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UNITED STATES OF AMERICA,
Plaintiff,

And

INTERMOUNTAIN FAIR HOUSING
COUNCIL,
Plaintiff-Intervenor,

v.

RIVERWALK CONDOMINIUMS, LLC,
Defendant,

And

RIVERWALK CONDOMINIUM
ASSOCIATION, INC.,

Rule 19 Defendant.

Civil Action No. 2:09-cv-418-BLW

CONSENT DECREE

I. INTRODUCTION

A. Background

1. This action was brought by Plaintiff United States of America to enforce the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (“FHA”), on behalf of the Intermountain Fair Housing Council (“IFHC”) and Janice Bolon (“Complainants”). The Defendant is Riverwalk Condominiums, LLC (“Developer”), which constructed a multifamily condominium housing complex known as the Riverwalk Condominiums (“Riverwalk”),

located at 304 and 308 N. Greensferry Road, Post Falls, Idaho. The Complaint, filed August 26, 2009, alleges that the Developer violated section 804(f)(3)(C) of the FHA, 42 U.S.C. § 3604(f)(3)(C), by failing to incorporate required accessibility features into Riverwalk.

2. The case was initiated through the filing of complaints of discrimination with the Department of Housing and Urban Development (“HUD”) by the Intermountain Fair Housing Council (“IFHC”) and by Janice Bolon. IHFC and Janice Bolon are jointly referred to herein as “Complainants.” As required by 42 U.S.C. § 3610, HUD investigated these complaints and, on August 10, 2009, the Secretary issued a Determination of Reasonable Cause and Charge of Discrimination, charging Defendant with engaging in discriminatory housing practices in violation of the FHA. On August 27, 2009, Complainants elected to have the claims asserted in HUD’s Charge of Discrimination resolved in a federal civil action, pursuant to 42 U.S.C. § 3612(a). The United States filed action on August 26, 2009, pursuant to 42 U.S.C. § 3612(o), on behalf of complainants IFHC and Janice Bolon. The Complaint also alleges that the Developer has engaged in a pattern or practice of discrimination, and has denied rights protected by the FHA to a group of persons, pursuant to 42 U.S.C. § 3614(a).

3. Complainant IFHC moved to intervene as a plaintiff in this action, 42 U.S.C. § 3612(o)(2), and the court granted the motion on November 2, 2009.

4. Defendant Riverwalk Condominium Association (“Association”), a non-profit Idaho corporation, is the homeowners’ association for Riverwalk. The Association owns and/or has control over and a management interest in the common and public use areas at Riverwalk. The United States’ and IFHC’s Complaints name the Association

only as a necessary or indispensable party to this lawsuit, pursuant to Rule 19 of the Federal Rules of Civil Procedure, in whose absence complete relief cannot be afforded to the United States and IFHC.

B. Relevant Requirements of the Fair Housing Act

1. 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 multifamily dwellings” and must include certain basic features of accessible and adaptable design to make such units accessible to or adaptable for use by a person who has or who develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).

2. The features of accessible and adaptable design required by the Act include: (a) public use and common use portions of such dwellings that are readily accessible to and usable by persons with disabilities; (b) doors for passage into and within all premises that are sufficiently wide to allow passage by persons with a disability using wheelchairs; and (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).

3. The 18 ground-floor units at the Riverwalk are “covered multifamily dwellings” within the meaning of the Act, 42 U.S.C. § 3604(f)(7)(b). As such, those units and the public and common use areas at the Riverwalk must comply with the design and construction requirements of 42 U.S.C. §3604(f)(3)(C).

C. Consent of the Parties to Entry of this Decree

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). The Parties further agree that the controversy should be resolved without further proceedings and without an evidentiary hearing or trial or ruling on the merits of the Complaints. As indicated by the signatures appearing below, the Parties agree to entry of this Consent Decree.

Therefore, it is hereby, ORDERED, ADJUDGED, and DECREED:

II. GENERAL INJUNCTION

Defendant Riverwalk Condominium, LLC, its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with it, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).

III. RETROFITS

A. Access to Riverwalk

The Association agrees that it will cooperate with the Parties to facilitate implementation of this Consent Decree. The Association shall allow access to the common and public use areas and facilitate, to the extent possible, access to the individual dwelling units at Riverwalk to allow planning, evaluating, and performing any modifications required under this Decree pursuant to the timetable set forth in this Decree. The Association also agrees to allow access to Riverwalk, at reasonable times, for any interviews or meetings with the homeowners and/or residents at the Riverwalk to

aid in the implementation and/or completion of the purposes of this Decree. Attendance at any such meeting by any homeowner or resident shall be voluntary.

B. Retrofits

Plaintiffs allege that certain features of the ground-floor dwelling units and public and common use areas of the Riverwalk do not meet the design and construction requirements of the Fair Housing Act. To address these alleged deficiencies, the Developer¹ agrees to take the corrective actions set out in **Appendix A, Section A** with respect to the public and common use areas and the covered ground-floor dwelling units, and thereby to increase the accessibility of Riverwalk in compliance with this Consent Decree.² The Developer shall be responsible for all the retrofits listed in **Appendix A**.

1. Unit Entrances Accessible Routes, and Other Public and Common Use Areas at Riverwalk

(a) Within sixty (60) days of the entry of this Consent Decree, the Developer shall provide written notice, in the form set out in **Appendix B**, to all current homeowners at Riverwalk, stating that the retrofits specified in **Appendix A, Section A** will be performed to the unit entrance, accessible routes, and other public and common use areas at Riverwalk. The Developer shall certify to IFHC and 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.

(b) Within one hundred eighty (180) days of the date of entry of this Decree, Developer shall finish the retrofits to the public and common use areas of Riverwalk as

¹ All obligations imposed on the Developer by this Consent Decree shall be undertaken by Andrew Otero, or his designee(s), on behalf of Riverwalk Condominiums, LLC.

² HUD regulations provide that “[a] public or common use area that complies with the appropriate requirements of ANSI A117.1-1986 or a comparable standard is accessible.” *See* 24 C.F.R. § 100.201 (2002). HUD interprets “comparable standard” to mean a “standard that affords [persons with a disability] access essentially equivalent to or greater than that required by ANSI A117.1.” *See* 54 Fed. Reg. 3243 (Jan. 23, 1989).

set forth in **Appendix A, Section A**. The Developer shall pay all expenses associated with these retrofits.

(c) The Developer shall endeavor to minimize inconvenience to the homeowners and tenants in scheduling and performing the modifications to the public and common use areas.

2. Individual Dwellings at Riverwalk

(a) As set out in **Appendix A, Section B**, the United States and the IFHC allege that certain interior features of the certain units at Riverwalk do not meet the accessible and adaptive design requirements of the Act.

(b) Within sixty (60) days from the date of the entry of this Consent Decree, the Developer shall inform each homeowner or tenant who resides in a ground floor unit at Riverwalk, in the form set out in Appendix C, that: (1) the Developer has agreed to retrofit certain features of the covered dwellings to make them more accessible; (2) the features of accessible and adaptive design can be retrofitted in the unit upon request of the homeowners; (3) the retrofits offered will be at no cost to the homeowners or tenant; and (4) 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 Decree, if any, will be provided in advance. In addition, the notice shall inform each homeowner that he or she will be paid TWO HUNDRED FIFTY DOLLARS (\$250) as payment for inconvenience, beyond the monies expended on the retrofits, if he or she agrees to have the unit modified to retrofit the alleged violations listed in **Appendix A, Section B**. Such notice shall also be distributed on the first, second, and 60 days before the third anniversary of the entry of the Decree. The Developer shall certify to IFHC and

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.

(c) If the Developer receives a request from a homeowner of a ground floor unit to perform the retrofits, it shall complete the modifications within forty-five (45) days from the date on which the retrofits were requested.

(d) The Developer shall endeavor to minimize inconvenience to the homeowners and tenants in scheduling and performing the modifications to the individual units. 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 Developer shall pay such resident the applicable government per diem rate for food and lodging for the Coeur d'Alene area for each day of undue inconvenience or hardship. Such payment shall be made 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.

(e) In order to facilitate notice to the homeowners of the available modifications, the Association shall, within 15 days of the entry of the Consent Decree, provide the Developer with a list containing the names and mailing addresses of each current owner of a ground floor unit at the property by providing such list to counsel for the Developer. This list shall be the source for the notices to be mailed as described in paragraph (1)(a) and (3)(b) above. The Developer shall have no obligation to provide notice to the Riverwalk homeowners of either the modifications to the public and

common use areas or the available modifications to individual units unless and until it receives such list.

3. Neutral Inspection of Retrofits

(a) The Developer shall enter into a contract with a neutral inspector (hereinafter “Inspector”) approved by the United States, to conduct on-site inspections of the completed public and common use area and any interior (section II.B.2) retrofits that have been performed as of the date of the inspection to determine if the retrofits have been completed in accordance with **Appendix A**. The Inspector shall have expertise in the design and construction requirements of the Fair Housing Act.

(b) The inspection shall take place within thirty (30) days of the completion of the retrofit of the public and common use areas. The Developer shall give IFHC, the United States,³ and the Association at least fourteen days’ notice of the inspection and the opportunity to have their representatives present for any inspection.

(c) The Inspector shall set out the results of the inspection, including deficits, if any, in writing, and shall send that report by mail and by fax to counsel for the Developer, IFHC, the United States, and the Association.

(d) The Developer shall pay the Inspector’s fees and costs, without regard to the Inspector’s findings. Upon reasonable notice to the Developer, representatives of IFHC, the United States, and the Association shall be permitted to inspect the modifications made by the Developer in accordance with this Consent Decree to ensure compliance.

³ For purposes of this Decree, all submissions to the United States or its counsel should be submitted by express service to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G St., N.W., Seventh Floor, Washington, D.C. 20006, Attn: DJ# 175-20-108, or by electronic mail to an address to be supplied by the United States, or as otherwise directed by the United States.

(e) The Association agrees to allow the Inspector and representatives of the United States and IFHC access to Riverwalk for the purposes of inspecting the modifications and any corrections thereto.

IV. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

During the term of this Consent Decree, the Developer shall maintain and provide to IFHC and the United States the following information and statements regarding any covered, multifamily dwellings intended to, developed, built, designed, and/or engineered in whole or in part, by it or by any entities in which it or its successors in interest have a position of control as an officer, director, member, or manager, or have a ten percent (10%) or larger ownership share. The Developer shall provide such information to the United States and IFHC thirty (30) days after entry of this Decree, one year after entry of this Decree, and then annually for the remainder of the term of this Decree, except the final report shall be submitted sixty (60) days prior to the expiration of this Decree:

- (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 any site engineer(s) and/or civil engineer(s) who are employed by or retained by the Developer and are involved with the project;
- (d) a statement from all site engineer(s) and/or civil engineer(s) who are employed by or retained by the Developer and are involved with the project, acknowledging and describing his/her knowledge of and training in the requirements of Section 804(f)(3)(C) of the Fair Housing Act and in the field of accessible site design and certifying that he/she has reviewed the civil engineering documents for the project, for

which the Developer is responsible, and that to the best of his or her knowledge, upon reasonable inquiry, the specifications therein fully comply with the requirement of the Fair Housing Act and the HUD Fair Housing Accessibility Guidelines, 24 C.F.R. Part 100 (Mar.6, 1991) and the HUD Supplement to Notice of Fair Housing Accessibility Guidelines, 24 C.F.R. Ch. I (June 28, 1994) (hereinafter “the Guidelines”);

(e) the name, address and telephone number of the architect(s), who are employed by or retained by the Developer and are involved with the project;

(f) a statement from all architect(s), who are employed by or retained by the Developer and are involved with the project, acknowledging and describing his/her knowledge of and training in the requirements of Section 804(f)(3)(C) of the Fair Housing Act and in the field of accessible site design and certifying that he/she has reviewed the architectural plans for the project and that to the best of his or her knowledge after reasonable inquiry, the design specifications therein fully comply with the requirements of the Act and the 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 Developer shall obtain, maintain, and provided to the United States upon request, a statement from the site engineer(s) or architect(s) who are employed by or retained by the Developer and are involved with the project, as applicable, that to the best of their knowledge after reasonable inquiry, all specifications in the revised engineering documents or architectural plans, as pertinent, comply with the requirement of the Fair Housing Act and the Guidelines.

V. EDUCATIONAL PROGRAM

1. Within thirty (30) days of the entry of this Decree, the Developer shall provide a copy of this Decree to all its agents and employees with supervisory responsibility for the design, construction, rental, or sale of covered multifamily dwellings and secure the signed statement from each such agent or employee acknowledging that he or she has received and read the Decree, and had an opportunity to have questions about the Decree answered. This statement shall be substantially in the form of **Appendix D**.

2. During the term of this Decree, within thirty (30) days after the date he or she commences an agency or employment with the Developer, each new agent or employee with supervisory responsibility for the design, construction, rental, or sale of covered multifamily dwellings shall be given a copy of this Decree and be required to sign the statement acknowledging that he or she has received and read the Decree, and had an opportunity to have questions about the Decree answered. This statement shall be substantially in the form of **Appendix D**.

3. The Developer shall also ensure that it and any 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).

VI. PUBLIC NOTICE OF NON-DISCRIMINATION POLICY

1. During the term of this Decree, the Developer shall post and prominently display the federal Fair Housing Poster, as described by 24 C.F.R. §§ 110.15 and 110.25, in the sales or rental offices for all dwellings owned or operated by it, if any, and in any other place in which persons may inquire about renting or purchasing dwellings from it.

2. For the duration of this Consent Decree, in all future advertising in newspapers where the advertisement is more than two square inches, on pamphlets, brochures and other promotional literature, and on any internet website regarding any new covered units that Developer may own, develop, construct or manage, Developer shall place, in a conspicuous location, a statement that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

VII. ADDITIONAL MONITORING REQUIREMENTS

1. For the duration of this Decree, the Developer shall advise counsel for the United States in writing within fifteen (15) days of receipt of any new and initial formal or informal complaint against it, its employees or agents, regarding disability discrimination in housing under the Fair Housing Act. The Developer shall also promptly provide the United States all non-privileged information it may request concerning any such complaint. Within fifteen (15) days of the resolution of any such complaints, the Developer shall advise counsel for the United States of such resolution.

2. For the duration of this Decree, the Developer is required to preserve all records related to this Decree regarding the Riverwalk and all future covered multifamily dwellings to be designed, constructed, owned, operated or acquired by it. Upon reasonable notice to the Developer, representatives of the United States shall be permitted

to inspect and copy any of the Developer's non-privileged records or inspect any covered dwelling or any covered public and common use areas under the Developer's control at reasonable times so as to determine compliance with the Decree.

3. Within one hundred and eighty (180) days after the entry of this Decree, the Developer shall submit an initial report containing: (a) the signed statement verifications of attendance for key persons, who have completed the education program specified in Section V of this Consent Decree; and (b) a list of any retrofits of individual dwelling units at Riverwalk requested or completed pursuant to Section III(B)(2). Thereafter, during the term of this Decree, the Developer shall, one year after its entry and each year thereafter, submit to IFHC and the United States a report containing: (a) the signed statements of new employees verifying that, in accordance with Section V, they have received and read the Decree and had an opportunity to have questions about the Decree answered; and (b) a list of any retrofits of individual dwelling units at Riverwalk requested or completed pursuant to Section III(B)(2) during the reporting period. The final report required by this paragraph shall be submitted sixty (60) days prior to the expiration of this Decree.

VIII. COMPENSATION FOR COMPLAINANTS

The Developer shall pay⁴ monetary compensation to each of the Complainants, as follows:

A. Intermountain Fair Housing Council

⁴ If any of the payments required under this Decree are made after the prescribed time, for whatever reason, such payments shall include interest from the prescribed time of payment, calculated by the formula set forth in 28 U.S.C. § 1961. Payment of such interest shall be in addition to any other remedies available to the United States for delays in payment.

Within one hundred twenty (120) days of the entry of this Decree, the Developer shall pay the Intermountain Fair Housing Council the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8500), conditioned on the IFHC's execution of a release in the form set out at **Appendix E**. The Developer shall send a check for this amount to counsel for the IFHC, and counsel for the IFHC shall forward the signed release to counsel for the Developer.

B. Janice Bolon

Within sixty (60) days of the entry of this Decree, the Developer shall pay Janice Bolon the sum of FIVE THOUSAND DOLLARS (\$5000), conditioned on Ms. Bolon's execution of a release in the form set out at **Appendix E**. The Developer shall send a check for this amount to counsel for the United States. When counsel for the United States receives the release form signed by Ms. Bolon, it will forward the check to Ms. Bolon and the signed release to counsel for the Developer.

IX. CIVIL PENALTY

Within one hundred twenty (120) days of the date of entry of this Decree, the Developer shall pay to the United States a civil penalty of FIVE THOUSAND DOLLARS (\$5000) to vindicate the public interest, pursuant to 42 U.S.C. § 3614(d)(1)(C). This sum shall be paid by submitting to counsel for the United States a check made payable to the "United States of America."

X. DURATION OF DECREE AND TERMINATION OF LEGAL ACTION

1. This Consent Decree shall remain in effect for three (3) years after the date of its entry. The Court shall retain jurisdiction for the duration of this Consent Decree, after which time the case shall be dismissed with prejudice.

2. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by the Developer and/or the Association to perform in a timely manner any act required by this Decree or otherwise to act in conformance with any provision thereof, the IFHC and/or the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

XI. TIME FOR PERFORMANCE

Any time limits for performance imposed by this Consent Decree may be extended by the mutual agreement of the affected parties.

XII. COSTS OF LITIGATION

Each party shall bear its own costs associated with this litigation.

IT IS SO ORDERED:



DATED: March 2, 2011

A handwritten signature in black ink that reads "B. Lynn Winmill". The signature is written in a cursive style and is positioned above a horizontal line.

B. LYNN WINMILL
Chief U.S. District Court Judge

Agreed to by the parties as indicated by the signatures of counsel and others below:

FOR PLAINTIFF UNITED STATES:

Wendy J. Olson
United States Attorney

Thomas E. Perez
Assistant Attorney General

Syrena C. Hargrove
Assistant United States
Attorney

s/ Harvey L. Handley
Steven H. Rosenbaum, Chief
Timothy J. Moran, Deputy Chief
Harvey L. Handley, Trial Attorney
U.S. Department of Justice
Civil Rights Division
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Washington, DC 20530
(202) 514-4756

Date: Feb. 17, 2011

**FOR PLAINTIFF-INTERVENOR INTERMOUNTAIN FAIR HOUSING
COUNCIL:**

s/ Ken Nagy
Ken Nagy, Esq.
P.O. Box 164
Lewiston, Idaho 83501-0164
(208) 301-0126

Date: Feb. 13, 2011

FOR DEFENDANT RIVERWALK CONDOMINIUMS, LLC:

s/ Theresa L. Kitay

Date: Feb. 13, 2011

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s/ Andrew Otero

Date: Feb. 7, 2011

Andrew Otero
President, Riverwalk Condominiums, LLC

FOR RIVERWALK CONDOMINIUM ASSOCIATION, INC.:

s/ Idella Mansfield

Date: Feb. 9, 2011

Idella Mansfield
President, Riverwalk Condominium Association, Inc.
P.O. Box 2041
Post Falls, ID 83877

APPENDIX A

ALLEGED ACCESSIBILITY VIOLATIONS TO BE CORRECTED

A. Alleged Violations Affecting Common and Public Areas

1. Accessible Routes

The Fair Housing Act requires an accessible route from “public streets or sidewalks to accessible building entrances.” *See* Fair Housing Act Accessibility Guidelines, 56 FR 9472, 9505, Req’t 2 (Mar. 6, 1991) (“FHAAG”); ANSI A117.1-1986 (“ANSI”) at 4.3.2(1) (requiring an accessible route from “public streets or sidewalks to the accessible building entrance they serve.”) The United States has alleged that Riverwalk lacks accessible routes in the following respects. The Developer agrees to undertake the retrofits set forth below.

a. The parking lot has an accessible parking space as required by the ANSI standard. However, the striped access aisle is only 57 inches. In addition, the required sign designating the space is not present. The Developer shall restripe the access aisle to bring it into ANSI compliance, and erect the ANSI required signage.

b. The pedestrian route into Riverwalk from Greensferry Road is blocked by a gate with a spring closer, which is currently inoperable. Within sixty (60) days of the entry of this Decree, the Association shall repair or replace the spring closer to a standard operable condition. Upon such repair or replacement, and only in the event of such repair or replacement in a timely manner, and within the time allotted for the corrections in this Appendix, the Developer shall adjust the force required to operate the spring closer as necessary to reduce the opening force to 8.5 lbf. or less.

c. Each of the two buildings at Riverwalk has five separate entry sidewalks leading to units. At Building 304 two of these have depressions about two feet long where the sidewalk crosses a drain pipe, and the running slope at each is approximately 9%. The Developer shall replace or modify these sections of sidewalk so that the running slope does not exceed 5% in any location.

d. The accessible route from four of the units at Building 304 to their mailboxes crosses a curb ramp, creating a cross slope of approximately 12%. The Developer shall remove the existing curb ramp (located at the east end of the storage units under covered parking in front of Building 304) to reduce the cross slope on this route to no more than 2%.

e. There are a total of ten separate sidewalks leading to entries to ground units. Two of these, both at Building 308, contain steps: the entry to Unit 101 has two steps, and the entry to Units 103 and 105 contains a single step. The Developer shall replace or modify these sidewalks so that they do not contain any steps; if the running slope of the replacement sidewalks exceeds 5% at any point, the Developer shall install handrails.

2. Alleged Inaccessible Common Areas

All common areas of a covered multifamily dwelling are required to be accessible. The Developer agrees to undertake the retrofits set forth below:

a. Riverwalk has two types of parking spaces, some uncovered and some protected by carports. There is no marked accessible carport space. The Developer shall add ANSI compliant signage designating two accessible spaces protected by carports.

b. Each unit at Riverwalk has a designated storage unit; the units are located at the end of the carports, at the top of a 6-1/2" curb. If the carports are occupied by cars, there is no accessible route to the storage units. The Developer shall install an additional storage unit in a location on an accessible route, and the Association shall reserve that storage unit for use by residents with mobility impairments.

c. The mailbox kiosks are reached by sidewalks from two directions; one of these sidewalks is only 28" wide at one point, while the other narrows to 25-1/2". The Developer shall modify these two sidewalks so that each is at least 36" wide at every point.

d. The highest row of mailboxes has keyholes 56-1/2" above the ground. The Developer shall lower the mailboxes so that no keyhole is higher than 54" above the ground, or, in the alternative, shall reassign all ground floor units to mailboxes on the lower rows with keyholes no higher than 54".

B. Alleged Violations in Individual Dwelling Units

1. All Ground Floor Units

a. Several units inspected by the HUD investigator had exterior and interior thresholds with an abrupt vertical rise that exceeded 1/4". The Developer shall, on request, bevel all such thresholds so that the maximum abrupt vertical rise is 1/4" or less.

b. Some Riverwalk units inspected by HUD had storage units on their patios with doors that provide less than a nominal 32" wide clear opening. The Developer shall, on request, add shelving to the outdoor patio storage closets so that it is clearly not designed for passage and is usable without entering.

c. Thermostats in all ground floor units are mounted more than 48” above the floor. The Developer shall, on request, lower the thermostat to no more than 48” above the finished floor.

2. Three-bedroom, Two-bathroom Units

The kitchen sink is located in a corner and has fixed cabinets beneath it, which does not permit a parallel approach. The Developer shall, on request, reposition the kitchen sink so that there is a clear floor space at least 30” x 48” centered on the sink, allowing a parallel approach to the sink.

3. Two-bedroom, Two-bathroom Units

The lavatory in the hall bathroom lacks the required 30” x 48” clear floor space for a parallel approach because the center line is 17” from the wall, and lacks the required 30” x 48” clear floor space for a forward approach because of fixed cabinet under lavatory. The Developer shall, on request, replace the vanity with a wall hung lavatory that provides a forward approach to the sink, and , install additional storage above the toilet.

4. Two-bedroom, One-bathroom Units

The lavatory in the bathroom lacks the required 30” x 48” clear floor space for parallel approach because the center line is 17” from the wall, and lacks the required 30” x 48” clear floor space for forward approach because of fixed cabinet under lavatory. The Developer shall, on request, replace the vanity with a wall hung lavatory that provides a forward approach to the sink and, , install additional storage above the toilet.

5. One-bedroom, One-bathroom Units

If the toilet is located less than 16" from the centerline to the side wall, the Developer shall, on request, use an offset flange to move the toilet so that its centerline is as close to 18" from the side wall as possible.

APPENDIX B

**NOTICE TO OWNERS AND RESIDENTS AT RIVERWALK CONCERNING
MODIFICATIONS TO PUBLIC AND COMMON AREAS**

Riverwalk Condominiums, LLC is committed to the principle of equal housing opportunity. The federal Fair Housing Act requires that the public and common use areas at complexes such as Riverwalk Condominiums have certain features of physical accessibility for persons with disabilities.

As a result of recent events, inaccessible aspects of the public and common areas of Riverwalk Condominiums have been brought to our attention. In consultation with your condominium association, Riverwalk Condominium Association, Inc., we have agreed to modify these conditions at our expense. We are sending you this notice to let you know that beginning on _____, 201_, workers 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.

Generally, the workers will modify certain sidewalks, install curb ramps or modify existing ones, and designate accessible parking spaces. They will also be adding or making modifications to mailboxes to make them more accessible persons with disabilities. We apologize for any inconveniences you may experience as a result of this work.

If you have any questions regarding the work to be done, please contact us at [CONTACT INFORMATION FOR DEVELOPER].

APPENDIX C

NOTICE OF AVAILABILITY OF RETROFITS TO OWNERS OF NONCOMPLIANT UNITS AT RIVERWALK CONDOMINIUMS

The federal Fair Housing Act requires that ground floor units in newer multifamily communities have certain features of physical accessibility for persons with disabilities. Your condominium has been identified as one that is covered by the Fair Housing Act's accessibility requirements.

As a result of recent events, certain potential barriers in ground floor condominiums, including the one owned by you, have been brought to our attention. We have, therefore, agreed to modify certain features of your condominium, if you choose, at no expense to you, to make it more accessible to persons with disabilities.

Depending on your unit, the specific modifications that may be available for your home are as follows:

- Lowering threshold
- Lowering thermostats
- Installing shelving in the outdoor storage closet
- Repositioning of the kitchen sink
- Replacing vanity cabinet with a wall hung lavatory to allow for knee space under the bathroom sink
- Relocating the toilet farther from the side wall

(Not all modifications are available for all unit types.)

If you choose to have the available modifications made to your condominium, the scheduling of the retrofits will take into account your preferences and convenience, and,

if applicable, those of your tenants. If it is necessary to vacate the condominium overnight for us to perform the modifications, we will pay you the applicable government per diem rate for food and lodging for the Coeur d'Alene area for the anticipated length of your displacement. Payment will be provided in advance.

In addition, if you choose to have your condominium modified, you will be paid TWO HUNDRED FIFTY DOLLARS (\$250) as payment for inconvenience, in addition to any per diem payment for which you might be eligible.

To be eligible to have these modifications completed in a unit, you must respond to us within seventy-five (75) days of the mailing of this notice. You may respond as follows:

[To be specified by Developer, with the approval of the United States and IFHC]

APPENDIX D

CERTIFICATION OF FAIR HOUSING EDUCATION

On _____, I received a copy of the Consent Decree entered in the case of *United States v. Riverwalk Condominiums, LLC*, Civil Action No. 2:09-cv-418 BLW (D. Idaho). I have had all of my questions concerning the Fair Housing Act and the Consent Decree answered to my satisfaction.

Signature

PRINT NAME:

POSITION:

DATE:

APPENDIX E

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$_____), pursuant to the Consent Decree entered in *United States v. Riverwalk Condominiums, LLC*, United States District Court, District of Idaho, 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 Decree. 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.

Signature

NAME:

ADDRESS:

DATE: _____