



3. Specifically, the United States' Complaint alleges that Defendants, except Defendants Windham Bridge Condominium Unit Owners' Association and Hampton Court of Stark County Unit Owners' Association (collectively "Unit Owners' Association Defendants"), engaged in a pattern or practice of discrimination against persons with disabilities by failing to design and construct covered multifamily dwellings known as the "Windham Bridge Condominiums" or "Windham Bridge," and "Hampton Court Condominiums" or "Hampton Court," in Hartville, Ohio, with the features of accessible and adaptable design and construction required by 42 U.S.C. § 3604(f)(3)(C). The United States and Defendants ("the Parties") agree that these complexes are subject to the accessible design and construction requirements of 42 U.S.C. § 3604(f)(3)(C).
4. The Defendants have denied the allegations in the United States' Complaint. However, by entering into this Consent Order the Parties intend to fully resolve all of the United States' claims in its Complaint against the Defendants.

## **II. DEFENDANTS**

5. Noble Homes, Inc. ("Noble Homes") is an Ohio corporation, and has its principal place of business in Hartville, Ohio. Noble Homes constructed Hampton Court and buildings 1-11, 13 and 26 at Windham Bridge.
6. Guardian Property Management ("Guardian") is an Ohio corporation, and has its principal place of business in Hartville, Ohio. Guardian was the owner and developer of Windham Bridge and Hampton Court during construction of both properties.
7. Dean Windham ("Windham"), a resident of Hartville, Ohio, was the principal owner and registered agent for Noble Homes and Guardian during the construction of Hampton Court and during construction of buildings 1-11, 13 and 26 at Windham Bridge.

Windham personally directed the construction of Hampton Court and buildings 1-11, 13 and 26 at Windham Bridge.

8. Milton Studer (“Studer”), a resident of Minerva, Ohio, is an architect licensed in Ohio who designed Hampton Court and each of the four-unit buildings at Windham Bridge. Studer operated as a sole proprietorship until April 2009, at which time he formed Studer Architects, LLC.
9. Studer Architects, LLC, (“Studer Architects”) is an Ohio limited liability corporation, and has its principal place of business in Minerva, Ohio. Studer Architects stamped the design plans for building 26 at Windham Bridge in September 2010.
10. Defendant Windham Bridge Condominium Unit Owners’ Association is an active, non-profit Ohio corporation, and has its primary place of business in Hartville, Ohio. Defendant Windham Bridge Condominium Unit Owners’ Association is a homeowners association for Windham Bridge and has an ownership and management interest in the property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.
11. Defendant Hampton Court of Stark County Unit Owners’ Association is an active, non-profit Ohio corporation, and has its primary place of business in Hartville, Ohio. Defendant Hampton Court of Stark County Unit Owners’ Association is a homeowners association for Hampton Court and has an ownership and management interest in the property. It is a necessary party to this lawsuit in whose absence complete relief cannot be afforded to the United States.

### **III. RELEVANT REQUIREMENTS OF THE FAIR HOUSING ACT**

12. The Fair Housing Act 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 units” and must include certain basic features of accessible and adaptable design to make such units usable by a person who has or who develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).
13. The accessible and adaptable design provisions of the Fair Housing Act require for covered multifamily dwellings: (a) the public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability; (b) 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; (c) an accessible route into and through the dwelling; (d) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (e) reinforcements in bathroom walls to allow later installation of grab bars; and (f) 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 referenced in this document as the “FHA accessible design requirements.”

### **IV. ALLEGED VIOLATIONS AT WINDHAM BRIDGE AND HAMPTON COURT**

14. Windham Bridge consists of fourteen buildings located between 1109 and 1244 St. Abigail St., SW, and 1119-1125 Lauren Crest, SW, in Hartville, Ohio. Construction at Windham Bridge began in 2004 or 2005, and the last certificate of occupancy was issued in July 2011. Thirteen of the buildings at Windham Bridge are each comprised of four single-story dwellings, (“covered buildings”), and one building is comprised of two

single-story dwellings. The fifty-two (52) condominium units contained within the thirteen covered buildings, and the public and common use areas appurtenant thereto, are “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B).

15. The United States has alleged failures to meet the FHA accessible design requirements at Windham Bridge, including (a) the existence of steps leading up to the front entrances to thirty-three (33) of the fifty-two (52) covered units; (b) walkways leading from the driveways to the front entrances of some of the units have excessive running slopes and excessive cross slopes; (c) mailboxes and entry buzzers located above reach range; (d) doors lacking sufficient clear width; and (e) a failure to design and construct all premises within ground-floor dwellings so that they contain the following features of adaptive design: (i) an accessible route into and through the dwelling and (ii) usable kitchens and bathrooms, such that an individual using a wheelchair can maneuver about the space.
16. Hampton Court consists of one building located at 1237-1263 Lauren Crest Street, SW, in Hartville, Ohio, on a parcel of land adjacent to the Windham Bridge Property. Hampton Court consists of one three-story building containing fourteen units. Four of the units in the Hampton Court Building are on the first floor. The four first-floor condominium units, and the public and common use areas appurtenant thereto, are “covered multifamily dwellings” within the meaning of 42 U.S.C. § 3604(f)(7)(B).
17. The United States has alleged failures to meet the FHA accessible design requirements at Hampton Court, including: (a) no sidewalks or accessible pedestrian routes that connect the covered dwelling units to public streets or to the mailbox kiosk; (b) buzzer for entry located more than 54” above the porch slab; (c) doors lacking sufficient width; and (d) a failure to design and construct all premises within ground-floor dwellings so that they

contain the following features of adaptive design: (i) an accessible route into and through the dwelling; and (ii) usable kitchens and bathrooms, such that an individual using a wheelchair can maneuver about the space.

**V. CONSENT OF THE PARTIES TO ENTRY OF THIS ORDER**

18. Unit Owners' Association Defendants agree to facilitate the completion of certain retrofits to the public and common use areas of Windham Bridge and Hampton Court and permit the retrofitting and inspecting of the public and common use areas of Windham Bridge and Hampton Court as set forth in this Order.
19. The Parties agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1341 and 1345 and 42 U.S.C. § 3614(a). The Parties have negotiated a settlement such that the United States' claims will be resolved without further proceedings and without an evidentiary hearing.

**It is hereby AJUDGED, ORDERED and DECREED:**

**VI. GENERAL INJUNCTION**

20. Defendants Noble Homes, Guardian, Windham, Studer, and Studer Architects (collectively, the "FHA Defendants"), and each of their officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).
21. Unit Owners' Association 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. Unit Owners' Association

Defendants agree to allow access to the public and common use areas of Windham Bridge and Hampton Court, for the purpose of planning, evaluating, and performing any actions required under paragraphs 22-25 of this Order, and for the purpose of interviewing or meeting with homeowners or residents at Windham Bridge and Hampton Court to aid in the implementation or completion of this Order.

## **VII. RETROFITS AT WINDHAM BRIDGE AND HAMPTON COURT**

### **Retrofits to be Facilitated by the Unit Owners' Association Defendants**

22. The Unit Owners' Association Defendants shall ensure that the mailbox kiosks at Windham Bridge and Hampton Court are retrofitted to provide an accessible pedestrian route to those mailbox kiosks and shall lower the entry buzzer at Hampton Court to be within a 54" reach range. The costs of these retrofits shall be paid by the retrofit fund established through the consent order in this case against Defendants John Hershberger and Hersh Construction (Docket No. 109) ("Hershberger Fund"). To the extent not already completed, the Unit Owners' Association Defendants shall solicit bids for these retrofits within forty-five (45) days and complete these retrofits within one hundred and twenty (120) days from the date the Hershberger Fund is authorized to be disbursed for the purpose of completing these retrofits. To the extent they have not already done so, the Unit Owners' Association Defendants will provide the United States with seven (7) days to approve or object to the work to be performed under this paragraph before the work is begun.
23. The Unit Owners' Association Defendants shall offer any resident or homeowner residing in a covered unit whose mailbox is located in one of the top two rows at either of the mailbox kiosks at Windham Bridge or Hampton Court the opportunity to have a

mailbox in one of the lower rows of that mailbox kiosk, and will reassign the mailbox accordingly upon their request.

**Retrofit Fund for Retrofits Requested by Unit Owners**

24. As set forth in the United States' expert report (Docket 114-10) ("Hilberry Expert Report"), the United States alleges that certain unit front entrances and accessible routes leading to unit front entrances at Windham Bridge and interior features of the units at Windham Bridge and Hampton Court do not meet the accessible and adaptive design requirements of the Act.
25. Within sixty (60) days from the date of the entry of this Order, the Unit Owners' Association Defendants shall inform each homeowner or tenant who resides in a covered dwelling unit at Windham Bridge or Hampton Court, in a form set out in Appendix A-1 or A-2, that: (1) the features can be retrofitted in the unit upon request of the homeowner; (2) the retrofits offered will be at no cost to the homeowner or the tenant; and (3) the scheduling of the retrofits will take into account the preferences and convenience of the homeowners and tenants and that relocation costs as defined in this Order, if any, will be provided in advance. In addition, the notice shall inform each homeowner that he or she will be paid ONE THOUSAND DOLLARS (\$1,000) as payment for inconvenience, beyond the monies expended for the retrofits, if he or she agrees to have any interior unit features modified to retrofit the alleged violations listed in Hilberry Expert Report. The notice shall inform the homeowner that he or she would also be issued a separate payment of ONE THOUSAND DOLLARS (\$1,000), if they chose to have the walkways leading to the front entrances of their unit modified to retrofit the alleged violations listed thereto in Hilberry Expert Report. In addition to distributing this notice within sixty (60)



days after the entry of the Order, the Unit Owners' Association Defendants shall be distribute this notice to all homeowners at Windham Bridge and Hampton Court on the first and second anniversaries of the entry of the Order and to all new owners upon their purchase of a unit at Windham Bridge or Hampton Court. The Unit Owners' Association Defendants shall certify to the United States in writing that the notices have been distributed and the manner in which they were distributed within ten (10) days after such distribution.

26. Within thirty (30) days from entry of this Order, the FHA Defendants shall deposit \$100,000, into an interest bearing escrow account ("Retrofit Fund") to cover the cost of retrofits to unit front entrances, walkways leading to unit front entrances, unit interiors, incentive payments to unit owners at Windham Bridge or Hampton Court, and per diem paid to residents, as outlined in Paragraphs 25 and 29. The FHA Defendants are not liable for any costs of retrofits, incentive payments, or per diem payments that exceed the amount of the Retrofit Fund.
27. The Unit Owners' Association Defendants shall maintain the Retrofit Fund. The Windham Bridge Condominium Unit Owners' Association shall administer the Retrofit Fund for both Associations in the role of "Retrofit Fund Administrator". The FHA Defendants will compensate the Retrofit Fund Administrator for reasonable administration costs incurred specifically to perform duties required of him or her under paragraphs 25, 26, 28 29, and 32 of this Order pursuant to terms agreeable between those parties. The interest accrued on the Retrofit Fund may be used by the Retrofit Fund Administrator towards such administration costs.

28. The Retrofit Fund Administrator shall approve all requests from homeowners that correct and/or materially improve accessibility deficiencies identified in the Hilberry Expert Report. If the Retrofit Fund Administrator receives a request from a homeowner of a covered dwelling unit to perform the retrofits, he or she shall exercise reasonable discretion to approve requested modifications that are consistent with the retrofits permitted in Appendix A-1 or A-2 within thirty (30) days from the date on which the retrofits were requested, absent extenuating circumstances, and as soon as reasonably possible thereafter, and to disburse funds from the Retrofit Fund to pay for such retrofits once they are completed. Should the Retrofit Fund Administrator have a question regarding whether a requested modification is covered by this Order, he or she shall consult with the undersigned counsel for the United States.
29. In the event that a resident of a unit scheduled to undergo a modification incurs undue inconvenience or hardship (defined as a dislocation from the unit for more than twenty-four (24) hours consecutively), the resident shall receive the applicable government per diem rate for food and lodging in the Hartville area for each day of undue inconvenience or hardship. Such payment shall be made from the Retrofit Fund prior to the commencement of any retrofit work on the resident's unit, so that the resident may use the money to obtain alternative living accommodations while dislocated.
30. If, after three (3) years after entry of this Consent Order, a balance remains in the Retrofit Fund, the FHA Defendants shall make a proposal to the United States for distribution of any balance to a non-profit organization or organizations dedicated to making housing available to persons with disabilities in the Stark County community and/or to the Unit Owners' Associations (collectively, the "qualified organization(s)") to be used

specifically to address accessibility issues. Recipient(s) of such funds must not be related to any of the FHA Defendants. Before selecting the qualified organization(s), the FHA Defendants will obtain a proposal from the organization(s) on how the funds will be used consistent with the above-stated purpose, submit such proposal to the United States, and consult with and obtain the non-objection of the United States. The United States shall provide any objection within sixty (60) of the submittal; otherwise, its lack of response shall be deemed a non-objection. The United States and the FHA Defendants may request modification of the proposal before approving the organization(s). The United States and the FHA Defendants shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s). The Retrofit Fund administrator shall, within ten (10) days of the Court's order, pay as directed by the Court.

31. The FHA Defendants shall also require that the qualified organization(s) receiving funds submit to the FHA Defendants and the United States a detailed report on how the funds are utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.

**Documentary Evidence of Retrofits**

32. The Retrofit Fund Administrator shall provide to the United States documentary evidence of retrofits completed pursuant to Section VII of this Order, including statement of work performed, invoices, and photographs of the retrofits completed, and for retrofits requested by homeowners, the contact information of the homeowners, within seven (7) days of the completion of each retrofit.
33. Upon reasonable notice to the Unit Owners' Association Defendants, representatives of the United States, at the expense of the United States, shall be permitted to inspect the

retrofits to the public and common use areas of Windham Bridge and Hampton Court made using funds from the Hershberger Fund to ensure that the funds have been used in compliance with this Consent Order.

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

34. All future covered multifamily housing designed or constructed by the FHA Defendants after the date of this Consent Order shall comply with the accessibility requirements of the Fair Housing Act.
35. For the duration of this Consent Order, the FHA Defendants shall maintain, and provide to the United States upon request, the following information and statements regarding any covered multifamily dwellings that are intended to be developed, built, and/or designed in whole or in part, by any of them or by any entities in which they have a position of control as an officer, director, or member, or have a ten-percent (10%) or larger ownership share:
  - a. the name and address of the project;
  - b. a description of the project and the individual units;
  - c. the name, address, and telephone number of the civil engineer(s) involved with the project;
  - d. a statement, similar to Appendix C, from the civil engineer(s) involved with the project acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act 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 and the Fair Housing Accessibility Guidelines;

- e. the name, address and telephone number of the architect(s) involved with the project;
  - f. a statement, similar to Appendix C, from the architect(s) acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and in the field of accessible building and housing design and certifying that he/she has reviewed the architectural plans for the project and that design specifications therein fully comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines; and
  - g. if the engineering documents or architectural plans are revised, and the revisions could have any impact on the accessibility of the dwellings or complex, the FHA Defendants shall obtain and maintain (and provide to the United States upon request) a statement from the site engineer or architect, as applicable, that all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirements of the Fair Housing Act and the Fair Housing Accessibility Guidelines.
36. For the duration of this Consent Order, if Milton Studer or Studer Architects, LLC prepares any site plans, architectural plans, drawings or blueprints for covered multifamily housing, they shall include on such plans, drawings, or blueprints a statement that they comply with the Fair Housing Act, and, where applicable, the ADA and the ADA Standards for Accessible Design. For the duration of this Consent Order, Milton Studer and Studer Architects, LLC shall, upon request, provide to the United States a list of all such multifamily housing that any of them have designed or are designing during the term of this Consent Order.

37. If the FHA Defendants are not currently in the process of designing and constructing any covered multifamily dwelling, and have no intention to do so, the provisions of paragraphs 35, 39-42 and 46 shall not apply until such time as they decide to participate in the design or construction of any such covered dwellings.

#### **IX. MONETARY DAMAGES**

38. Within ten (10) days after the entry of this Order, the FHA Defendants shall pay the Fair Housing Advocates Association the sum of \$10,000, and the Tri-County Independent Living Center, Inc., the sum of \$10,000, conditioned on the execution of a release by each organization in the form set out in Appendix B.

#### **X. EDUCATIONAL PROGRAM**

39. Within thirty (30) days of the entry of this Order, the FHA Defendants shall provide a copy of this Order to all their agents and employees involved in the design, construction, management, or sale of covered multifamily dwellings and shall secure a signed statement from each agent or employee acknowledging that he or she has received and read the Order, and had an opportunity to have questions about the Order answered. This statement shall be substantially in the form of Appendix D. Copies of such signed statements shall be provided to the United States as set forth in Section XIII below.
40. During the term of this Order, within thirty (30) days after the date he or she commences an agency or employment with one of the FHA Defendants, each new agent or employee involved in the design, construction, management, or sale of covered multifamily dwellings shall be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, and had an opportunity to have questions about the Order answered. This statement shall be substantially in the

form of Appendix D. Copies of such signed statements shall be provided to the United States as set forth in Section XIII below.

41. The FHA Defendants shall also ensure that they and any other employees and agents who have supervisory authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, *A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act*, (August 1996, Rev. April 1998). The FHA Defendants and all employees and agents whose duties, in whole or in part, involve the sale and/or rental of multifamily dwellings at issue in this case shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.
42. Within ninety (90) days of the date of entry of this Consent Order, FHA Defendants and all employees and agents whose duties, in whole or in part, involved supervisory authority over the development, design and/or construction of the multifamily dwellings at issue in this case shall undergo training on the design and construction requirements of the Fair Housing Act. A qualified third party, unconnected to Defendants or their employees, agents or counsel, shall conduct the training, and any expenses associated with this training shall be borne by the FHA Defendants. The FHA Defendants shall provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all FHA

Defendants and covered employees and agents confirming their attendance, in a form substantially equivalent to Appendix E.

**XI. PUBLIC NOTICE OF DEFENDANTS' NON-DISCRIMINATION POLICY**

43. Within ten (10) days of the date of entry of this Consent Order, and for the duration of this Order, the Defendants shall 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 sale or rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.
44. For the duration of this Consent Order, in all future advertising in newspapers, and on pamphlets, brochures and other promotional literature regarding the existing complexes or any new complexes that any FHA Defendant may develop, design, or construct, such Defendant(s) shall place, in a conspicuous location, a statement that the dwelling units include the features for persons with disabilities required by the federal Fair Housing Act.

**XII. CIVIL PENALTY**

45. Within ninety (90) days of the entry of this Order, FHA Defendants shall collectively pay to the United States a civil penalty of FORTY THOUSAND DOLLARS (\$40,000), to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C). These payments shall be in the form of an electronic funds transfer pursuant to written instructions by the United States.

**XIII. NOTIFICATION AND DOCUMENT RETENTION REQUIREMENTS**

46. Within one hundred twenty (120) days after the date of entry of this Consent Order, FHA Defendants shall submit to the United States an initial report regarding the: (1) signed



statements from all employees and agents, in accordance with Section X of this Consent Order, that they have received and read the Order, and had an opportunity to have questions about the Order answered; and (2) the signed statements of FHA Defendants' employees and agents who have completed the training program specified in Section X of this Consent Order. Thereafter during the term of this Order, FHA Defendants shall, on the anniversary of the entry of this Order, submit to the United States a report containing the signed statements of new employees and agents certifying that, in accordance with Section X of this Consent Order, they have received and read the Order, and had an opportunity to have questions about the Order answered.

47. FHA Defendants shall advise the United States in writing within fifteen (15) days of receipt of any written or oral administrative or legal fair housing complaint against any property owned, managed, or against any employees or agents of the FHA Defendants working at or for any such property, regarding discrimination on the basis of disability, or regarding retaliation, in housing. Upon reasonable notice, the FHA Defendants shall also provide the United States all information it may request concerning any such complaint. The FHA Defendants shall also notify the United States in writing within fifteen (15) days of the resolution of any such complaint.
48. For the term of this Consent Order, Defendants are required to preserve all records related to this Consent Order, for Windham Bridge, Hampton Court, and all covered multifamily dwellings designed, constructed, or owned by them. Upon reasonable notice to the Defendants, representatives of the United States shall be permitted to inspect and copy any records of the Defendants or inspect any developments or residential units under the Defendants' control bearing on compliance with this Consent Order at any and

all reasonable times, provided, however, that the United States shall endeavor to minimize any inconvenience to Defendants from such inspections.

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

49. This Consent Order shall remain in effect for three and a half (3½) years after the date of its entry, or until one year after all retrofits, all deposits, and all notices required by this Consent Order have been completed, whichever occurs last. By consenting to entry of this Order, the United States and the FHA Defendants agree that in the event that FHA Defendants engage in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).
50. The Court shall retain jurisdiction for the duration of this Consent Order to enforce the terms of the Order, at which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of the Consent Order in the interests of justice.
51. The United States and the Defendants shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event that any party fail to perform any act required by this Order in a timely manner, or, in the event that a party fail to comply with any provision herein, the non-breaching party may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act, and an award of any damages, costs, and attorneys’ fees which may have been occasioned by the breaching party’s non-compliance or failure to perform.

**XV. TIME FOR PERFORMANCE**

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

**XVI. COSTS OF LITIGATION**

53. Each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

SO ORDERED this 23rd day of June, 2016:

/s/ John R. Adams

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THE HONORABLE JOHN R. ADAMS  
United States District Judge

Agreed to by the parties as indicated by the signatures appearing below:

**For the United States:**

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Acting United States Attorney General  
Northern District of Ohio

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Principal Deputy Assistant Attorney General  
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Studer Architects, LLC:**

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**For Defendants Windham Bridge  
Condominium Unit Owners' Association and  
Hampton Court of Stark County Unit Owners'  
Association:**

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**APPENDIX A-1**

**NOTICE TO WINDHAM BRIDGE CONDOMINIUM OWNERS:  
MODIFICATIONS ARE AVAILABLE TO  
IMPROVE THE ACCESSIBILITY OF YOUR HOME**

The federal Fair Housing Act requires that ground floor units in newer multifamily communities have certain accessible features for people with disabilities. Your condominium is covered by the Fair Housing Act's accessibility requirements.

As a result of a settlement between the United States Department of Justice and the designers and builders of your condominium, the Windham Bridge Condominium Unit Owners' Association together with the Hampton Court Unit Owners' Association, has received \$100,000 to pay for modifications to improve the accessibility of Windham Bridge and Hampton Court. You are eligible to make, at no expense to you, modifications to your unit that are intended to improve its accessibility to people with disabilities. Depending on the particular features of your unit, these modifications include:

- Replacing walkways to front entrances to eliminate steps and excessive slopes. This modification would include lowering the grade of the walkway and restoring any affected landscaping.
- Widening doorways, reversing the swing direction of doors, or replacing door hinges, so that the resulting interior doorway would be wide enough for a wheelchair to pass through. This modification would include replacing the door and any resulting necessary wall and floor finishing.
- Repairing door thresholds that are higher than ½" to lower or eliminate the threshold.
- Replacing cabinets under the sink in the kitchen and/or in the bathroom with a type that could easily be removable to create maneuvering space for someone using a wheelchair. This modification would include any necessary floor finishing and insulation of pipes.
- Relocating bathroom toilets that are in a nook so as to allow persons using wheelchairs to access those toilets. This modification may entail the installation of an offset flange that would bring the toilet forward towards the front of the nook and include any necessary floor finishing.
- Replacing refrigerators with shallow/cabinet depth models where such replacement would increase maneuvering space in the kitchen.

If you choose to make any of these modifications to your condominium, you may select the contractor and submit the anticipated costs of the modification to Russ O'Neill for pre-approval, and the final invoice of work done to make the modification shall be submitted to Russ O'Neill for payment. If it is necessary to vacate the condominium for the modifications to be

completed, Russ O'Neill will provide you with advance payment equal to the government per diem rate for food and lodging in the Hartville area for the anticipated length of your displacement.

In addition, to compensate you for any inconvenience of making these modifications, you will be paid an incentive of ONE THOUSAND (\$1,000) if you choose to have your front walkway modified, and an incentive of ONE THOUSAND DOLLARS (\$1,000) if you chose to have the interior of your unit modified. These payments will be paid to you at the completion of the modification. While the fund is available for all eligible modifications you choose to make to your unit, you may receive each of these two respective incentive payments only once.

To be eligible to receive payments and incentive under this notice, you must respond to Russ O'Neill at [russon2330@sbcglobal.net](mailto:russon2330@sbcglobal.net) within seventy-five (75) days of the mailing of this notice. The payments outlined in this notice will be available only until the \$100,000 fund runs out. If you have questions about the types of modifications that may qualify for payments under this fund, you are invited to contact counsel for the United States Department of Justice, Sara Niles at (202) 514-2168 or Ronald Lee at (202) 616-1892.

**APPENDIX A-2**

**NOTICE TO HAMPTON COURT CONDOMINIUM OWNERS:  
MODIFICATIONS ARE AVAILABLE TO  
IMPROVE THE ACCESSIBILITY OF YOUR HOME**

The federal Fair Housing Act requires that ground floor units in newer multifamily communities have certain accessible features for people with disabilities. Your condominium is covered by the Fair Housing Act's accessibility requirements.

As a result of a settlement between the United States Department of Justice and the designers and builders of your condominium, the Hampton Court Unit Owners' Association, together with the Windham Bridge Condominium Unit Owners' Association, has received \$100,000 to pay for modifications to improve the accessibility of Hampton Court and Windham Bridge. You are eligible to make, at no expense to you, modifications to your unit that are intended to improve its accessibility to people with disabilities. Depending on the particular features of your unit, these modifications include:

- Replacing cabinets under the sink in the kitchen and/or in the bathroom with a type that could easily be removable to create maneuvering space for someone using a wheelchair. This modification would include any necessary floor finishing and insulation of pipes.
- Relocating bathroom sinks, showers, and toilets so as to allow persons using wheelchairs to access those features. This modification would include any necessary floor finishing.
- Replacing refrigerators with shallow/cabinet depth models where such replacement would increase maneuvering space in the kitchen.
- Widening doorways, reversing the swing direction of doors, or replacing door hinges, so that the resulting interior doorway would be wide enough for a wheelchair to pass through. This modification would include replacing the door and any resulting necessary wall and floor finishing.

If you choose to make any of these modifications to your condominium, you may select the contractor and submit the anticipated costs of the modification to Russ O'Neill for pre-approval, and the final invoice of work done to make the modification shall be submitted to Russ O'Neill for payment. If it is necessary to vacate the condominium for the modifications to be completed, Russ O'Neill will provide you with advance payment equal to the government per diem rate for food and lodging in the Hartville area for the anticipated length of your displacement.

In addition, to compensate you for any inconvenience of making these modifications, you will be paid an incentive of ONE THOUSAND (\$1,000) if you chose to have the interior of your



unit modified. These payments will be paid to you at the completion of the modification. While the fund is available for all eligible modifications you choose to make to your unit, you may receive this incentive payment only once.

To be eligible to receive payments and incentive under this notice, you must respond to Russ O'Neill at [russon2330@sbcglobal.net](mailto:russon2330@sbcglobal.net) within seventy-five (75) days of the mailing of this notice. The payments outlined in this notice will be available only until the \$100,000 fund runs out. If you have questions about the types of modifications that may qualify for payments under this fund, you are invited to contact counsel for the United States Department of Justice, Sara Niles at (202) 514-2168 or Ronald Lee at (202) 616-1892.

**APPENDIX B**

**RELEASE OF CLAIMS**

In consideration of and contingent upon the payment of the sum of dollars (\$ \_\_\_\_\_), pursuant to the Consent Order entered in United States v. Noble Homes, Inc. et al., Civil Action No. 5:13-2659, (N.D. Ohio), I hereby release and forever discharge the 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 the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

NAME (printed):

SIGNATURE:

DATE:

**APPENDIX C**

**ARCHITECT AND CIVIL ENGINEER'S CERTIFICATE**

I hereby certify that I have read and am familiar with the accessibility requirements and provisions of the Fair Housing Act, 42 U.S.C. § 3604 (f) (1)-(3), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the "Act"), the Fair Housing Accessibility Guidelines, 24 CFR Chapter I, Subchapter A, Appendix II and III, ANSI A117.1-1986, and Sections 302 and 303 of the Americans with Disabilities Act, 42 U.S.C. §§ 12182 and 12183 ("ADA"), implemented by 28 C.F.R. pt. 36, including the ADA Standards, 28 C.F.R. pt. 36, Appendix A, and that the plans that I am submitting are, to the best of my knowledge and belief, consistent with these requirements and provisions.

---

[Principal Architect or Civil Engineer's Signature]

**APPENDIX D**

**EMPLOYEE STATEMENT**

I \_\_\_\_\_, am an employee of [Name of Defendant],  
\_\_\_\_\_ at [Where duties are performed] \_\_\_\_\_ and my duties  
include [supervisory employee, sales or rental agent, and site manager involved in the design,  
construction, sale or rental of covered dwellings] \_\_\_\_\_.

I have received and read a copy of the Consent Order in *United States v. Noble Homes, Inc., et al.*, and have been given instruction on (1) the terms of this Consent Order, (2) the requirements of the Fair Housing Act, particularly related to the Act's design and construction requirements; and (3) my responsibilities and obligations under the Consent Order, the Fair Housing Act.

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Employee Signature]

**APPENDIX E**

**CERTIFICATION OF FAIR HOUSING TRAINING**

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

(Signature)

(Print Name)

Date