

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA,

Plaintiff,

v.

LETTIRE CONSTRUCTION CORP.; LETTIRE
124TH STREET LLC; UBC CHESTNUT
COMMONS LLC; UBC SUMNER LLC, EAST
124TH STREET LLC; CHESTNUT COMMONS
HOUSING DEVELOPMENT FUND CORP.; and
MHANY MANAGEMENT, INC.,

Defendants.

25 Civ. 483 ()

**CONSENT DECREE AS TO
EAST 124TH STREET LLC**

INTRODUCTION

This Consent Decree is entered into between plaintiff the United States of America (the “**United States**”) and defendant, East 124th Street LLC (“**East 124th**”) concerning the building known as the Tapestry and located at 245 East 124th Street in Manhattan (the “**Tapestry**”);

WHEREAS, the United States is bringing the above-captioned action (the “**Action**”) to enforce provisions of the Fair Housing Act (“**FHA**”), codified at 42 U.S.C. §§ 3601–3619. Specifically, the United States’ complaint in this Action alleges that East 124th has denied rights to a group of persons in a manner raising an issue of general public performance, in that the Tapestry was not designed with the features of accessible and adaptive design and construction required by the FHA, 42 U.S.C. § 3604(f)(3)(c);

WHEREAS, the Tapestry is subject to the accessible design and construction requirements of the FHA, 42 U.S.C. § 3604(f)(3)(c);

WHEREAS, defendant, East 124th, is the owner of the Tapestry;

A. Relevant Requirements of the Fair Housing Act

WHEREAS, the FHA provides that residential buildings that are designed and constructed for first occupancy after March 13, 1991, and which have four or more dwelling units and one or more elevators, are Covered Multifamily Dwellings and must include certain basic features of accessible design as set forth in 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(A);

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

B. Conditions at the Tapestry

WHEREAS, the Tapestry is a 12-story residential apartment complex located at 245 East 124th Street in Manhattan, designed and constructed for first occupancy in 2009. The Tapestry contains 185 rental units and has elevator access. The public and common features at the Tapestry include, *inter alia*, a lobby, a fitness center, and a bicycle storage room;

WHEREAS an inspection of the Tapestry identified, *inter alia*, the following conditions at the Tapestry that the United States alleges fail to meet the Accessible Design Requirements:

- a. Excessively high counter at the sign-in desk in the lobby;

- b. Excessively high thresholds at the entrance to the outdoor terrace;
- c. Mailboxes mounted too high to accommodate persons who use wheelchairs;
- d. Insufficiently wide doors to terraces from individual units;
- e. Excessively high thresholds at doorways to bathrooms in individual units;
- f. Insufficient clear floor space in bathrooms in individual units;
- g. Insufficiently wide maneuvering space within kitchens in individual units; and
- h. Inaccessible location of environmental controls in individual units.

C. Agreement of the Parties to this Consent Decree

WHEREAS, the United States and East 124th (collectively, the “**Parties**”) agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a); and

WHEREAS, East 124th agrees to make modifications to the Tapestry as set forth herein.

IT IS HEREBY AGREED, by and between the Parties, as follows:

I. COMPLIANCE WITH THE FHA

1. East 124th and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with East 124th, agree that they will not discriminate on the basis of disability as prohibited by the FHA, 42 U.S.C. § 3604.

II. RETROFITS AT THE TAPESTRY

2. The United States alleges that the Tapestry was not designed or constructed in accordance with the FHA or the Fair Housing Accessibility Guidelines, Design Guidelines for Accessible/Adaptable Dwellings, 56 Fed. Reg. 9472 (Mar. 6, 1991) (the “**Guidelines**”). Without admitting liability for the design and/or construction of the Tapestry, East 124th agrees to address the conditions alleged to be FHA violations as set forth in **Appendices A-1 and A-2**.

A. Modifications to the Public and Common Use Areas

3. As soon as reasonably possible, but no later than six (6) months after the entry of this Consent Decree by the Court, East 124th shall use commercially reasonable efforts to finish all the retrofits listed in **Appendix A-1**. East 124th shall make reasonable efforts to minimize inconvenience to residents of the Tapestry in making such retrofits.

4. Within thirty (30) days of the entry of this Consent Decree, East 124th shall post a written notice on the lobby bulletin board at the Tapestry stating that the common area retrofits required under this Consent Decree will be performed in the public and common use areas at the Tapestry. Such notice shall conform to **Appendix B**.

5. East 124th shall certify to the United States in writing that the notices required by **Paragraph 4** have been posted.

B. Modifications to Dwelling Unit Interiors

6. For each unit at the Tapestry listed in **Appendix A-2**, East 124th shall use commercially reasonable efforts to finish the retrofits listed therein no later than two (2) years from the entry of this Consent Decree (unless otherwise specified in **Appendix A-2**) or, as to retrofits to be made upon request of a resident, no later than three (3) months after the request. East 124th shall make reasonable efforts to minimize inconvenience to residents in making such retrofits.

7. Within sixty (60) days from the date of the entry of this Consent Decree, East 124th shall provide by electronic means a notice to each resident who resides in an individual dwelling unit that is subject to being retrofitted at the Tapestry per **Appendix A-2** that: (1) East 124th has agreed to retrofit certain features of the units to make them more accessible; (2) the retrofits set forth in **Appendix A-2** will be commenced within sixty (60) days after the notice is electronically delivered (unless otherwise specified in **Appendix A-2**) or, as to retrofits to be made upon request

of a resident of the units, within sixty (60) days of written request by the resident; (3) East 124th will use commercially reasonable efforts to complete the retrofits within three (3) months after commencement, unless otherwise specified in this Consent Decree; and (4) the scheduling of the retrofits will take into account the preferences and convenience of the resident and that the reasonable costs of relocation, if necessary, will be provided in advance. The notice shall be substantially in the form of **Appendix C**.

8. East 124th shall certify to the United States in writing that the notices described in **Paragraph 7** have been distributed and shall specify the manner in which they were distributed, within thirty (30) days after such distribution. Such certification shall include the names and addresses of the persons to whom the notices were distributed.

C. Perpetual Lease Provision

9. East 124th shall amend all existing leases at the Tapestry to include, and shall append to all future leases, an “Accessibility Modification Rider” in the form attached as **Appendix D**. The Accessibility Modification Rider shall reflect the fact that East 124th will provide any retrofit listed in **Appendix A-2** upon the request of any current or future tenant of the Tapestry, in perpetuity. The Accessibility Modification Rider shall be provided to all prospective tenants upon touring or viewing a dwelling unit at the Tapestry. Furthermore, the United States may, from time to time, provide the Accessibility Modification Rider to state and local agencies or public interest organizations serving the needs of people with disabilities. Nothing in this Paragraph or the Accessibility Modification Rider shall relieve East 124th of any obligation to take the corrective actions and/or perform the retrofits described in **Appendix A-1**, and **Appendix A-2** of this Consent Decree.

III. NO ADVERSE ACTION

10. Neither present nor future residents of the Tapestry may be charged any additional rent, deposit, fee, or other consideration for the units in which retrofits are or may be implemented because of completed, contemplated, or possible retrofits required under this Consent Decree. East 124th shall take no adverse action against any present or future resident of the Tapestry because such person requests to have his or her apartment, or prospective apartment, modified in accordance with this Consent Decree. Nothing in this Paragraph, however, shall restrict or impede East 124th's rights with respect to any of the Tapestry that is the subject of this Consent Decree to continue, in a non-discriminatory manner, to lawfully establish and raise rents consistent with their business goals and obligations and with market conditions, including increasing rents after the expiration of a current lease due to an increase in the market value of the unit, whether or not such increase is on account of upgrades to such unit (other than retrofits required under this Consent Decree) done at or about the same time as retrofits required under this Consent Decree. Performance of the retrofits required by the terms of this Consent Decree does not constitute a diminution in services provided at the Tapestry.

IV. IMPEDIMENTS TO PERFORMANCE

11. In the event that any act or omission beyond East 124th's control and occurring without its fault or negligence affects the performance of any requirement in **Section II** of this Consent Decree, the Parties shall endeavor, in good faith, to determine whether modifications to this Consent Decree are necessary. In particular, if a resident at the Tapestry refuses (whether lawfully or not) to allow a retrofit or to vacate a unit such that a retrofit required to be made under this Consent Decree may not be made, East 124th shall not have any obligation to perform the retrofit. East 124th shall take reasonable measures to secure a resident's consent and document for the United States the efforts it made, and the reason(s) given for refusal. Nothing herein shall be

construed as requiring East 124th to bring a lawsuit against a resident who refuses to allow East 124th to perform a retrofit to that resident's unit as specified in **Section II** of this Consent Decree; and nothing herein shall be construed as requiring East 124th to perform any act beyond the expiration of this Consent Decree except with respect to work commenced prior to such expiration, and the Accessibility Modification Rider obligations summarized in **Paragraph 9** hereof and in **Appendix D** annexed hereto.

V. NEUTRAL INSPECTOR

12. East 124th shall enter into a contract with a neutral inspector approved by the United States (“**Inspector**”) to conduct on-site inspections of all retrofits performed under this Consent Decree to determine whether modifications have been made in compliance with the specifications in the **Appendices A-1 and A-2**. The Inspector shall have expertise in the design and construction requirements of the FHA. The Inspector may be the same person as the Surveyor.

13. The Inspector may, upon request of East 124th, review and comment upon the sufficiency of all proposed retrofits in writing in advance of any retrofit by East 124th, but such review and comment shall be completed no later than thirty (30) days after the request.

14. An initial inspection of the Tapestry shall take place within the later of (a) thirty (30) days after the completion of all of the retrofits set forth in, respectively, **Appendices A-1 and A-2** (except for retrofits to be made at a resident's request), or (b) six (6) months prior to the expiration of this Consent Decree, or as soon thereafter as practicable.

15. For the initial inspection, East 124th shall give the United States at least twenty-one (21) days prior notice of the inspection and shall give the United States an opportunity to have its representative present for the inspection.

16. The Inspector shall set out in writing the results of his or her inspection, including

any deficits, and shall send that report to East 124th and to the United States.¹ The report shall state whether the retrofits required by the applicable Appendix have been completed, and shall list any required retrofits that were not completed.

17. If the inspection indicates that not all of the required retrofits have been made as specified in the applicable Appendices, or retrofit proposals, East 124th shall use commercially reasonable efforts to correct any deficiencies for which East 124th are provided access within ninety (90) days and shall pay for another inspection by the same Inspector to certify that the deficiencies have been corrected. This process shall continue until the Inspector certifies that all of the necessary modifications for which East 124th has been provided access have been made. East 124th shall pay all of the Inspector's reasonable costs associated with these inspections, and such payments shall be made without regard to the Inspector's findings. Upon reasonable notice, representatives of the United States shall be permitted to inspect the modifications and/or the third-party inspection reports provided for in this Consent Decree, to ensure compliance.

18. Nothing in this Consent Decree shall relieve East 124th of its obligations to schedule inspections and/or correct deficiencies as set forth in this Section (including, but not limited to, inspection of the retrofits that East 124th is required to make prior to the expiration of this Consent Decree) even if such obligations extend beyond the term of this Consent Decree; provided, however, that, if an in-unit retrofit is on request of a resident of the unit and the resident refuses to allow the retrofit or refuses to vacate the unit so that the retrofit may not be made, East 124th shall be relieved of its obligation to perform such retrofit.

¹ For purposes of this Consent Decree, notices provided to the United States shall be addressed to Chief, Civil Rights Unit, Office of the United States Attorney for the Southern District of New York, 86 Chambers Street, Third Floor, New York, NY 10007. Electronic courtesy copies also shall be delivered to the undersigned Assistant United States Attorneys.

VI. TRANSFER OF INTEREST IN PROPERTIES

19. The sale or transfer of ownership, in whole or in part, of East 124th's interest(s) in the Tapestry, if any, shall not affect its continuing obligation to retrofit, and/or conduct or allow inspections or surveys of, the Tapestry as specified in this Consent Decree, unless East 124th has obtained in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Consent Decree to make retrofits and allow or conduct inspections or surveys as set forth in this Consent Decree, and will be subject to the jurisdiction of this Court.

20. Should East 124th decide to sell or transfer any of its ownership in the Tapestry, if any, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Consent Decree for the Tapestry, East 124th will, at least thirty (30) days prior to completion of the sale or transfer: (a) provide each prospective buyer with a copy of this Consent Decree and written notice that the Tapestry is subject to this Consent Decree, including specifically East 124th's obligations to either (i) complete required retrofit work and allow inspections, or (ii) assign such obligations to the purchaser or transferee by obtaining the purchaser or transferee's commitment to be bound by this Consent Decree, subject to the jurisdiction of this Court; and (b) provide to the United States, by email and first-class or overnight mail, written notice of the owner's intent to sell or transfer ownership, along with a copy of the notice sent to each buyer, and each buyer's name, address and telephone number.

VII. NON-DISCRIMINATION IN OTHER DESIGN AND CONSTRUCTION

21. East 124th shall design and construct all new Covered Multifamily Dwellings in full compliance with one of the following standards (each a "**Standard**"), where such a single Standard has been used in its entirety: (i) the Guidelines; or (ii) a standard that the Department of Housing

and Urban Development has designated as an FHA safe harbor. During the term of this Consent Decree, upon reasonable notice, the United States will be permitted reasonable access to such properties to inspect for compliance with such standards, rules, and laws.

22. For each new Covered Multifamily Dwelling that East 124th constructs during the term of this Consent Decree (“**New Construction**”), East 124th shall retain an FHA compliance consultant (the “**FHA Consultant**”) to help ensure that the as-constructed features at such properties comply with the FHA’s Accessible Design Requirements.² East 124th shall direct its employees, agents, and/or contractors to seek the FHA Consultant’s advice regarding the selection of appliances (*e.g.*, refrigerators and ranges) and fixtures (*e.g.*, doors, thresholds, and lavatories); the effect of deviations from the architects’ plans on the accessibility of conditions at the Tapestry; as well as other issues that arise during construction that affect accessibility. Further, prior to the completion of construction of each building, East 124th shall arrange for the FHA Consultant to conduct a visit of the building to identify any construction issues that may result in inaccessible conditions and recommend appropriate solutions.

23. The agreement or contract between East 124th and the FHA Consultant shall specify that the FHA Consultant is being retained, in part, in connection with the FHA Reviewer’s responsibilities under this Consent Decree. Further, within thirty (30) days of retaining the FHA Consultant for any New Construction during the term of this Consent Decree, East 124th shall provide a copy of this Consent Decree to the FHA Consultant and secure the signed statement from the FHA Consultant acknowledging that he or she has received and read this Consent Decree and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of **Appendix G**.

² The FHA Consultant may be the same individual as the FHA Reviewer.

24. During the term of this Consent Decree, East 124th shall submit, on an annual basis, a certification to the counsel for the United States affirming that they have retained an FHA Consultant for each Covered Multifamily Dwelling under construction during that year and specifying each covered multifamily dwelling for which an FHA Consultant was retained by East 124th to provide advice and the identity (and affiliation, if applicable) of the FHA Consultant. East 124th shall provide this certification within 30 days of the end of each 12-month period from the entry of this Consent Decree.

25. During the term of this Consent Decree, East 124th shall maintain, and provide to the United States upon request, the following information and statements regarding any new multifamily dwellings intended to be developed, built, designed, and/or engineered in whole or in part, by East 124th or by any entities in which East 124th has a position of control as an officer, director, member, or manager, or has more than fifty percent (50%) ownership share:

- the name and address of the project;
- a description of the project and the individual units;
- the name, address, and telephone number of the civil engineer(s) involved with the project;
- a statement from the lead civil engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the FHA and in the field of accessible site design, certifying that he/she has reviewed the engineering documents for site work for the project and that the design specifications therein fully comply with the requirements of the FHA, and stating a Standard with which the design specifications comply;
- the name, address and telephone number of the architect(s) who are employed or

- retained by East 124th and are involved with the project;
- a statement from the lead disability accessibility professional employed or retained by East 124th, acknowledging and describing his/her knowledge of and training in the requirements of the FHA and the Guidelines, and in the field of accessible site design, certifying that he/she has reviewed the architectural plans for the project and that the design specifications therein substantially comply with the requirements of the FHA, and stating a Standard with which the design specifications comply.

VIII. PAYMENTS TO AGGRIEVED PERSONS

26. Within thirty (30) days of the entry of this Consent Decree, East 124th shall deposit in a separate account the sum of twenty-thousand (\$20,000) dollars for the purpose of compensating any aggrieved persons who may have suffered as a result of alleged discriminatory housing practices at the Tapestry. This deposited money shall be referred to as the “**Initial Settlement Fund.**”

27. Within thirty (30) days of entry of this Consent Decree, East 124th shall place on its website a link to an electronic version of the Notice set forth in **Appendix E** in an Adobe Acrobat Portable Document Format (“**PDF**”). The link should state “Accessibility Notice” and should appear on the upper half of the website, in a conspicuous font style and color.

28. Within thirty (30) days of the entry of this Consent Decree, East 124th shall send by electronic mail a copy of the **Appendix E** Notice to each present resident at the Tapestry. Within seventy-five (75) days of entry of this Consent Decree, East 124th shall provide the United States with proof that the **Appendix E** Notice has been sent. The United States may make its own efforts to locate and provide notice to potential aggrieved persons.

29. East 124th shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its investigations to locate allegedly aggrieved persons and make determinations regarding their potential claims. In addition, East 124th shall identify to the United States any persons who have claimed to be aggrieved by deficient accessibility at the Tapestry.

30. The United States shall investigate the claims of allegedly aggrieved persons and shall determine which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform East 124th in writing of each of its determinations, together with a copy of a sworn declaration from each aggrieved person setting forth the factual basis of the claim. If the United States determines that the Initial Settlement Fund is insufficient to compensate all aggrieved persons at the Tapestry, the United States shall be entitled to make determinations that award aggrieved persons, in the aggregate, a total amount exceeding the Initial Settlement Fund, but not exceeding fifty-thousand (\$50,000.00) dollars in total.

31. If East 124th disputes the amount of a payment to an aggrieved person, East 124th shall, within fourteen (14) days of receiving notice of a determination from the United States (a “**Determination**”), provide a written objection to the United States, along with any information or documents that they believe may refute the aggrieved person’s claim. The United States shall give due consideration to any objections it receives from East 124th and shall submit, following any objection, its reconsidered determination (a “**Reconsidered Determination**”) to East 124th, in writing, setting forth the aggrieved person and the amount that the aggrieved person shall be paid. If East 124th disputes the Reconsidered Determination, it may—within twenty (20) days after receiving the Reconsidered Determination—file an application with the Court to reinstate this case

and request that the Court adjudicate East 124th's objection to the Reconsidered Determination. In such an event, the Court may sustain or overrule the objection.

32. East 124th shall, no later than twenty (20) days after receiving a Determination to which no objection has been made, or twenty-five (25) days after receiving a Reconsidered Determination to which no objection has been filed with the Court, or ten (10) days after any decision by the Court overruling a filed objection, whichever is earliest, deliver to the aggrieved persons checks in the amounts identified by the United States, with proof of delivery provided to the United States. In no event shall the aggregate of all such checks exceed the amount of fifty-thousand (\$50,000) dollars, plus any accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to the United States the release at Appendix F and the United States has delivered the original of such executed release to East 124th.

33. No adverse action shall be taken against any person because such person cooperates with the United States in its investigations, makes a claim, or seeks to make a claim under this Consent Decree.

34. In the event that less than the total amount in the Initial Settlement Fund including accrued interest is distributed to aggrieved persons, and after the United States determines that no further aggrieved persons will be identified within the term of this Consent Decree, then, no later than the earlier of (a) when the United States determines that no further aggrieved persons will be identified, or (b) the expiration of this Consent Decree, any remainder in the Initial Settlement Fund shall revert to the United States Treasury.

IX. CIVIL PENALTY

35. Within thirty (30) days of the date of entry of this Consent Decree, East 124th shall pay a civil penalty of ten-thousand (\$10,000.00) dollars pursuant to 42 U.S.C. § 3614(d)(1)(C) to

vindicate the public interest. East 124th shall pay said sum by following wiring instructions to be provided by the United States.

X. EDUCATIONAL PROGRAM

36. Within thirty (30) days of the entry of this Consent Decree, East 124th shall provide a copy of this Consent Decree to all of its agents and employees involved in the design or construction of the Tapestry, and secure the signed statement from each agent or employee acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of **Appendix G**. During the term of this Consent Decree, any new employee, agent, or supervisor of East 124th who will be involved in the design or construction of a new Covered Multifamily Dwellings shall, within thirty (30) days after the date he or she commences an agency or employment relationship with East 124th, be given a copy of this Consent Decree by East 124th, and East 124th shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of **Appendix G**.

37. Within 30 days of the entry of this Consent Decree, East 124th shall provide a copy of this Consent Decree to all its agents and employees involved in rental of units at the Tapestry, and secure the signed statement from each agent or employee acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of **Appendix G**.

38. During the term of this Consent Decree any new employee, agent, or supervisor of

East 124th who will be involved in the renting of units at the Tapestry shall, within 30 days after the date he or she commences an agency or employment relationship with East 124th, be given a copy of this Consent Decree by East 124th, and East 124th shall require each such new agent or employee to sign a statement, acknowledging that he or she has received and read this Consent Decree, and has had an opportunity to have questions about this Consent Decree answered. This statement shall be substantially similar to the form of Appendix F.

39. In lieu of providing individuals or entities with copies of this Consent Decree as required by the preceding Paragraphs of Section X, East 124th may instead provide a summary of this Consent Decree with the United States' advance written approval of the form and content of any proposed summary.

40. East 124th shall also ensure that its employees and agents who have supervisory authority over the design and/or construction of Covered Multifamily Dwellings have a copy of, are familiar with, and personally have reviewed, 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). East 124th and its 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 shall be informed of those portions of the FHA that relate to accessibility requirements, reasonable accommodations and reasonable modifications. The educational program provided to employees not engaged in design, construction, or maintenance, such as sales and rental employees, may focus on the portions of the law that relate generally to accessibility requirements as opposed to technical design and construction requirements.

41. Within ninety (90) days of the entry of this Consent Decree, East 124th and all employees and agents whose duties, in whole or in part, involve or will involve supervision over the development, design and/or construction of multifamily dwellings of the type at issue in this case shall undergo training on the design and construction requirements of the FHA. The training shall be conducted by a qualified third-party individual, not associated with East 124th or its counsel, and approved by the Department of Justice; and any expenses associated with this training shall be paid by East 124th. East 124th shall provide to the United States, thirty (30) days before the training, the name(s), address(es), and telephone number(s) of the trainer(s); and copies of any training outlines and materials to be distributed by the trainers. East 124th shall provide to the United States, thirty (30) days after the training, certifications executed by East 124th and covered employees and agents confirming their attendance, in a form substantially equivalent to **Appendix H**.

XI. NOTICE OF NON-DISCRIMINATION POLICY

42. Within thirty (30) days of the date of entry of this Consent Decree, East 124th shall post and prominently display in the sales or rental offices of all Covered Multifamily Dwellings owned or operated by the East 124th, a sign no smaller than ten (10) by fourteen (14) inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. One hundred and eighty (180) days after the date of entry of this Consent Decree and Order, East 124th shall submit to the United States an initial report regarding the signed statements of East 124th's employees and agents who have completed the training program specified in **Section X** of this Consent Decree. Thereafter, during the term of this Consent Decree, East 124th shall, on the anniversary of the entry of this Consent Decree, submit to the United States a report containing the signed statements of new employees and agents that, in accordance with **Paragraph 38** of this Consent Decree, they have

received and read this Consent Decree or a summary thereof, and had an opportunity to have questions about this Consent Decree or such summary answered, except that the last report shall be due sixty (60) days prior to the anniversary.

43. For the term of this Consent Decree, East 124th shall advise the United States in writing within thirty (30) days of receipt of any written administrative or judicial fair housing complaint regarding any property owned, managed, and/or designed or constructed by them, or, to the extent known, against any employees or agents of East 124th working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, East 124th shall also provide the United States all information it may request concerning any such complaint. East 124th shall also advise counsel for the United States, in writing, within thirty (30) days of the resolution of any complaint.

44. For the term of this Consent Decree, East 124th is required to preserve all records related to this Consent Decree for the Tapestry, the Additional Properties and any other Covered Multifamily Dwellings designed, constructed, owned, or acquired by them during the term of this Consent Decree. Upon reasonable notice to East 124th, representatives of the United States shall be permitted to inspect and copy any records of East 124th or inspect any developments or residential units under East 124th's control bearing on compliance with this Consent Decree during business hours, provided, however, that the United States shall endeavor to minimize any inconvenience to East 124th from such inspections.

XII. LOW-INCOME HOUSING TAX CREDIT PROGRAM COMPLIANCE

45. East 124th is hereby notified that, in the event that it fails to substantially comply after notice and reasonable opportunity to cure with any of the terms of this Consent Decree and the United States obtains an order establishing such noncompliance, the United States may take

any appropriate action against East 124th, including but not limited to notifying the appropriate state housing finance agency of the violation. *See* 26 U.S.C. § 42(m)(1)(B)(iii).

XIII. TERM OF CONSENT DECREE

46. The term of this Consent Decree shall commence upon entry of this Consent Decree and, subject to the requirements of **Sections III, V, and VIII** above, expire two (2) years and six (6) months following such entry or 30 days from the date that the Inspector certifies that that all of the necessary modifications for which East 124th has been provided access have been made, whichever date is later.

47. By executing this Consent Decree, the Parties agree that in the event that East 124th engages in any future conduct during the term of this Consent Decree that leads to a determination of a violation of the FHA, such conduct shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

48. The term of this Consent Decree may be extended by the mutual written agreement of the Parties.

49. The Parties agree that the only appropriate remedy for either Party’s failure to perform any non-monetary obligation contained in this Consent Decree is specific performance.

50. The United States and East 124th shall endeavor, in good faith, to resolve any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution.

XIV. TIME FOR PERFORMANCE

51. Any time limits for performance imposed by this Consent Decree may be extended by the mutual written agreement of the United States and East 124th, the consent to which shall not be unreasonably denied or withheld.

XV. MISCELLANEOUS

52. The United States and East 124th will bear their own costs and attorney's fees associated with this litigation.

53. The United States and East 124th understand and agree that this Consent Decree and the appendices thereto contain the entire agreement between them, and that any statements, representations, promises, agreements, or negotiation, oral or otherwise, between the Parties or their counsel that are not included herein shall be of no force or effect.

54. This Action shall be dismissed upon entry of this Consent Decree, subject to the right of the Parties to reinstate the Action for noncompliance with the terms hereof.

DATED: January 16, 2025
New York, New York

DATED: January 17, 2025
New York, New York

For the United States:

For East 124th Street LLC

EDWARD Y. KIM
Acting United States Attorney

ROSENBERG & ESTIS, P.C.

By: 

By: 

DANIELLE J. MARRYSHOW
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CORI A. ROSEN
733 Third Avenue
New York, New York 10017
Tel: (212) 551-8401
crosen@rosenbergestis.com

DATED: _____, 2025
New York, New York

SO ORDERED:

UNITED STATES DISTRICT JUDGE

APPENDIX A-1**PUBLIC AND COMMON USE AREAS AT THE TAPESTRY**

As soon as reasonably possible, but no later than six (6) months from the entry of this Consent Decree, East 124th shall complete the retrofits identified in this Appendix A-1

ELEVATORS

ELEMENT	CONDITION	AGREED UPON RETROFIT
The finished dimensions for elevators with doors to the side must be at least 68" wide by 51" deep	Finished Dimensions are 67 ¾" x 50"	Interior elevator panels will be adjusted as much as possible to achieve 68" in width by 51" in depth.

CELLAR

ELEMENT	CONDITION	AGREED UPON RETROFIT
The top of the threshold cannot be more than ½" above the landing on both sides of the door. If it is taller than 1/4", it must be beveled 1:2.	At the door to the Garage near Elevator Bank A, the top of the threshold is ½" above the floor and is not beveled 1:2.	1:2 bevels will be added to this threshold
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 of the door.	At the door to the Garage near Elevator Bank A, the maneuvering space extends only 12 ½" beside the latch side of the door.	Automatic door opener will be installed.
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 of the door.	At the corridor door between the Elevator Bank A and the Laundry Room, the maneuvering space extends only 8 ¾" beside the latch side of the door.	Automatic door opener will be installed.
Where the underside of an object is more than 27" and less than 80" above the floor, the object may not protrude into the circulation path by more than 4".	In the corridor, between the Elevator Bank A and the laundry room, a sensor is suspended from the ceiling. The bottom edge is 77" above the circulation path.	Sensor will be raised
Where the underside of an object is more	In the corridor, between the 2 laundry	If Raising Sign cannot be achieved, install

APPENDIX A-1**CELLAR**

than 27” and less than 80” above the floor, the object may not protrude into the circulation path by more than 4”.	rooms, an exit sign is suspended from the ceiling. The bottom edge is 71 ¾” above the circulation path.	flexible Exit Sign, subject to review and approval of John Torkelson
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COMMON LAUNDRY ROOMS

ELEMENT	CONDITION	AGREED UPON RETROFIT
Upper Laundry Room: There are common use tables. Knee space underneath must be at least 27” high for a width of at least 30”.	The knee space under the table used for folding clothes is only 26 ½” high.	Legs will be adjusted so that 27” minimum knee space is achieved
Lower Laundry Room: 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 of the door.	The maneuvering space extends only 14 ½” beside the latch side of the door.	Non-fixed table will be relocated so that 18” minimum pull-side clearance indicated can be achieved
Lower Laundry Room: Operable parts must be within reach. A side reach is required. There is no obstruction. Therefore, it must be between 9” and 54” above the floor.	The credit card reader on the vending machine is 57” above the floor.	Credit card reader will be lowered, replaced
Lower Laundry Room: An accessible route must connect the entrance to all the accessible rooms, spaces, and elements in the facility.	The accessible route to the fire extinguisher is blocked by carts and trash cans.	Fire Extinguisher will be relocated so it will no longer be obstructed

BICYCLE STORAGE ROOM

ELEMENT	CONDITION	AGREED UPON RETROFIT
Maneuvering space at the door cannot have a slope in either direction of more than 2% in either direction.	Inside the Bicycle Storage Room, the maneuvering space has a running slope of 4.4%.	This area will be flash-patched so that slope will not exceed 2% OR Automatic Door will be installed permitting the 5% maximum slope indicated

APPENDIX A-1**1ST FLOOR**

ELEMENT	CONDITION	AGREED UPON RETROFIT
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 of the door.	At the door to the Garage, the maneuvering space is only 54 ½” deep and extends only 6 ½” beside the latch side of the door. Additionally, miscellaneous storage blocks the maneuvering space.	There is an Alternate Accessible Route that can also serve this space from Cellar, Directional Signage will be installed indicating this Alternate Route

MAIL AREA

ELEMENT	CONDITION	AGREED UPON RETROFIT
For residential mailboxes serving units that have mobility features, the operable parts may not be mounted any higher than 54”. The USPS does not permit mailboxes to have operable parts below 28” and the floor of parcel boxes to be below 15”.	The top 4 rows are 56 ¾” to 66 ½” above the floor, which is about 50% of the mailboxes are out of reach.	Accessible mailboxes will be reserved for residents requiring access to the same
Accessible route may narrow to 32” for a distance of no more than 24”.	The accessible route narrows to less than 36” wide for a round 3 sides of the table.	Non-fixed table will be removed
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.	The rent drop is 66 ¾” above the floor.	Additional, alternate Rent Drop will be provided within Accessible Reach Ranges

MANAGEMENT OFFICE

ELEMENT	CONDITION	AGREED UPON RETROFIT
Interior and exterior signs identifying permanent rooms and spaces must use uppercase characters.	The Management Office sign has lower case characters.	Signage will be replaced
The pull side of the door requires a forward approach. Therefore, the maneuvering space must be 60” deep and	The maneuvering space extends only 10 ¾” beside the latch side of the door.	Non-fixed table will be removed to provide compliant maneuvering clearance

APPENDIX A-1**MANAGEMENT OFFICE**

must extend 18" to the side of the latch of the door.		
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3RD FLOOR

ELEMENT	CONDITION	AGREED UPON RETROFIT
The top of the threshold cannot be more than ½" above the landing on both sides of the door. If it is taller than ¼", it must be beveled 1:2.	At the door between the lounge and the terrace, the top of the threshold is 1" above the floor and the 1 ¾" above the terrace. It is not beveled.	Replace with compliant threshold.

TOILET ROOM NEAR FITNESS CENTER

ELEMENT	CONDITION	AGREED UPON RETROFIT
The Toilet Room sign must have raised characters that are in upper case and are 5/8" to 2" tall. The message must be repeated in braille. The sign must have a matte finish. The characters must contrast with the background. The baseline of the raised letters and braille must be between 48" and 60".	The toilet room sign uses upper- and lower-case letters.	Signage will be replaced
Operable parts over an obstruction must be within reach. Operable parts cannot be beyond the front edge of the clear floor space. The obstruction must be no more than 34" tall and no more than 25" deep. Therefore, the operable part must be within 44" of the floor. If the obstruction is less than 20" deep, the operable part must be within 48" of the floor.	The electrical receptacle is 49 ¼" above the floor.	Outlet will be "covered" by a locked box and designated "employees only"

APPENDIX A-1**TOILET ROOM NEAR FITNESS CENTER**

Operable parts over an obstruction must be within reach. Operable parts cannot be beyond the front edge of the clear floor space. The obstruction must be no more than 34" tall and no more than 25" deep. Therefore, the operable part must be within 44" of the floor. If the obstruction is less than 20" deep, the operable part must be within 48" of the floor.	The soap dispenser is 47 ½" AFF.	Soap dispenser will be relocated
The sidewall grab bar at the toilet must be at least 42" long, must be within 12" of the rear wall, and must extend at least 54" from the rear wall.	The front end of the grab bar is only 48 ½" from the rear wall.	Grab bar will be relocated
The rear grab bar must be at least 36" long. It must extend at least 12" in each direction from the toilet centerline.	The rear grab bar is only 24" long and extends only 30 ½" to the open side of the toilet.	36" long rear grab bar will be installed
Centerline of toilet must be 16" to 18" from sidewall.	The toilet centerline is 18 ¾" from the side toilet sidewall.	Off-set flange will be installed so that centerline will be 18" from parallel (side) wall
The toilet flush control must be on the open side of the toilet.	The toilet flush control is on the wall side.	Water closet will be replaced so that flush-valve will be on "open" side of water closet.

FITNESS CENTER

ELEMENT	CONDITION	AGREED UPON RETROFIT
The top of the threshold cannot be more than ½" above the landing on both sides of the door. If it is taller than ¼", it must be beveled 1:2.	At door between the fitness center and the terrace, the top of the threshold is 1" above the floor and is not beveled.	Threshold will be replaced
The accessible route must be at least 36" wide. Accessible route may narrow to 32" for a distance of no more than 24".	Parts of the accessible route to each type of fitness equipment narrow to less than 36" wide for a distance of more than 24".	Fitness Equipment can be easily relocated to provide the Accessible Route indicated.

APPENDIX A-1**FITNESS CENTER**

At least one of each type of storage must be within reach. A side reach is possible. Where the reach is unobstructed, it must be between 9" and 54" above the floor. Where the reach is obstructed by an object that is more than 10" deep and no more than 34" tall, it must be no higher than 46".	Objects on the floor are an obstruction. The mat hooks are 68 ½" above the floor.	One (1) Mat Hook will be lowered to be within Accessible Reach Ranges
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TRASH ROOM, 1ST FLOOR

ELEMENT	CONDITION	AGREED UPON RETROFIT
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 of the door.	The maneuvering space is only 58 ¾" deep and extends only 15 ¼" beside the latch side of the door. Additionally, the recycling container and a chair block the maneuvering space.	Accessible Trash Chute door will be installed on corridor side

TRASH ROOM, 10TH FLOOR

ELEMENT	CONDITION	AGREED UPON RETROFIT
A forward approach to the pull side of the door is required. The maneuvering space must extend 18" to the latch side of the door. The 2010 ADA Standards permit this dimension to be taken 8" beyond the face of the door.	Inside the trash room, the wall and electrical conduit project about 13" from the face of the door. The maneuvering space extends only 1 ¼" to the latch side of the door.	Accessible Trash Chute door will be installed on corridor side
Where the underside of an object is more than 27" and less than 80" above the floor, the object may not protrude into the circulation path by more than 4".	The underside of the electrical box is 72 ½" above the floor and protrudes 8" into the circulation path.	Accessible Trash Chute door will be installed on corridor side
The control for the trash chute intake door must be openable with no more than 5-pounds force.	In all the trash rooms, the control on the trash chute intake door requires 10 pounds force to open.	Accessible Trash Chute door will be installed on corridor side

APPENDIX A-1**TRASH ROOM, 11TH FLOOR**

ELEMENT	CONDITION	AGREED UPON RETROFIT
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 of the door.	The maneuvering space is only 54 ½" deep and extends only 6 ¾" beside the latch side of the door.	Accessible Trash Chute door will be installed on corridor side
Where the underside of an object is more than 27" and less than 80" above the floor, the object may not protrude into the circulation path by more than 4".	The underside of the electrical box is 58 3/4" above the floor and protrudes 8 1/4" into the circulation path.	Accessible Trash Chute door will be installed on corridor side
The control for the trash chute intake door must be openable with no more than 5-pounds force.	In all the trash rooms, the control on the trash chute intake door requires about 10 pounds force to open.	Accessible Trash Chute door will be installed on corridor side

APPENDIX A-2**UNIT RETROFITS AT THE TAPESTRY**

As soon as reasonably possible, but no later than 2 years from the entry of this Order, East 124th shall finish the retrofits listed in this Appendix A-2.

CLEARING OPEN WIDTH OF DOORS**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 3, SEC. (2)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several unit(s)	Clear opening width is less than 31 5/8" in various areas.	Will survey units for condition and in those units, will increase clear width to 31 5/8" min., with the use of a swing-clear offset door hinge or otherwise, upon the request of a tenant or prospective tenant.

INTERIOR DOOR THRESHOLDS**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 4, SEC. (4)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several units	Inside certain dwelling units, the threshold was taller than 1/2". Where the top of the threshold is more than 1/4" above the landing, the transition must be beveled at least 1:2.	Will survey units for condition and in those units, make flush, or provide 1/4" high max. threshold, if not beveled, or provide 1/2" high max. threshold, beveled at ratio of 1:2 max. Alternatively, Shulter Strip will be added on the interior and exterior side of existing thresholds to reduce threshold height to 1/2" maximum or less, if possible. Retrofit to be performed on the earlier of tenant request, vacancy, or within the term of the Consent Decree.

APPENDIX A-2**GRAB BAR REINFORCEMENT
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 6**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All unit(s)	Unclear if reinforcement installed in bathroom walls to allow later installation of grab bars around the toilet, tub, shower, and shower seat.	Within three (3) months of the effective date of this Consent Decree, East 124 th will provide documentary evidence proving existing reinforcement in all required areas of a sample unit.

**LAVATORY PIPES
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7(2)(a)(ii) or 7(2)(b)(v) and 4.19.2.1**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
All unit(s).	Pipes under lavatory with removable base cabinets are not insulated.	Will cover pipes beneath removable base cabinets. Retrofit will be made upon vacancy or request of tenant or prospective tenant, pursuant to the Accessible Modification Rider.

**KITCHEN AND BATHROOM OUTLETS
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 5**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several units	Centerline of top outlet of receptacles above kitchen counters must be 46" max AFF. Centerline of top outlet of receptacles above lavatory cabinets (34" max AFF), with max 20" depth, must be 48" max AFF. When above a lavatory counter deeper than 20" but max 25" depth, must be 44" max AFF. In both instances, clear floor space must extend to the wall.	Will survey units for condition and in those units, move outlets, install new outlets, or provide wall-mounted power strips such that are in acceptable reach ranges described in the preceding column. Retrofit will be made upon vacancy or request of tenant or prospective tenant, pursuant to the Accessible Modification Rider.

APPENDIX A-2**BATHROOM TOILETS****FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(ii) or 7(2)(b)(iv)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several units	Toilet centerline is less than 15" from the side of the lavatory counter, less than 18" from the adjacent sidewall or bathtub and/or there is less than 33" between the sidewall and the side of the lavatory.	Will survey units for condition and in those units, will install offset flange to move toilet as close to between 16" and 18" away from side wall as the flange will permit, and, if necessary, trim edge of countertop to provide a total clearance of 33". Retrofit will be made upon vacancy or on request of tenant or prospective tenant, pursuant to the Accessible Modification Rider.

BATHROOM CLEAR FLOOR SPACE**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (2)(a)(i)**

UNIT(S)	CONDITION	AGREED UPON REQUEST
Several units	Clear floor space beyond the door swing is less than 30" wide by 48" long.	Will reverse bathroom door swing at the request of a tenant or prospective tenant; provided that this retrofit shall be completed no later than ten (10) days after receiving such a request, pursuant to the Accessible Modification Rider.

KITCHEN CLEARANCE**FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (1)(b)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
Several units	Less than 40" min. width at the refrigerator	Will install low-profile refrigerators to provide 40" min. width at the refrigerators. Retrofit will be made upon the request of a tenant or prospective tenant, pursuant to the Accessible Modification Rider.

APPENDIX A-2**KITCHEN SINKS AND RANGES
FAIR HOUSING ACCESSIBILITY GUIDELINES REQUIREMENT 7, SEC. (1)(a)**

UNIT(S)	CONDITION	AGREED UPON RETROFIT
A-line, B-line, C-line, D-line, E-line, F-line, H-line, L-line, M-line, N-line, P-line, Q-line, R-line, T-line, H-line, L-line, F-line, E-line, T-line, N-line, P-line, and R-line.	30" by 48" clear floor space that is parallel to the range is off center by approximately 8".	As provided in the Accessible Modification Rider, will swap range and adjacent cabinet to increase centerline at the request of a tenant or prospective tenant; provided that this retrofit shall be completed no later than ten (10) days after receiving such a request.
B-line, D-line, E-line, G-line, and S-line	Parallel clear floor space at kitchen sink of 30" x 48", is off center by 11 ½" Unclear if cabinet below kitchen sink is removable obviating the need for parallel clear floor space.	Within three (3) months of the effective date of this Consent Decree, East 124 th will provide documentary evidence of removable base cabinet.

APPENDIX B

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS
OF THE TAPESTRY**

To Our Residents and Prospective Residents:

Federal law requires that the public and common use areas at the Tapestry. contain accessibility features for persons with disabilities. Within the next six (6) months, we will be undertaking a program of retrofits to the public and common use areas to make them more accessible to persons with disabilities. A list of mandatory retrofits we will be undertaking is available at the leasing office. We do not anticipate that current residents will have to be relocated during the term of their tenancy or that prospective residents will have their move-in dates delayed because of the retrofits we will be undertaking.

Should you have questions regarding this letter, please contact the leasing office at the Tapestry or the United States Attorney's Office, Southern District of New York, at (212) 637-0840.

Sincerely,

The Tapestry

APPENDIX C

**NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS
OF RETROFITS FOR THE TAPESTRY,
WHICH MUST BE SCHEDULED WITHIN THE NEXT TWO (2) YEARS**

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

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

Depending on the particular features in your unit, the modifications may include:

- Modification of door entries and thresholds to ensure accessibility to persons in wheelchairs;
- Modification of bathrooms to ensure accessibility to persons in wheelchairs;
- Modification of kitchen appliances to ensure usability by persons with disabilities; or
- Lowering of electrical outlets.

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

If you have any questions, please contact us at the management office.

APPENDIX D

ACCESSIBILITY MODIFICATION RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED BETWEEN (LANDLORD) AND _____ (TENANT) REGARDING APARTMENT IN THE PREMISES LOCATED AT 245 EAST 124TH STREET, NEW YORK, NEW YORK, (THE “BUILDING”). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS AND OBLIGATIONS OF THE LANDLORD AND THE TENANT.

1. TENANT acknowledges that he/she has been advised that TENANT may request that LANDLORD install in the apartment which is the subject of this lease any or all of the “accessibility modifications” set forth below.
2. LANDLORD acknowledges and agrees that within ten (10) days of receiving a written request for installation of any or all of the items set forth below from the TENANT, made at any time during the term of the LEASE, LANDLORD shall endeavor, in good faith, to install the requested items in the Apartment without charge to the tenant and without any increase in the legal rent. Notwithstanding anything to the contrary contained herein, LANDLORD shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control.
3. LANDLORD and TENANT agree that in the event any item is installed at TENANT’S request, the item(s) shall thereafter remain the property of the LANDLORD and must be properly maintained and returned to the LANDLORD at the end of the lease in the same condition as originally provided, except for normal wear and tear.

LIST OF ACCESSIBILITY MODIFICATIONS:

1. **Clear Width of Doors.** For any doors with a clear width opening of less than thirty-two inches in width, Landlord will install swing-away hinges to provide additional two inches (2”) of clearance.
2. **Outlet Location.** Landlord will provide wall mounted power strips for outlets that are located:
 - a. Less than fifteen inches (15”) or more than forty-eight inches (48”) above the finished floor, if obstructed and intended for a forward approach;
 - b. Less than fifteen inches (15”) or more than forty-six inches (46”) above the finished floor, if obstructed and intended for a sideways approach;
3. **Bathroom Grab Bars.** Landlord will install grab bars. For bathrooms with a rear banjo above the toilet, Landlord will remove banjo countertops and replace with countertops that do not obstruct the grab bar location.
4. **Clear Floor Space at Appliances.** In kitchens where there is less than forty inches (40”) minimum of clear floor space between opposing base cabinets, countertops, appliances and/or walls, Landlord will provide forty inch (40”) minimum width by replacing the existing refrigerator with low-profile refrigerator.
5. **Range and Kitchen Sink Centerline.** Where the kitchen sink and/or range are located less than twenty-four inches (24”) from an adjacent, non-removable base cabinet or wall,

APPENDIX D

Landlord will either swap the range and the adjacent cabinet to increase centerline, or will remove base cabinetry underneath the sink to increase accessibility.

6. **Bathroom Clear Floor Space.** Where less than thirty inches (30") by forty-eight inches (48") of clear floor space is provided beyond the swing of a bathroom doorway, Landlord will reverse the swing of the door to swing outward.
7. **Bathroom Lavatory Base Cabinets.** Landlord will create a twenty-four inch (24") minimum centerline from the adjacent bathtub by removing base cabinets in all bathrooms, covering the pipes, and finishing the floor and wall below the sink, if necessary.
8. **Toilet Centerline.** Where the centerline of a toilet is less than sixteen inches (16") from an adjacent side wall, Landlord will install an offset flange to move the toilet as close to sixteen inches (16") from the sidewall as the flange will permit. Where the toilet centerline is greater than eighteen inches (18") from the adjacent side wall, Landlord will install ledger strips to reduce the centerline to eighteen inches (18").

LANDLORD

TENANT

By: _____

By: _____

Dated: _____

Dated: _____

APPENDIX E

**NOTICE TO PERSONS WHO MAY HAVE SUFFERED FROM INADEQUATE
ACCESSIBLE FEATURES AT THE TAPESTRY**

On _____, 2025, the United States District Court for the Southern District of New York entered a consent decree resolving a lawsuit brought by the United States Department of Justice against East 124th Street, LLC alleging a failure to include certain accessible features for persons with disabilities required by the Fair Housing Act, 42 U.S.C. § 3604(1)(3)(c), in the design and construction of the Tapestry.

Under this consent decree, a person may be entitled to receive monetary relief if they:

- WERE DISCOURAGED FROM LIVING AT THIS PROPERTY BECAUSE OF THE LACK OF ACCESSIBLE FEATURES;
- HAVE BEEN HURT IN ANY WAY BY THE LACK OF ACCESSIBLE FEATURES AT THIS PROPERTY;
- PAID TO HAVE AN APARTMENT AT THIS PROPERTY MADE MORE ACCESSIBLE TO PERSONS WITH DISABILITIES; OR
- WERE OTHERWISE DISCRIMINATED AGAINST ON THE BASIS OF DISABILITY AT THIS PROPERTY.

If you wish to make a claim for discrimination on the basis of disability, or if you have any information about persons who may have such a claim, please contact the United States Attorney's Office, Southern District of New York at 212-637-2800. You may also fax us at 212-637-2702 or write to:

United States Attorney's Office., Southern District of NM: York
Attn: Civil Rights Unit
86 Chambers Street
New York, New York 10007

NOTE: You must call or write no later than _____,

APPENDIX F

RELEASE FORM

In consideration of the payment of the sum of _____ dollars (\$_____), pursuant to the Consent Decree entered in *UNITED STATES OF AMERICA v EAST 124TH STREET LLC*, ___ cv ___ (S.D.N.Y.), I hereby release East 124th Street, LLC from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in the above-styled action.

I fully acknowledge and agree that this release of the East 124th Street, LLC shall be binding on my heirs, representatives, executors, successors, administrators, and assigns.

I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

(Print Name)

(Date)

APPENDIX G

ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER

I, _____, am an employee of _____, and my duties include _____. I have received and read a copy of the Consent Decree in *UNITED STATES OF AMERICA v EAST 124TH STREET LLC*, ___ cv ___ (S.D.N.Y.), and have been given instruction on (1) the terms of this Consent Decree, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements, and (3) my responsibilities and obligations under the Consent Decree and the Fair Housing Act. I have had all of my questions concerning the Consent Decree answered to my satisfaction.

(Signature)

(Print Name)

(Date)

APPENDIX H

CERTIFICATION OF FAIR HOUSING TRAINING

On _____, I attended training on the federal Fair Housing Act, including its requirements concerning physical accessibility for persons with disabilities. I was also instructed as to the rental policies and procedures, including the nondiscrimination, complaint, and reasonable accommodation policies of the Fair Housing Act. I have had all or my question concerning the Fair Housing Act answered to my satisfaction.

(Signature)

(Print Name)

(Date)