the landing on both sides. If it is taller than 1/4", it must be beveled 1:2. (FHA Req. 2, 4.13.8) At the door to the Roof Deck, the top is 3/4" to 1" above the landing.	Install a 6'-0" by 5'-0", 1/2"-thick mat with 1:2 beveled edges.	5150, 5151
34	Seating or standing spaces are provided at tables or counters. At least 5% of the tables and bars must be accessible wheelchair spaces. Wheelchair spaces must be dispersed. A compliant wheelchair space must provide clear floor space under the table or counter that is at least 30" wide, 27" high, and 17" deep. (FHA §804(b), Req. 2, 4.30) There are several tables on the Roof Deck. Therefore, I must have wheelchair spaces. However, the knee and toe space is blocked by a center pedestal and feet.	Provide accessible seating locations at each type of table or counter surface. Replace at least one table with a model that has compliant surface height, and knee and toe clear space for forward approach. A minimum of 5% of seating must be accessible and dispersed in the area.	5153 - 5155
35	<b>Second Floor Laundry:</b>		



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<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
36	Access to clear floor spaces to several operable parts are in a constricted area. Both forward and parallel clear floor spaces are necessary. Because both are confined on 3 sides for a depth of more than 24", the clear floor space must be at least 36" wide and 60" deep. Access to this area must be at least 32" wide. (FHA Req. 2, 4.2.4.2) The clear floor space for the faucet, hand cleaner, and paper towel dispenser is less than 36" by 60".	Rearrange the shelves and washing machines to provide compliant clear floor space. Lower the paper towel dispenser to within 48" of the floor.	5184
37	<b>Dwelling Units:</b>	Retrofits listed herein are required at all units of the same unit type, not just the units that were surveyed.	
		Global Retrofit: verify floor slope conditions at all unit showers. If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
37a	<b>ASSISTED LIVING UNITS</b>		
37b	All dwelling unit entries: package shelf adjacent to the door is 9-1/4" deep and 9-1/4" wide. The shelf is 35" inches above the floor. Objects more than 27" above the floor may not project from the wall more than 4".	Install cane detectable barrier beneath shelf with bottom edge no more than 27" above the floor. Barrier may be a second shelf, bracket(s), an apron, a rail, or a leg.	
38	<b>Studio, Unit 109:</b> <b>(There are 12 of this type.)</b>	Unit Type: Private Studio. Rent roll lists 13 of this type.	
39	The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a)) The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".	Modify to provide 30" by 48" centered clear floor space.	5330, 5331
40	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5332

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<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
41	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	<p>Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.</p>	5333
41a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
42	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <ol style="list-style-type: none"> <li>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</li> <li>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</li> </ol>	5336
43	<b>Studio, Unit 118:</b> <b>(See Unit 109 for quantity of this type.)</b>		
44	<p>The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a))</p> <p>The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".</p>	Modify to provide 30" by 48" centered clear floor space.	5366
45	<p>If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2))</p> <p>The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".</p>	<p>Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."</p>	5358

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Line #	Issue	Required Retrofit	Photos
46	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	<p>Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.</p>	5364, 5364
46a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
47	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 1/4" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <ol style="list-style-type: none"> <li>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</li> <li>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</li> </ol>	5360
48	<b>Studio, Accessible:</b> <b>(There are 2 of this type.) (This type was not surveyed. However, the only difference would be the accessible forward approach to the lavatory.)</b>		
49	<p>The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a))</p> <p>The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".</p>	Modify to provide 30" by 48" centered clear floor space.	



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<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
50	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	
50a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
51	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	
52	<b>Deluxe Studio, Unit 202:</b> <b>(There are 14 of this type.)</b>	Rent roll lists 16 of this type including both standard and "ADA". One Deluxe "ADA" (see below) identified. Confirm counts.	
53	The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a)) The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".	Modify to provide 30" by 48" centered clear floor space.	5231, 5232
54	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5205 - 5210

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
55	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.	5218, 5220, 5223, 5235, 5236
55a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
56	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 3/4" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <p>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</p> <p>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</p>	5211
57	<b>Deluxe Studio, Unit 216:</b> <b>(See Unit 202 for quantity of this type.)</b>		
58	<p>The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a))</p> <p>The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".</p>	Modify to provide 30" by 48" centered clear floor space.	5290
59	<p>If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2))</p> <p>The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".</p>	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5280

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
60	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	<p>Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.</p>	5284
60a	<p>The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower slopes 3.3% away from the shower for a distance of approximately 11".</p>	<p>Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.</p>	
61	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 3/4" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <ol style="list-style-type: none"> <li>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</li> <li>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</li> </ol>	5281



Birches at Newtown - Appendix B			
Line #	Issue	Required Retrofit	Photos
62	<b>Deluxe Studio, Accessible</b> (There are 2 of this type.) (This type was not surveyed. However, the only difference would be the accessible forward approach to the lavatory.)	Number of "ADA" Deluxe Studios is unconfirmed. May be either 1 or 2.	
64	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	
64b	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower slopes 2.8% away from the shower for a distance of approximately 11".	Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
65	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 3/4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	

Birches at Newtown - Appendix B			
Line #	Issue	Required Retrofit	Photos
66	One Bedroom, Unit 111: (There are 8 of this type.)	There are 2 one bedroom units that are not corner units (neither are accessible). Corner units are listed separately below.	
67	The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a)) The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".	Move sink so that the faucet is at least 24" from the sidewall.	5324, 5325
68	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5315

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
69	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	<p>Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.</p>	5319, 5320
70	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 2 1/2" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:  1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.  2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</p>	5316
70a	<b>One Bedroom Corner, Unit 112: (There are 6 of this type.)</b>	There are 8 corner one bedroom units. Of these, 6 are "standard".	
70b	<p>The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a))</p> <p>The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by approximately 12".</p>	Modify to provide 30" by 48" centered clear floor space.	



<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
70c	<p>If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2))</p> <p>The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".</p>	<p>Install full depth shelves extending from the back to the front of the interior closet space.</p> <p>Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."</p>	
70d	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	<p>Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.</p>	
70e	<p>The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at shower slopes 3.5% away from the shower for a distance of approximately 16".</p>	<p>Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.</p>	

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
70f	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a corridor wall. It restricts the clear floor space length to only 36". The wall extends 3 1/4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	
71	<b>One Bedroom Corner, Accessible, Unit 210: (There are 2 of this type.)</b>	There are 8 corner one bedroom units. Of these, 2 are "ADA" (110 and 210).	
73	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5264
75	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a corridor wall. It restricts the clear floor space length to only 36". The wall extends 3 1/4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	5265

Birches at Newtown - Appendix B			
Line #	Issue	Required Retrofit	Photos
76	<b>Companion Suite, Unit 203:</b> <b>(There are 6 of this type.)</b>	Rent roll lists 8 of this unit type. At least 2 companion suites are "ADA" (see below). Rent roll designates "companion" suites as "shared" suites.	
77	The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a)) The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".	Modify to provide 30" by 48" centered clear floor space.	5247
78	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5253
79	The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v)) The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.	Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.	



<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
79a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Verify slopes at clear floor space adjacent to shower.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
80	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 3/4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	5250
81	<b>Companion Suite, Unit 218: (See Unit 203 for quantity of this type.)</b>		
82	The kitchen sink has a parallel clear floor space. It must be at least 30" by 48" and centered. (FHA Req. 7(1)(a)) The cabinet is not removable. The parallel clear floor space at the kitchen sink is off center by 12".	Modify to provide 30" by 48" centered clear floor space.	5302
83	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5313
84	The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v)) The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.	Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.	5311

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
84a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Verify slopes at clear floor space adjacent to shower.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
85	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 4 1/2" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	5312
86	<b>Companion Suite, Accessible, Unit 121:</b> <b>(There are 4 of this type.)</b>	Two "ADA" Shared Suites identified (108 and 121)	
87	If the closet is deeper than 24", the closet door is intended for user passage. It must provide at least 31 5/8" clear opening. (FHA Req. 3(2)) The bathroom linen closet is 36" deep and the clear opening of the door is only 15 3/4".	Install full depth shelves extending from the back to the front of the interior closet space. Install a decal on the inside of the door stating "Contact management if you are a person with a disability and want to reduce this closet to 24" deep."	5351
87a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower (Unit 108) slopes 3.5% away from the shower for a distance of approximately 12".	Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
88	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 1/4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	5355
88a	<b>MEMORY CARE UNITS</b>		
89	<b>Private Alzheimer's Unit, Unit 2:</b> <b>(There are 23 of this type.)</b>	Rent roll lists 25 private MC studio units. At least 4 are not accessible and have a base cabinet at the vanity.	

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
90	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	<p>Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.</p>	5471, 5474
90a	<p>The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower slopes 2.7% away from the shower for a distance of approximately 7-1/2 (Unit 4)"; 3.2% for 8" (Unit 1). Running slope at Unit 1 clear floor space is 3.2%.</p>	<p>Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.</p>	
91	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 1/4" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <ol style="list-style-type: none"> <li>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</li> <li>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</li> </ol>	5473
92	<p><b>Private Alzheimer's Unit, Unit 37:</b> (See Unit 2 for quantity of this type.)</p>		



<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
93	<p>The 30" by 48" parallel clear floor space must be centered on the lavatory. If a forward approach is provided. The knee space must be at least 30" wide, at least 27" for a distance of at least 8" past the front ledge. Toe space must be at least 9" high and extend at least 17" under the lavatory. And, the pipes must be insulated. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(v))</p> <p>The parallel clear floor space for the lavatory is about 46" long and is off-center by 8 1/4". The clear floor space for a forward approach is only 29" wide and the pipes are not insulated.</p>	Provide either forward or parallel approach to the vanity and lavatory bowl. Removable vanity cabinets are permitted. At locations based on parallel approach, verify that toilet clear floor space complies with local requirements and lavatory centerline is at least 24" from the side wall. At locations based on forward approach, finish all surfaces exposed after cabinet is removed, make cabinet removable by means of unscrewing common fasteners, verify that cabinet clears all existing plumbing (no plumber required for removal), and verify that resulting knee space is 30" wide measured from the face of the door casing, 27" high at the apron and compliant with all knee and toe clear space features.	5419, 5420
93	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower slopes 3.6% away from the shower for a distance of approximately 8-1/2".	Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
94	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 4" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <p>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</p> <p>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</p>	5421
95	<b>Shared Alzheimer's Unit, Unit 19:</b> <b>(There are 18 of this type.)</b>	Rent roll lists 16 shared MC units.	
95a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower slopes 3.6% away from the shower for a distance of approximately 8-1/2" (10); 3.1% for a distance of 7" (20).	Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	

<b>Birches at Newtown - Appendix B</b>			
<b>Line #</b>	<b>Issue</b>	<b>Required Retrofit</b>	<b>Photos</b>
96	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 3 3/4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	5456
97	<b>Shared Alzheimer's Unit, Unit 20: (See Unit 19 for quantity of this type.)</b>		
97a	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Verify slopes at clear floor space adjacent to shower.	If slopes at shower clear floor space slope more than 2%, remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	
98	The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii)) The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 4" into the clear floor space.	Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.  Acceptable retrofits include: 1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary. 2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.	5464
99	<b>Shared Alzheimer's Unit, Unit 34: (See Unit 19 for quantity of this type.)</b>		
100	The 30" by 48" parallel clear floor space adjacent to the shower is required to be level and slope no more than 2% in both directions. Clear floor space at the shower slopes 3.3% away from the shower for a distance of approximately 11".	Remove existing bathroom floor surface. Skim coat floor with lightweight leveler to reduce slopes to less than 2% and reinstall flooring.	

Birches at Newtown - Appendix B			
Line #	Issue	Required Retrofit	Photos
	<p>The shower must have a 30" x 48" parallel clear floor space where the toes align with the control wall. (FHA Req. 7(2)(a)(ii) or 7(2)(b)(vii))</p> <p>The sidewall behind the seat is a chase wall. It restricts the clear floor space length to only 36". The wall extends 4" into the clear floor space.</p>	<p>Relocate shower seats so that the gap between the edge of the seat and face of the drywall parallel to the shower is no wider than 3 inches.</p> <p>Acceptable retrofits include:</p> <ol style="list-style-type: none"> <li>1) Relocate existing fold-up seat. Patch holes with professionally applied fiberglass patch and finish, add to existing blocking as necessary.</li> <li>2) Replace fold-up seat with new seat that is wider and has fasteners that coordinate with existing shower blocking. Patch holes with professionally applied fiberglass patch.</li> </ol>	5429



## APPENDIX C

### **NOTICE TO RESIDENTS OF MODIFICATIONS TO THE PEDESTRIAN ROUTES, THE PUBLIC AND COMMON USE AREAS, AND COVERED DWELLING UNITS**

Dear Resident:

This is to advise you that, as a result of a settlement in a case brought by the United States against the architect and owner of this assisted living facility, we have agreed to retrofit many of the pedestrian routes, public and common use areas, and units at this assisted living facility to provide greater accessibility for people with disabilities. We welcome persons with disabilities as residents and guests of this property. We are writing to let you know that beginning on \_\_\_\_\_, 202\_\_\_\_, contractors will be accessing 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.

Generally, the workers will be making some modifications to the common areas to make them more accessible to persons with disabilities. We apologize for any inconveniences you may incur as a result of this work.

In addition, your unit qualifies for this work, including [brief explanation of items to be retrofitted.] Although your unit will be retrofitted automatically within [\_\_\_\_] months, we want you to know that you may request to have your apartment modified now at no cost to you by emailing \_\_\_\_\_ at \_\_\_\_\_ or sending a letter to \_\_\_\_\_. The actual work will take no longer than several days and will not require you to move out of your existing apartment unit. However, although we do not anticipate that you will be displaced from your unit, if the repairs cause you to be displaced from your unit for more than 12 hours, the owner will provide you with alternate living arrangements during that time. In scheduling when the repairs will take place, we will try to minimize any inconvenience to you.

Please be aware that this work must be completed within [ ] months regardless of your intention to stay in your apartment for a longer duration. As soon as possible, we will let you know the approximate time frame when the modifications to your apartment unit will begin. If you have any questions or concerns regarding these modifications, please contact us at

                    .

## APPENDIX D

### PROPERTY SURVEY AND MEASUREMENT PROTOCOL

#### A. Definitions

The following definitions apply to Property Surveys, Retrofits, and Inspections conducted pursuant to this Order and Appendices:

1. Clear floor space: a 30” by 48” space positioned at, for example, fixtures, controls, dispensers, devices, accessories, waste receptacles, drop boxes and drop slots, life safety equipment, hooks, and common area amenities such as grills and fire pits that are required to be accessible.
2. Flag: a segment of concrete paving separated by a control joint or construction joint.
3. ISA: the International Symbol for Accessibility.



4. Juliet balcony: a shallow balcony less than 30” deep measured from the face of the building to the inside face of the railing.
5. Lavatory: a bathroom sink.
6. Rise: the vertical change in elevation between two points.
7. Unit type(s): each unit type in a covered property as differentiated by number of bedrooms, number of bathrooms, kitchen design, bathroom design(s), laundry area design, type of outdoor space (*e.g.*, patio versus balcony), and interior amenities (*e.g.*, fireplace, study nook, storage closet(s)). Variations of unit types that have accessible characteristics such as grab bars and knee space at sinks and lavatories are separate unit types.
8. HUD-recognized safe harbor: any of the following used in its entirety as a reference to conduct a Property Survey: (1) the Fair Housing Accessibility Guidelines (Mar. 6, 1991) (“HUD Guidelines” or “Guidelines”), in conjunction

with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; (2) HUD's Fair Housing Act Design Manual ("Design Manual"), published by HUD in 1996, updated in 1998; (3) ANSI A117.1-1986, used in conjunction with the FHA, HUD's Regulations, and the Guidelines; (4) CABO/ANSI A117.1-1992, used in conjunction with the FHA, HUD's Regulations, and the Guidelines; (5) ICC/ANSI A117.1-1998, used in conjunction with the FHA, HUD's Regulations, and the Guidelines; (6) 2000 ICC Code Requirements for Housing Accessibility; (7) 2000 IBC, as amended by the 2001 Supplement to the IBC; (8) 2003 IBC, with one condition; (9) ICC/ANSI A117.1-2003, used in conjunction with the FHA, HUD's Regulations, and the Guidelines; (10) 2006 IBC, with the January 31, 2007, erratum and with one condition; (11) ICC/A117.1 2009, used in conjunction with the FHA, HUD's Regulations, and the Guidelines; and (12) 2009, 2012, 2015, and 2018 editions of the IBC. 24 C.F.R. § 100.205(e)(1)-(2).

9. This Order and Appendices incorporate by reference the definitions found in the HUD-recognized safe harbor used to conduct the Property Survey.

## **B. Scope of the Property Survey**

1. The Property Survey will include all exterior and interior public and common use areas and as many units as required to determine the full extent of project compliance with FHA and relevant ADA requirements, including:
  - a. All portions of exterior and interior routes and circulation paths as required to determine existing conditions at all accessible route(s) and any potential alternate routes that may provide access to common areas or units;
  - b. All interior and exterior public and common use areas; and
  - c. At least two of each unit type.
2. Employee only areas (*e.g.*, leasing workroom, staff-only package room, commercial kitchen areas, and staff restroom) do not need to be surveyed.
3. If an accessibility survey of a Subject Property has been completed by an approved surveyor or inspector prior to the entry of this Order, those measurements may be reused and additional Property Surveys may be limited to site evaluation of any portions of routes, common areas, or units that were not surveyed or lack sufficient documentation of the survey results.

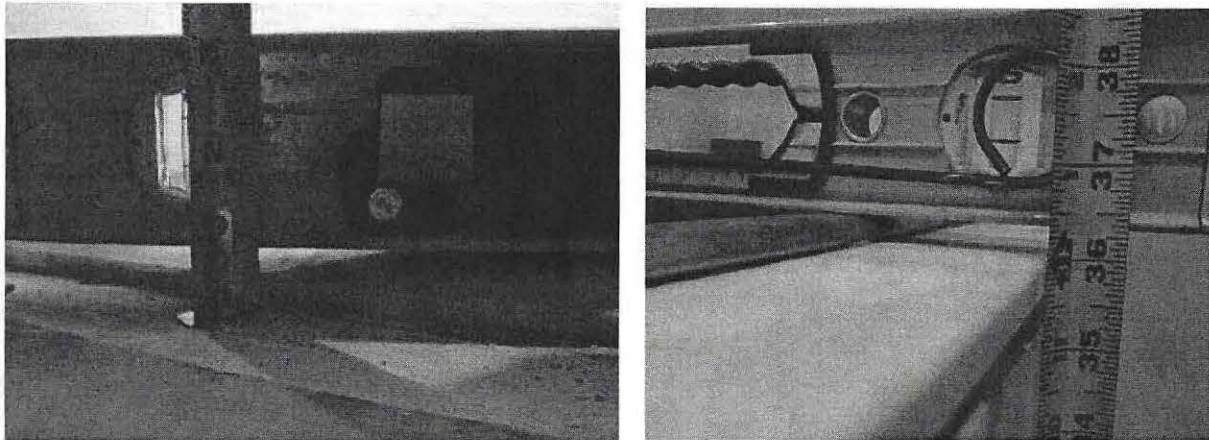
**C. Equipment**

1. The following equipment is required for all Property Surveys and Inspections conducted pursuant to this Order and Appendices:
  - a. A standard 1" steel measuring tape;
  - b. A 24" nominal bar with a 6 1/2" digital inclinometer known as the SmartTool™ ("digital level") or an equivalent instrument (other brands of digital levels capable of measuring to a precision of 0.1% may be used including, for example, Bosch, Milwaukee, and Stabila). Calibrate the digital level according to the manufacturer's instructions followed by performing a 180-degree check reading prior to taking any measurements. Check calibration of the digital level at regular intervals during the survey and anytime the digital level is dropped or hit against another surface;
  - c. A digital camera with minimum 16 megapixel resolution; and
  - d. A standard door pressure gauge manufactured for this purpose.
2. The following equipment is optional for all Property Surveys and Inspections conducted pursuant to this Order and Appendices:
  - a. Standard surveyor instruments;
  - b. A digital altimeter (Zipline or equivalent instrument) calibrated according to the manufacturer's instructions;
  - c. Short digital inclinometer; or
  - d. Carpenter's square or contour gauge.

**D. Required Methodology and Documentation for Measurements of Length, Width, Height, or Clearance**

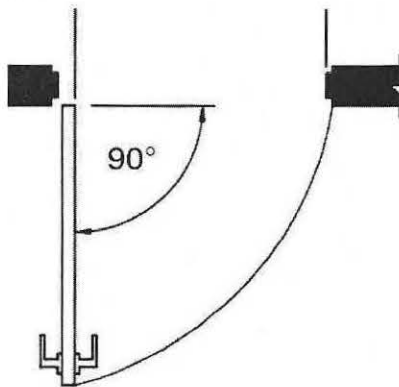
1. Measurements of length, width, height, or clearance: measure length, width, height, or clearance using the measuring tape and record all findings with the camera. The camera must be held square to the element and aligned to reduce parallax. Where possible, use the level to make sure that measurements are accurate and that the photograph is legible.

*Illustration:*



2. Measurements of slope: measurements of slope will be measured in percentages recorded to the tenth of a percent.
3. Measurements of length, width, height, or clearance: measurements of length, width, height, or clearance will be recorded in 1/8" increments.
4. Width of door opening: open the door to a 90 degree open position, measure from face of door to the edge of the stop on the opposing jamb.

*Illustration:*



If unable to open the door to a full 90 degrees due to an obstruction, photograph and document the obstruction and measure and record the width of the door leaf.

5. Parking and access aisle dimensions: measure from the centerline of the stripe to centerline of the stripe. Alternatively, measure from one side of the stripe to the same side of the stripe on the other side of the parking space.



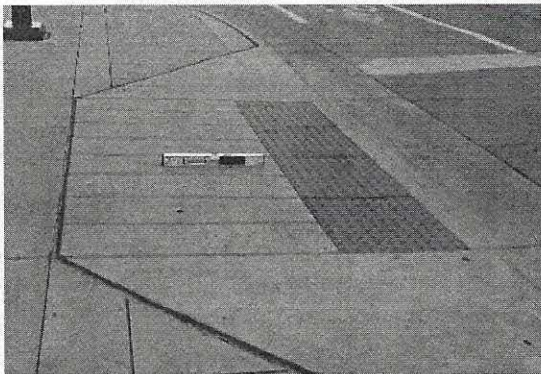
6. Heights: measure heights of elements used by residents or members of the public to the top-most and bottom-most operating button, receptacle, etc., not to the centerline of the device, with the exception of electrical receptacles. For duplex electrical receptacles, the measurement is to the centerline of the top outlet (maximum height) or centerline of the bottom outlet (minimum height). Where elements are operated with a fob or motion sensor, the height measurement may be anywhere within the design sensitivity range.
7. Closet depth: measure closet depth from front of closet drywall to back of closet drywall on the inside of the closet.
8. Kitchen clearances: measure kitchen clearances from the edge of the counters to the opposing counters, cabinets, appliances, or walls. Do not include knobs at stoves, handles at refrigerators, and similar elements.
9. Slope:
  - a. Running slopes: measure running slopes by placing the digital level in a 36"-wide portion along the centerline of each flag perpendicular to travel and parallel to the run of the accessible route. If a route lacks control joints and construction joints (*e.g.*, is asphalt or brick paving), measure slopes at approximately 8' intervals along the route.
  - b. Cross slopes: measure cross slopes by placing the digital level in a 36"-wide portion along each flag perpendicular to travel and in a manner that is perpendicular to the run of the accessible route. If a route lacks control joints and construction joints (*e.g.*, is asphalt or brick paving), measure slopes at approximately 8' intervals along the route. If a flag appears to have significant warp, take additional measurements in order to report the full nature and extent of the existing conditions.
  - c. Slopes at door maneuvering spaces: measure slopes at door maneuvering spaces with at least one reading for running slope and one reading for cross slope. If the surface appears to be warped, take additional measurements in order to report the full nature and extent of the existing conditions. Measure running and cross slopes at door maneuvering spaces as follows:
    - i. Measure running slope perpendicular to and centered on the entrance door served by the maneuvering space with the end of the digital level approximately one foot from the face of the door; and

- ii. Measure cross slopes parallel to and centered on the entrance door served by the maneuvering space with the center of the digital level approximately one foot from the center point of the entrance door.
- d. Slopes at clear floor or ground spaces: measure running slopes and cross slopes at clear floor or ground spaces associated with amenities and controls (*e.g.*, the clear space at a power door operator) and at level landings and turns with at least one reading for running slope and one reading for cross slope. If the surface appears to be warped, take additional measurements in order to report the full nature and extent of the existing conditions.
- e. Slopes at curb ramps:
  - i. Running slopes: measure running slopes at the base and top of each curb ramp run. Measure running slopes at approximately the center of each top and bottom landing. Measure running slopes of aprons with the level aligned with the back of the curb line. Take additional measurements as needed to document warped conditions.
  - ii. Cross slopes: measure cross slopes at the base and top of each curb ramp run. Measure cross slope at approximately the center of each top and bottom landing. Take additional measurements as needed to document warped conditions.
- f. Slopes at parking spaces and access aisles:
  - i. Running slopes: measure running slopes at the top, middle, and bottom of each parking space and each access aisle. Measurements should be taken as close to the middle of the space (from side to side) as possible. If the space is occupied, take measurements at both sides. Take additional measurements as needed to document warped conditions or deteriorated asphalt.
  - ii. Cross slopes: measure cross slopes at the top, middle, and bottom of each parking space and each access aisle. Measurements should be taken as close to the middle of the space (from side to side) as possible. If the space is occupied,

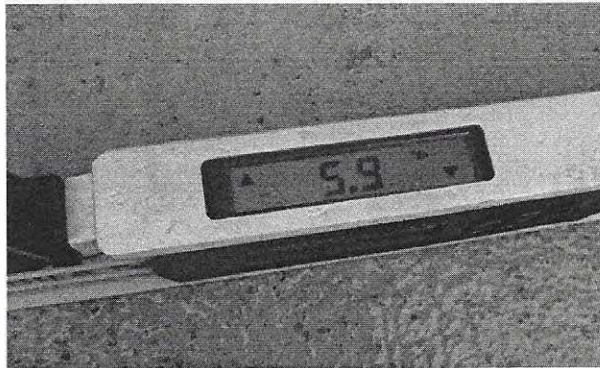
take measurements at both sides. Take additional measurements as needed to document warped conditions or deteriorated asphalt.

10. Rise: measure rise using standard surveyors instruments, a measuring tape, a calibrated altimeter, or determine by performing calculation using data gathered using the level and measuring tape.
11. Door opening force: measure door opening force by pushing the force gauge against the portion of the door just above the latch or push plate. Do not include the force required to operate the latch. When recording closing speed, include the degrees used for the measurement (e.g., 5 seconds, 90 degrees to completely closed or 2-1/2 seconds, 70 degrees to 3" from closed).
12. Field Notes: include survey date, people present, name of project, address, site plan or sketch, plans of the building(s) if available, unit plans, and any notes taken during the survey.
13. Digital photographs: include at least one context photo and at least one detail photo of the reading for each measurement.

*Illustration: sample context photo*



*Illustration: sample photo of reading/dimension*



**APPENDIX E**

**NOTICE**

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA,

Plaintiff,

v.

J. RANDOLPH PARRY ARCHITECTS, PC, et al.,

Defendants.

**NOTICE TO POTENTIAL VICTIMS OF ALLEGED DISCRIMINATION AGAINST  
PERSONS WITH DISABILITIES AT THE J. RANDOLPH PARRY ARCHITECTS -  
DESIGNED COMPLEX—BIRCHES AT NEWTOWN**

On \_\_\_\_\_, 20\_\_, the United States District Court for the Eastern District of Pennsylvania entered a Consent Order resolving claims against one of the defendants in a housing discrimination lawsuit brought by the United States against J. Randolph Parry Architects, PC, and several assisted living facilities and retirement homes. The United States alleges that the units and many common use areas (for example, assisted living rooms, restrooms, routes to amenities, etc.) are not accessible to persons with physical disabilities. One Newtown denies the United States' allegations but is cooperating with the United States to resolve these claims.

In this Consent Order, Defendant, One Newtown Properties, LP, agreed to retrofits of the units and common use areas at the Birches at Newtown to comply with the Fair Housing Act and the Americans with Disabilities Act.

The Consent Order also establishes a Settlement Fund to compensate persons who have been harmed as a result of this alleged discrimination at the Birches at Newtown. You or members of your family may qualify to recover from the Settlement Fund if you or members of your family allege that you or they:

- were discouraged from living at the Birches at Newtown because of the lack of accessible features of a unit or the complex;



- became a resident at the Birches at Newtown, but were unable to use, or had difficulties using, portions of your unit or the complex because they were not accessible (including the inability to have visitors who have disabilities);
- became a resident at the Birches at Newtown and paid to have any portion of your unit or the complex modified to be more accessible;
- were not informed about, or offered, all available units because of your disability or the disability of someone who would be living with you; or
- requested a reasonable accommodation or reasonable modification for your disability or the disability of someone who was living with you, whether or not it was granted.

*If you believe that you, a family member, or someone you know may have been harmed because of a disability at the Birches at Newtown, please contact the United States Department of Justice at: 1-833-591-0291, and selection option numbers (1-4-1).*

*You also may write to United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 4 Constitution Square, 150 M Street, NE, Suite 8000, Washington, D.C. 20530, Attn: DJ 175-62-408.*

**\*\*\* You must call or write no later than 365 days from the entry of the Consent Order to be eligible for compensation, and your telephone message or letter must include your name, address, and, if possible, at least two telephone numbers where you may be reached.**

**APPENDIX F**

**RELEASE OF ALL CLAIMS**

In consideration of and contingent upon the payment of the sum of (\$ \_\_\_\_\_ ), in accordance with the Consent Order Between Plaintiff United States and Defendant One Newtown Properties, LP entered in *United States v. J. Randolph Parry Architects, PC, et al.* (E.D. Pa.), by the United States District Court, I hereby release and forever discharge the Birches at Newtown and One Newtown Properties, LP from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in this action that involve the Birches at Newtown facility in Newtown, PA, as of the date of the entry of the Consent Order. I fully acknowledge and agree that this release of the Birches at Newtown and One Newtown Properties, LP will be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX G

### ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

On \_\_\_\_\_, I received copies of and have read the Consent Order entered by the federal district court in *United States v. J. Randolph Parry Architects, PC, et al.* (E.D. Pa.) involving One Newtown Properties, LP and the Birches at Newtown. I have had all of my questions concerning the Consent Order, the Fair Housing Act, and the Americans with Disabilities Act answered to my satisfaction.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)

**APPENDIX H**

**CERTIFICATION OF FAIR HOUSING AND  
AMERICANS WITH DISABILITIES ACT TRAINING**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Date)