



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

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

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

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

### **C. Relevant Requirements of the Americans with Disabilities Act**

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

8. For the purposes of this Consent Order, the parties agree that the leasing offices for the Subject Properties were designed and constructed for first occupancy after January 26, 1993, and therefore the leasing offices and the facilities and privileges provided at those offices such as bathrooms and public parking are required to be designed and constructed in accordance with the standards promulgated under the ADA.

**D. Relevant Requirements of the Rehabilitation Act of 1973 (UFAS)**

9. The Rehabilitation Act of 1973, 29 U.S.C. § 792, as amended, requires that minimal guidelines for accessibility be met at federally owned and federally assisted properties. The Uniform Federal Accessibility Standards (“UFAS”) establish the technical requirements of the Rehabilitation Act. Under UFAS, five percent of the total number of units at federally assisted multifamily housing projects must be UFAS-compliant. UFAS, Section 4.1.4(11).

**E. Subject Properties**

**i. Monserrate Elderly**

10. Monserrate Elderly Apartments is a five-level elevator multifamily property located at PR 2 Km. 164.0 – Lavadero Ward, Hormigueros, PR. Its 74 FHA-covered units are one-bedroom types: 70 standard unit types<sup>1</sup> and four HC unit types. It has a rental office, a manager’s office, a common meeting/multipurpose room with kitchen, laundry facilities, a mail center, a dumpster facility, an outdoor seating area, and common bathrooms for residents and prospective renters. It was developed by Star Management Corp. and is owned by Monserrate Elderly Limited Partnership, S.E. The property was built with Low Income Housing Tax Credits (“LIHTC”).

**ii. Sunrise Elderly**

11. Sunrise Elderly Apartments is an eight-level elevator multifamily property located at Avenida Los Mirtos #198 URB., Hyde Park, San Juan, PR. Its 42 FHA-covered units are one-bedroom types: 39 standard unit types and three HC unit types. It has a rental office, a manager’s office, a common meeting/multipurpose room with kitchen, a social service office, laundry facilities, common bathrooms for residents and prospective renters, a mail center, and a dumpster facility. It was developed by Star Housing Development, Inc. and is owned by Sunrise Elderly Limited Partnership, S.E. The property was built with LIHTC.

**iii. Morovis Elderly**

12. Morovis Elderly Apartments is a six-level elevator multifamily property located at Barrio Montellanos, Morovis, PR. Its 92 FHA-covered units are one-bedroom types: 87 standard unit types and five HC/UFAS unit types. The property has an administrative center with a rental

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<sup>1</sup> The unit types at Monserrate and at the other five properties are described as either “standard” or “HC.” Standard units contain the layout and features offered in all units with the exception of HC-units. HC units contain features specifically intended to accommodate a wheelchair user. HC units typically have wider bathrooms, sinks that allow a wheelchair user to roll under them, and grab bars installed around the toilets and in the showers. Typically, 5% or fewer of the units at a property are HC-types, and 95% or more are standard types.

office, a manager's office, a community center/multipurpose room with kitchen, laundry facilities, a mail center, a dumpster facility, and common bathrooms for residents and prospective renters. It was developed by Star Housing Development, Inc. and is owned by Morovis Elderly Limited Partnership, S.E. The property was built with LIHTC and currently receives funding through the HUD Section 8 Project-Based Housing Choice Voucher Program.

**iv. Isabela Elderly**

13. Isabela Elderly Apartments is a three-level elevator multifamily property located at Carretera PM 112 KM, 1.4 BO., Mora, Isabela, PR. Its 24 FHA-covered units are one-bedroom unit types: 22 standard unit types and two HC unit types. It has a rental office, a manager's office, a common meeting/multipurpose room with kitchen, laundry facilities, a picnic/patio area, a garden area, a dumpster facility, a mail center, and common bathrooms for residents and prospective renters. It was developed by Star Housing Development, Inc. and is owned by Isabela Elderly Limited Partnership, S.E. The property was built with LIHTC.

**v. Patillas Elderly**

14. Patillas Elderly Apartments is a five-level elevator multifamily property located at Carretera PM 3 KM 122.3 Interior Barrio Mamey, Patillas, PR. Its 120 FHA-covered units are one-bedroom types: 114 standard unit types and six HC/UFAS unit types. It has a rental office, a manager's office, a common meeting/multipurpose room with kitchen, laundry facilities, a picnic/patio area, a dumpster facility, a mail center, and common bathrooms for residents and prospective renters. It was developed by Star Housing Development, Inc. and is owned by Patillas Elderly Limited Partnership, S.E. The property was built with LIHTC and currently receives funding through the HUD Section 8 Project-Based Housing Choice Voucher Program.

**vi. Florida Elderly**

15. Florida Elderly Apartments is a seven-level elevator multifamily property located at Calle Muñoz Rivera #73, BO., Pueblo, Florida, PR. Its 72 FHA-covered units are one-bedroom unit types: 68 standard unit types and four HC/UFAS unit types. It has a rental office, a manager's office, a common meeting/multipurpose room with kitchen, laundry facilities, a picnic area, a dumpster facility, a mail center, and common bathrooms for residents and prospective renters. It was developed by Star Housing Development, Inc. and is owned by Florida Elderly Limited Partnership, S.E. It was built with LIHTC and currently receives funding through the HUD Section 8 Project-Based Housing Choice Voucher Program.

**F. Federal Funding for Certain Subject Properties**

16. Designated UFAS units at Morovis Elderly, Patillas Elderly, and Florida Elderly fail to comply with the accessibility requirements of UFAS, including, but not limited to, lack of required accessible signage at unit entries, mirrors mounted too high above the finished floor for use by a person in a wheelchair; showers that lack the required clear floor space because the controls are not mounted on the back wall of the shower and within the reach range of mounted seats; grab bars at toilets and in showers in accessible locations; kitchens that lack require work

surface with 30” clear wide space for a forward approach; and required emergency visual alarms not provided in bedrooms.

### **G. Consent of the Parties to this Order**

17. Defendants agree to address the elements that the United States alleges are not in compliance with the Accessible Design Requirements of the FHA and, where applicable, the ADA and UFAS, as set forth herein.

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

19. As indicated by the signatures appearing below, the parties have agreed to the entry of this Consent Order.

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

## **II. GENERAL INJUNCTION**

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

21. Defendants and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from interfering or preventing the retrofitting ordered herein or the implementation or completion of this Consent Order. Defendants agree to allow access to the public and common use areas of the Subject Properties, and access to unit interiors at the Subject Properties, for the purpose of planning, evaluating, and performing any action required under this Order to bring the public and common use areas and the unit interiors into compliance with the FHA and the Fair Housing Accessibility Guidelines (“FHA Guidelines”) (56 Fed. Reg. 9472 *set seq.* (1991)), the ADA, or UFAS, and for the purpose of interviewing or meeting with residents or tenants to aid in the implementation or completion of this Consent Order.

## **III. RETROFITS AT THE SUBJECT PROPERTIES**

22. The United States, as set forth herein and in its Complaint, alleges that the Subject Properties do not meet the accessibility requirements of the FHA, the FHA Guidelines, the ADA, and the ADA Standards. To address the United States’ allegations, Defendants, in accordance with the FHA, the FHA Guidelines, the ADA, and the ADA Standards, shall complete the actions and retrofits described in this section and in Appendices B.1- G.3, and in accordance with the Route and Inspection General Protocol and the Interior Retrofit Inspection Protocol

separately agreed to by the United States and Defendants and further described in Section VI infra. Defendants further agree to complete actions and retrofits necessary to bring units into compliance with UFAS as set forth in this Order.

**A. General Retrofits to Accessible Routes at Subject Properties**

23. As soon as reasonably possible, but by no later than twelve (12) months from the entry of this Consent Order, Defendants will complete the retrofits to make the accessible routes identified in Appendices B.1, C.1, D.1, E.1, F.1, and G.1 compliant with the FHA and the FHA Guidelines, and where applicable, the ADA and ADA Standards, and in accordance with the Route and Inspection General Protocol.

**B. Specific Retrofits to Accessible Routes and Retrofits to the Public and Common Use Areas at Subject Properties**

24. As soon as reasonably possible, but by no later than eighteen (18) months from the entry of this Order, Defendants will complete retrofits to the public and common use areas listed in Appendices B.2, C.2, D.2, E.2, F.2, and G.2 to bring the public and common use areas into compliance with the FHA and the FHA Guidelines, and where applicable, the ADA, ADA Standards, and UFAS, and in accordance with the Route and Inspection General Protocol.

**C. Retrofits to Covered Multifamily Dwelling Unit Interiors at Subject Properties**

25. As soon as reasonably possible, but by no later than thirty-six (36) months from the entry of this Order, Defendants will complete all retrofits as described in Appendices B.3, C.3, D.3, E.3, F.3, and G.3 and in the Interior Retrofit Inspection Protocol to the interiors of the covered multifamily dwellings to bring unit interiors into compliance with the FHA and the FHA Guidelines, and where applicable, UFAS. Defendants will retrofit the interior of a covered multifamily dwelling unit no later than the first time that unit becomes vacant following the entry of this Order and before that unit is occupied by a new tenant or resident. Regardless of whether or not a vacancy arises for such retrofitting, however, Defendants will complete retrofitting within thirty-six (36) months from entry of this Order.

26. Within sixty (60) days from the entry of this Order, Defendants will provide a notice in English and Spanish that is substantially equivalent to Appendix H to residents at the Subject Properties. The notice will inform residents that (1) the United States alleges that the units and public and common use areas do not meet the requirements of the FHA and the FHA Guidelines, and that to settle this lawsuit, Defendants have agreed to perform certain retrofits to the dwelling units; (2) the unit must be retrofitted within thirty-six (36) months of the date of the entry of the Order; (3) the resident can schedule the retrofits; (4) the retrofits will be performed at no cost to the resident; and (5) temporary relocation, or if temporary relocation is unavailable, a payment equivalent to the U.S. General Services Administration rate will be provided to the resident for temporary relocation expenses incurred by the tenant, as required by Section IV of this Order, infra.

27. Residents may request in writing that the retrofits described in para. 25, above be scheduled, and the requests will be granted by Defendants on a first-come, first-served basis. Defendants must complete the retrofits as promptly as practical, but no later than forty-five (45) days from the date on which the retrofits were requested by a resident on a first-come, first-served basis, with such deadline being subject to para. 61, below, of this Consent Order.

#### **IV. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING UNIT INTERIORS AT FULLY SURVEYED SUBJECT PROPERTIES**

28. Defendants will endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Consent Order at the Subject Properties.

29. Defendants will offer any resident of a unit scheduled to undergo a retrofit who will be dislocated from the unit for more than twenty-four (24) hours consecutively a similarly sized furnished unit at one of the Subject Properties at no cost. In the event that a similarly sized furnished unit at one of the Subject Properties is not available, Defendants will pay the resident the applicable government per diem rate for food and lodging for the local area (as available at [www.gsa.gov](http://www.gsa.gov) – click on “per diem rates” under travel) for each day of undue inconvenience or hardship for the resident(s). Such payment will be made prior to the commencement of any retrofit work on the resident’s unit, so that the resident can use the money to obtain alternative living accommodations and food while dislocated.

#### **V. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS AT FULLY SURVEYED SUBJECT PROPERTIES**

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

#### **VI. NEUTRAL INSPECTOR AT SUBJECT PROPERTIES**

##### **A. Neutral Inspector for Subject Properties**

31. Defendants will enter into a contract with one or more neutral inspector(s) approved by the United States (“Inspector”) to conduct on-site inspections of the retrofits that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Order’s Appendices B.1 - G.3, the Route and Inspection General Protocol, and Interior Retrofit Inspection Protocol that describe the retrofits for the properties. The Inspector(s) will have expertise in the Accessible Design Requirements of the FHA, and the requirements of the FHA Guidelines, ADA, ADA Standards, American National Standards Institute (ANSI) A117.1-1986, and where applicable, UFAS.

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

33. The inspections of accessible pedestrian routes, public and common use areas, and dwelling units will be conducted by the Inspector in accordance with this Consent Order and the relevant Appendices. The inspections of the accessible pedestrian routes will also be conducted by the Inspector in accordance with the written Route and Inspection General Protocol separately agreed to by Defendants and the United States, which will be provided to the Inspector. The inspections of the dwelling units will be conducted by the Inspector in accordance with the written Interior Retrofit Inspection Protocol separately agreed to by Defendants and the United States, which will be provided to the Inspector.

34. The Inspector will set out the results of each inspection of the Subject Property, including deficits, if any, in writing and will send that report to counsel for Defendants and for the United States. The Inspector will take digital photographs of any deficiencies identified at each Subject Property. If the inspection indicates that not all the required retrofits have been made as specified in the Appendices, Interior Retrofit Inspection Protocol, or the Route and Inspection General Protocol that apply to a Subject Property, the parties may confer with the neutral inspector concerning the findings, but the inspector will have the ultimate determination. Defendants involved in that specific Subject Property, as set forth above, will correct any deficiencies within ninety (90) days and will pay for another inspection by the same Inspector to certify the deficiencies have been corrected. This process will continue until the Inspector certifies that all the necessary retrofits have been made. Defendants involved in that specific property will pay all of the Inspector's reasonable costs associated with these inspections of the Subject Property, and such payments will be made without regard to the Inspector's findings. Upon reasonable notice to Defendants, representatives of the United States will be permitted to inspect the retrofits made by Defendants in accordance with this Consent Order to ensure compliance; provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.

## **VII. TRANSFER OF INTEREST IN SUBJECT PROPERTIES**

35. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of any of the Subject Properties shall not affect Defendants' continuing obligation to retrofit any Subject Property as specified in this Consent Order. Should a Defendant sell or transfer ownership of any Subject Property, in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in Sections III, IV, and V of this Order, the Defendant will at least thirty (30) days prior to completion of the sale or transfer: (a) provide to each prospective buyer written notice that the Subject Property is subject to this Order, including specifically the Defendant's obligations to complete required retrofit work and

to allow inspections, along with a copy of this Order; and (b) provide to the United States, by e-mail and first-class mail, written notice of the intent to sell or transfer ownership, along with a copy of the notice sent to each buyer or transferee, and each buyer's or transferee's name, address, and telephone number.

### **VIII. NO RAISING RENT PRICES**

36. Defendants with an ownership or management interest in a Subject Property, or their agents and affiliated companies, may not raise the rent price of any dwelling unit, or demand any deposit or other fee for a dwelling unit at any Subject Property, solely because of contemplated or completed retrofits in a dwelling unit, accessible route, or public or common use area.

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

37. Defendant Star Management Corp. will maintain, and provide to the United States, the following information and statements regarding properties under construction and any other covered multifamily dwellings intended to be, or which actually are, developed, built, designed, constructed, or engineered in whole or in part, by any Defendant or by any entities in which any Defendant has a position of control as an officer, director, member, or manager, or have a ten-percent (10%) or larger ownership share, provided, however, that such information and statements need to be maintained and/or provided only on properties in which a Defendant is actually involved, not on those properties in which a Defendant bids or expresses an interest, but does not become finally involved:

- a. the name and address of the property;
- b. a description of the property and the individual units;
- c. the name, address, and telephone number of the civil engineer(s) involved with the project;
- d. a statement from the civil engineer(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, 42 U.S.C. §§ 3604(g)(1), (f)(2), and (f)(3)(C) the FHA Guidelines, the ADA, 42 U.S.C. § 12183(a)(1), the ADA Standards, and in the field of accessible site design and certifying that he/she has reviewed the engineering documents for the project and that the design specifications therein fully comply with the requirements of the Fair Housing Act, the FHA Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS;
- e. The name, address and telephone number of the architect(s) involved with the property;
- f. a statement from the architect(s) involved with the property acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, 42 U.S.C. §§ 3406(f)(1), (f)(2), and (f)(3)(C), the requirements of the FHA Guidelines, the ADA, 42 U.S.C. § 12183(a)(1), the ADA Standards, and in the field of accessible site design and certifying that he/she has reviewed the architectural plans for the property and that the design

- specifications therein fully comply with the requirements of the Act, the FHA Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS.
- 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, Star Management Corp. will obtain, maintain, and provide to the United States upon request, a statement from the civil engineer(s) or architect(s) involved with the property that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the Accessible Design Requirements of the Fair Housing Act and the FHA Guidelines, and the ADA, the ADA Standards, ANSI A117.1-1986 and UFAS, where applicable.

38. Defendants will take all actions to make the construction of any Subject Property under construction, or any future construction within the meaning of para. 37 above, fully compliant with the Accessible Design Requirements of the Fair Housing Act, the FHA Guidelines, the ADA, the ADA Accessibility Standards, and where applicable, UFAS. During the term of this Consent Order, upon reasonable notice, the United States will be permitted full access to such properties to inspect for compliance with the FHA, the FHA Guidelines, the ADA, the ADA Standards, and if applicable, UFAS.

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

39. After the date of this Consent Order, Defendants shall deposit in an interest-bearing account the total sum of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) for the purpose of compensating any aggrieved persons who may have suffered as a result of the alleged discriminatory housing practices by Defendants. This money shall be referred to as the "Settlement Fund." The total Settlement Fund sum shall be deposited in an interest bearing-account in five (5) installments: First Installment: FIFTY THOUSAND DOLLARS (\$50,000) within sixty (60) days after the execution of this Consent Order by all parties; Second Installment: THIRTY ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$31,250) four (4) months after the First Installment; Third Installment: THIRTY ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$31,250) four (4) months after the Second Installment; Fourth Installment: THIRTY ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$31,250) four (4) months after the Third Installment; Fifth Installment: THIRTY ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$31,250) four (4) months after the Fourth Installment.

40. Within sixty (60) days of the entry of this Consent Order, Defendants shall publish in English and Spanish the Notice to Potential Victims of Alleged Housing Discrimination ("Notice") at Appendix J informing readers of the availability of compensatory funds based on the installment timeline detailed in para. 39. The Notice shall be no smaller than three columns by six inches and shall be published on three occasions in newspapers of general circulation serving each locality in which a Subject Property is located. The publication dates shall be separated from one another by twenty-one (21) days, and at least two of the publication dates shall be on a Sunday. Within ten (10) days of each publication date, Defendants shall provide the newspaper containing the Notice to counsel for the United States.

41. Within sixty (60) days of the entry of this Order, Defendants shall send a copy of the Notice to each of the following organizations:

- i. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
235 Federico Costa St., #200  
San Juan, PR 00918
- ii. Movimiento para el Alcance de Vida Independiente (MAVI)  
Región Metro Edificio Las Nubes  
Calle Federico Costas, #151  
San Juan, PR 00918
- iii. Oficina del Procurador de las Personas de Edad Avanzada (OPPEA)  
PO Box 191179  
San Juan, PR 00919
- iv. Defensoría de personas con Impedimentos (DPI)  
Government Center Roberto Sanchez Vilella (Minillas)  
South Tower, Floor 2, Office 203  
Ave. De Diego, Santurce, PR 00912

42. Within six (6) months of the entry of this Order, Defendants shall send, by first-class mail, postage pre-paid, a copy of the Notice to each past or present resident at the Subject Properties for whom they have records. For past residents, Defendants will have complied with the requirements of this paragraph by mailing such notice to the forwarding address provided to the owners or managers of the Subject Properties or their agents by the former resident at the time the former tenant moved out. Within seven months of entry of this Order, Defendants shall provide to counsel for the United States proof that the Notices have been sent.

43. The United States shall investigate the claims of allegedly aggrieved persons and make a preliminary determination of which persons are aggrieved and whether any amount of damages should be paid to each such person. This determination shall be made 18 months from the entry of this Order or later. The determinations of the appropriate amount of damages shall total no more than ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000). The United States will inform Defendants, in writing, of its preliminary determination, together with a copy of a sworn declaration from each allegedly aggrieved persons setting forth the factual basis of the claim. Defendants shall have thirty (30) days to review the declarations and provide to the United States any comments, documents or information that they believe may refute the claim.

44. After the satisfaction of paragraph 43, above, the United States shall submit its final determination of the appropriate damages that shall not total more than ONE HUNDRED SEVENTH-FIVE THOUSAND DOLLARS (\$175,000) to Defendants. Defendants shall deliver to the United States checks payable to the allegedly aggrieved persons in the amounts determined by the United States, plus a proportionate share of the interest that has accrued in the Settlement

Fund as of the day before the checks are sent to the United States. In no event shall the aggregate of all such checks exceed the sum of the Settlement Fund, including accrued interest. No aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix K.

45. After the satisfaction of paras. 39 - 44, above, any money remaining in the Settlement Fund, including interest, shall be used by Defendants for the sole purpose of performing retrofits required by Appendices B.1 – G.3.

46. Defendants shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its determinations regarding the claims of alleged aggrieved persons.

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

## **XI. EDUCATIONAL PROGRAM**

48. Within thirty (30) days of the entry of this Consent Order, Defendants will provide a copy of this Order to all their agents and employees involved in the design or construction of the Subject Properties or in the planning or development of other covered multifamily properties and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, or has had it explained to him or her, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix L.

49. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment relationship with a Defendant, each new agent or employee involved in the design and construction of any covered multifamily properties will be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, or has had it explained to him or her, and has had an opportunity to have questions about the Order answered. This statement will be substantially similar to the form of Appendix L.

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

51. Within ninety (90) days of the date of entry of this Consent Order, Defendants and all their employees and agents whose duties, in whole or in part, involve or will involve primary management authority over the development, design, and/or construction of multifamily dwellings will undergo training on the design and construction requirements of the FHA and the ADA. The training will be conducted by a qualified individual unconnected to Defendants or Defendants' attorneys who has been approved by the United States in advance of the training, and any expenses associated with this training will be borne by Defendants. Defendants will provide to the United States, within thirty (30) days after the training, copies of the training outlines and any materials distributed by the trainers; and certifications executed by all Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix M.

## **XII. NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY**

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

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

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

54. In addition to all other reporting required herein, within 180 days after the date of entry of this Consent Order, Defendants will submit to the United States an initial report concerning the requirements of paras. 37-38 and 48-53, and containing the signed statements of Defendants and their employees and agents who were provided a copy of the consent order under para. 48 and who have completed the training program specified in para. 51 of this Order. Thereafter during the term of this Order, Defendants will, on a quarterly basis, submit to the United States a compliance report detailing the retrofitting and inspections of the retrofits at the Subject Properties under Sections III – VI. In addition, each year, on the anniversary of the entry of this Order, Defendants will submit to the United States a report concerning the requirements in paras. 36-37 concerning the future design and construction, and containing the signed statements of new employees and agents that, in accordance with para. 49 of this Consent Order, they have received and read the Consent Order and have had an opportunity to have questions about the Order answered, except that the last compliance report will be due sixty (60) days prior to the expiration of the Consent Order.

55. For the duration of this Consent Order, Defendants will advise the United States in writing within fifteen (15) days of receipt of any fair housing complaint, written or otherwise,

against the Subject Properties or any property owned by them, or against any employees or agents of Defendants working at or for any such property, regarding discrimination on the basis of disability in housing. Upon reasonable notice, Defendants will also provide the United States all information it may request concerning any such complaint. Defendants will also advise counsel for the United States, in writing, within fifteen (15) days of the resolution of any complaint.

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

57. All notices that Defendants are required to provide by this Order, including but not limited to, notices to current residents, past residents, employees, newspapers, and the organizations identified in para. 41, but not including notices that must be sent only to the United States, shall be in both English and Spanish.

#### **XIV. COMPLIANCE TESTING**

58. The United States may take steps to monitor Defendants' compliance with this Consent Order including, but not limited to, by conducting fair housing tests at the Subject Properties and/or any acquisition, new construction, or rehabilitation of multifamily dwelling units.

#### **XV. TERMINATION OF LITIGATION HOLD**

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

#### **XVI. DURATION AND TERM**

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

report is filed with the Court. By consenting to entry of this Order, the parties agree that in the event that a Defendant engages in any future conduct occurring after entry of this Order that leads to a determination of a violation of the Fair Housing Act, such conduct will constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii). By consenting to entry of this Consent Order, the United States and parties agree that in the event that a Defendant engages in any future violation(s) of the ADA, such violation(s) will constitute a “subsequent violation” pursuant to 42 U.S.C. § 12188(b)(2)(C)(ii).

#### **XVII. TIME FOR PERFORMANCE**

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

**DONE** and **ORDERED** this \_\_\_\_, 2020.

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United States District Judge

*FOR THE UNITED STATES:*

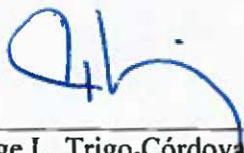
W. STEPHEN MULDROW  
United States Attorney  
District of Puerto Rico

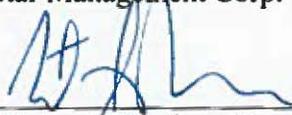
ERIC S. DREIBAND  
Assistant Attorney General  
Civil Rights Division

/s/ Hector E. Ramirez  
HECTOR E. RAMIREZ  
USDC-PR No. 214902  
Assistant United States Attorneys  
Torre Chardon, Suite 1201  
350 Carlos Chardon Street  
San Juan, PR 00918  
Phone: (787) 282-1845  
Birmingham, AL 35203  
E-mail: [hector.e.ramirez@usdoj.gov](mailto:hector.e.ramirez@usdoj.gov)

Noah Sacks  
SAMEENA SHINA MAJEED  
Chief, Housing and Civil  
Enforcement Section  
ANDREA STEINACKER  
Special Litigation Counsel  
RYAN G. LEE  
NOAH SACKS  
Trial Attorneys  
Department of Justice  
Civil Rights Division  
Housing and Civil Enforcement Section  
150 M. Street, N.E., 8<sup>th</sup> Floor  
Washington, DC 20530  
Tel: (202) 305-3109; Fax: (202) 514-1116  
[ryan.lee@usdoj.gov](mailto:ryan.lee@usdoj.gov)

*FOR DEFENDANTS:*

  
\_\_\_\_\_  
Jorge L. Trigo-Córdova  
President  
Star Management Corp.

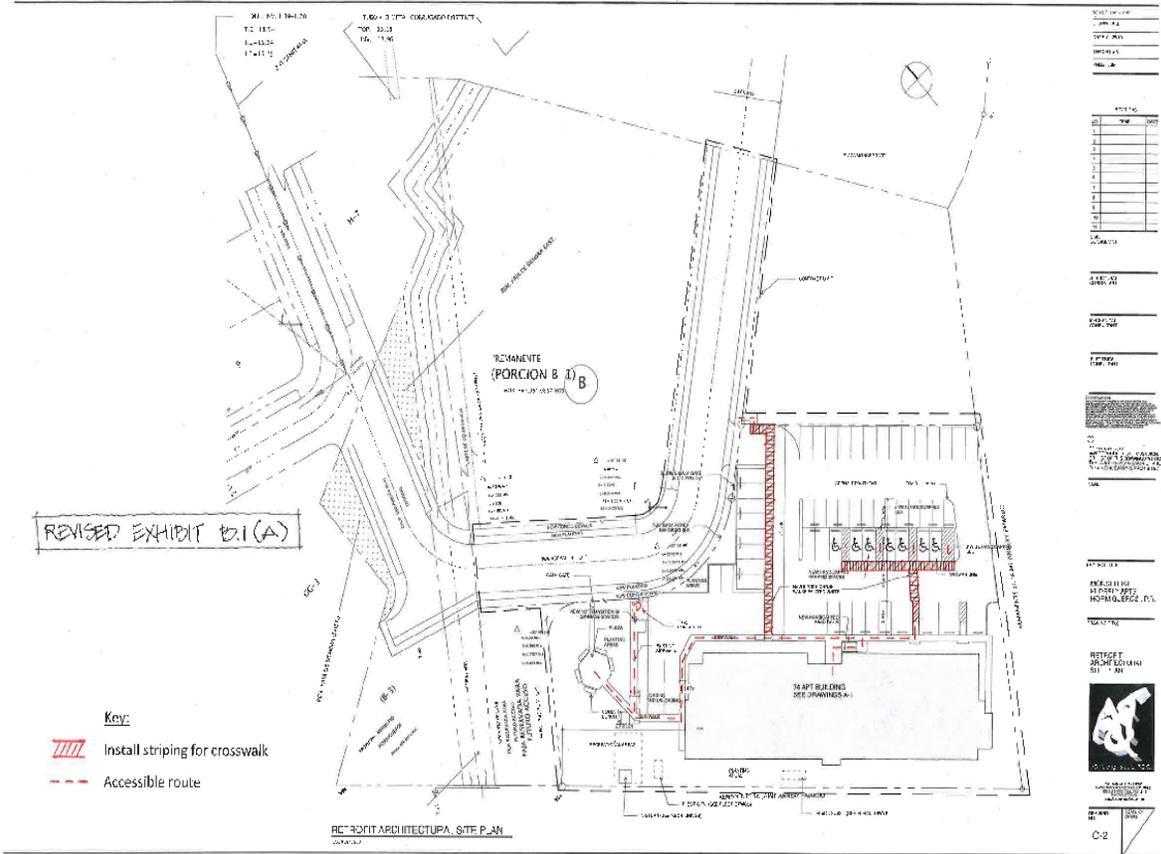
  
\_\_\_\_\_  
Héctor A. Santiago Romero  
Attorney for Star Management Corp.

**APPENDIX A****Consent Order, *United States v. Star Management Corp., et al. (D. P.R.)***

Subject Property	Address	Building Configuration	Defendants Associated with Property
Monserate Elderly	Hormigueros, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2003</li> <li>▪ 5-level elevator building</li> <li>▪ 74 FHA and total units</li> <li>▪ Low-Income Housing Tax Credits</li> </ul>	Star Management Corp.; Monserate Elderly Limited Partnership, S.E.
Sunrise Elderly	San Juan, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2005</li> <li>▪ 8-level elevator building</li> <li>▪ 42 FHA and total units</li> <li>▪ Low-Income Housing Tax Credits</li> </ul>	Star Management Corp.; Sunrise Elderly Limited Partnership, S.E.
Morovis Elderly	Morovis, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2006</li> <li>▪ 6-level elevator building</li> <li>▪ 92 FHA and total units</li> <li>▪ Low-Income Housing Tax Credits</li> <li>▪ Sec. 8 Project Based Assistance</li> </ul>	Star Management Corp.; Morovis Housing Associates Limited Partnership, S.E.
Isabela Elderly	Isabela, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2007</li> <li>▪ 3-level elevator building</li> <li>▪ 24 FHA and total units</li> <li>▪ Low-Income Housing Tax Credits</li> </ul>	Star Management Corp.; Isabela Elderly Limited Partnership, S.E.
Patillas Elderly	Patillas, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2008</li> <li>▪ 5-level elevator building</li> <li>▪ 120 FHA and total units</li> <li>▪ Low-Income Housing Tax Credits</li> <li>▪ Sec. 8 Project Based Assistance</li> </ul>	Star Management Corp.; Patillas Elderly Limited Partnership, S.E.
Florida Elderly	Florida, PR	<ul style="list-style-type: none"> <li>▪ Placed in service in 2012</li> <li>▪ 7-level elevator building</li> <li>▪ 72 FHA and total units</li> <li>▪ Low-Income Housing Tax Credits</li> <li>▪ Sec. 8 Project Based Assistance</li> </ul>	Star Management Corp.; Florida Elderly Limited Partnership, S.E.

### APPENDIX B.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT MONSERRATE ELDERLY



## APPENDIX B.2

### PUBLIC AND COMMON USE RETROFITS AT MONSERRATE ELDERLY

- I. As set forth in the Consent Order and this Appendix, Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit the public and common use areas at Monserrate Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines (“FHAG”), ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA and the ADA Standards.
- II. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit by trimming bushes or trees along the accessible route so that a branch does not protrude into the circulation path more than 4” at a height between 27” and 80.” [ADA Standard 4.4, ANSI 4.4]
- III. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit by providing at least one van-accessible parking space at the Building that is a minimum of 96” wide with access aisle that is a minimum of 96” and signage that satisfies ADA Standard 4.1.2(5)(b).
- IV. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit by designating two accessible parking spaces, in addition to the van-accessible parking space required by Section III above, to satisfy the FHA requirement for resident parking. [FHAG Req. 2]
- V. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit access aisles serving accessible parking spaces so that ramps do not encroach into the access aisle and do not slope more than 5% in any direction to comply with ANSI 4.6.2, UFAS 4.6.3.
- VI. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit the entry at the exterior trash enclosure by providing a level change that is beveled 1:2 and does not have an overall height that exceeds ½.” [ANSI 4.5.2]
- VII. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors, including, but not limited to, bathroom and leasing office doors, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 4.13.11.
- VIII. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit exterior doors from the multi-purpose room by modifying the threshold to be beveled with a slope of no more than 1:2 and a maximum overall height of ½.” [ANSI 4.13.8]
- IX. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will make the following retrofits to the Men’s Bathroom:

- A. Retrofit by providing a 36-inch long minimum rear grab bar that extends 12" minimum from the water closet centerline towards the side wall and 24" minimum towards the open-side, and assure that 1 ½" minimum clearance is provided between the wall and the grab bar along the entire length of the grab bar. [ANSI 4.17.6]
  - B. Retrofit the toilet flush control so that it is located on the open side of the fixture. [ANSI 4.16.5]
- X. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will make the following retrofits to the Women's Bathroom:
- A. Retrofit the toilet location so that the centerline is between 16" and 18" from the side wall. [ANSI 4.16.2]
  - B. Retrofit by providing a 36-inch long minimum rear grab bar that extends 12" minimum from the water closet centerline towards the side wall and 24" minimum towards the open-side, and assure that 1 ½" minimum clearance is provided between the wall and the grab bar along the entire length of the grab bar. [ANSI 4.17.6]

### APPENDIX B.3

#### INTERIOR RETROFITS AT MONSERRATE ELDERLY

- I. As set forth in the Consent Order and in this Appendix, Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will retrofit the interiors of the units at Monserrate Elderly in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where specified, and with the Interior Retrofit Inspection Protocol. These units are composed of the following types: (1) Apartment 308, a 1-bedroom, 1-bathroom standard unit; and (2) Apartment 409, a 1-bedroom, 1-bathroom HC unit. The retrofits for these unit types are listed below in Sections II and III:
  
- II. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 308:
  - A. Retrofit by providing smaller-model toilet so that the width of the route through the bathroom is a minimum of 32” between the nose of the toilet and the opposite wall. [FHAG Req. 5]
  
  - B. Retrofit by modifying/replacing the cabinet under kitchen sink, removing the below portion allowing for compliant knee and toe clearance, with a matching finished floor under the sink and counter, and adding insulated pipes so that there is a 30” x 48” clear floor space for a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach (See Appendix B.3(A)).
  
  - C. See Interior Retrofit Inspection Protocol for retrofits at Light Switches and Locations of Toilets.
  
- III. Star Management Corp. and Monserrate Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit HC types that are of the same type as the unit surveyed at Apartment 409:
  - A. Retrofit by providing smaller-model toilet so that the width of the route through the bathroom is a minimum of 32” between the nose of the toilet and the opposite wall. [FHAG Req. 5]
  
  - B. If a forward approach is not already provided at the kitchen sink, retrofit by installing removable cabinet under kitchen sink with a matching finished floor under the sink and counter and insulated pipes so that there is a 30” x 48” clear floor space centered on the sink for a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach. [FHAG, Req. 7] On the interior side of the cabinet door, attach a durable-material placard stating in English and in Spanish: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”

- C. See Interior Retrofit Inspection Protocol for retrofits at Light Switches and Locations of Toilets.



## APPENDIX C.2

### PUBLIC AND COMMON USE RETROFITS AT SUNRISE ELDERLY

- I. As set forth in the Consent Order and this Appendix, Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the public and common use areas at Sunrise Elderly in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA and the ADA Standards.
- II. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit by providing at least one van-accessible parking space at the Building that is a minimum of 96” wide with access aisle that is a minimum of 96” and signage that satisfies ADA Standard 4.1.2(5)(b).
- III. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit by designating one accessible parking space, in addition to the van-accessible parking space required by Section II above, to satisfy the FHA requirement for resident parking. [FHAG Req. 2]
- IV. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the ramps leading to the building entrance so that handrail extensions are provided on both sides of the top and lower runs of the ramps that comply with ADA Standard 4.8.5 and ANSI 4.8.5.
- V. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit by providing accessible parking signage at designated accessible parking spaces located no less than 60” above the parking surface to the bottom of the sign. [ADA Standard 4.6.4, ANSI 4.6.2]
- VI. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit so that the access aisles serving accessible parking are a minimum of 60” wide. [ANSI 4.6.2]
- VII. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the threshold at the building entrance from the parking area that it has an overall height that is not more than ½” and is beveled 1:2. [ADA 4.13.8, ANSI 4.13.8]
- VIII. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors, including but not limited to bathroom and leasing office doors, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 4.13.11.
- IX. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit so that the building entrance door from parking has a minimum 12” maneuvering clearance at the push-side, latch-side of the door and a minimum of 18” maneuvering clearance at the

pull-side, latch-side of the door; or, alternatively, provide an electronic door opener. [ADA Standard 4.13.6, ANSI 4.13.6]

- X. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the threshold at the exterior doors from the multi-purpose rooms so that the threshold has a maximum overall height of 1/2" and is beveled 1:2. [ANSI 4.13.8]
- XI. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit so that the key slots for all mailboxes serving all units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 4.2.5, 4.2.6.
- XII. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the Community Building/Leasing Women's Bathroom by mounting the sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30 and ANSI 4.28.
- XIII. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the Community Building/Leasing Men's Bathroom by taking the following actions:
  - A. Retrofit by mounting the sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30 and ANSI 4.28.
  - B. Retrofit so that there is pipe insulation under the bathroom lavatories. [ADA Standard 4.19.4; ANSI 4.19.4]
  - C. Retrofit by providing a 36-inches long minimum rear wall grab bar that extends 12" minimum from the water closet centerline towards the side wall and 24" minimum towards the open side, and assure there are 1-1/2" minimum clearance is provided between the wall the grab bar along the entire length of the grab bar. [ANSI 4.17.6]
- XIV. Retrofit the Community Laundry Room by relocating the mounted television so that it is a minimum of 80" above the floor. [ANSI 4.4]

### APPENDIX C.3

#### INTERIOR RETROFITS AT SUNRISE ELDERLY

- I. As set forth in the Consent Order and in this Appendix, Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will retrofit the interiors of the units at Sunrise Elderly in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and with the Interior Retrofit Inspection Protocol these units are composed of type: (1) Apartment 104, a 1-bedroom, 1-bathroom HC unit; and (2) Apartment 602, a 1-bedroom, 1-bathroom unit. The retrofits for each unit type are listed below in Sections II through III:
- II. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 104:
  - A. Retrofit the location of the oven/cooktop so that there is a 30” by 48” clear floor space centered on the cooktop for a parallel approach. [FHAG Req. 7]
  - B. See Interior Retrofit Inspection Protocol for retrofits at Location of Toilets.
- III. Star Management Corp. and Sunrise Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 602:
  - A. Retrofit the threshold at the unit entry door so that that the change in level has an overall height no greater than 3/4” and is beveled 1:2. [FHAG Req. 1]
  - B. Retrofit by modifying/replacing the cabinet under kitchen sink, removing the below portion allowing for compliant knee and toe clearance, with a matching finished floor under the sink and counter, and adding insulated pipes so that there is a 30” x 48” clear floor space for a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach (See Appendix C.3(A)).
  - C. Retrofit the location of the oven/cooktop so that there is a 30” by 48” clear floor space centered on the cooktop for a parallel approach. [FHAG Req. 7]
  - D. Retrofit by swinging the door of the bathroom into the hallway so that there is an unobstructed 30” by 48” clear floor space in the bathroom beyond the inswing of the door. [FHAG Req. 7]
  - E. See Interior Retrofit Inspection Protocol for retrofits at Location of Toilets.

**APPENDIX D.1**

**ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT MOROVIS ELDERLY APARTMENTS**

REVISED EXHIBIT D.1(A)

- Key:**
-  Install striping for crosswalk
  -  Accessible route



## APPENDIX D.2

### PUBLIC AND COMMON USE RETROFITS AT MOROVIS ELDERLY APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit the public and common use areas at Morovis Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, the ADA Standards, and UFAS.
- II. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit by providing at least one van-accessible parking space at the Building that is a minimum of 96” wide with access aisle that is a minimum of 96” and signage that satisfies ADA Standard 4.1.2(5)(b).
- III. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit to designate two accessible parking spaces with an access aisles, in addition to the van-accessible space required by Section II above, to comply with the FHA’s requirement for residence parking. [ANSI 4.6]
- IV. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit to designate five accessible parking spaces, in addition to the van-accessible parking space required in Section II above and in addition to the two accessible spaces required in Section III above, to serve each of the five UFAS. [UFAS 4.1.1(d)]
- V. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will provide a striped access aisle that is a minimum of 60” wide at all designated accessible parking that complies with ANSI 4.6.2 and UFAS 4.6.3.
- VI. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will provide upright signage at all designated accessible parking spaces with the International Symbol of Accessibility (“ISA”) and that is installed at a height that is 60” above the ground. [ANSI 4.6.2, UFAS 4.6.4]
- VII. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit access aisles serving accessible parking spaces so that ramps do not encroach into the access aisle and do not slope more than 2% in any direction to comply with ANSI 4.6.2, UFAS 4.6.3.
- VIII. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors, including but not limited to bathroom and leasing office doors, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 4.13.11.

- IX. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit by providing a minimum of 12” maneuvering clearance space past the latch at the push side of the property fence gate and by providing a minimum of 18” maneuvering clearance space past the latch at the pull-side of the gate as required by ADA Standard 4.13.6, and ANSI 4.13.6.
- X. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit so that curb ramps serving accessible parking spaces are a minimum of 36” wide in compliance with ANSI 4.7.2 and UFAS 4.7.2 and 4.7.3.
- XI. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit by mounting the sign with raised characters on the office door so that the centerline of the sign is 60" above the matching finished floor in compliance with ANSI 4.2.5.
- XII. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit so that the key slots for all mailboxes serving all units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 4.2.5, 4.2.6.
- XIII. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit by lowering the hand sanitizer in the main lobby so that it is no higher than 54” above the floor in compliance with ADA Standard 4.2.6 ANSI 4.2.6.
- XIV. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit so that the service counter at the administrative window has cane-detection that is no higher than 27” above the floor in compliance with ADA Standard 4.4 and ANSI 4.4.
- XV. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will make the following retrofits to the Community Room/Leasing Office Men’s Bathroom:
  - A. Retrofit by mounting a sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit by providing hardware on the door that has a locking mechanism that does not require tight grasping and twisting of the wrist to operate in compliance with ADA Standard 4.13.9 and ANSI 4.13.9.
  - C. Retrofit by lowering light switch so that it is no more than 54” above the floor in compliance with ADA Standard 4.2.6 and ANSI 4.2.6.
  - D. Retrofit by providing a 36” rear grab bar that extends 12” minimum from the water closet centerline toward the side wall and 24” minimum toward the open side in compliance with ADA Standard 4.16.4, UAS 4.16.4 and ANSI 4.16.4.

- E. Retrofit by relocating the far edge of the toilet paper dispenser so that it is within 36” of the rear wall in compliance with ADA Standard 4.16.6, UFAS 4.16.6 and ANSI 4.16.6.
- XVI. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will make the following retrofits to the Community Room/Leasing Office Women’s Bathroom:
- A. Retrofit by mounting a sign with raised and brail characters on the wall adjacent to the latch-side of the door designating the bathroom so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit by providing hardware on the door that has a locking mechanism that does not require tight grasping and twisting of the wrist to operate in compliance with ADA Standard 4.13.9 and ANSI 4.13.9.
  - C. Retrofit by lowering light switch so that it is no more than 54” above the floor in compliance with ADA Standard 4.2.6 and ANSI 4.2.6.
  - D. Retrofit by providing a 36” rear grab bar that extends 12” minimum from the water closet centerline toward the side wall and 24” minimum toward the open side in compliance with ADA Standard 4.16.4, UFAS 4.16.4 and ANSI 4.16.4.
  - E. Retrofit by relocating the far edge of the toilet paper dispenser so that it is within 36” of the rear wall in compliance with ADA Standard 4.16.6, UFAS 4.16.6 and ANSI 4.16.6.
- XVII. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit the common kitchen/multi-purpose room by lowering the light switch so that it is no higher than 54” above the floor in compliance with ANSI 4.2.6 and UFAS 4.2.6.
- XVIII. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit the common kitchen/multi-purpose room by providing cane detection that is mounted no higher than 27” above the floor below the counter at the roll-up window in compliance with ANSI 4.4 and UFAS 4.4.
- XIX. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will make the following retrofits to the Common Laundry Room:
- A. Retrofit by mounting a sign with raised and brail characters on the door to the laundry room so that the centerline of the sign is 60" above the matching finished floor in compliance with UFAS 4.30.
  - B. Retrofit by raising the fan in the laundry room so that it is no lower than 80” above the floor in compliance with ANSI 4.4 and UFAS 4.4.

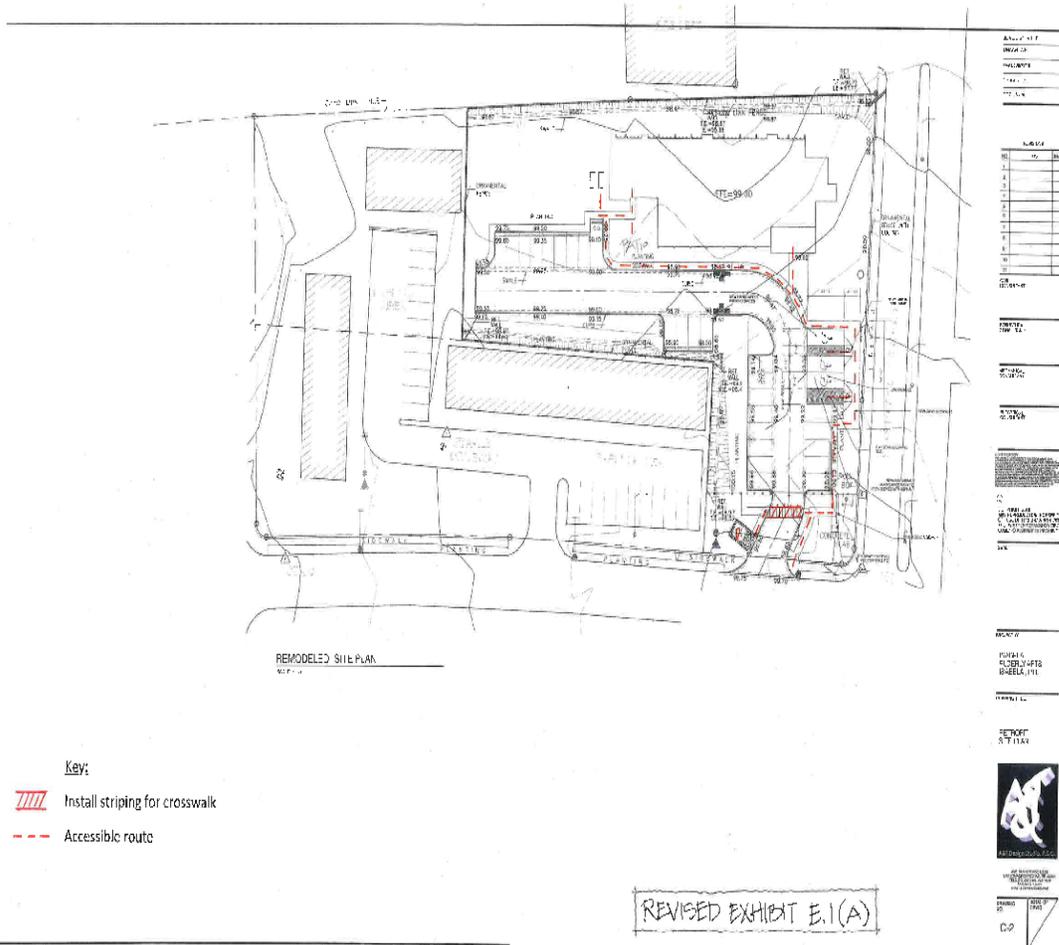
### APPENDIX D.3

#### INTERIOR RETROFITS AT MOROVIS ELDERLY

- I. As set forth in the Consent Order and in this Appendix, Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will retrofit the interiors of the units at Morovis Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and with the Interior Retrofit Inspection Protocol, and where applicable, UFAS. These units are composed of two (2) types: (1) Apartment 308, a 1-bedroom, 1-bathroom standard unit; and (2) Apartment 210, a 1-bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed below in Sections II through III:
  
- II. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 308:
  - A. Install hand-held showerhead in bathroom shower that is mounted on the back wall no higher than 48” from the shower floor. [FHAG Req. 7]
  - B. Retrofit by modifying/replacing the cabinet under kitchen sink, removing the below portion allowing for compliant knee and toe clearance, with a matching finished floor under the sink and counter, and adding insulated pipes so that there is a 30” x 48” clear floor space for a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach (See Appendix D.3(A)). [FHAG Req. 7]
  - C. See Interior Retrofit Inspection Protocol for Location of Toilets.
  
- III. Star Management Corp. and Morovis Housing Associates Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment 210:
  - A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible signage that complies with UFAS 4.30.
  - B. Retrofit the light switches in the living room and bedrooms so that they are a maximum of 48” above the finished floor surface. [UFAS 4.2.6, FHAG Req. 5]
  - C. Retrofit to provide a permanent wall-mounted drop down grab rail with toilet roll holder to the back wall so that the toilet roll is between 18” and 24” from the back wall. [UFAS 4.34.5.2]
  - D. Retrofit shower by removing permanent seat and replacing it with a portable shower chair, and by adding a grab bar in a compliant location to the wall opposite the control wall. [UFAS 4.34.5.5(4) and ADA Standard 608.5.2]

### APPENDIX E.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT ISABELA ELDERLY



## APPENDIX E.2

### PUBLIC AND COMMON USE RETROFITS AT ISABELA ELDERLY

- I. As set forth in the Consent Order and this Appendix, Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit the public and common use areas at Isabela Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA and the ADA Standards.
- II. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit by providing at least one van-accessible parking space at the Building that is a minimum of 96" wide with access aisle that is a minimum of 96" and signage that satisfies ADA Standard 4.1.2(5)(b).
- III. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit to designate one accessible parking space, in addition to the van-accessible parking space required in Section II above, with an access aisle to comply with the FHA's requirement for residence parking. [ANSI 4.6]
- IV. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit by retrofitting door hardware in the common use areas so that the door locking hardware does not require tight grasping or twisting of the wrists to operate in compliance with ADA Standard 4.13.9 and ANSI 4.13.9.
- V. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit so that the threshold at the exterior doors from the multi-purpose room are do not have an overall height greater than ½" and are beveled 1:2 in compliance with ANSI 4.13.8.
- VI. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors, including but not limited to bathroom and leasing office doors, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 4.13.11.
- VII. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit so that the key slots for all mailboxes serving the units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 4.2.5, 4.2.6.
- VIII. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit by lowering the service counter at the administrative office window so that it is no more than 36" above the floor to the top of the counter. [ADA Standard 7.2(2), FHAG Req. 2]

- IX. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit by relocating mounted fan in common use area so that it no lower than 80” above the floor in compliance with ANSI 4.4.
- X. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit by providing a minimum of 12” maneuvering clearance space past the latch at the push side of the property fence gate and by providing a minimum of 18” maneuvering clearance space past the latch at the pull side of the gate as required by ADA Standard 4.13.6 and ANSI 4.13.6.
- XI. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will make the following retrofits to the Men’s Common Bathroom:
  - A. Retrofit so that the centerline from the toilet to the side wall measures between 16” and 18” as required by ADA Standard 4.16.2 and ANSI 4.16.2.
  - B. Retrofit so that the rear wall grab bar is 36” long and so that the clearance between the grab bar and the top of the water closet tank is more than 1 ½” from the water tank in compliance with ADA Standard 4.17.6 and ANSI 4.17.6.
  - C. Retrofit so that the side wall grab bar is a minimum of 42” long and is located 12” maximum from the rear wall, and extends 54” minimum overall from the rear wall in compliance with ADA Standard 4.17.6 and ANSI 4.17.6.
- XII. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will make the following retrofits to the Women’s Common Bathroom:
  - A. Retrofit so that the rear wall grab bar is 36” long and so that the clearance between the grab bar and the top of the water closet tank is more than 1 ½” from the water tank in compliance with ADA 4.17.6 and ANSI 4.17.6.
  - B. Retrofit so that the side wall grab bar is a minimum of 42” long and is located 12” maximum from the rear wall, and extends 54” minimum overall from the rear wall in compliance with ADA 4.17.6 and ANSI 4.17.6.
- XIII. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit so that the pipes at the sink in the Common Laundry Room are insulated as required by ANSI 4.19.4.

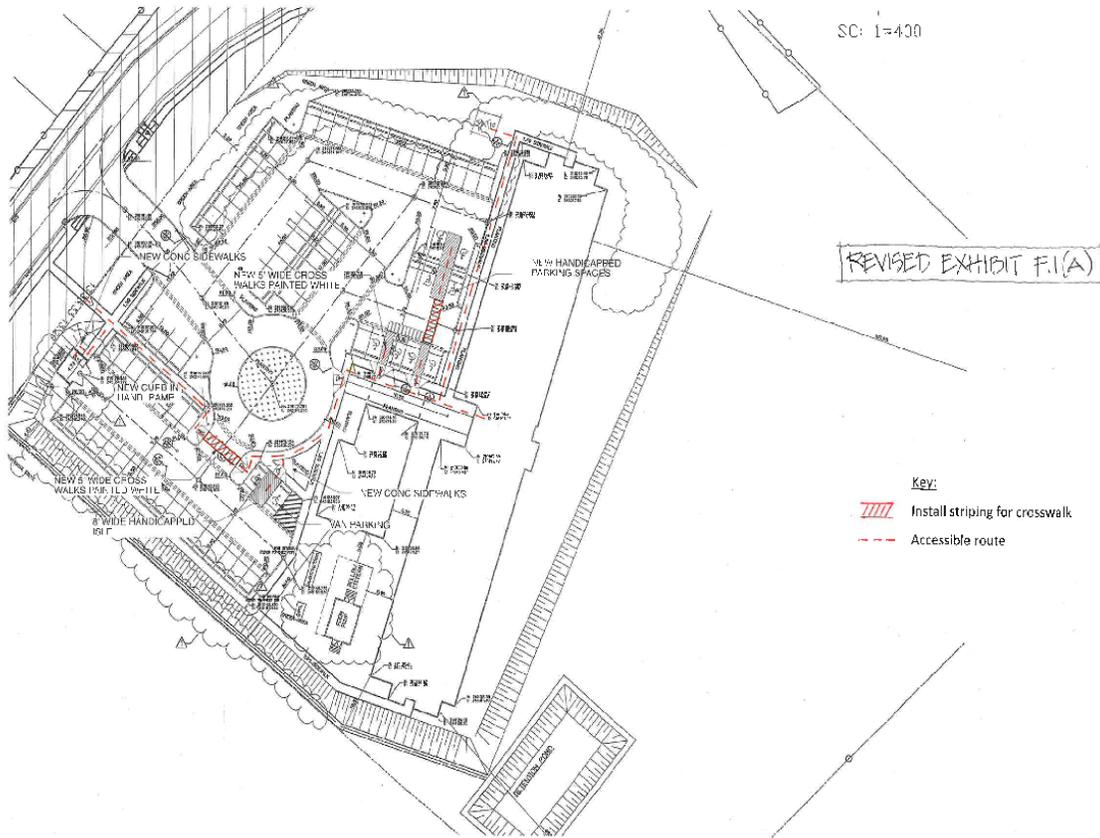
### APPENDIX E.3

#### INTERIOR RETROFITS AT ISABELA ELDERLY

- I. As set forth in the Consent Order and in this Appendix, Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will retrofit the interiors of the units at Isabela Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and with the Interior Retrofit Inspection Protocol. These units are composed of three types: (1) Apartment 103, a 1-bedroom, 1-bathroom standard unit; and (2) Apartment 101, a 1-bedroom, 1-bathroom HC unit. The retrofits for each unit type are listed below in Sections II through III:
  
- II. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom unit types that are of the same type as the unit surveyed at Apartment 103:
  - A. Retrofit by modifying/replacing the cabinet under kitchen sink, removing the below portion allowing for compliant knee and toe clearance, with a matching finished floor under the sink and counter, and adding insulated pipes so that there is a 30" x 48" clear floor space for a forward approach by a wheelchair and 30" x 48" clear floor space centered on the range for a side approach (See Appendix E.3(A)).
  - B. Retrofit the location of the oven/cooktop so that there is a 30" by 48" clear floor space centered on the cooktop for a parallel approach. [FHAG Req. 7]
  - C. See Interior Retrofit Inspection Protocol for retrofits for Light Switches and Thresholds.
  
- III. Star Management Corp. and Isabela Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom HC unit types that are of the same type as the unit surveyed at Apartment 101:
  - A. Retrofit the location of the oven/cooktop so that there is a 30" by 48" clear floor space centered on the cooktop for a parallel approach. [FHAG Req. 7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Light Switches.

### APPENDIX F.1

## ACCESSIBLE PEDESTRIAN ROUTE RETROFITS AT PATILLAS ELDERLY



## APPENDIX F.2

### PUBLIC AND COMMON USE RETROFITS AT PATILLAS ELDERLY

- I. As set forth in the Consent Order and this Appendix, Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the public and common use areas at Patillas Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, the ADA Standards, and UFAS.
- II. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit by trimming bushes or trees along the accessible route so that a branch does not protrude into the circulation path more than 4” at a height between 27” and 80.” [ADA Standard 4.4, ANSI 4.4]
- III. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit to provide at least one van-accessible parking space with an access aisle and signage to satisfy ADA Standard 4.1.2.
- IV. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit to designate two accessible parking space with access aisles, in addition to the van-accessible parking space required in Section III above, to satisfy the FHA accessible parking requirement. [ANSI 4.6]
- V. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit to designate six accessible parking space with access aisles, in addition to the van-accessible parking space required in Section III above and in addition to the three accessible parking spaces required by Section IV above, to serve each of the six UFAS units at the property. [UFAS 4.1.1(d)]
- V. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit entrance gate so that the closing speed is a minimum of 5 seconds to comply with ADA Standard 4.13.10 and ANSI 4.13.10.
- VI. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit so that ramps serving accessible parking spaces do not encroach into the access aisles adjacent to accessible parking spaces. [ADA 4.6.4, ANSI 4.6.2, UFAS 4.6.4]
- VII. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit accessible parking spaces so that at each designated accessible space there is upright signage with the ISA symbol at the space that is a minimum of 60” above the parking surface. [ADA 4.6.4, ANSI 4.6.2, UFAS 4.6.4]
- VIII. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit so that the key slots for all mailboxes serving all units are within the reach range of 48” above

the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 4.2.5, 4.2.6.

- IX. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the abrupt level changes at the entry of the elevator cars so that it is beveled with a slope no greater than 1:2 and has a maximum overall height of ½" in compliance with ADA Standards 4.10.10, 4.5 and ANSI 4.10.10, 4.5 and UFAS 4.10.10, 4.5.
- X. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors, including but not limited to bathroom and leasing office doors, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 4.13.11.
- XI. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the door leafs at the lobby entrance so that there is a clear 32" opening in compliance with 1991 ADA Standard 4.13.5 and ANSI 4.13.5 and UFAS 4.13.5.
- XII. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the Common Multi-Purpose Room as follows:
  - A. Retrofit the threshold at the exterior doors from the multi-purpose room so that the overall height is not greater than ½" and slopes no more than 1:2. [ANSI 4.13.8, UFAS 4.13.8]
  - B. Retrofit the counter in multi-purpose room so that there is cane detection under the counter that is no higher than 27" above the floor. [ANSI 4.32.6, UFAS 4.34.6.7]
  - C. Replace the oven/range so that the controls are located in the front panel of the appliance. [UFAS 4.34.6.7]
- XIII. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the Women's Common Restroom as follows:
  - A. Retrofit so that the toilet flush control is located on the open side of the fixture. [ADA Standard 4.16.5, ANSI 4.16.5, UFAS 4.16.5]
  - B. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 4.17.6.
  - C. Retrofit so that there is pull hardware on both sides of the accessible stall door. [ADA 4.17.5, ANSI 4.13.9, UFAS 4.17.5]
  - D. Retrofit so that the coat hook in the accessible stall is located no more than 54" above the floor. [ADA 4.22.7, ANSI 4.22.4, 4.25, UFAS 4.22.7]

- E. Retrofit so that there is a visual fire alarm provided in the restroom. [ADA 4.28.1, ANSI 4.26, UFAS 4.12(13), 4.28]
- XIV. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the Men's Common Restroom as follows:
- A. Retrofit the door hardware so that the locking mechanism does not require tight grasping or twisting of the wrist to operate, such as by providing a push-button type lock. [ADA 4.13.9, ANSI 4.13.9, UFAS 4.13.9]
  - B. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 4.17.6.
  - C. Retrofit so that there is pull hardware on both sides of the accessible stall door. [ADA 4.17.5, ANSI 4.13.9, UFAS 4.17.5]
  - D. Retrofit so that the coat hook in the accessible stall is located no more than 54" above the floor. [ADA 4.22.7, ANSI 4.22.4, 4.25, UFAS 4.22.7]
  - E. Retrofit so that there is a visual fire alarm provided in the restroom. [ADA 4.28.1, ANSI 4.26, UFAS 4.12(13), 4.28]

### APPENDIX F.3

#### INTERIOR RETROFITS AT PATILLAS ELDERLY

- I. As set forth in the Consent Order and in this Appendix, Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will retrofit the interiors of the units at Patillas Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where specified, with UFAS and with the Interior Retrofit Inspection Protocol. These units are composed of two types: (1) Apartment 122, a 1-bedroom, 1-bathroom unit; and (2) Apartment 101, a 1-bedroom, 1-bathroom HC/UFAS unit. The retrofits for each unit type are listed below in Sections II through III:
- II. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 122.
  - A. Retrofit by providing smaller-model toilet so that the width of the route through the bathroom is a minimum of 32” between the nose of the toilet and the opposite wall. [FHAG Req. 5]
  - B. Retrofit by modifying/replacing the cabinet under kitchen sink, removing the below portion allowing for compliant knee and toe clearance, with a matching finished floor under the sink and counter, and adding insulated pipes so that there is a 30” x 48” clear floor space for a forward approach by a wheelchair and 30” x 48” clear floor space centered on the range for a side approach (See Appendix F.3(A)).
  - C. See Interior Retrofit Inspection Protocol for the Location of Light Switches and Locations of Toilets.
- III. Star Management Corp. and Patillas Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 101:
  - A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible signage that complies with UFAS 4.30.
  - B. Retrofit by swinging entry door out into the hallway so that there is 18” on the pull-side, latch-side in compliance with UFAS 4.13.6.
  - C. Retrofit so that the locking mechanism on the unit entry door does not require tight grasping or twisting of the wrists to operate. [UFAS 4.13.9]
  - D. Retrofit so that the mirror is mounted with the bottom edge of the reflecting surface no higher than 40” above the matching finished floor in compliance with UFAS 4.19.6.

- E. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
- F. Relocate the soap dish in the shower so that it is not located within 12” of any grab bar. [UFAS 4.34.5.5, 4.26]
- G. Retrofit so that pipes below bathroom lavatories are covered and covered completely. [UFAS 4.34.5.3, 4.19.4]
- H. Retrofit so that grab bars in the shower are mounted as shown in UFAS Fig. 34 or 37. [UFAS 4.34.5.4]
- I. Retrofit by locating toilet paper dispensers that are a minimum 19” above the floor surface that is within 7” to 9” from the front edge of the toilet. [UFAS 4.34.5.2(4)]
- J. Retrofit shower by removing permanent seat and replacing it with a portable shower chair, and by adding a grab bar in a compliant location to the wall opposite the control wall. [UFAS 4.34.5.5(4) and ADA Standards 608.5.2]
- K. Retrofit to provide work surface in compliance with UFAS 4.34.6.4.
- L. Retrofit by providing a self-cleaning open or locating the existing oven adjacent to an adjustable height counter with knee space below (this counter could also serve as the work surface required above). [UFAS 4.34.6]



## APPENDIX G.2

### PUBLIC AND COMMON USE RETROFITS AT FLORIDA ELDERLY

- I. As set forth in the Consent Order and this Appendix, Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit the public and common use areas at Florida Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, ANSI A117.1-1986, the Fair Housing Design Manual, and, where applicable, the ADA, the ADA Standards, and UFAS.
- II. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit by providing at least one van-accessible parking space at the Building that is a minimum of 96” wide with access aisle that is a minimum of 96” and signage that satisfies ADA Standard 4.1.2(5)(b).
- III. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit to designate one accessible parking space with access aisle, in addition to the van-accessible parking space required by Section II above, to satisfy the FHA parking requirement. [ANSI 4.6]
- IV. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit to designate four accessible parking space with access aisles, in addition to the van-accessible parking space required by Section II above and in addition to the two accessible parking spaces required by Section III above, to serve each of the four UFAS units at the property. [UFAS 4.1.1(d)]
- V. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit by providing a minimum of 18” maneuvering clearance space past the latch at the pull side of the property gate as required by 1991 ADA Standard 4.13.6 and ANSI 4.13.6.
- VI. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that there is a minimum 36” wide route to the dumpster opening at the trash enclosure in compliance with ANSI 4.3.3 and UFAS 4.3.3.
- VII. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that there are 12-inch long minimum handrail extensions at the top and bottom landings of the ramp to the pedestrian gate in compliance with ADA Standard 4.8.5 and ANSI 4.8.5 and UFAS 4.8.5.
- VIII. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that there edge protection at the sides of the ramp at the pedestrian gate in compliance with ADA Standard 4.8.7 and ANSI 4.8.7 and UFAS 4.8.7.
- IX. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that there are 12-inch long minimum handrail extensions at the top and bottom landings of the

ramps to leading to the main entrance and to parking areas in compliance with ADA Standard 4.8.5 and ANSI 4.8.5 and UFAS 4.8.5.

- X. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that there is edge protection at the sides of the ramp leading to the main entrance in compliance with ADA Standard 4.8.7 and ANSI 4.8.7 and UFAS 4.8.7.
- XI. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that the building overhang at the parking ports does not project into the accessible route more than 4" at a height less than 80" above the parking surface. [ADA 4.8.5, ANSI 4.8.5, UFAS 4.8.5]
- XII. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit by providing upright signage with the ISA symbol at the accessible parking spaces that is a minimum of 60" above the parking surface. [ADA Standard 4.6.4, ANSI 4.6.2, UFAS 4.6.4]
- XIII. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit so that the key slots for all mailboxes serving all units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 4.2.5, 4.2.6.
- XIV. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit by mounting a sign with raised and brail characters on the door to the reception room, the multi-purpose room, the laundry room, the storage room, and the recreation room so that the centerline of the signs are 60" above the matching finished floor in compliance with ADA Standard 4.30.
- XV. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit the door opening force at the doors to common-use amenities so that all doors and gates, including but not limited to bathroom and leasing office doors and the property gate, have an opening force of no more than 5 pounds in compliance with ADA Standard 4.13.11 and ANSI 4.13.11.
- XVI. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit the abrupt level changes at the entry of the reception room, and at the entry of the laundry room, so that it is beveled with a slope no greater than 1:2 and has a maximum overall height of 1/2" in compliance with ADA Standards 4.10.10, 4.5 and ANSI 4.10.10, 4.5 and UFAS 4.10.10, 4.5.
- XVII. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit by installing cane detection under the counter in the recreation area that is no higher than 27" from the floor. [ADA 4.4, ANSI 4.4]

- XVIII. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit by installing cane detection under the kitchenette counter in the multi-purpose room that is no higher than 27” from the floor. [ADA 4.4, ANSI 4.4]
- XIX. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit the Common Women’s Bathroom as follows:
- A. Retrofit so that the centerline from the toilet to the side wall measures between 16” and 18” as required by ADA Standard 4.16.2 and ANSI 4.16.2.
  - B. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA Standard 4.17.6 and ANSI 4.17.6.
- XX. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit the Common Men’s Bathroom as follows:
- A. Retrofit so that the centerline from the toilet to the side wall measures between 16” and 18” as required by ADA Standard 4.16.2 and ANSI 4.16.2.
  - B. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA Standard 4.17.6 and ANSI 4.17.6.
  - C. Lower the urinal so that the lip of the urinal is no more than 17” above the floor. [ADA Standard 4.18.2, ANSI 4.18.2, UFAS 4.18.2]

### APPENDIX G.3

#### INTERIOR RETROFITS AT FLORIDA ELDERLY

- I. As set forth in the Consent Order and in this Appendix, Star Management Corp. and Florida Elderly Limited Partnership, S.E. will retrofit the interiors of the units at Florida Elderly Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where specified, with UFAS and with the Interior Retrofit Inspection Protocol. These units are composed of two types: (1) Apartment 205, a 1-bedroom, 1-bathroom unit; and (2) Apartment 209, a 1-bedroom, 1-bathroom HC/UFAS unit. The retrofits for each unit type are listed below in Sections II through III:
- II. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom unit types that are of the same type as the unit surveyed at Apartment 205.
  - A. See interior Retrofit Inspection Protocol for the Unit Entry Threshold, Location of Light Switches and Location of Toilets.
- III. Star Management Corp. and Florida Elderly Limited Partnership, S.E. will make the following retrofits to the 1-bedroom, 1-bathroom HC/UFAS unit types that are of the same type as the HC/UFAS unit surveyed at Apartment 209:
  - A. Retrofit the signage at the HC/UFAS unit entrances so that they have accessible signage that complies with UFAS 4.30.
  - B. Retrofit so that the locking mechanism on the unit entry door does not require tight grasping or twisting of the wrists to operate. [UFAS 4.13.9]
  - C. Retrofit shower by removing permanent seat and replacing it with a portable shower chair, and by adding a grab bar in a compliant location to the wall opposite the control wall. [UFAS 4.34.5.5(4) and ADA Standards 608.5.2]
  - D. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
  - E. Relocate the soap dish in the shower so that it is not located within 12” of any grab bar. [UFAS 4.34.5.5, 4.26]
  - F. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.

**APPENDIX H**

**NOTICE TO RESIDENTS**

Dear Resident:

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

Although your apartment unit will be retrofitted automatically after your residency ends, we want you to know that you may request to have your apartment modified now at no cost to you. The actual work will take no longer than \_\_\_ days from the date construction begins and we will provide you with another unit in this development or comparable alternative living arrangements during that time. In scheduling when the repairs will take place, we will take into account your preferences and convenience.

You should be aware that this work must be completed within the next [years], regardless of your intention to stay in your apartment for a longer duration. Please let us know if you are interested in having the work done now and we will provide you with additional information.

The Management

## ANEXO H

### AVISO A INQUILINOS

Estimado/a inquilino/a:

Este aviso sirve para informarle que, como resultado de la resolución de un caso presentado por los Estados Unidos contra los dueños de este complejo de apartamentos, hemos acordado readaptar las viviendas de la planta baja [todas las viviendas si el edificio tiene ascensor] en \_\_\_\_\_ [Subject Property] con el fin de ofrecer mayor accesibilidad a personas con discapacidades. Su vivienda reúne los requisitos para ser readaptada para poder mejorar su accesibilidad.

Aunque su vivienda será automáticamente readaptada una vez acabada su estadía en la misma, queríamos avisarle que usted puede solicitar ahora mismo la readaptación de su vivienda, sin costo adicional para usted. Las obras actuales no tardarán más de \_\_\_ días a contar desde la fecha en que tal obra empiece y, de ser necesario, durante aquel período de tiempo, lo/la alojaremos en otra vivienda del complejo o en una vivienda alterna comparable. A la hora de programar las obras, tomaremos en cuenta sus preferencias y conveniencia.

Cabe destacar que habrá que completar estas obras dentro de los próximos [años], independientemente de su intención de seguir viviendo en su apartamento durante un tiempo adicional. Favor de avisarnos si usted quisiera que se realicen las obras ahora y le brindaremos información adicional.

El Equipo Administrativo

**APPENDIX I**

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

The federal Fair Housing Act requires that the public and common use areas at complexes such as [SUBJECT PROPERTY] have certain features of physical accessibility for persons with disabilities.

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

Generally, the workers will modify or “retrofit” certain sidewalks, install curb cuts and ramps or modify existing ones along certain pathways to certain ground-floor units. They will also be making some modifications to the leasing office and laundry facility, as well as to other areas, to make them more accessible to persons with disabilities. We apologize for any inconveniences you may incur as a result of this work.

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

The Management

## ANEXO I

### NOTIFICACIÓN DE LA READAPTACIÓN DE ZONAS DE USO PÚBLICO Y COMÚN EN [SUBJECT PROPERTY]

Conforme la ley federal de Vivienda Justa, las zonas de uso público y común en complejos como [SUBJECT PROPERTY] deben poseer ciertas características relacionadas con la accesibilidad física para personas con discapacidades.

Como resultado de eventos recientes, nos hemos percatado de que ciertas características de las zonas públicas y comunes de [SUBJECT PROPERTY] pueden ser modificadas para brindar mayor accesibilidad a personas con discapacidades, en conformidad con los requisitos de accesibilidad de la ley federal de Vivienda Justa. Nos complace acoger a personas con discapacidades, ya sean inquilinos o sus invitados, en [SUBJECT PROPERTY]. Estamos redactando esta notificación para avisarle que, comenzando el [DAY] de [MONTH] del 2020, empezarán a llegar contratistas al edificio para iniciar el proceso de modificar ciertos aspectos de las zonas de uso público y común. Anticipamos que el proceso dure aproximadamente \_\_\_\_\_ semanas, siempre y cuando el clima lo permita.

Por lo general, los trabajadores modificarán o readaptarán ciertas aceras, harán cortes en los bordillos, instalarán rampas o modificarán las actuales en ciertas vías de acceso a ciertas viviendas en la planta baja. Asimismo, realizarán ciertas modificaciones a la oficina de arrendamiento y las instalaciones de lavandería, así como a otras zonas, para que estas sean accesibles para personas con discapacidades. Ofrecemos disculpas por cualquier inconveniente que pueda surgir como resultado de estas obras.

Si tiene alguna duda acerca de estas modificaciones, puede comunicarse con nosotros al \_\_\_\_\_.

El Equipo Administrativo

**APPENDIX J**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,	)
	)
	)
Plaintiff,	)
	)
v.	)
	)
STAR MANAGEMENT CORP., et al.	)
	)
	)
Defendants.	)
_____	)

**NOTICE TO POTENTIAL VICTIMS OF ALLEGED DISCRIMINATION AGAINST  
PERSONS WITH DISABILITIES AT STAR MANAGEMENT APARTMENT  
COMPLEXES**

On \_\_\_\_\_, 2020, the United States and Star Management Corp. and its associated entities entered into a Consent Order resolving a housing discrimination lawsuit brought by the United States related to the design and construction of five apartment complex in Puerto Rico. The United States alleges that the units and many common use areas (for example, rental offices, routes to amenities, etc.) are not accessible to persons with physical disabilities. As part of the Consent Order, Defendants have agreed to retrofits of the units and common use areas to comply with the Fair Housing Act and the Americans with Disabilities Act at the following apartment complexes:

1. Monserrate Elderly, Hormigueros, PR
2. Sunrise Elderly, San Juan, PR
3. Morovis Elderly, Morovis, PR
4. Isabela Elderly, Isabela, PR
5. Patillas Elderly, Patillas, PR
6. Florida Elderly, Florida, PR

The Consent Order also establishes a Settlement Fund to compensate persons who have been harmed as a result of this alleged discrimination at any of the above-named complexes. You or members of your family may be qualified to recover from the Settlement Fund if you or members of your family allege that you:

- were discouraged from living at any of the above-named complexes because of the lack of accessible features of the apartment or the complex;

- rented an apartment but were unable to use, or had difficulties using portions of your apartment or the complex because they were not accessible (including the inability to have visitors who have disabilities);
- paid to have any portion of your apartment or the complex modified to be more accessible;
- were not informed about, or offered, all available apartment units because of your disability or the disability of someone who would be living with you; or

*If you believe you have been harmed because of your disability at any of the above-named apartment complexes, or if you have information about someone else who may have been harmed, please contact the United States Department of Justice at: 1-800-896-7743, mailbox 3, or e-mail us at [dojclaim530@usdoj.gov](mailto:dojclaim530@usdoj.gov).*

*You also may write to United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 150 M. Street, N.E., Suite 8000, Washington, DC, 20530, Att: DJ 175-65-65*

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



- alquiló un apartamento pero no pudo usar o tuvo dificultades para usar, ciertas partes del apartamento o complejo por no ser estas accesibles (incluyéndose la imposibilidad de recibir a visitantes con discapacidades);
- pagó para modificar alguna parte de su apartamento o complejo para que fuera más accesible; o
- no fue informado/a acerca de todas las viviendas disponibles debido a su discapacidad o la discapacidad de alguien que estaría cohabitando con usted.

*Si usted cree haber sido perjudicado/a de alguna de estas maneras a causa de su discapacidad en cualquiera de los complejos de apartamentos identificados anteriormente, o si dispone de información acerca de otra persona que podría haber sido perjudicada, favor de comunicarse con el Departamento de Justicia de los Estados Unidos al: 1-800-896-7743, oprima el 2 para continuar en español y seleccione la extensión 9, o mande un correo electrónico a [dojclaim530@usdoj.gov](mailto:dojclaim530@usdoj.gov).*

*Usted también puede escribir al United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 150 M Street, N.E., Washington, DC, 20530, Att: DJ 175-65-65.*

**\*\*\* Usted debe llamar o escribir a más tardar 365 días desde la fecha en que se dictó la Orden de Consentimiento, para ser elegible para una indemnización. Su mensaje telefónico o carta debe incluir su nombre, dirección y, de ser posible, al menos dos números de teléfono a los cuales se le puede llamar.**

**APPENDIX K**

**RELEASE OF ALL CLAIMS**

In consideration of and contingent upon the payment of the sum of (\$ \_\_\_\_\_), pursuant to the Consent Order entered in United States v. Star Management Corp., et al., (D. P.R.), between the United States and Star Management Corp. and its associated entities (“Defendants”), I hereby release and forever discharge Defendants named in this action from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in this action as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of Defendants will be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

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

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

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

**ANEXO K**

**RENUNCIA DE RECLAMOS**

Considerando y supeditado al pago del importe de (\$\_\_\_\_\_ ), en virtud de la Orden de Consentimiento dictada en *United States v. Star Management Corp.*, (D.P.R.) entre los Estados Unidos y Star Management Corp. y sus entidades asociadas («Demandados»), yo por la presente exonero y relevo para siempre a los Demandados nombrados en la presente acción de toda responsabilidad por demandas, legales o equitativas, que pueda tener en su contra como resultado de los problemas alegados en la presente acción a partir de la fecha en que se dictó la Orden de Consentimiento. Reconozco plenamente y acuerdo que la exoneración de los Demandados será vinculante para mis herederos, representantes, albaceas, sucesores, administradores y cesionarios. Reconozco por la presente que he leído y entendido esta exoneración y la he ejecutado de modo voluntario y con el pleno conocimiento de sus efectos jurídicos.

(Firma)

NOMBRE: \_\_\_\_\_

DIRECCIÓN: \_\_\_\_\_

FECHA: \_\_\_\_\_

**APPENDIX L**

**ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

On \_\_\_\_\_, I received copies of and have read, or have had read to me, the Consent Order entered between the United States and Star Management Corp., and its associated entities. I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

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

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

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

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

**ANEXO L**

**ACUSO DE RECIBO DE LA ORDEN DE CONSENTIMIENTO**

El [DAY] del [MONTH] del 2020, recibí copias y las leí o se me leyó la Orden de Consentimiento dictada por los Estados Unidos y Star Management Corp. y sus entidades asociadas. Todas mis preguntas acerca de la Orden de Consentimiento y la Ley de Vivienda Justa fueron contestadas a mi satisfacción.

\_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Nombre en letra de molde)

\_\_\_\_\_  
(Posición)

\_\_\_\_\_  
(Fecha)

**APPENDIX M**

**CERTIFICATION OF FAIR HOUSING 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)

**ANEXO M**

**CERTIFICACIÓN DE CAPACITACIÓN SOBRE LA VIVIENDA JUSTA**

El [DAY] del [MONTH] del 2020, asistí a una capacitación sobre la ley de Vivienda Justa y la ley de Estadounidenses con Discapacidades, incluyendo sus requisitos en lo que se refiere a la accesibilidad física para personas con discapacidades. Todas mis preguntas acerca de la ley de Vivienda Justa y la ley de Estadounidenses con Discapacidades se me contestaron a mi satisfacción.

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(Firma)

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(Nombre en letra de molde)

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(Posición)

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(Fecha)