

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2:15-cv-01725-MHH
	)	
ALLAN RAPPUHN, ET AL.,	)	
	)	
	)	
Defendants.	)	
_____	)	

**CONSENT ORDER**

**A. INTRODUCTION**

1. The parties entered this Consent Order to resolve the allegations that the United States made in the Complaint it filed on September 30, 2015 to enforce provisions of the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601 - 3619, and the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181 - 12189. Specifically, the United States’ Complaint alleges that the defendants listed in paragraph B have engaged in a pattern or practice of discrimination against persons with disabilities and denied rights to a group of persons because of disability by failing to design and construct the following covered multifamily dwellings (the “Subject Properties”) with the features of accessible and adaptive design and construction required by subsections 804(f)(1), 804(f)(2) and 804(f)(3)(C) of the FHA, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C), and, with the exception of Ivy Pointe II Apartments and Shadowood Apartments, in a manner required by the ADA, 42 U.S.C. § 12183(a)(1):

1. Waterford Farms Apartments, Arab, AL
2. Stony Ridge Apartments, Hogansville, GA
3. Sterling Oaks Apartments, Spindale, NC
4. Pinewood Apartments, Pooler, GA
5. Palladian-Jubilee Apartments, Daphne, AL
6. Cedar Glades Apartments, Shelbyville, TN
7. Stoney Creek Apartments, Laurinburg, NC
8. Palladian-Fairhope Apartments, Fairhope, AL
9. Oakland Mill Apartments, Lincolnnton, NC
10. Heritage Vista Apartments, Milledgeville, GA
11. Sullivan Village Apartments, Tuscumbia, AL
12. Maple Square Apartments, Jefferson, GA
13. Woodlawn Terrace Apartments, Valdosta, GA
14. Powell Place Apartments, Barnesville, GA
15. Skyline Trace Apartments, Monroe, GA
16. Preston Place Apartments, Quitman, GA

17. Mallard Lake Apartments, LaGrange, GA
18. Brentwood Landing II Apartments, Prattville, AL
19. Villas on Forsyth Apartments, Barnesville, GA
20. Village at Wedgewood Apartments, Cairo, GA
21. Sheppard Station Apartments, Pooler, GA
22. Brookstone Village Apartments, Jacksonville, AL
23. Shellbrooke Pointe Apartments, Fairhope, AL
24. Heron Lake II Apartments, Valdosta, GA
25. Palladian II Apartments, Mobile, AL
26. Kirby Creek Apartments, Cairo, GA
27. Hamilton Place Apartments, Millbrook, AL
28. Belle Isle Apartments, Robertsdale, AL
29. Oleander Park Apartments, Mobile, AL
30. Bradbury Apartments, Newton, NC
31. Canebreak Apartments, Wilmington, NC
32. Valley Ridge Apartments, LaGrange, GA
33. The Park at Rocky Ridge Apartments, Birmingham, AL
34. Palladian Apartments, Mobile, AL
35. Heron Lake Apartments, Valdosta, GA
36. Blue Springs Apartments, Jacksonville, NC
37. Brentwood Landing Apartments, Prattville, AL
38. Bailey Springs Apartments, Lincolnton, NC
39. Orchard Park Apartments, Hayneville, AL
40. Lakeshore Crossing Apartments, Huntsville, AL
41. Cherry Ridge Independent Living Apartments, Birmingham, AL
42. Waring II Apartments, Waycross, GA
43. Liberty Square Apartments, Montgomery, AL
44. Lenox Station Apartments, Rockingham, NC
45. Kirkwood Trail Apartments, Cedartown, GA
46. Cottage Hill Pointe Apartments, Mobile, AL
47. Autumn Ridge Apartments, Jacksonville, NC
48. Windcliff Apartments, Gainesville, GA
49. Ivy Pointe II Apartments, Tuscumbia, AL
50. Hickory Run II Apartments, Jacksonville, AL
51. Eagle Pointe Apartments, Madison, AL
52. Double Creek Apartments, Florence, AL
53. Pebble Creek Apartments, Butler, AL
54. Highland Park Senior Village, Douglasville, GA
55. Glencoe Trace Apartments, Griffin, GA
56. Waring Apartments, Waycross, GA
57. Timberfalls Apartments, Thomaston, GA
58. Evergreen Village Apartments, Cedartown, GA
59. Charleston Square Apartments, Troy, AL
60. Americus Gardens Apartments, Americus, GA
61. Alexander Terrace Apartments, Moulton, AL
62. Parkwood Apartments, Pell City, AL
63. Ivy Pointe Apartments, Tuscumbia, AL

64. Hickory Run Apartments, Jacksonville, AL
65. Harbor Square Apartments, Decatur, AL
66. Westfork Apartments, Jasper, AL
67. Hunter Pointe Apartments, Centreville, AL
68. Meadowview Apartments, Greenville, AL
69. Heatherwood Apartments, Alexander City, AL
70. Applegate Apartments, Florence, AL
71. Shadowood Apartments, Stevenson, AL

For purposes of this Consent Order, the United States and the defendants agree that the Subject Properties are subject to the accessible design and construction requirements of the FHA, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C), and, with the exception of Ivy Pointe II Apartments and Shadowood Apartments, the ADA, 42 U.S.C. § 12183(a)(1).

## **B. Defendants**

2. As outlined in Appendix A, Defendants Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Gateway Construction, LLC (a/k/a Gateway Construction Company, LLC); Gateway Properties, L.L.C.; Americus Garden Apartments, LP; Applegate Apartments, LTD; Autumn Ridge, LLC; Bailey Springs Apartments, LP; Blue Springs Apartments, LP; Bradbury Apartments, LP; Brentwood Landing Apartments, LTD; Brookstone Village Apartments, LTD; Canebreak Apartments, LP; Cedar Glades Apartments, LP; Cottage Hill Pointe Apartments, LTD; Eagle Pointe Apartments, LTD; Evergreen Village Investments, LLLP; Glencoe Trace, LP; Harbor Square Apartments, LTD; Heatherwood Apartments, LTD; Heritage Vista Apartments, LP; Heron Lake Apartments, LP; Heron Lake II Apartments, LP; Hickory Run Apartments, LTD; Highland Park Senior Village, LP; Hunter Pointe Apartments, LTD; Ivy Pointe Apartments, LTD; Ivy Pointe II Apartments, LTD; Kirby Creek Apartments, LP; Kirkwood Trail Apartments, LP; Lakeshore Crossing Apartments, LTD; Lenox Station Apartments, LTD; Liberty Square Apartments, LTD; Mallard Lake Apartments, LP; Maple Square Apartments, LP; Meadowview Apartments, LTD; Oakland Mill Apartments, LP; Palladian Apartments, LTD; Fairhope Ridge, LLC; Jubilee Ridge, LLC; Park Hill Apartments, LTD; Pebble Creek Apartments, LTD; Pinewood Village Apartments, LP; Powell Place Apartments, LP; Preston Place Apartments, LP; Shadowood Apartments, LTD; Shellbrooke Pointe Apartments, LTD; Sheppard Station Apartments, LP; Skyline Trace Apartments, LP; Sterling Oaks Apartments, LP; Stoney Creek Apartments, LP; Stony Ridge Apartments; Sullivan Village Apartments, LTD; The Park at Rocky Ridge, LTD; Timberfalls, LLLP; Valley Ridge Apartments, LP; The Village at Wedgewood, LP; Village on Forsyth, LP; Waring, LLLP; Waring II, LP; Westfork Apartments, LTD; Windcliff Apartments, LLC; and Woodlawn Terrace Apartments (hereafter “Defendants”) are associated with the design and construction of the Subject Properties.

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

3. The FHA provides that, for residential buildings with an elevator and 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 who has or develops 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 who has or develops 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 at the Subject Properties must comply with the Accessible Design Requirements.

**D. 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 (“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 rental offices for the Subject Properties, with the exception of Ivy Pointe II Apartments and Shadowood Apartments, were designed and constructed for first occupancy after January 26, 1993, and therefore the rental offices and the facilities and privileges provided at those offices such as public parking are required to be designed and constructed in accordance with the standards promulgated under the ADA.

**E. Relevant Requirements of the Rehabilitation Act of 1973**

9. The Rehabilitation Act of 1973, 29 U.S.C. § 794, 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 newly constructed and substantially altered federally assisted multifamily housing projects must comply with UFAS.

**F. Subject Properties Fully Surveyed by the United States**

**i. Americus-Type Properties Fully Surveyed**

10. “Americus Type Properties” consist of two-level, eight-unit exterior-stairway buildings with one- two- and three- bedroom units, such as the building types at Americus Garden Apartments (see para. 37, below). There are 15 Americus-Type Properties (four of which are properties with both Americus- Type and Applegate-Type buildings and units) that were designed and constructed for first occupancy between 1993 and 2000. The United States has fully surveyed the following four Americus-Type properties: Heatherwood Apartments (constr. 1993); Meadowview Apartments (constr. 1994); Hickory Run Apartments (constr. 1997); Ivy Pointe Apartments (constr. 1997).

**a. Heatherwood Apartments (HA)**

11. HA is located at 1621 Heatherwood Drive, Alexander City, AL. It is an apartment rental property with four two-level eight-unit exterior-stairway buildings and one single-level four-unit building. It has 36 total units, 20 of which are FHA-covered ground-level units. It has a community building with a leasing office, bathroom, and laundry room, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1994. HA was developed using Low-Income Housing Tax Credits and the United States Department of Housing and Urban Development’s HOME Investment Partnership Program (“HOME”) funds.

**b. Meadowview Apartments (MA)**

12. MA is located at 809 Cedar Street, Greenville, AL. It is an apartment rental property with three two-level, eight-unit exterior stairway buildings. It has 24 total units, 12 of which are FHA-covered ground-level units. It has a community building with a leasing office, bathroom, and laundry room, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1994. It was developed using Low-Income Housing Tax Credits and HOME funds.

**c. Hickory Run Apartments (HRA)**

13. HRA is located at 720 Lynn Drive SE, Jacksonville, AL. It is an apartment rental property with two two-level, eight-unit exterior-stairway buildings, three single-level, six-unit buildings, and two single-level, four-unit buildings. HRA is a property with both Americus- Type and Applegate-Type buildings (see para. 15, below, for discussion of Applegate Types). It has 42 total units, 34 of which are FHA-covered ground-level units. It has a community building with a community room, social service room, kitchen, bathrooms, and laundry room, a playground, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1997. It was developed using Low Income Housing Tax Credits and HOME funds.

**d. Ivy Pointe Apartments (IPA)**

14. IPA is located at 400 John Aldridge Drive, Tuscumbia, AL. It is an apartment rental property with four single-level, six-unit buildings and four two-level, eight-unit exterior-stairway buildings. IPA is a property with both Americus-Type and Applegate-Type buildings. It has 56 total units, 40 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, social service room, kitchen, bathrooms, and laundry room, a playground, a pavilion, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1997. It was developed using Low-Income Housing Tax Credits and HOME funds.

**ii. Applegate-Type Properties Fully Surveyed**

15. “Applegate-Type Properties” are properties that consist of single-level, four- and six-unit buildings with one- and two-bedroom units, such as the building and unit types at Applegate Apartments (see para. 17, below). There were 26 Applegate-Type properties (four of which are properties with both Americus-Type and Applegate-Type buildings and units) designed and constructed for first occupancy between 1991 and the present, with two currently under construction. The United States has surveyed the following five Applegate-Type properties: Shadowood Apartments (constr. 1991); Applegate Apartments (constr. 1993); Harbor Square Apartments (constr. 1997); Villas on Forsyth (constr. 2009); and Sullivan Village Apartments (constr. 2011).

**a. Shadowood Apartments (SA)**

16. SA is located at 256 Old Mount Carmel Road, Stevenson, AL. It is an apartment rental property with four single-level, six-unit buildings. It has 24 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathroom, and laundry room, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1991. It was developed using Low-Income Housing Tax Credits.

**b. Applegate Apartments (AA)**

17. AA is located at 162 Rose Drive, Florence, AL. It is an apartment rental property with five single-level, six-unit buildings, one single-level, five-unit building, and a community building with a manager’s unit attached. It has 36 total units, 35 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a picnic pavilion, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1993. AA was developed using Low-Income Housing Tax Credits and HOME funds.

**c. Harbor Square Apartments (HSA)**

18. HSA is located at 3201 Sumac Road SW, Decatur, AL. It is an apartment rental property with nine single-level, six-unit buildings. It has 54 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, social service office, bathrooms, and laundry room, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1997. HSA was developed using Low-Income Housing Tax Credits and HOME funds.

**d. Villas on Forsyth Apartments (VFA)**

19. VFA is located at 101 Virginia Avenue, Barnesville, GA. It is an apartment rental property with seven single-level, six-unit buildings. It has 42 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer lab, exercise room, kitchen, and bathrooms, a horseshoes pit, a shuffleboard court, a picnic pavilion, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2009. It was developed using Low-Income Housing Tax Credits and HOME funds.

**e. Sullivan Village Apartments (SVA)**

20. SVA is located at 104 Carrie Lane, Tuscumbia, AL. It is an apartment rental property with eight single-level, six-unit buildings and two single-level, four-unit buildings. It has 56 total units, all of which are ground-level units. It has a community building with a leasing office, community room, computer room, kitchen, bathrooms, and laundry room, a gazebo, a playground, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2011. It was constructed for first occupancy in 2012. It was developed using Low-Income Housing Tax Credits and HOME funds.

**iii. Blue-Type Properties Fully Surveyed**

21. “Blue-Type Properties” are properties with two-level and three-level, eight-unit breezeway- style buildings with one- two- and three-bedroom units, such as the building and unit types as the Blue Springs Apartments (see para. 64, below). There were 24 Blue-Type properties designed and constructed for first occupancy between 2002 and the present, with four currently under construction. The United States has surveyed the following four Blue-Type properties: Liberty Square Apartments (constr. 2002); The Park at Rocky Ridge Apartments (const. 2004); Lakeshore Crossing Apartments (constr. 2004); Shellbrooke Pointe Apartments (constr. 2007).

**a. Liberty Square Apartments (LSA)**

22. LSA is located at 3899 Liberty Square Drive, Montgomery, AL. It is an apartment rental property with 14 three-level, 12-unit breezeway-style buildings. It has 168 total units, 56 of which are FHA-covered ground-level units. It has a community building with a leasing office, clubroom, conference/computer room, exercise room, work room, kitchen, bathrooms, laundry room, and pool, a playground, sport court, gazebo, car wash, mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2002. It was constructed for first occupancy in 2003. It was developed using Low-Income Housing Tax Credits.

**b. The Park at Rocky Ridge Apartments (PRRA)**

23. PRRA is located at 3400 Chestnut Ridge Lane, Birmingham, AL. It is an apartment rental property with four three-level, 24-unit breezeway-style buildings, two three- level, 28-unit breezeway-style buildings, and one two-and-three level, 16-unit breezeway style building. It has 168 total units, 54 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, computer room, exercise room, workroom, kitchen, bathrooms, laundry room, pool, a playground, a play court, a mail center, and a trash dumpster facility. It was designed

and constructed for first occupancy in 2004. It was developed using Low-Income Housing Tax Credits.

**c. Lakeshore Crossing Apartments (LCA)**

24. LCA is located at 6300 Rime Village Drive NW, Huntsville, AL. It is an apartment rental property with nine two-level, 16-unit breezeway-style buildings and two one-level, eight-unit breezeway-style buildings. It has 160 total units, 80 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, community room, conference/computer room, exercise room, work room, mail room, kitchen, bathrooms, laundry room, and pool, a gazebo, a sport court, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2004. It was developed using Low-Income Housing Tax Credits.

**d. Shellbrooke Pointe Apartments (SPA)**

25. SPA is located at 7684 Twin Beach Road, Fairhope, AL. It is an apartment rental property with 12 two-level, eight-unit breezeway-style buildings. It has 96 total units, 48 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, exercise room, computer lab, workroom, kitchen, bathrooms, laundry room, and pool, a playground, a gazebo, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2007. It was developed using Low-Income Housing Tax Credits.

**iv. Eagle-Type Properties Fully Surveyed**

26. “Eagle-Type Properties” are properties that consist of two-level, eight-unit breezeway-style buildings with two- and three-bedroom units, such as the building and unit types at Eagle Pointe Apartments (see para. 27, below). There was one Eagle-Type property designed and constructed for first occupancy in 2000. The United States has surveyed Eagle Pointe Apartments (constr. 2000).

**Eagle Pointe Apartments (EPA)**

27. EPA is located at 140 Royal Drive, Madison, AL. It is an apartment rental property with six two-level, eight-unit breezeway-style buildings. Other properties referenced in this Complaint have buildings with similar exterior and interior layouts as the EPA buildings, and they are referred to as “Eagle-Type” properties. It has 48 total units, 24 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, computer room, laundry room, bathrooms, and pool, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2000. Eagle Pointe Apartments was developed using Low-Income Housing Tax Credits.

**v. Glencoe-Type Properties Fully Surveyed**

28. “Glencoe-Type Properties” are properties that consist of single-level, four- and six-unit buildings with one- and two-bedroom units, such as the building and unit types at Glencoe Trace Apartments (see para. 29, below). There were two Glencoe-Type properties designed and constructed for first occupancy in 2000. The United States has surveyed Glencoe Trace Apartments.



### **Glencoe Trace Apartments (GTA)**

29. GTA is located at 1624 Hallmark Drive, Griffin, GA. It is an apartment rental property with ten single-level, six-unit buildings, two single-level, four-unit buildings, and one single-level combined four-unit and community building. It has 74 total units, all of which are FHA-covered ground-level units. It has a community building area with a leasing office, community room, kitchen, bathroom, and laundry room, a shuffleboard court, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2000. Glencoe Trace Apartments was developed using Low-Income Housing Tax Credits and HOME funds.

#### **vi. Hamilton-Type Properties Fully Surveyed**

30. “Hamilton-Type Properties” are properties that consist of two-level, 20- 32-unit elevator buildings with one- and two-bedroom units, such as the building and unit types at Hamilton Place Apartments (see para. 31, below). There were five Hamilton-Type properties designed and constructed for first occupancy between 2004 and 2010. The United States has surveyed Hamilton Place Apartments (constr. 2007).

### **Hamilton Place Apartments (HPA)**

31. HPA is located at 111 Todd Trail, Millbrook, AL. It is an apartment rental property with one two-level, 24-unit elevator building and one three-level, 32-unit elevator building. It has 56 total units, all of which are FHA-covered units. It has an office building with a leasing office and bathroom, community rooms, community kitchens and bathrooms, a gazebo, a picnic area, a mail center and trash dumpster facilities. It was designed and constructed for first occupancy in 2007. HPA was developed using Low-Income Housing Tax Credits and HOME funds.

#### **vii. Other Properties Fully Surveyed**

32. In addition to the Property Types discussed above, Palladian Fairhope Apartments was designed and constructed for first occupancy in 2013 and Palladian-Jubilee Apartments is currently under construction. The United States has surveyed Palladian Fairhope Apartments.

### **Palladian Fairhope Apartments (PFA)**

33. PFA is located at 8132 Gayfer Avenue, Fairhope, AL. It is an apartment rental property with fourteen single-level, four-unit buildings and three single-level, two-unit buildings. It has 62 total units, 56 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, multipurpose room, bathrooms, laundry room, and pool. It was designed and constructed for first occupancy in 2013.

34. The Subject Properties identified in paras. 11 – 14, 17 –20, 29, and 31, above, were built with the assistance of the United States Department of Housing and Urban Development’s HOME Program. The HOME Investment Partnership Program provides formula grants to States and certain localities that communities use to fund a wide range of activities including building affordable housing for rent. HUD regulations require developers of new construction of multifamily projects receiving HOME funds to make five percent of the units at the project (but not less than one unit) accessible to individuals with mobility impairments and an additional two

percent of the units (but not less than one unit) accessible to individuals with sensory impairments in accordance with the Uniform Federal Accessibility Standards (UFAS). See Title 24 CFR, part 8, Subpart E, Sections 8.20, 8.22, and 8.32.

35. The United States alleges that the failure of designated UFAS units at the Subject Properties identified in paras. 11 – 14, 17 –20, 29, and 31 to comply with the accessibility requirements of UFAS include, but are not limited to, lack of required accessible signage at unit entries, entry doors with vertical level changes exceeding 1/4"; primary entry doors that lack required clear maneuvering space at the push- or pull-side approaches; lack of 30" x 48" clear floor space with required knee and toe space at lavatory bowls for a forward approach; bathroom sinks without required pipe insulation; medicine cabinets and mirrors mounted too high above the finished floor for use by a person in a wheelchair; bathtubs that lack the required clear floor space because the lavatory is not mounted on the control wall side of the bathtub; bathtubs that lack required permanent seat mounted at head of the tub; grab bars at the bathtub mounted in inaccessible locations; kitchens that lack required work surface with 30" clear wide space for a forward approach; kitchen sinks that lack minimum 30" wide space and required knee and toe space for forward approach; kitchen sinks that lack required pipe insulation; and required emergency visual alarms not provided in bedrooms.

## **G. Properties Not Surveyed by the United States**

### **i. Americus-Type Properties Not Surveyed**

#### **a. Alexander Terrace Apartments (ATA)**

36. Alexander Terrace Apartments (ATA) is located at 1155 Pickens Street, Moulton, AL. It is an apartment rental property with three, two level, eight-unit exterior-stairway buildings. It has 24 total units, 12 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1998. ATA was developed using Low-Income Housing Tax Credits and HOME funds.

#### **b. Americus Garden Apartments (AGA)**

37. AGA is located at 730 South Martin Luther King Jr. Boulevard, Americus, GA. It is an apartment rental property with five two level, eight-unit exterior-stairway buildings and one single-level, four-unit building. AGA has 44 total units, 24 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a playground, a gazebo, trash dumpster facilities, and a mail center. It was designed and constructed for first occupancy in 1998. AGA was developed using Low-Income Housing Tax Credits and HOME funds.

#### **c. Charleston Square Apartments (CSA)**

38. CSA (also known as Deer Run Apartments) is located at 150 West Pike Street, Troy, AL. It is an apartment rental property with five two-level, eight-unit exterior-stairway buildings and one single-level, four-unit building. It has 44 total units, 24 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room,

kitchen, bathrooms, and laundry room, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1999. CSA was developed using Low-Income Housing Tax Credits and HOME funds.

**d. Evergreen Village Apartments (EVA)**

39. Evergreen Village Apartments is located at 110 Evergreen Lane, Cedartown, GA. It is an apartment rental property with seven two-level, eight-unit exterior-stairway buildings. It has 56 total units, 28 of which are FHA-covered ground-level units. It has a community building with a leasing office, social services room, community room, kitchen, bathrooms, and laundry room, a playground, a pavilion, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1999.

**e. Hickory Run II Apartments (HR2A)**

40. HR2A is located at 710 Lynn Drive SE, Jacksonville, AL. It is an apartment rental property with four two-level, eight-unit exterior-stairway buildings and two single-level, four-unit buildings. HR2A is a property with both Americus-Type and Applegate-Type buildings. It has 40 total units, 24 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer room, kitchen, bathrooms, and laundry room, a playground, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2001. It was developed using Low-Income Housing Tax Credits and HOME funds.

**f. Hunter Pointe Apartments (HPA)**

41. HPA is located at 463 Alexander Avenue, Centreville, AL. It is an apartment rental property with three two-level, eight-unit exterior-stairway buildings. It has 24 total units, 12 of which are FHA-covered ground-level units. It has a community building with a leasing office, bathroom, and laundry room, a playground, a mail center, and a trash dumpster facility. It was designed and constructed for first occupancy in 1996. It was developed using Low-Income Housing Tax Credits and HOME funds.

**g. Ivy Pointe II Apartments (IP2A)**

42. IP2A is located at 400 John Aldridge Drive, Tuscumbia, AL. It is an apartment rental property with six two-level, eight-unit exterior-stairway buildings. It has 48 total units, 24 of which are FHA-covered ground-level units. It has a playground, gazebo, and trash dumpster facilities. It was designed and constructed for first occupancy in 2001. It was developed using Low-Income Housing Tax Credits and HOME funds.

**h. Parkwood Apartments (PKA)**

43. PKA is located at 550 Wood Drive, Pell City, AL. It is an apartment rental property with four single-level, six-unit buildings and three two-level, eight-unit exterior-stairway buildings. PKA is a property with both Applegate-Type and Americus-Type buildings. It has 48 total units, 36 of which are FHA-covered ground-level units. It has a community building with a leasing office, community building, social service room, kitchen, bathrooms, and laundry room, a playground, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed

for first occupancy 1997. It was developed using Low-Income Housing Tax Credits and HOME funds.

**i. Pebble Creek Apartments (PCA)**

44. PCA is located at 803 Vanity Fair Avenue, Butler, AL. It is an apartment rental property with three two-level, eight-unit exterior-stairway buildings. It has 24 total units, 12 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathroom, and laundry room, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2000. It was developed using Low- Income Housing Tax Credits and HOME funds.

**j. Timberfalls Apartments (TA)**

45. TA is located at 700 Timberfalls Court, Thomaston, GA. It is an apartment rental property with six two-level, eight-unit exterior-stairway buildings. It has 48 total units, 24 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, social service room, kitchen, bathroom, and laundry room, a gazebo, a playground, a basketball court, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1999. It was developed using HOME funds.

**k. Westfork Apartments (WFA)**

46. WFA is located at 1406 8<sup>th</sup> Street NW, Jasper, AL. It is an apartment rental property with five two-level, eight-unit exterior-stairway buildings. It has 40 total units, 20 of which are FHA-covered ground-level units. It has an office with a leasing office, bathroom, and laundry room, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1996. It was developed using Low-Income Housing Tax Credits and HOME funds.

**ii. Applegate-Type Properties Not Surveyed**

**a. Autumn Ridge Apartments (ARA)**

47. ARA is located at 300 Autumn Ridge Drive, Jacksonville, NC. It is an apartment rental property with eight single-level, six-unit buildings. It has 48 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer room, kitchen, bathrooms, and laundry room, a gazebo, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2002. Autumn Ridge was developed using Low-Income Housing Tax Credits and HOME funds.

**b. Bailey Springs Apartments (BSA)**

48. BSA is located at 940 Bailey Springs, Lincolnton, NC. It is an apartment rental property with four single-level, six-unit buildings, and one single-level four-unit building. It has 28 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a playground, a gazebo, a horseshoes pit, a shuffleboard court, a community garden, a walking trail, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2005. Bailey Springs

was developed using Low-Income Housing Tax Credits and HOME funds.

**c. Belle Isle Apartments (BIA)**

49. BIA is located at 18720 US Highway 90, Robertsedale, AL. It is an apartment rental property two single-level, six-unit buildings, and four single-level four-unit buildings. It has 28 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, business office, bathrooms, and exercise room, a gazebo, a picnic area, a shuffleboard court, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2007. Belle Isle Apartments was developed using Low- Income Housing Tax Credits and HOME funds.

**d. Brookstone Village Apartments (BVA)**

50. BVA is located at 705 Gardner Drive SE, Jacksonville, AL. It is an apartment rental property with seven single-level, six-unit buildings and one single-level, four-unit building. It has 46 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, computer center, bathrooms, and laundry room, a gazebo, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2009. BVA was developed using Low- Income Housing Tax Credits and HOME funds.

**e. Canebreak Apartments (CA)**

51. CA is located at 4901 Amy Drive, Wilmington, NC. It is an apartment rental property with two single-level, six-unit buildings and five single-level, four-unit buildings. It has 32 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, computer lab, bathrooms, and laundry room, a gazebo, a horseshoes pit, a shuffleboard court, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2006. Canebreak Apartments was developed using Low-Income Housing Tax Credits and HOME funds.

**f. Double Creek Apartments (DCA)**

52. DCA is located at 4704 Chisholm Road, Florence, AL. It is an apartment rental property with eight single-level, six-unit buildings. It has 48 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, computer room, laundry room, and bathrooms, a gazebo, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2001. DCA was developed using Low-Income Housing Tax Credits and HOME funds.

**g. Kirkwood Trail Apartments (KTA)**

53. KTA is located at 133 Cason Road, Cedartown, GA. It is an apartment rental property with eight single-level, six-unit buildings and one single-level, four-unit building. It has 52 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a gazebo, a horseshoes pit, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2003. It was developed using Low-Income Housing Tax

Credits and HOME funds.

**h. Lenox Station Apartments (LXSA)**

54. LXSA is located at 510 South Caroline Street, Rockingham, NC. It is an apartment rental property with six single-level, six-unit buildings and one single-level, five-unit building. It has 41 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer lab, kitchen, bathrooms, and laundry room, a playground, a gazebo, a community garden, shuffleboard court, horseshoes pit, mail center, and trash dumpster facilities. It was constructed for first occupancy in 2003. It was developed using Low-Income Housing Tax Credits and HOME funds.

**i. Maple Square Apartments (MSA)**

55. MSA is located at 50 Nelson Drive, Jefferson, GA. It is an apartment rental property with eight single-level, six-unit buildings and two single-level four-unit buildings. It has 56 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer room, kitchen, bathroom, and laundry room, a picnic pavilion, walking trails, and trash dumpster facilities. It was designed and constructed for first occupancy in 2012. It was developed using Low-Income Housing Tax Credits and HOME funds.

**j. Oakland Mill Apartments (OMA)**

56. OMA is located at 440 Salem Church Road, Lincolnton, NC. It is an apartment rental property with seven single-level, six-unit buildings. It has 42 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer center, kitchen, bathrooms, and laundry room, a picnic shelter, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2013. It was developed using Low-Income Housing Tax Credits and HOME funds.

**k. Orchard Park Apartments (OPA)**

57. OPA is located at 629 State Highway 21 South, Hayneville, AL. It is an apartment rental property with one single-level, six-unit building and one single-level four-unit and community-center building. It has ten total units, all of which are FHA-covered ground-level units. It has a community room, bathroom, and laundry room, a gazebo, mail center, and trash dumpster facility. It was designed and constructed for first occupancy in 2004. It was developed using HOME funds.

**l. Pinewood Apartments (PWA)**

58. PWA is located at 755 South Rogers Street, Pooler, GA. It is an apartment rental property under construction with ten single-level, six-unit buildings and one single-level, four-unit building. It has 64 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer lab, kitchen, bathrooms, and laundry room, a picnic pavilion, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2014. It was developed using Low-Income Housing Tax Credits and HOME funds.

**m. Stoney Creek Apartments (SCA)**

59. SCA is located at 321 Plaza Road, Laurinburg, NC. It is an apartment rental property with six single-level, six-unit buildings, and two single-level, four-unit buildings. It has 44 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer room, kitchen, bathrooms, and laundry room, a picnic shelter, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2013. It was developed using Low-Income Housing Tax Credits and HOME funds.

**n. Village at Wedgewood Apartments (VWA)**

60. VWA is located at 307 17<sup>th</sup> Avenue NW, Cairo, GA. It is an apartment rental property with seven single-level, six-unit buildings. It has 42 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer room, exercise room, kitchen, and bathrooms, a picnic pavilion, a horseshoes pit, a shuffleboard court, a community garden, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2009. It was developed using Low Income Housing Tax Credits and HOME funds.

**o. Waring Apartments (WA)**

61. WA is located at 812 East Waring Street, Waycross, GA. It is an apartment rental property with six single-level, six-unit buildings and one single-level, four-unit building. It has 40 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, social service room, kitchen, bathroom, and laundry room, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 1999. It was developed with Low-Income Housing Tax Credits and HOME funds.

**p. Waring II Apartments (W2A)**

62. W2A is located at 812 East Waring Street, Waycross, GA. It is an apartment rental property with four single-level, six-unit buildings and three single-level, four-unit buildings. It has 36 total units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, social service office, kitchen, and bathrooms, a gazebo, a horseshoes pit, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2003. It was developed using Low-Income Housing Tax Credits and HOME funds.

**q. Windcliff Apartments (WCA)**

63. WCA is located at 150 Gabriel Circle, Gainesville, GA. It is an apartment rental property with eight single-level, six-unit buildings and two single-level, four-unit buildings. It has 56 units, all of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a gazebo, a horseshoes pit, a shuffleboard court, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2001. It was developed using Low-Income Housing Tax Credits and HOME funds.

**iii. Blue-Type Properties Not Surveyed**

**a. Blue Springs Apartments (BSA)**

64. BSA is located at 460 McDaniel Drive, Jacksonville, NC. It is an apartment rental property with five two-level, eight-unit breezeway-style buildings. It has 40 total units, 20 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a gazebo, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2005. BSA was developed using Low-Income Housing Tax Credits and HOME funds.

**b. Bradbury Apartments (BBA)**

65. BBA is located at 2901 Old Conover Startown Road, Newton, NC. It is an apartment rental property with five two-level, eight-unit breezeway-style buildings. It has 40 total units, 20 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, business office, kitchen, bathrooms, and laundry room, a gazebo, a playground, a picnic area, a horseshoes pit, a shuffleboard court, walking trails, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2006. BBA was developed using Low-Income Housing Tax Credits and HOME funds.

**c. Brentwood Landing Apartments (BLA)**

66. BLA is located at 597 Covered Bridge Parkway, Prattville, AL. It is an apartment rental property with ten two-level, eight-unit breezeway-style buildings. It has 80 total units, 40 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, workroom, kitchen, laundry room, bathrooms, and pool, a playground, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2005. BLA was developed with Low-Income Housing Tax Credits and HOME funds.

**d. Brentwood Landing II Apartments (BL2A)**

67. BL2A is located at 549 Covered Bridge Parkway, Prattville, AL. It is an apartment rental property with twelve two-level, eight-unit breezeway-style buildings. It has 96 total units, 48 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, exercise room, computer lab, kitchen, laundry room, bathrooms, and pool, a picnic area, a car wash, a gazebo, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2010. BL2A was developed using Low-Income Housing Tax Credits.

**e. Cedar Glades Apartments (CGA)**

68. CGA is located at 500 Cedar Glade Circle, Shelbyville, TN. It is an apartment rental property under construction with two three-level, 20-unit breezeway-style buildings and one three-level, 24-unit breezeway style building. It has 64 total units, 24 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, computer lab, workroom, kitchen, laundry room, bathrooms, and pool, a gazebo, a playground, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2015. CGA was developed using Low-Income Housing tax Credits.



**f. Cottage Hill Pointe Apartments (CHPA)**

69. CHPA is located at 7959 Cottage Hill Road, Mobile, AL. It is an apartment rental property with thirteen three-level, 12-unit breezeway-style buildings. It has 156 total units, 52 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, exercise room, conference/computer room, workroom, kitchen, laundry room, bathrooms, and pool, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2002. CHPA was developed using Low-Income Housing Tax Credits.

**g. Heritage Vista Apartments (HVA)**

70. HVA is located at 3029 Heritage Place, Milledgeville, GA. It is an apartment rental property with eight two-level, eight-unit breezeway-style buildings. It has 64 total units, 32 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, kitchen, computer lab, workroom, bathrooms, laundry room, and pool, a gazebo, a playground, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2013. HVA was developed using Low-Income Housing Tax Credits and HOME funds.

**h. Heron Lake Apartments (HLA)**

71. HLA is located at 1800 Eastwind Road, Valdosta, GA. It is an apartment rental property with 11 two-level, eight-unit breezeway-style buildings. Heron Lake Apartments is a Blue Type property. It has 88 total units, 44 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, exercise room, computer lab, workroom, kitchen, bathrooms, laundry room, and pool, a play court, a playground, a pavilion, a walking path, a mail center, and a trash dumpster facility. It was designed and constructed for first occupancy in 2005. It was constructed for first occupancy in 2005. It was developed using Low-Income Housing Tax Credits and HOME funds.

**i. Heron Lake II Apartments (HL2A)**

72. HL2A is located at 1800 Eastwind Road, Valdosta, GA. It is an apartment rental property with eight two-level, eight-unit breezeway-style buildings. It has 64 total units, 32 of which are FHA-covered ground-level units. It has a community building with a leasing office, computer room, kitchen, and bathrooms, a playground, a picnic pavilion, a volleyball court, a car wash, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2008. It was developed using Low-Income Housing Tax Credits and HOME funds.

**j. Kirby Creek Apartments (KCA)**

73. KCA is located at 104 Joyner Road, Cairo, GA. It is an apartment rental property with seven two-level, eight-unit breezeway-style buildings. It has 56 total units, 28 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a playground, a play court, a playing field, a pavilion, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2007. It was developed using Low-Income Housing Tax

Credits and HOME funds.

**k. Mallard Lake Apartments (MLA)**

74. MLA is located at 120 Old Airport Road, LaGrange, GA. It is an apartment rental property with nine two-level, eight-unit breezeway-style buildings. It has 72 total units, 36 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, exercise room, computer lab, workroom, kitchen, bathrooms, laundry room, and pool, a playground, a picnic pavilion, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2010. It was developed using Low-Income Housing Tax Credits and HOME funds.

**l. Palladian Apartments (PLA)**

75. PLA is located at 2225 Leroy Stevens Road, Mobile, AL. It is an apartment rental property with ten two-level, eight-unit breezeway-style buildings. It has 80 total units, 40 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, computer lab, exercise room, workroom, kitchen, bathrooms, laundry room, and pool, a playground, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2005. It was developed using Low-Income Housing Tax Credits and HOME funds.

**m. Palladian II Apartments (PL2A)**

76. PL2A is located at 2135 Leroy Stevens Drive, Mobile, AL. It is an apartment rental property with four two-level, eight unit breezeway-style buildings. It has 32 total units, 16 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer room, and bathroom, a playground, a gazebo, a basketball court, a picnic area, a mail center, a shuffleboard court, and trash dumpster facilities. It was designed and constructed for first occupancy in 2007. It was developed using Low-Income Housing Tax Credits.

**n. Powell Place Apartments (PPA)**

77. PPA is located at 120 Trojan Way, Barnesville, GA. It is an apartment rental property with eight two-level, eight-unit breezeway-style buildings. It has 64 total units, 32 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer lab, kitchen, bathrooms, and laundry room, a playground, a picnic pavilion, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2011. It was developed using HOME funds.

**o. Preston Place Apartments (PPLA)**

78. PPLA is located at 100 Phillips Drive, Quitman, GA. It is an apartment rental property with five two-level, eight-unit breezeway-style buildings. It has 40 total units, 20 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, exercise room, computer room, library, kitchen, bathrooms, and laundry room, a picnic pavilion, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2010. It was developed using Low-Income Housing Tax Credits.

**p. Skyline Trace Apartments (STA)**

79. STA is located at 600 Ridge Road, Monroe, GA. It is an apartment rental property with eight two-level, eight-unit breezeway-style buildings. It has 64 total units, 32 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, library, computer room, exercise room, kitchen, bathrooms, laundry room, and pool, a cabana, a picnic pavilion, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2010. It was developed using Low-Income Housing Tax Credits.

**q. Sterling Oaks Apartments (SOA)**

80. SOA is located at 114 St. Helena Drive, Spindale, NC. It is an apartment rental property under construction with seven two-level, eight-unit breezeway-style buildings. It has 56 total units, 28 of which are FHA-covered ground-level units. It has a community building with a leasing office, community room, computer center, kitchen, bathrooms, and laundry room, a picnic pavilion, a gazebo, a playground, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2015. It was developed using Low-Income Housing Tax Credits and HOME funds.

**r. Stony Ridge Apartments (SRA)**

81. SRA is located at 108 Lincoln Street, Hogansville, GA. It is an apartment rental property under construction with seven two level, eight unit breezeway-style buildings. It has 56 total units, 28 of which are FHA covered ground floor units. It has a community building with a leasing office, community room, kitchen, bathrooms, and laundry room, a gazebo, a playground, a picnic area, a mail center, and trash dumpster facilities. It was developed using Low-Income Housing Tax Credits and HOME funds.

**s. Valley Ridge Apartments (VRA)**

82. VRA is located at 950 Mooty Bridge Road, LaGrange, GA. It is an apartment rental property with ten two-level, eight-unit breezeway-style buildings. It has 80 total units, 40 of which are FHA-covered ground-level units. It has a clubhouse with a leasing office, clubroom, computer room, exercise room, workroom, kitchen, bathroom, laundry room, and pool, a playground, a basketball court, a sports field, a picnic pavilion, a picnic area, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2005. It was developed using Low-Income Housing Tax Credits.

**t. Waterford Farms Apartments (WFA)**

83. WFA is located at 644 Cullman Road, Arab, AL. It is an apartment rental property under construction with three two-level, 16-unit breezeway-style buildings. It has 48 total units, 24 of which are ground-level units. It has a clubhouse with a leasing office, clubroom, workroom, computer center, exercise room, kitchen, bathrooms, laundry room, and pool, a playground, a bus stop, a picnic center, a mail center, and trash dumpster facilities. It is planned for first occupancy in 2015. It is being developed using Low-Income Housing Tax Credits and HOME funds.

**iv. Glencoe-Type Properties Not Surveyed Highland Park Senior Village (HPSV)**

84. HPSV is located at 6785 Selman Drive, Douglasville, GA. It is an apartment rental property with two single-level, four-unit buildings, one single-level, six-unit building, three two-level, 12-unit breezeway-style buildings, and one single-level, combined community and four-unit building. It has 50 total units, 36 of which are FHA-covered ground-level units. It has a community room, community kitchen and bathrooms, and laundry room, a gazebo, a horseshoes pit, a shuffleboard court, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2000. It was developed using Low-Income Housing Tax Credits and HOME funds.

**v. Hamilton-Type Properties Not Surveyed**

**a. Cherry Ridge Independent Living Apartments (CRILA)**

85. CRILA is located at 1100 Jeff Germany Parkway, Birmingham, AL. It is an apartment rental property with one three-level, 30-unit elevator building and one three-level, 26-unit elevator building. It has 56 total units, all of which are FHA-covered units. It has a community room, a kitchen, an office building with a leasing office, bathrooms, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2004. CRILA was developed using Low-Income Housing Tax Credits and HOME funds.

**b. Oleander Park Apartments (OPA)**

86. OPA is located at 7646 Cottage Hill Road, Mobile, AL. It is an apartment rental property with one 30-unit elevator building and one 26-unit and community-center elevator building. It has 56 total units, all of which are FHA-covered units. It has a community space with bathrooms and a kitchen, a gazebo, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2006. It was developed using Low-Income Housing Tax Credits and HOME funds.

**c. Sheppard Station Apartments (SSA)**

87. SSA is located at 215 Brighton Woods Drive, Pooler, GA. It is an apartment rental property with two three-level, 30-unit elevator buildings and one single-level, five-unit building. It has 65 total units, all of which are FHA-covered units. It has a community building with a leasing office, community room, computer lab, exercise room, kitchen, and bathrooms, a picnic pavilion, a picnic area, a shuffleboard court, a horseshoes pit, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2009. It was developed using Low-Income Housing Tax Credits and HOME funds.

**d. Woodlawn Terrace Apartments (WTA)**

88. WTA is located at 1211 North Forrest Street, Valdosta, GA. It is an apartment rental property with two two-level, 30-unit elevator buildings. It has 60 total units, all of which are FHA-covered units. It has a community building with a leasing office, community room, computer lab, library, kitchen, and bathrooms, a gazebo, shuffleboard courts, a community garden, a mail center, and trash dumpster facilities. It was designed and constructed for first occupancy in 2011. It was constructed for first occupancy in 2011. It was developed using Low-Income Housing Tax Credits.

**vi. Other Properties Not Surveyed**

**Palladian-Jubilee Apartments (PJA)**

89. Palladian-Jubilee Apartments is located at 1701 County Road 64, Daphne, AL, is an apartment rental property with 23 single-level, four-unit buildings and seven single-level, two-unit buildings containing one- and two-story units. It has 114 total units, with 58 one-story two bedroom FHA-covered ground floor units and 34 two-story three bedroom units. It has a clubhouse with a leasing office, community room, exercise room, conference room, kitchen, bathrooms, and pool. It was designed and constructed for first occupancy in 2014.

**H. Consent of the Parties to this Order**

90. 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.

91. 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 a trial.

92. The Defendants deny that they violated the FHA, ADA, or any other federal, state, or local statute or regulation that prohibits discrimination. The Defendants also deny any and all allegations made by the United States in the Complaint and this Consent Order. Defendants agree to the terms of this Consent Order resolving this action filed by the United States solely to avoid the time and significant cost of litigation. Nothing herein shall be construed as a finding of any noncompliance with the FHA, ADA, UFAS, or any other federal, state, or local statute or regulation. The terms of this Consent Order, upon the effectiveness hereof, are intended to fully resolve all allegations of the United States made herein and under the Complaint.

93. 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:

**I. GENERAL INJUNCTION**

94. 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).

95. 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, to the extent practical, access to unit interiors at the Subject Properties, that they

own and operate for the purpose of planning, evaluating, and performing any action required under this Order to retrofit elements in the public and common use areas and the unit interiors as required herein. Defendants do not currently own or operate the following properties: Alexander Terrace Apartments, Belle Isle Apartments, Brentwood Landing II Apartments, Charleston Square Apartments, Cherry Ridge Independent Living Apartments, Double Creek Apartments, Hamilton Place Apartments, Hickory Run II Apartments, Oleander Park Apartments, Orchard Park Apartments, Palladian-Fairhope Apartments, and Waterford Farms Apartments (“Third Party Properties”). Defendants will make their best effort to secure access to the public and common use areas and unit interiors of the Third Party Properties for the purpose of planning, evaluating, and performing any action required under this Order to retrofit elements in the public and common use areas and the unit interiors as required herein. To that end, the Defendants will present to the owners of the Third Party Properties an agreement in a form similar to Appendix AA. If an owner of a Third Party Property refuses to allow Defendants access to a Third Party Property, the United States may seek an order from the Court requiring the owner to allow such access. Defendants agree to fully cooperate with the United States in this process.

## **II. RETROFITS AT FULLY SURVEYED SUBJECT PROPERTIES**

96. The United States, as set forth herein and in its Complaint, alleges that the Subject Properties identified in paras. 10-33 (hereafter “the Fully Surveyed Subject Properties”) do not meet the accessibility requirements of the FHA, the Fair Housing Accessibility Guidelines (“FHA Guidelines”) (56 Fed. Reg. 9472 et seq. (1991)), the ADA, and the ADA Standards. To address the United States’ allegations, Defendants shall complete the actions and retrofits described in this section and in Appendices B.1 – S.1, Appendices B.2 – S.2, Appendices B.3 – S.3, and in accordance with the Route and Inspection General Protocol, the Interior Retrofit Inspection Protocol separately agreed to by the United States and Defendants. Defendants further agree to complete actions and retrofits necessary to bring units out of the alleged noncompliance with UFAS, where applicable, as set forth in this Order. The United States agrees that if the Defendants complete the actions and retrofits described herein, that the Fully Surveyed Subject Properties shall be deemed compliant with the FHA, the Fair Housing Accessibility Guidelines (“FHA Guidelines”) (56 Fed. Reg. 9472 et seq. (1991)), the ADA, the ADA Standards, and UFAS. The financial responsibility for effecting any and all retrofits required under this Consent Order to the Fully Surveyed Subject Properties, and the cost of surveys and inspections associated therewith, shall, in the first instance be solely that of the owner of the Fully Surveyed Subject Property and no other direct owner of a Subject Property shall have liability or obligation for the cost or expense of retrofits at any other Subject Property; provided that the foregoing shall not be deemed to release Defendants Allan Rappuhn, Gateway Construction Corporation and Gateway Properties, LLC, from performing surveys, inspections, retrofits, or any other obligations under this Consent Order.

### **A. General Retrofits to Accessible Routes at Fully Surveyed Subject Properties**

97. As soon as reasonably possible, but by no later than thirty (30) months from the entry of this Consent Order, Defendants will complete the retrofits to the Accessible Routes identified in Appendices B.1- S.1 compliant with the FHA and FHA Guidelines, and where applicable, the ADA and ADA Standards, in accordance with the Route and Inspection General Protocol.

### **B. Specific Retrofits to the Public and Common Use Areas at Fully Surveyed Subject Properties**

98. As soon as reasonably possible, but by no later than thirty (30) months from the entry of this Order, Defendants will complete retrofits to the public and common use areas listed in Appendices B.2-S.2, to bring the public and common use areas into compliance with the FHA and FHA Guidelines, and where applicable, the ADA and ADA Standards.

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

99. As soon as reasonably possible, but by no later than thirty (30) months from the entry of this Order, Defendants shall complete all retrofits as described in Appendices B.3 – S.3 and in the Interior Retrofit Inspection Protocol (“Interior Inspection Protocol”) separately agreed to by the United States and Defendants 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.

100. Within forty-five (45) days from the date of the entry of this Order, Defendants will provide a notice that is substantially equivalent to Appendix T to residents of the covered dwelling units at the Fully Surveyed Subject Properties. The notice will inform residents in covered dwelling units that (1) the United States alleges that the covered dwelling unit and public and common use areas do not meet the requirements of the FHA and the FHA Guidelines, and that to resolve these allegations, Defendants have agreed to perform certain retrofits to the covered dwelling units; (2) the covered dwelling unit must be retrofitted within thirty (30) months of the date of the entry of the Consent Order; (3) the Defendants will provide resident with a schedule of when the retrofits will be performed; (4) the retrofits will be performed at no cost to the resident; and (5) if temporary relocation for more than twenty-four (24) hours consecutively is required as deemed by the Defendants, the Defendants will pay the resident the equivalent to the U.S. General Services Administration rate for temporary relocation expenses incurred by the resident, as required by Section IV of this Order, infra.

101. If a resident desires to have the retrofits completed to the interior of his/her covered dwelling unit before the retrofits are scheduled to be performed by Defendants, he or she may request the retrofits in writing, 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. 154 below, of this Consent Order.

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

102. Defendants shall endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Consent Order to covered multifamily dwelling unit interiors at the Fully Surveyed Subject Properties and do not anticipate the need for a resident to relocate from his/her unit to complete retrofits.

103. However, if the Defendants determine that retrofits to a covered dwelling unit require the resident’s temporary absence from such unit for more than twenty-four (24) hours consecutively, the Defendants shall 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 the resident's absence from the unit caused by performing the retrofits. Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident or owner may use the money to obtain alternative living accommodations and obtain food while absent from the unit.

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

104. Within thirty (30) days of the date of entry of this Consent Order, the Defendants shall provide written notice to all residents at the Fully Surveyed Subject Properties stating that the retrofits required by this Consent Order will be performed to the public and common use areas of the Fully Surveyed Subject Properties, which include unit entrances and accessible routes. Such notice shall conform to Appendix Y. 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.

#### **V. SURVEYING OF NON-SURVEYED SUBJECT PROPERTIES**

105. Defendants agree to take the following actions with regard to the surveying of the Non-Surveyed Subject Properties identified in paras. 36-89 above:

- a. Within ninety (90) days of the entry of the Order, Defendants shall contract with one or more qualified professionals, hereinafter the "Properties Surveyors," approved by the United States, to conduct an on-site survey in accordance with this Section, and specifically the next paragraph, at each of the Non-Surveyed Subject Properties to identify alleged violations, if any, of the Fair Housing Act, the ADA, and UFAS, where applicable. The Properties Surveyors will have expertise in the Accessible Design Requirements of the FHA and the accessibility requirements of the Guidelines, the ADA, the ADA Standards, ANSI A117.1- 1986, UFAS, and the Site Analysis Test in the HUD Design Manual, and UFAS.
- b. All surveys are to be completed within one (1) year of the date of the entry of this Consent Order.<sup>1</sup>
- c. The surveys are to be conducted in accord with a written protocol separately agreed to by Defendants and the United States, which shall be provided to the Properties Surveyor(s).

106. The Properties Surveyor(s) will prepare a written Property Survey Report for each Non-Surveyed Subject Property. Each Property Survey Report will comply with the following Provisions:

- a. The Property Survey Report will specify the scope and methodology of the survey.
- b. The Property Survey Report will set forth the elements which the Surveyor identifies, based upon the separately agreed upon Interior Retrofit Protocol and Remediation Protocol, which are not in compliance with the FHA, ANSI A117.1-

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<sup>1</sup> Defendants shall give the United States written notice of the survey at least twenty-one (21) days prior to each survey and shall give the United States an opportunity to have its representatives present for each survey.



- 1986, or another HUD-recognized safe harbor used in its entirety, and the ADA Standards and UFAS, where applicable.
- c. The Properties Surveyors will take digital photographs of the measurements taken of the elements the Surveyor identifies, based upon the Interior Retrofit Protocol and Remediation Protocol, which are not in compliance with the FHA, ANSI A117.1-1986, or another HUD-recognized safe harbor used in its entirety, and the ADA Standards and UFAS, where applicable. These photographs shall be included in the report and made a part of each Property Survey Report and made available in electronic digital form as an appendix to the Property Survey Report.
  - d. The Property Survey Report will set forth whether the elements the Surveyor identifies, based upon the Interior Retrofit Protocol and Remediation Protocol, which do not satisfy the requirements of the FHA, ANSI A117.1-1986, or another HUD-recognized safe harbor used in its entirety, and the ADA Standards and UFAS, where applicable, are in compliance with FHA, ANSI A117.1-1986, or another HUD-recognized safe harbor used in its entirety, and the ADA Standards and UFAS, where applicable. No such identification by the Properties Surveyor shall be deemed to be a finding of noncompliance with applicable accessibility provisions for any purpose other than to effectuate the terms of this Consent Order.
  - e. The Properties Surveyor will send the Property Survey Report of each Non-Surveyed Subject Property to counsel for the United States and Defendants as soon as practicable following each survey, but in any event no later than sixty (60) days after the date of the survey.
  - f. Neither the United States nor the Defendants shall disclose the Property Survey Reports to any other person except Defendants may disclose to their respective lenders, owners, contractors who make the retrofits, or as specifically required by Court order, and that the United States may disclose the Property Survey Reports to any agent or consultant retained by the United States.

107. Nothing in the Properties Surveyor's findings or reports shall be construed as an admission of wrongdoing or liability on the part of the Defendants or a finding of any noncompliance with the FHA, ADA, UFAS, or any other federal, state, or local statute or regulation.

## **VI. RETROFITS AT NON-SURVEYED SUBJECT PROPERTIES**

108. For each Non-Surveyed Subject Property at which a Properties Surveyor has identified elements, based upon the Interior Retrofit Protocol and Remediation Protocol, that are deemed, under the terms of this Consent Order, not in compliance with the FHA, ANSI A117.1-1986, or another HUD-recognized safe harbor used in its entirety, and the ADA Standards and UFAS, where applicable, the provisions in Sections VII-X shall apply. The financial responsibility for effecting any and all retrofits required under this Consent Order to the Non-Surveyed Subject Properties, and the cost of surveys and inspections associated therewith, shall, in the first instance be solely that of the owner of the Non-Surveyed Subject Property and no other direct owner of a Subject Property shall have liability or obligation for the cost or expense of retrofits at any other Subject Property; provided that the foregoing shall not be deemed to release Defendants Allan Rappuhn, Gateway Construction Corporation and Gateway Properties, LLC, from performing surveys, inspections, retrofits, or any other obligations under this Order.

### **A. Access to Non-Surveyed Subject Properties**

109. Where a Non-Surveyed Subject Property is owned by a Defendant or an entity related or affiliated to a Defendant, Defendants agree to allow access to the public and common use areas of the Non-Surveyed Subject Property and access to the Non-Surveyed Subject Property covered multifamily dwelling unit interiors, for the purpose of performing any retrofitting required under this Consent Order and for the purpose of interviewing or meeting with residents at an Non-Surveyed Subject Property to aid in the implementation or completion of this Consent Order.

110. Where a Non-Surveyed Subject Property is not owned by a Defendant or an entity related or affiliated to a Defendant, Defendants, shall use good faith efforts to obtain consent to access the public and common use areas of the Non-Surveyed Subject Property and access to the Non-Surveyed Subject Property covered multifamily dwelling unit interiors, for the purpose of preparing a written Property Survey Report and performing any retrofitting required under this Consent Order and for the purpose of interviewing or meeting with residents at an Non-Surveyed Subject Property to aid in the implementation or completion of this Consent Order.

**B. Agreement on Retrofits at Non-Surveyed Subject Properties**

111. The United States and the Defendants shall, within ninety (90) days of receiving the Initial Property Survey Report, provide a list of objections to the Initial Property Survey Report to the Properties Surveyor. If both parties fail to provide notice of objections to the Initial Property Survey Report, the Initial Property Survey Report will be deemed accepted by all Parties and will become the Final Property Survey Report and the Defendants need only retrofit the elements included in the Final Property Survey Report. If either party or both parties provide notice of objections, the Properties Surveyor shall respond with a Final Property Survey Report within thirty (30) days. The parties agree to abide by the conclusions of the Properties Surveyor in the Final Property Survey Report.

**C. General Retrofits to Accessible Routes at Non-Surveyed Subject Properties**

112. No later than thirty-six (36) months from date of the applicable Final Property Survey Report on retrofits to the accessible routes at each Non-Surveyed Subject Property as set forth in para. 111, Defendants will complete the agreed retrofits of the accessible routes at that Non-Surveyed Subject Property.

**D. Retrofits to Public and Common Use Areas of Non-Surveyed Subject Properties**

113. No later than thirty-six (36) months from date of the applicable Final Property Survey Report on retrofits to public and common use areas at each Non-Surveyed Subject Property as set forth in para. 111, above, Defendants will complete the agreed retrofits of the public and common use area of that Non-Surveyed Subject Property.

**E. Retrofits to Covered Multifamily Dwelling Unit Interiors at Non-Surveyed Subject Properties**

114. No later than thirty-six (36) months from the date of the applicable Final Property Survey Report on retrofits to covered multifamily dwelling unit interiors of a Non-Surveyed Subject Property as set forth in para. 111, above, Defendants shall finish all agreed retrofits to the covered multifamily dwelling unit interiors at the Non-Surveyed Subject Property.

115. Within thirty (30) days from the date of the applicable Final Property Survey Report, Defendants shall provide a notice that is substantially equivalent to Appendix T to the residents in covered multifamily dwelling units at the Non-Surveyed Subject Property. The notice shall inform Non-Surveyed Subject Property residents that (1) to settle the United States' allegations, Defendants have agreed to perform certain retrofits to the ground-floor covered units; (2) the unit must be retrofitted within three (3) years; (3) the Defendants will provide resident with a schedule of when the retrofits will be performed; (4) the retrofits will be performed at no cost to the resident; and (5) if temporary relocation for more than twenty-four (24) hours consecutively is required as deemed by the Defendants, the Defendants will pay the resident the equivalent to the U.S. General Services Administration rate for temporary relocation expenses incurred by the resident, as required by Section VIII of this Order, *infra*.

116. If a resident of a Non-Surveyed Subject Property desires to have the retrofits completed to the interior of his/her covered dwelling unit before the retrofits are scheduled to be performed by Defendants, he or she may request the retrofits in writing, 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 ninety (90) days from date of the request, with such deadline being subject to para. 154, below, of this Consent Order.

117. The United States agrees that if the Defendants complete the actions and retrofits described herein, the Non-Surveyed Subject Properties are deemed compliant with the FHA, the Fair Housing Accessibility Guidelines ("FHA Guidelines") (56 Fed. Reg. 9472 et seq. (1991)), the ADA, the ADA Standards, and UFAS.

**VII. INCONVENIENCE AND OVERNIGHT STAYS FOR RETROFITTING  
COVERED MULTIFAMILY DWELLING UNIT INTERIORS  
AT NON-SURVEYED SUBJECT PROPERTIES**

118. Defendants shall endeavor to minimize inconvenience to residents in scheduling and performing retrofits required by this Consent Order to covered multifamily dwelling unit interiors at the Non-Surveyed Subject Properties and do not anticipate the need for a resident to relocate from his/her unit to complete retrofits.

119. However, if the Defendants determine that retrofits to a covered dwelling unit require the resident's temporary absence from such unit for more than twenty-four (24) hours consecutively, the Defendants shall 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 the resident's absence from the unit caused by performing the retrofits. Such payment shall be made prior to the commencement of any retrofit work on the resident's unit, so that the resident or owner may use the money to obtain alternative living accommodations and obtain food while absent from the unit.

**VIII. NOTICE OF RETROFITS TO PUBLIC AND COMMON USE AREAS AT NON-SURVEYED SUBJECT PROPERTIES**

120. Within thirty (30) days from date of the applicable Final Property Survey Report, the Defendants shall provide written notice to all residents at each Non-Surveyed Subject Property stating that the retrofits required by this Consent Order will be performed to the public and

common use areas of the Non-Surveyed Subject Property, which include unit entrances and accessible routes. Such notice shall conform to Appendix Y. 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.

## **IX. NEUTRAL INSPECTOR AT FULLY SURVEYED AND AT NON-SURVEYED SUBJECT PROPERTIES**

### **A. Neutral Inspector for Fully Surveyed Properties**

121. 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 Order to determine whether the retrofits have been completed in accord with the specifications in this Order’s Appendices B.1 –R.3, the Interior Retrofit Protocol, Remediation Protocol, and the Route and General 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, ANSI A117.1-1986, and UFAS.

122. An inspection of a Fully Surveyed Subject Property will take place within forty-five (45) days of the completion of all of the retrofits to the covered multifamily dwelling 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.

123. The inspections of Accessible Pedestrian Routes, Public and Common Use Areas and dwelling units will be conducted by the Inspector in accordance 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 Inspection Protocol separately agreed to by Defendants and the United States which will be provided to the Inspector. The inspections of the dwelling units will also be conducted by the Inspector in accordance with the written Interior Inspection Protocol separately agreed to by Defendants and the United States which will be provided to the Inspector.

124. The Inspector will set out the results of each inspection of the Fully Surveyed 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 Inspection Protocol or the Route Inspection Protocol that apply to the Fully Surveyed Subject Property, Defendants who were involved in the design and construction of that specific Fully Surveyed Subject Property, as set forth above, will correct any deficiencies within 60 days and will pay for another inspection by the same Inspector to certify such deficiencies have been corrected. This process will continue until the Inspector certifies that all the retrofits required under this Order have been made. Defendants involved in the design and construction of 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 or the third-party inspection reports provided for in this Order, to ensure compliance; provided, however, that the United States will endeavor to minimize any inconvenience caused by such inspections.

#### **B. Neutral Inspector At Non-Surveyed Subject Properties**

125. Defendants involved in the design and construction of a Non-Surveyed Subject Property shall enter into a contract with one or more neutral inspector(s) approved by the United States (“Non-Surveyed Properties Inspector”) to conduct on-site inspections of the retrofits at the Non-Surveyed Properties that have been performed under this Consent Order to determine whether the retrofits have been completed in accord with the specifications in this Consent Order and the Interior Retrofit Inspection Protocol and Remediation Protocol. The Non-Surveyed Properties Inspector shall have expertise in the Accessible Design Requirements of the FHA and the accessibility and adaptability requirements of the Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS.

126. An inspection of a Non-Surveyed Subject Property shall take place within forty-five (45) days of the completion of all of the retrofits to covered multifamily dwelling unit interiors and the public and common use areas at that Non-Surveyed Subject Properties, or as soon thereafter as practicable for each. Defendants shall give the United States at least three (3) weeks’ notice of the inspection and shall give the United States an opportunity to have its representatives present for the inspection.

127. The Non-Surveyed Properties Inspector shall set out the results of each inspection of the Non-Surveyed Subject Property, including deficits if any, in writing and shall send that report to counsel for Defendants and counsel for the United States. If the inspection indicates that not all of the required retrofits agreed upon by the parties have been made at the Non-Surveyed Subject Property, Defendants who were involved in the design and construction of that Non-Surveyed Subject Property shall correct any deficiencies within 60 days, and Defendants shall pay for another inspection by the same Non-Surveyed Properties Inspector to certify that the deficiencies have been corrected. This process shall continue until the Non-Surveyed Properties Inspector certifies that all the necessary retrofits have been made at each Non-Surveyed Subject Property. Defendants shall pay all the Non-Surveyed Properties Inspector’s reasonable costs associated with these inspections of the Non-Surveyed Subject Property, and such payments shall be made without regard to the Non-Surveyed Properties Inspector’s findings. Upon reasonable notice to Defendants, representatives of the United States shall be permitted to inspect the retrofits made by Defendants in accordance with this Consent Order and the Non-Surveyed Properties Inspector’s inspection reports provided for in this Consent Order, to ensure compliance; provided, however, that the United States shall endeavor to minimize any inconvenience caused by such inspections.

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

128. The sale, foreclosure, or any other transfer of ownership, in whole or in part, whether voluntary or involuntary, of any of the Subject Properties (i.e., Fully Surveyed Subject Properties as well as Non-Surveyed Subject Properties) shall not affect Defendants’ continuing obligation to retrofit any Fully Surveyed Subject Property or Non-Surveyed Subject Property as specified in this Order. Should a Defendant sell or transfer ownership of any Fully Surveyed Subject Property or Non-Surveyed Subject Property, in whole or in part, or any portion thereof,

prior to the completion of the retrofits specified in Sections III and Section VI 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.

## **XI. NO RAISING RENT PRICES**

128. Defendants with an ownership or management interest in a Fully Surveyed Subject Property or a Non-Surveyed Subject Property, 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 Fully Surveyed Subject Property or Non-Surveyed Subject Property inconsistent with past practice and solely because of contemplated or completed retrofits in a dwelling unit.

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

129. During the term of this Order, Defendant Allan Rappuhn will maintain the following information and statements regarding multifamily dwellings with buildings containing four or more dwelling units currently under construction which are 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 they have a position of control by virtue of being a general partner, limited liability company manager, trustee, executive officer or constituting one-third or more of the directorate, or owner or holder beneficially of more than 25% of the capital accounts in the case of pass-through entities or voting power in the case of capital stock, whether directly or indirectly through a chain of such relationships, 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. prior to commencement of construction or promptly thereafter, a statement from the civil engineer(s) involved with the property acknowledging and describing his/her knowledge of and training in the requirements of the Fair Housing Act and the ADA 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 comply, in a manner consistent with then prevailing professional practice, with the applicable requirements of the Fair Housing Act, the FHA Guidelines, the ADA, the ADA Standards, and ANSI A117.1- 1986;
- e. The name, address and telephone number of the architect(s) involved with the property;
- f. Prior to commencement of construction, a statement from all architect(s) involved with the property, acknowledging and describing his/her knowledge of and training in the Accessible Design Requirements of the FHA, 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 comply, in a manner consistent with then prevailing professional practice, with the applicable requirements of the Act, the FHA Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS, where applicable.

- g. If the engineering documents or architectural plans are revised, and the revisions are likely to have a material impact on the accessibility of the dwellings or property, the related Defendant will obtain, maintain, and provide to the United States upon request, an updated statement from the civil engineer(s) or architect(s) making such revisions that such revisions to the engineering documents or architectural plans, as pertinent, comply, in a manner consistent with the prevailing professional practice, with the applicable requirements of the FHA, the FHA Guidelines, the ADA, the ADA Standards, ANSI A117.1-1986, and UFAS where applicable.

130. Each applicable Defendant will take all actions to make the construction of any future construction within the meaning of para. 129, above, compliant with applicable requirements of the FHA, the FHA Guidelines, the ADA, and the ADA Standards. During the term of this Order, upon reasonable notice, the United States will be permitted full access, to the extent within the control of the defendants, to such properties to inspect for compliance with applicable requirements of the FHA, FHA Guidelines, ADA, ADA Standards, and UFAS, where applicable.

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

131. Within sixty (60) days after the date of this Consent Order, Defendants shall deposit in an interest-bearing account the total sum of **THREE HUNDRED THOUSAND DOLLARS and 00/100 (\$300,000.00)** 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,” and shall be for the purpose of compensating any aggrieved persons who may have suffered as a result of the alleged discriminatory housing practices by Defendants. The funds deposited into the “Settlement Fund” shall be deemed to have been paid by Gateway Construction, LLC (a/k/a Gateway Construction Company, LLC).

132. If a Subject Property is located in a community with a newspaper of general circulation, within sixty (60) days of the entry of this Consent Order, Defendants shall publish the Notice to Potential Victims of Alleged Housing Discrimination (“Notice”) at Appendix U informing readers of the availability of compensatory funds. 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, Defendants shall provide a copy of the Notice to counsel for the United States within thirty (30) days after the final publication.

133. Within sixty (60) days of the entry of this Order, Defendants shall send a copy of the Notice to each of the organizations listed in Appendix Z.

134. 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 tenant at the Subject Properties, for whom they have records. For past tenants, 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 tenant at the time the former tenant moved out. Within seven (7) months of entry of this Order, Defendants shall provide to counsel for the United States an affidavit attesting to the fact that the Notices have been sent.

135. Allegedly aggrieved persons shall have twelve (12) months from the date of the entry of this Order to contact the United States. 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. The determinations of the appropriate amount of damages shall total no more than **THREE HUNDRED THOUSAND DOLLARS and 00/100 (\$300,000.00)**, and the interest accrued on that amount after deposit into an account as set forth in para. 131, above. The United States will inform Defendants, in writing, of its determinations, together with a copy of a sworn declaration from each alleged aggrieved person setting forth the factual basis of the claim, the amount that the United States has determined Defendants should pay to each alleged aggrieved person, and a completed W-9 from each alleged aggrieved person. The United States shall seek approval from the Court to distribute such funds. Within thirty (30) days after notice of Court approval, Defendants shall deliver to the United States checks payable to the alleged aggrieved persons in the amounts designated 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 of **THREE HUNDRED THOUSAND DOLLARS and 00/100 (\$300,000.00)** plus any accrued interest. No allegedly aggrieved person shall be paid until he/she has executed and delivered to counsel for the United States the release at Appendix V.

136. After the satisfaction of paras. 131-135, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in Alabama, Georgia, and North Carolina, with an emphasis on the protection of the rights of persons of with disabilities. Before selecting the qualified organization(s), the 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 and the Defendants may request modification of the proposal before approving the organization(s). The parties shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s).

137. The Defendants shall also require that the qualified organization(s) receiving funds submit to the 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.

138. 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.

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



#### XIV. CIVIL PENALTY

140. Within fifteen (15) days of the date of this order, Defendants will pay a civil penalty of **FIFTY THOUSAND DOLLARS and 00/100 (\$50,000.00)** to resolve the United States' allegation that it is entitled to a civil penalty pursuant 42 U.S.C. § 3614(d)(1)(C) and 42 U.S.C. § 12188(b)(2)(C)(i) to vindicate the public interest. This payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States. The civil penalty is deemed a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7), and is not compensation for actual pecuniary loss. No Defendant shall seek to discharge any part of the amount paid under this paragraph in bankruptcy. The civil penalty shall be deemed paid 100% by Defendant Gateway Construction Corporation.

#### XV. EDUCATIONAL PROGRAM

141. Within thirty (30) days of the entry of this Order, Defendants will provide a summary of this Order ("Summary") to all their agents and employees involved in the design or construction of the Subject Properties and secure a signed Acknowledgement from each agent or employee acknowledging that he or she has received and read the Summary, and has had an opportunity to have questions about the Order answered. The Summary and Acknowledgement will be substantially similar to the form of Appendix W.

142. 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 Subject Property or other covered multifamily dwelling property will be given a copy of the Summary and be required to sign the Acknowledgement that he or she has received and read the Summary, and has had an opportunity to have questions about the Order answered. The Summary will be substantially similar to the form of Appendix W.

143. 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, (August 1996, Rev. April 1998).

144. 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 covered multifamily dwellings will undergo training on the design and construction requirements of the Fair Housing Act and the ADA. The training will be conducted by a qualified individual unconnected to the Defendants or the Defendants' attorneys who has been previously approved by the Department of Justice, and any expenses associated with this training will be borne by Defendants. The training may be delivered live or by Webinar. Defendants will provide to the United States, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the trainers; and certifications executed by all Defendants and covered employees and agents who attended the training confirming

their attendance, in a form substantially equivalent to Appendix X.

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

145. Within ten (10) 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.

146. 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 or the universal symbol of accessibility showing that the dwelling units include features for persons with disabilities required by the federal Fair Housing Act.

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

147. In addition to all other reporting required herein, 180 days after the entry of this Consent Order, Defendants will submit to the United States an initial report containing the reporting required by paras. 141-146, and containing the signed statements of Defendants and their employees and agents who have completed the training program specified in para. 144 of this Order. Thereafter during the term of this Order, Defendants will, May 15<sup>th</sup> and November 15<sup>th</sup> of each year for the duration of this Consent Order, submit to the United States a compliance report detailing the retrofitting and inspections of the retrofits at the Subject Properties, with the last report submitted 60 days before the scheduled expiration of the Consent Order, consistent with para. 150, below. In addition, on the anniversary of the entry of this order, the Defendants will submit to the United States a report for the reporting required by paras. 129 – 130 on the current and future design and construction, and containing the signed statements of new employees and agents that, in accordance with para. 142 of this Consent Order, they have received and read the Summary, and 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 anniversary.

148. For the duration of this Consent Order, Defendants will advise the United States in writing within fifteen (15) days of receipt of any written administrative complaint alleging housing discrimination filed with a governmental agency or fair housing complaint filed in court against any property owned or managed 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 reasonably request concerning any such complaint. Defendants will also advise counsel for the United States, in writing, within fifteen (15) days after the resolution of any complaint.

149. Not in derogation of paragraph 155, for the duration of this Consent Order, Defendants are required to preserve all records related to this Consent Order, related to the Subject Properties and related to any other covered multifamily dwellings designed, constructed, owned, operated, or acquired by them during the duration of this Consent 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 Consent 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. The United States shall be solely responsible for the costs of inspecting and copying records and inspecting properties of any inspection conducted pursuant to this paragraph.

**XVIII. DURATION OF CONSENT ORDER, TERMINATION OF LEGAL ACTION, AND  
NOTICE TO STATE HOUSING FINANCE AGENCIES OF CORRECTION OF  
NONCOMPLIANCE**

150. This Consent Order will remain in effect for four (4) years after the date of its entry unless all of the actions required of the Defendants herein are not completed within that period. In that event, the Defendants shall submit on that date a report to the Court and the United States describing the unmet obligations and their projected completion date(s). The Defendants shall submit a similar report to the Court and the United States every six (6) months thereafter until all unmet obligations are completed, at which point the 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).

151. The Court will retain jurisdiction for the duration of this Order to enforce the terms of the Order. If, after the completion of the four-year term of the Order, there are unmet obligations and the Order continues to remain in effect as set forth in Paragraph 150, above, then any individual defendant may file, and the United States will not oppose, a motion to dismiss with prejudice that individual defendant, provided that the individual defendant has completed all its obligations under this Order, including but not limited to the retrofitting and inspection of the subject property or properties owned by that defendant. The United States may move the Court to extend the duration of the Order in the interests of justice.

152. Upon entry of this Consent Order, the United States, pursuant to the Memorandum of Understanding among the United States Department of Justice, United States Department of Housing and Urban Development, and the Internal Revenue Service, shall inform the state housing finance agencies for Alabama, Georgia, North Carolina, and Tennessee that the United States and Defendants have entered into this Consent Order resolving the United States’ allegations in the Notice separately agreed to by the United States and the Defendants.

153. All parties will endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by a Defendant to perform, in a timely manner, any act required by this Order or otherwise for their failure to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorney’s fees which may have been occasioned by the violation or failure to perform.

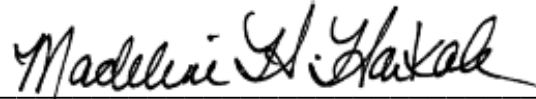
**XIX. TIME FOR PERFORMANCE**

154. 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.

**XX. RELEASE OF LITIGATION HOLDS**

155. The parties agree that, as of the date of entry of this Consent Order, litigation is not “reasonably foreseeable” concerning the subject matter of the United States’ complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves the parties of any other obligation imposed by this Order.

**DONE** and **ORDERED** this March 8, 2016.



**MADELINE HUGHES HAIKALA**  
UNITED STATES DISTRICT JUDGE

*FOR THE UNITED STATES:*

JOYCE WHITE VANCE  
United States Attorney  
Northern District of Alabama

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
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## APPENDIX A

Consent Order, *United States v. Rappuhn, et al.* (N.D. Ala.)

Subject Property	Address	Description	Defendants Associated with Property
1. Alexander Terrace Apartments	1155 Pickens Street, Moulton, AL 35650	Americus-Type Property (i.e., property with 2-level, 8-unit exterior stairway buildings and 1- 2- and 3-bedroom units); 3 Buildings; 12 FHA-Covered units; Low Income Housing Tax Credit (LIHTC) and U.S. Dept. of Housing and Urban Development HOME Investment Partnership Program (HOME) Funded.	Gateway Construction Corporation
2. Americus Garden Apartments	730 South Martin Luther King Jr. Boulevard, Americus, GA 31719	Americus-Type Property (i.e., property with single-level 4- and 6-plex buildings and 1- and 2-bedroom units); 6 Buildings; 24 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Americus Garden Apartments, LP
3. Applegate Apartments	162 Rose Drive, Florence, AL 35630	Applegate-Type Property; 6 Buildings; 36 FHA-Covered Units; LIHTC and HOME Funded	Allan Rappuhn; Gateway Construction Corporation; Applegate Apartments, LTD
4. Autumn Ridge Apartments	300 Autumn Ridge Drive, Jacksonville, NC 28546	Applegate-Type Property; 8 Buildings; 48 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Autumn Ridge, LLC
5. Bailey Springs Apartments	940 Bailey Springs, Lincolnton, NC 28092	Applegate-Type Property; 5 Buildings; 28 FHA-Covered Units; HOME Funded	Allan Rappuhn; Gateway Construction Corporation; Bailey Springs Apartments, LP
6. Belle Isle Apartments	18720 US Highway 90, Robertsdale, AL 36567	Applegate-Type Property; 6 Buildings; 28 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation
7. Blue Springs Apartments	460 McDaniel Drive, Jacksonville, NC 28546	Blue-Type Property (i.e., property with 2-level, 8-unit breezeway style buildings and 1- 2- and 3-bedroom units); 5 Buildings; 20 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Blue Springs Apartments, LP
8. Bradbury Apartments	2901 Old Conover Startown Road, Newton, NC 28658	Blue-Type Property; 5 Buildings; 20 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Bradbury Apartments, LP
9. Brentwood Landing Apartments	597 Covered Bridge Parkway, Prattville, AL 36066	Blue-Type Property; 10 Buildings; 40 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Brentwood Landing Apartments, LP
10. Brentwood Landing II Apartments	549 Covered Bridge Parkway, Prattville, AL 36066	Blue-Type Property; 12 Buildings; 48 FHA-Covered Units; LIHTC Funded.	Gateway Construction Corporation
11. Brookstone Apartments	705 Gardner Drive SE, Jacksonville, AL 36265	Applegate-Type Property; 8 Buildings; 46 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Brookstone Village Apartments, LTD

12. Canebreak Apartments	4901 Amy Drive, Wilmington, NC 28403	Applegate-Type Property; 7 Buildings; 32 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Canebreak Apartments, LP
13. Cedar Glades Apartments	500 Cedar Glade Circle, Shelbyville, TN 37160	Blue-Type Property; 3 Buildings; 24 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Cedar Glades Apartments, LP
14. Charleston Square Apartments (AKA Deer Run Apartments)	150 West Pike Street, Troy, AL 36081	Americus-Type Property; 6 Buildings; 24 FHA-Covered Units; LIHTC and HOME Funded.	Gateway Construction Corporation
15. Cherry Ridge Independent Living Apartments	1100 Jeff Germany Parkway, Birmingham, AL 35214	Hamilton-Type Property (i.e., property with 2-level 20- to 32-unit elevator buildings and 1- and 2-bedroom units); 2 Buildings; 56 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation
16. Cottage Hill Pointe Apartments	7959 Cottage Hill Road, Mobile, AL 36695	Blue-Type Property; 13 Buildings; 52 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Cottage Hill Pointe Apartments, LTD
17. Double Creek Apartments	4704 Chisholm Road, Florence, AL 35630	Applegate-Type Property; 8 Buildings; 48 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation
18. Eagle Pointe Apartments	140 Roal Drive, Madison, AL 35758	Eagle-Type Property (i.e., property with 2-level, 8-unit breezeway style buildings and 2- and 3-bedroom units); 6 Buildings; 24 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Eagle Pointe Apartments, LTD
19. Evergreen Village Apartments	110 Evergreen Lane, Cedartown, GA 30125	Americus-Type Property; 7 Buildings; 28 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Evergreen Village Investments, LLLP
20. Glencoe Trace Apartments	1624 Hallmark Drive, Griffin, GA 30223	Glencoe-Type Property (i.e., property with single-level, 4- and 6-unit buildings and 1- and 2-bedroom units); 13 Buildings; 72 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP
21. Hamilton Place Apartments	111 Todd Trail, Millbrook, AL 36081	Hamilton-Type Property; 2 Buildings; 56 FHA-Covered Units; LIHTC and HOME Funded.	Gateway Construction Corporation
22. Harbor Square Apartments	3201 Sumac Road SW, Decatur, AL 35603	Applegate-Type Property; 9 Buildings; 54 FHA-Covered Units; LIHTC and Home Funded.	Allan Rappuhn; Harbor Square Apartments, LTD
23. Heather-wood Apartments	1621 Heatherwood Drive, Alexander City, AL 35010	Americus-Type Property; 5 Buildings; 20 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Heatherwood Apartments, LTD
24. Heritage Vista Apartments	3029 Heritage Place, Milledgeville, GA 31601	Blue-Type Property; 8 Buildings; 32 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Heritage Vista Apartments, LP

25. Heron Lake Apartments	1800 Eastwind Road, Valdosta, GA 31602	Blue-Type Property; 11 Buildings; 44 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Heron Lake Apartments, LP
26. Heron Lake II Apartments	1800 Eastwind Road, Valdosta, GA 31602	Blue-Type Property; 8 Buildings; 32 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Heron Lake II Apartments, LP
27. Hickory Run Apartments	720 Lynn Drive SE, Jacksonville, AL 36265	Applegate- and Americus-Type Property; 7 Buildings; 34 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Hickory Run Apartments, LTD
28. Hickory Run II Apartments	710 Lynn Drive SE, Jacksonville, AL 36265	Applegate- and Americus-Type Property; 6 Buildings; 24 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation
29. Highland Park Senior Village	6785 Selman Drive, Douglasville, GA 30134	Glencoe-Type Property; 7 Buildings; 36 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Highland Park Senior Village, LP
30. Hunter Pointe Apartments	463 Alexander Avenue, Centreville, AL 35042	Americus-Type Property; 3 Buildings; 12 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Hunter Pointe Apartments, LTD
31. Ivy Pointe Apartments	400 John Aldridge Drive, Tuscumbia, AL 35674	Applegate- and Americus-Type Property; 8 Buildings; 40 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe Apartments, LTD
32. Ivy Pointe II Apartments	400 John Aldridge Drive, Tuscumbia, AL 35674	Americus-Type Property; 6 Buildings; 24 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe II Apartments, LTD
33. Kirby Creek Apartments	104 Joyner Road, Cairo, GA 39828	Blue-Type Property; 7 Buildings; 28 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Kirby Creek Apartments, LP
34. Kirkwood Trail Apartments	133 Cason Road, Cedartown, GA 30125	Applegate-Type Property; 9 Buildings; 52 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Kirkwood Trail Apartments, LP
35. Lakeshore Crossing Apartments	6300 Rime Village Drive NW, Huntsville, AL 35806	Blue-Type Property; 11 Buildings; 80 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Lakeshore Crossing Apartments, LTD
36. Lenox Station Apartments	510 South Caroline Street, Rockingham, NC 28379	Applegate-Type Property; 7 Buildings; 41 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Lenox Station Apartments, LTD
37. Liberty Square Apartments	3899 Livery Square Drive, Montgomery, AL 36116	Blue-Type Property; 14 Buildings; 56 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Liberty Square Apartments, LTD



38. Mallard Lake Apartments	120 Airport Road, LaGrange, GA 30240	Blue-Type Property; 9 Buildings; 36 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Gateway Development Corporation; Mallard Lake Apartments, LP
39. Maple Square Apartments	50 Nelson Drive, Jefferson, GA 30549	Applegate-Type Property; 10 Buildings; 56 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Maple Square Apartments, LP
40. Meadow-view Apartments	809 Cedar Street, Greenville, AL 36037	Americus-Type Property; 3 Buildings; 12 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD
41. Oakland Mill Apartments	440 Salem Church Road, Lincolnton, NC 28092	Applegate-Type Property; 7 Buildings; 42 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Oakland Mill Apartments, LP
42. Oleander Park Apartments	7646 Cottage Hill Road, Mobile, AL 36695	Hamilton-Type Property; 2 Buildings; 56 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation
43. Orchard Park Apartments	629 State Highway 21 South, Hayneville, AL 36040	Applegate-Type Property; 2 Buildings; 10 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation
44. Palladian Apartments	2225 Leroy Stevens Road, Mobile, AL 36695	Blue-Type Property; 10 Buildings; 40 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Palladian Apartments, LTD
45. Palladian II Apartments	2225 Leroy Stevens Road, Mobile, AL 36695	Blue-Type Property; 4 Buildings; 16 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation
46. Palladian-Fairhope Apartments	8132 Gayfer Avenue, Fairhope, AL 35632	17 Buildings; 56 FHA-Covered Units.	Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC
47. Palladian-Jubilee Apartments	1701 County Road 64, Daphne, AL 36526	30 Buildings; 92 FHA-Covered Units.	Allan Rappuhn; Gateway Construction Corporation; Jubilee Ridge, LLC
48. Parkwood Apartments	550 Wood Drive, Pell City, AL 35125	Applegate- and Americus-Type Property; 7 Buildings; 36 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Park Hill Apartments, LTD
49. Pebble Creek Apartments	803 Vanity Fair Avenue, Butler, AL 36904	Americus-Type Property; 3 Buildings; 12 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Pebble Creek Apartments, LTD
50. Pinewood Apartments	755 South Rogers Street, Pooler, GA 31322	Applegate-Type Property; 11 Buildings; 64 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Pinewood Village Apartments, LP

51. Powell Place Apartments	120 Trojan Way, Barnesville, GA 30204	Blue-Type Property; 8 Buildings; 32 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Properties, LLC; Gateway Development Corporation; Powell Place Apartments, LP
52. Preston Place Apartments	100 Phillips Drive, Quitman, GA 31643	Blue-Type Property; 5 Buildings; 20 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Properties, LLC; Gateway Development Corporation; Preston Place Apartments, LP
53. Shadowood Apartments	256 Old Mount Carmel Road, Stevenson, AL 35722	Applegate-Type Property; 4 Buildings; 12 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Shadowood Apartments, LTD
54. Shellbrooke Pointe Apartments	7684 Twin Beach Road, Fairhope, AL 36532	Blue-Type Property; 12 Buildings; 48 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Shellbrooke Pointe Apartments, LTD
55. Sheppard Station Apartments	215 Brighton Woods Drive, Pooler, GA 31322	Hamilton-Type Property; 3 Buildings; 65 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Properties, LLC; Gateway Development Corporation; Sheppard Station Apartments, LP
56. Skyline Trace Apartments	600 Ridge Road, Monroe, GA 30655	Blue-Type Property; 8 Buildings; 32 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Gateway Development Corporation; Skyline Trace Apartments, LP
57. Sterling Oaks Apartments	114 St. Helena Drive, Spindale, NC 28160	Blue-Type Property; 7 Buildings; 28 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Properties, LLC; Sterling Oaks Apartments, LP
58. Stoney Creek Apartments	321 Plaza Road, Laurinburg, NC 28352	Applegate-Type Property; 8 Buildings; 44 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Stoney Creek Apartments, LP
59. Stony Ridge Apartments	108 Lincoln Street, Hogansville, GA 30230	Blue-Type Property; 7 Buildings; 28 FHA-Covered Units.	Stony Ridge Apartments, LP
60. Sullivan Village Apartments	104 Carrie Lane, Tuscumbia, AL 35674	Applegate-Type Property; 10 Buildings; 56 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Development Corporation; Sullivan Village Apartments, LTD
61. The Park at Rocky Ridge Apartments	3400 Chestnut Ridge Lane, Birmingham, AL 35216	Blue-Type Property; 7 Buildings; 54 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD
62. Timberfalls Apartments	700 Timberfalls Court, Thomaston, GA 30286	Americus-Type Property; 6 Buildings; 24 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Timberfalls, LLLP
63. Valley Ridge Apartments	950 Mooty Bridge Road, LaGrange, GA 30240	Blue-Type Property; 10 Buildings; 40 FHA-Covered Units; LIHTC Funded.	Allan Rappuhn; Gateway Construction Corporation; Valley Ridge Apartments, LP

64. Village at Wedge-wood Apartments	307 17th Avenue NW, Cairo, GA 39827	Applegate-Type Property; 7 Buildings; 42 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Gateway Development Corporation; The Village at Wedgewood, LP
65. Villas on Forsyth	101 Virginia Avenue, Barnesville, GA 30204	Applegate-Type Property; 7 Buildings; 42 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Gateway Development Corporation; Villas on Forsyth, LP
66. Waring Apartments	812 East Waring Street, Waycross, GA 31501	Applegate-Type Property; 7 Buildings; 40 FHA-Covered Units; HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Waring, LLLP
67. Waring II Apartments	812 East Waring Street, Waycross, GA 31501	Applegate-Type Property; 7 Buildings; 36 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Waring II, LP
68. Waterford Farms Apartments	644 Cullman Road, Arab, AL 35016	Blue-Covered Property; 3 Buildings; 24 FHA-Covered Units; LIHTC and HOME Funded.	Gateway Construction Corporation
69. Westfork Apartments	1406 8th Street NW, Jasper, AL 35503	Americus-Type Property; 5 Buildings; 20 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Westfork Apartment, LTD
70. Windcliff Apartments	150 Gabriel Circle, Gainesville, GA 30501	Americus-Type Property; 10 Buildings; 56 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Windcliff Apartments, LLC
71. Woodlawn Terrace Apartments	1211 North Forrest Street, Valdosta, GA 31601	Hamilton-Type Property; 2 Buildings; 60 FHA-Covered Units; LIHTC and HOME Funded.	Allan Rappuhn; Gateway Construction Corporation; Gateway Properties, LLC; Woodlawn Terrace Apartments, LP

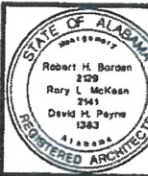
**APPENDIX B.1**

**HEATHERWOOD APARTMENTS  
ROUTE MAP**

1-186

Borden McKean and Payne  
Architects  
Montgomery, Alabama

HEATHERWOOD APARTMENTS  
ALEXANDER CITY, ALABAMA



Sheet Title:  
SITE LANDSCAPE PLAN

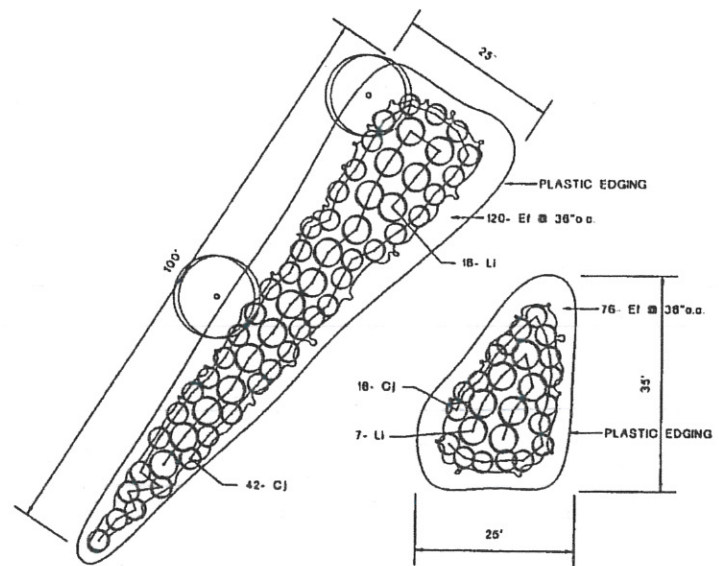
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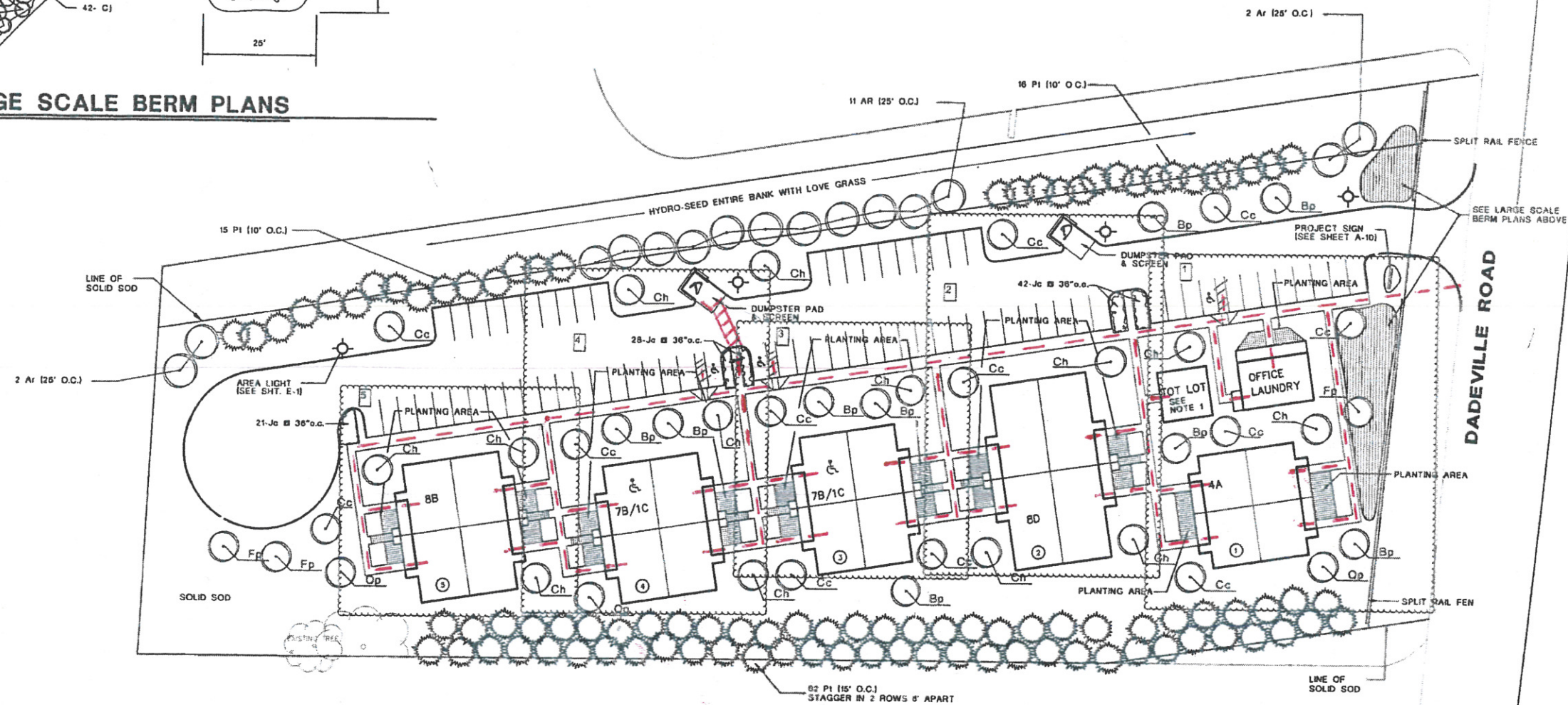


**LARGE SCALE BERM PLANS**

Key:

Striping for crosswalk

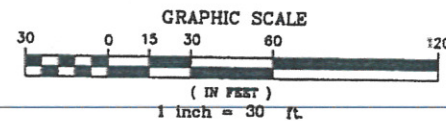
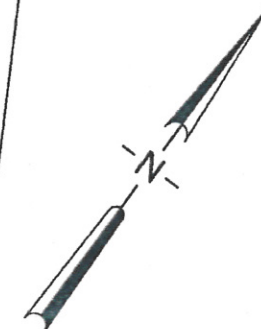
Accessible route



**SITE LANDSCAPE PLAN**

NOTE 1  
25'x25' PLAYGROUND AREA  
PROVIDE 4" THICK SAND EDGED  
WITH LANDSCAPE TIMBERS OR  
CROSSTIES. PROVIDE 4'-0" HIGH  
CHAIN LINK FENCE WITH GATE.

APPENDIX B.1



## APPENDIX B.2

### PUBLIC AND COMMON USE RETROFITS AT HEATHERWOOD APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will retrofit the public and common use areas at Heatherwood Apartments in compliance with the Fair Housing Act<sup>1</sup>, the Accessible Design Requirements of the FHA<sup>2</sup>, the Fair Housing Accessibility Guidelines<sup>3</sup>, ANSI A117.1-1986<sup>4</sup>, the Fair Housing Design Manual<sup>5</sup>, and, where applicable, the Americans with Disabilities Act<sup>6</sup>, and the ADA Standards.<sup>7</sup>
- II. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will retrofit thresholds on the exterior side of the primary entrances to all ground-level units in compliance with the Remediation Protocol.
- IV. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the Community Building/Leasing Office entrance:
  - A. Retrofit the thresholds at the exterior side of Community Building/Leasing Office entrance with an ANSI 1986-compliant threshold in compliance with ADA Standard 4.5.2 and ANSI 1986, Section 4.5.2.
- V. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the Community Building/Leasing Office Bathroom:
  - 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 1986, Section 4.28.

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<sup>1</sup> FHA, 42 U.S.C. §§ 3601, *et seq.*

<sup>2</sup> Accessible Design Requirements, 42 U.S.C. §§ 3604(f)(1), (f)(2), and (f)(3)(C).

<sup>3</sup> FHAG, Guidelines, 56 Fed. Reg. 9472 (March 6, 1991).

<sup>4</sup> ANSI 1986, ANSI A117.1- 1986.

<sup>5</sup> FHDM, Design Manual, August 1996, Revised April 1998, found at [www.huduser.org/publications/destech/fairhousing.htm](http://www.huduser.org/publications/destech/fairhousing.htm).

<sup>6</sup> ADA, 42 U.S.C. §§ 12181, *et seq.*

<sup>7</sup> ADA Standards for Accessible Design, ADA Accessibility Guidelines for Buildings and Facilities, 28 C.F.R. Pt. 36, App. A.

- B. Retrofit so that location of toilet is moved 2” further from the adjacent wall by installing an offset toilet flange. [ADA Standard 4.16.2; ANSI 1986, Section 4.16.2, Fig. 28]
  - C. Retrofit so that the toilet paper dispenser is a minimum of 19” above the matching finished floor at a maximum of 36” from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig. 29(b).
  - D. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
  - E. Retrofit so that the hardware on the bathroom door lock has lever hardware in compliance with ADA 4.13.9 and ANSI 1986, Section 4.13.9.
- VI. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the Laundry Facility:
- A. Retrofit by providing one front-loading washer and one front-loading dryer that meets the requirements of UFAS 4.34.7.2 and that have controls complying with UFAS 4.34.7.3.

**APPENDIX B.3**

**INTERIOR RETROFITS AT HEATHERWOOD  
APARTMENTS**

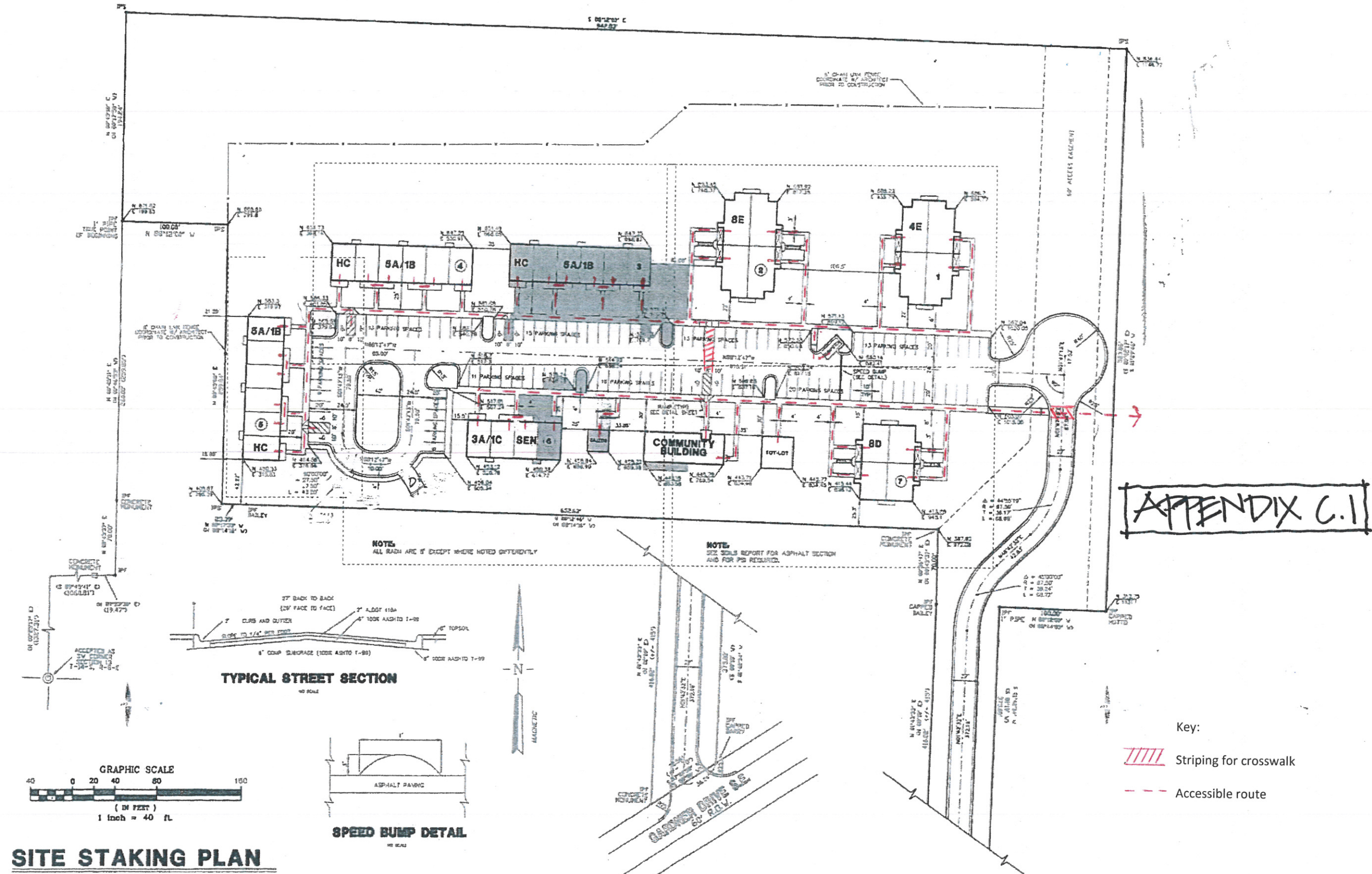
- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will retrofit the interiors of the units at Heatherwood Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where applicable with the Uniform Federal Accessibility Standards (UFAS) and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of four (4) types: (1) Apartment #4, a 1 bedroom, 1 bathroom unit; (2) Apartment #21, a 2 bedroom, 1 bathroom unit; (3) Apartment #6, a 3 bedroom, 2 bathroom unit; and (4) Apartment #18, a 2 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through V:
- II. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #4.
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds.
- III. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #21:
  - A. Retrofit the walk in closet door by widening the door so that it has a 32” nominal clear opening width. [FHAG Req. #3, guide (2), FHDM, pp. 3.3, 3.6]
  - B. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds.
- IV. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #6:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Toilets.
- V. Allan Rappuhn, Gateway Construction Corporation, and Heatherwood Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment #18.



- 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 walk-in closet door by widening the door so that it has a 32" nominal clear opening width (see condition in Apartment #26). [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]
- C. Retrofit so that the location of the toilet paper dispenser in the bathroom is a minimum of 19" above the matching finished floor and a maximum of 36" from the rear wall (see condition in Apartment #26). [UFAS 4.34.5.2(3), Fig. 47(b)]
- D. Retrofit so that the shelves in the bedroom closets and in the kitchen storage area are capable of being no more than 54" above the floor for a side reach or 48" above the floor for a forward reach. [UFAS 4.25]
- E. Retrofit so that one shelf in the hall closet is capable of being no more than 24" deep and no more than 48" above the floor for a forward reach. [UFAS 4.25]
- F. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
- G. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48" above the matching finished floor. [UFAS 4.34.6.10]
- H. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- I. Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds.

**APPENDIX C.1**

**HICKORY RUN APARTMENTS  
ROUTE MAP**



APPENDIX C.1

**SITE STAKING PLAN**

HICKORY RUN

## APPENDIX C.2

### PUBLIC AND COMMON USE RETROFITS AT HICKORY RUN APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will retrofit the public and common use areas at Hickory Run 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will retrofit the thresholds at the exterior side of the primary entrances of ground-level units by installing a threshold in compliance with the Remediation Protocol.
- IV. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will rearrange so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- V. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will retrofit so that the rental application drop-box is no more than 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6.
- VI. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will make the following retrofits to the Community Center Bathrooms:
  - a. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ANSI 1986, 4.17.6.
  - b. Retrofit mirror in the Bathrooms in the Community Center so that it is mounted with the bottom edge of the reflecting surface no higher than 40" above the matching finished floor in compliant with ANSI 1986, Section 4.19.6.
  - c. Retrofit so that the hardware on the bathroom door locks have lever hardware in compliance with ANSI 1986, Section 4.13.9.

### APPENDIX C.3

#### INTERIOR RETROFITS AT HICKORY RUN APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will retrofit the interiors of the units at Hickory Run 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of four (4) types: (1) Apartment #402, a 1 bedroom, 1 bathroom unit; (2) Apartment #702, a 2 bedroom, 1 bathroom unit; (3) Apartment #202, a 3 bedroom, 2 bathroom unit; and (4) Apartment #306, a 1 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through V:
- II. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #402.
  - A. Retrofit the laundry room closet by either widening the door or by installing swing-clear hinges so that it has a 32" nominal clear opening width. [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]
  - B. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #702:
  - A. Retrofit laundry room closet door by widening the door so that it has a 32" nominal clear opening width (see condition in Apartment #26). [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]
  - B. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- IV. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #202:
  - A. Retrofit laundry room door by either widening the door or by installing

swing- clear hinges so that it has a 32" nominal clear opening width.  
[FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]

- B. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- V. Allan Rappuhn, Gateway Construction Corporation, and Hickory Run Apartments, LTD will make the following retrofits to the 1 bedroom, 1 bathroom HC/UFAS unit at Apartment #306:
- 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 shelves in the bedroom, bathroom, and in all closets are capable of being no more than 54" above the floor for a side reach or 48" above the floor for a forward reach. [UFAS 4.25].
  - C. Retrofit so that the location of the toilet paper dispenser in the bathroom is a minimum of 19" above the matching finished floor and a maximum of 36" from the rear wall. [UFAS 4.34.5.2(3), Fig. 47(b)].
  - D. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Hall Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)].
  - E. Retrofit so that the bathtub in the bathroom has a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower. [UFAS 4.34.5.5(5)].
  - F. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2].
  - G. Retrofit so that grab bars in the bathtub are mounted as shown in UFAS Fig. 34 or 37. [4.34.5.4].
  - H. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4].
  - I. Retrofit so that faucet controls for the kitchen sink are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. [UFAS 4.27.4].
  - J. Retrofit so that there is a self-cleaning oven because the existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7].

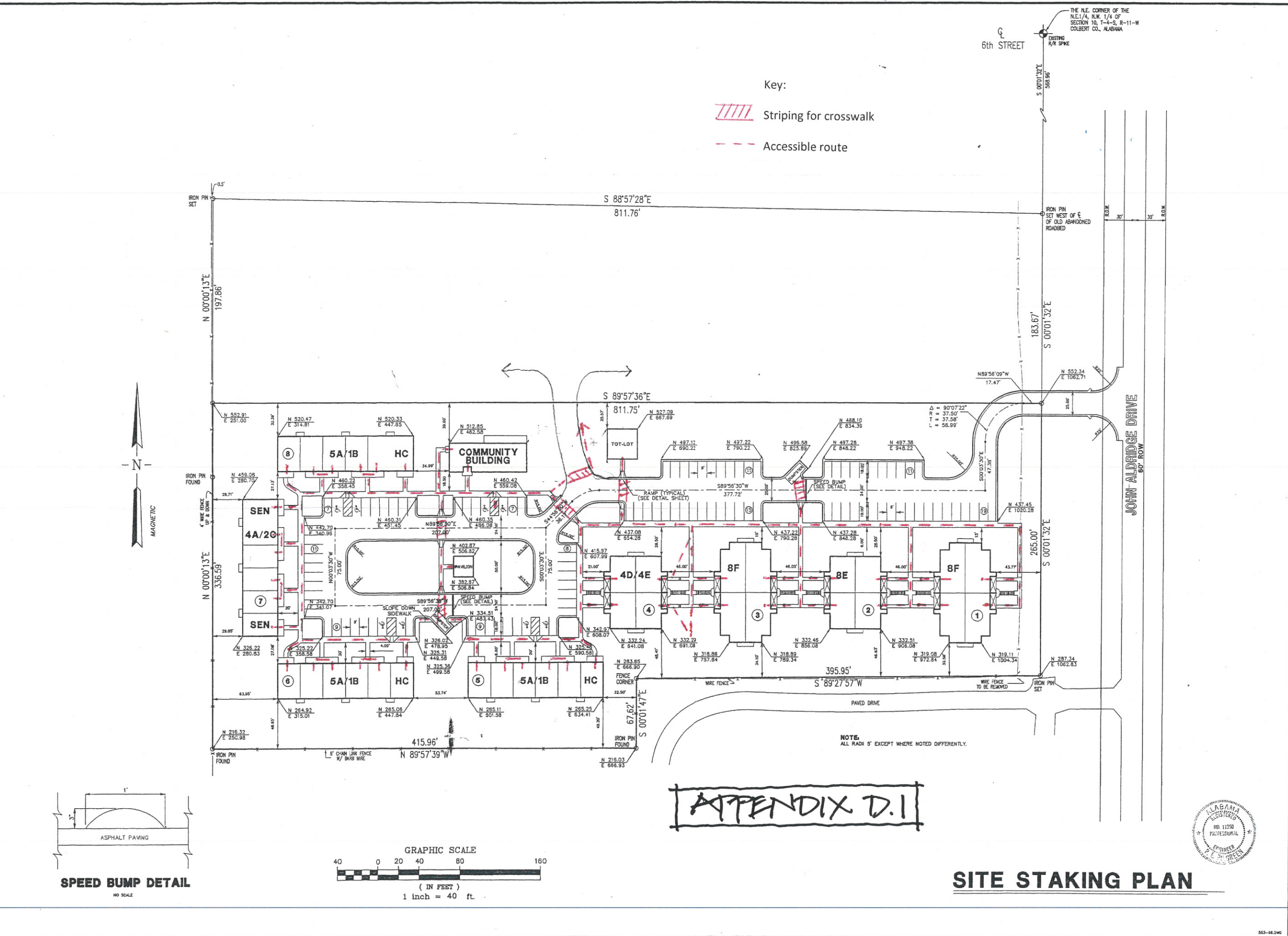
- K. Provide a refrigeration unit with either 100 percent of the freezer storage volume within reach range specified in UFAS 4.2.5 and 4.2.6 or provide a self-defrosting type freezer. [UFAS 4.34.6.8].
- L. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that no higher than 48" above the matching finished floor. [UFAS 4.34.6.10].
- M. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- N. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.

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**APPENDIX D.1**

**IVY POINTE APARTMENTS  
ROUTE MAP**





**APPENDIX D.1**

**SITE STAKING PLAN**

**Borden McKean and Payne Architects**  
 Montgomery, Alabama

**IVY POINTE APARTMENTS**  
 TUSCUMBIA, ALABAMA

STATE OF ALABAMA  
 Registered Architects  
 Robert H. Borden 2129  
 Rory L. McKean 2141  
 David H. Payne 1383

<b>Sheet Title:</b> SITE STAKING PLAN	
Project No:	96-121
Date:	9-18-96
Revised:	12-12-96
Drawn By:	BIT
Checked By:	PEP
Sheet No:	<b>S-1</b>
Sequence 3 of 28	



## APPENDIX D.2

### PUBLIC AND COMMON USE RETROFITS AT IVY POINTE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will retrofit the public and common use areas at Ivy Pointe 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will retrofit so that the key slots for all Mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- IV. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit the thresholds at the exterior side and the interior side of Laundry Room entrance with an ANSI 1986-compliant threshold in compliance with Remediation Protocol.
  - B. Retrofit the exterior Laundry Room door by either relocating both washer units adjacent to the latch-side, pull-side of the door or by reversing the swing of the door so that it opens to the outside so that there is clear maneuvering space at the latch-side of the door in compliance with ANSI 1986, Section 4.13.6.
- V. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the Community Room/Leasing Office Bathrooms:
  - A. Retrofit by relocating the paper towel holder in the Men's and Women's bathrooms so that it is no more than 48" above the matching finished floor for a forward approach or 54" above the matching finished floor for a side approach in compliance with ADA 4.2.5, 4.2.6 and ANSI 1986, Section 4.2.5 and 4.2.6.

- B. Retrofit so that the flush control for the toilet in the Woman's Bathroom is mounted from the wide side in compliance with ADA 4.16.5 and ANSI 1986, Section 4.16.5.
  - C. 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.
- VI. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the Community Building Kitchen:
- A. Retrofit the door to the common use kitchen by reversing the swing so that it swings out into the community room to provide clear maneuvering space at the latch-side of the door. ANSI 1986, Section 4.13.6.
  - B. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48" above the matching finished floor. [UFAS 4.25.3].
  - C. Retrofit so that the control for the fan hood over the range is in a compliant location. [UFAS 4.27.3].

### APPENDIX D.3

#### INTERIOR RETROFITS AT IVY POINTE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will retrofit the interiors of the units at Ivy Pointe 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 the Uniform Federal Accessibility Standards, where applicable, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of four (4) types: (1) Apartment #43, a 1 bedroom, 1 bathroom unit; (2) Apartment #30, a 2 bedroom, 1 bathroom unit; (3) Apartment #18, a 3 bedroom, 2 bathroom unit; and (4) Apartment #39, a 1 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through V:
- II. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #43.
  - A. Retrofit so that there is a 30" x 48" clear floor space beyond the in-swing of the door in the bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7].
  - B. Retrofit the hall closet doors by widening the door so that it has a 32" nominal clear opening width (see condition in Apartment #26). [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6].
  - C. See Interior Retrofit Inspection Protocol for retrofits to Thermostats and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #30:
  - A. See Interior Retrofit Inspection Protocol for retrofits to Thermostats and Location of Bathroom Lavatories.
- IV. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #18:
  - A. Retrofit the kitchen pantry by extending the shelves forward so that they are flush with the interior-side of the doorframe. [FHAG, Req. #3, guide (2). FHDM pp. 3.14].
  - B. Retrofit the hallway closet door by widening the door so that it has a

32" nominal clear opening width. [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6].

C. See Interior Retrofit Inspection Protocol for retrofits at Thermostat Height, the Location of Toilets, and Location of Bathroom Lavatories.

V. Allan Rappuhn, Gateway Construction Corporation, Ivy Pointe Apartments, LTD will make the following retrofits to the 1 bedroom, 1 bathroom HC/UFAS unit at Apartment #39:

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 there is an in-tub seat or a seat at the head end of the tub in the bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)].

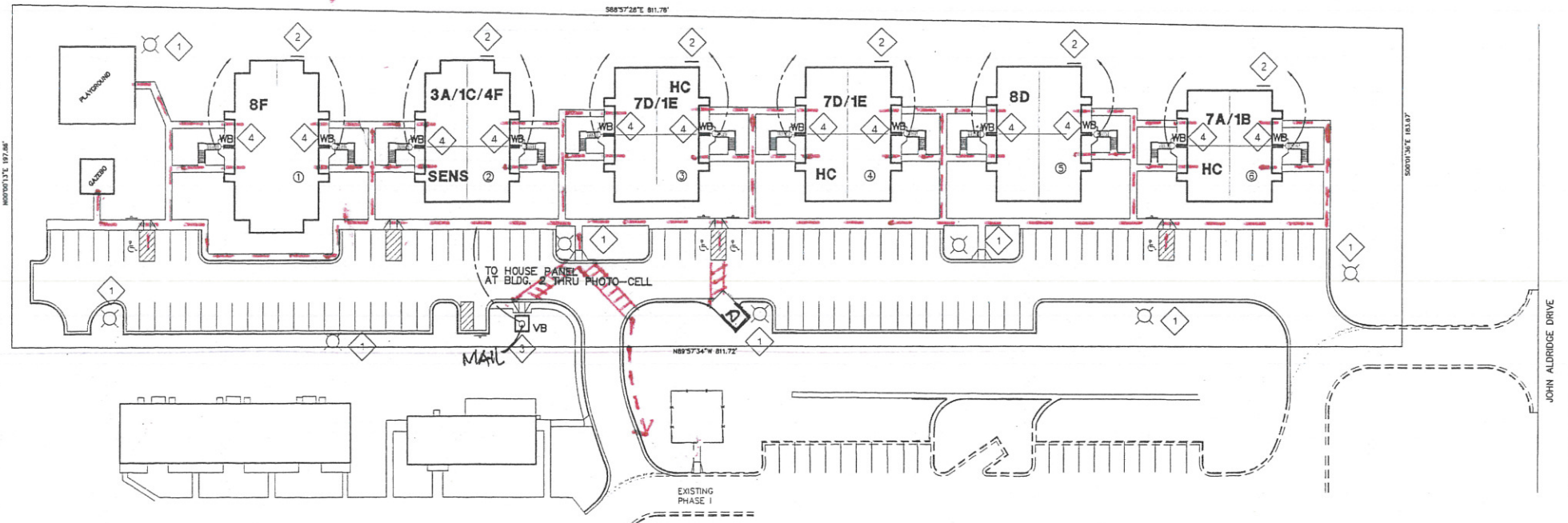
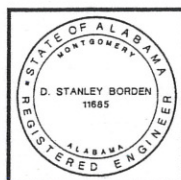
C. Retrofit so that the bathtub in the bathroom has a shower spray unit with a hose at least 60" long that can be used as a fixed shower head at various heights or as a hand-held shower. [UFAS 4.34.5.5(5)].

D. Retrofit so that the control for the fan hood over the range is in a compliant location. [UFAS 4.34.6.3].

E. See Interior Retrofit Inspection Protocol for the Location of Toilets.

**APPENDIX E.1**

**IVY POINTE II APARTMENTS  
ROUTE MAP**



**APPENDIX E.1**

SCALE: 1" = 40'

**SITE ELECTRICAL PLAN**

- ① GENERAL CONTRACTOR SHALL COORDINATE WITH THE LOCAL POWER COMPANY TO FURNISH AND INSTALL A 175W LUMINAIRE AREA LIGHT AND POLE AS SELECTED BY OWNER. IF THE POWER COMPANY IS NOT ABLE TO FURNISH AND INSTALL AREA LIGHTS AND POLES, THE CONTRACTOR SHALL FURNISH AND INSTALL THEM UNDER HIS CONTRACT.
- ② PROPOSED LOCATION OF METER BANKS. VERIFY EXACT LOCATION WITH LOCAL POWER COMPANY
- ③ 'VB' LIGHT- MOUNT ON CEILING IN MAIL CENTER
- ④ 'WB' LIGHT MOUNTED AT SECOND FLOOR AT BRICK WALL BETWEEN PORCHES TO MOVE PANEL THRU PHOTO-CELL

Key:  
 Striping for crosswalk  
 Accessible route

<b>Sheet Title:</b> SITE ELECTRICAL PLAN	
<b>Project No:</b>	00-218
<b>Date:</b>	7-25-00
<b>Revised:</b>	9-27-00
<b>Drawn By:</b>	TDS
<b>Checked By:</b>	DSB
<b>Sheet No:</b> <b>E-1</b>	
Sequence 27 of 30	

CONSULTING ENGINEERS  
 903 SOUTH PERRY ST.  
 MONTGOMERY ALA. 36104  
 TEL. 334-269-0329  
 FAX. 334-269-1559

**APPENDIX E.2**

**PUBLIC AND COMMON USE RETROFITS AT IVY POINTE II APARTMENTS**

[Reserved]



### APPENDIX E.3

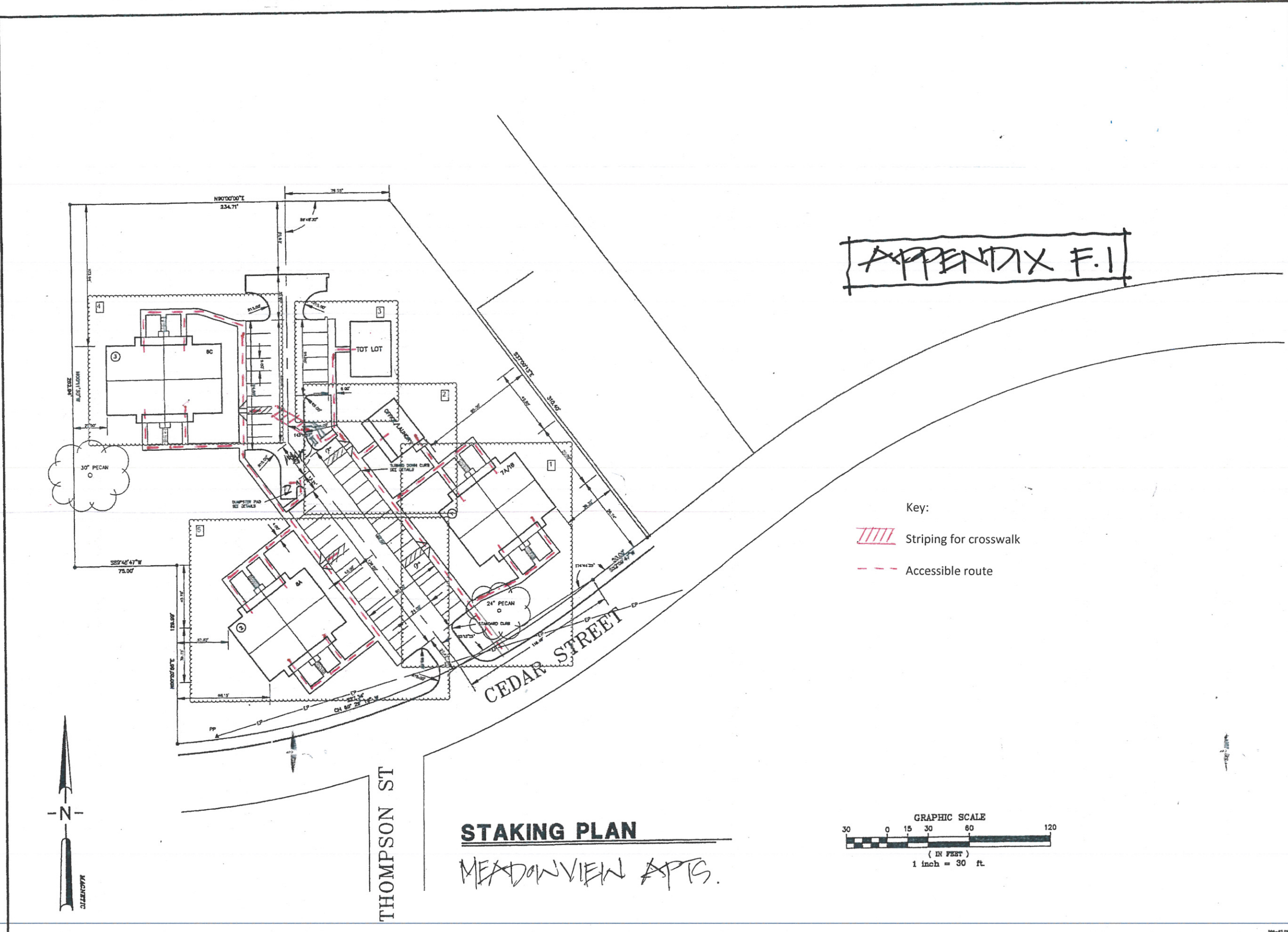
#### INTERIOR RETROFITS AT IVY POINTE II APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe II Apartments, LTD will retrofit the interiors of the units at Ivy Pointe II 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of four (4) types: (1) Apartment #57, a 1 bedroom, 1 bathroom unit; (2) Apartment #85, a 2 bedroom, 1 bathroom unit; (3) Apartment 61, a 1 bedroom, 1 bathroom HC/UFAS unit; and (4) Apartment #77, a 2 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through V:
- II. Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe II Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #57.
  - A. See Interior Retrofit Inspection Protocol for retrofits at to the Location of Toilets.
- III. Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe II Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #85:
  - A. See Interior Retrofit Inspection Protocol for retrofits to the Location of Toilets.
- IV. Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe II Apartments, LTD 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 #61:
  - 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 control for the fan hood over the range is in a compliant location. [UFAS 4.34.6.3]
  - C. Retrofit so that there is a self-cleaning oven because existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7]
  - D. Retrofit so that the location of the toilet paper dispenser in the bathroom is a minimum of 19" above the matching finished floor and a maximum of 36" from the rear wall. [UFAS 4.34.5.2(3), Fig. 47(b)]

- E. See Interior Retrofit Inspection Protocol for the Location of Toilets.
  
- V. Allan Rappuhn; Gateway Construction Corporation; Ivy Pointe II Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment #77:
  - 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 shelves in the bedroom closets and in the coat closet are capable of being no more than 54” above the floor for a side reach or 48” above the floor for a forward reach. [UFAS 4.25]
  - C. Retrofit so that the control for the fan hood over the range is in a compliant location. [UFAS 4.34.6.3]
  - D. Retrofit so that there is a self-cleaning oven because existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7]
  - E. Retrofit so that faucet controls in kitchen are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. [UFAS 4.27.4]
  - F. See Interior Retrofit Inspection Protocol for the Location of Toilets.



**APPENDIX F.1**

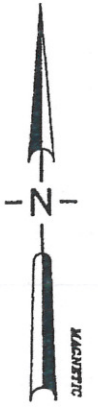
**MEADOWVIEW APARTMENTS  
ROUTE MAP**



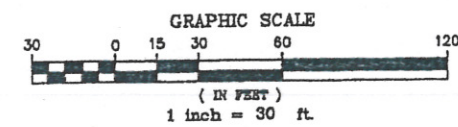
APPENDIX F.1

Key:

-  Striping for crosswalk
-  Accessible route



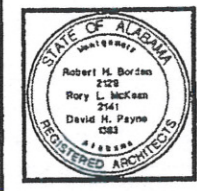
**STAKING PLAN**  
MEADOWVIEW APTS.



Borden McKean and Payne  
Architects  
Montgomery, Alabama



MEADOWVIEW APARTMENTS  
GREENVILLE, ALABAMA



Sheet Title: STAKING PLAN
Project No: 83-123
Date: 9-30-93
Revised:
Drawn By:
Checked By:
Sheet No: <b>S-1</b>
Sequence 3 of 22

## APPENDIX F.2

### PUBLIC AND COMMON USE RETROFITS AT MEADOWVIEW

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will retrofit the public and common use areas at Meadowview 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will retrofit the thresholds at the exterior side of the primary entrances of ground-level units by installing a threshold in compliance with Remediation Protocol.
- IV. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will make the following retrofits to the Community Room/Office:
  - A. Retrofit so that the hardware on the Office door has lever hardware in compliance with ADA 4.13.9; ANSI 1986, Section 4.13.9.
- V. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit by providing one front-loading washer and one front-loading dryer that meet the requirements of UFAS 4.34.7.2 and that have controls complying with UFAS 4.34.7.3.
- VI. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will make the following retrofits to the Community Center/Leasing Office Bathrooms:
  - 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.
  - B. Retrofit so that the hardware on the bathroom door lock has lever hardware in compliance with ADA 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the toilet paper dispenser is a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).
  - D. Retrofit so that the bathroom door swings out into the hall so that there is clear floor

space in the bathroom as required by ADA Standard 4.22.3 and ANSI 1986, Section 4.22.3.

- E. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA Standard 4.17.6 and ANSI 1986, 4.17.6.

### APPENDIX F.3

#### INTERIOR RETROFITS AT MEADOWVIEW APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will retrofit the interiors of the units at Meadowview 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of three (3) types: (1) Apartment #9, a 2 bedroom, 1 bathroom unit; (2) Apartment #21, a 3 bedroom, 2 bathroom unit; (3) Apartment #6, a 2 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through IV:
- II. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #9.
  - A. Retrofit the walk-in closet door by widening the door so that it has a 32" nominal clear opening width or by adding shelving. [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]
  - B. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds, Thermostat Heights, and Location of Bathroom Lavatories.
- III. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #21:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds, Location of Toilets, and Location of Bathroom Lavatories.
- IV. Allan Rappuhn; Gateway Construction Corporation; Meadowview Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the HC/UFAS unit surveyed at Apartment #6:
  - 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 hall closet door by widening the door so that it has a 32" nominal clear opening width (see condition in Apartment #26). [FHAG, Req. #3, guide (2), FHDM, pp. 3.3-3.6]
  - C. Retrofit so that the shelves/rods in the bedroom closets, the hall closet, the kitchen storage area, and the entry closet are capable of being no more than

54” above the floor for a side reach or 48” above the floor for a forward reach. [UFAS 4.25]

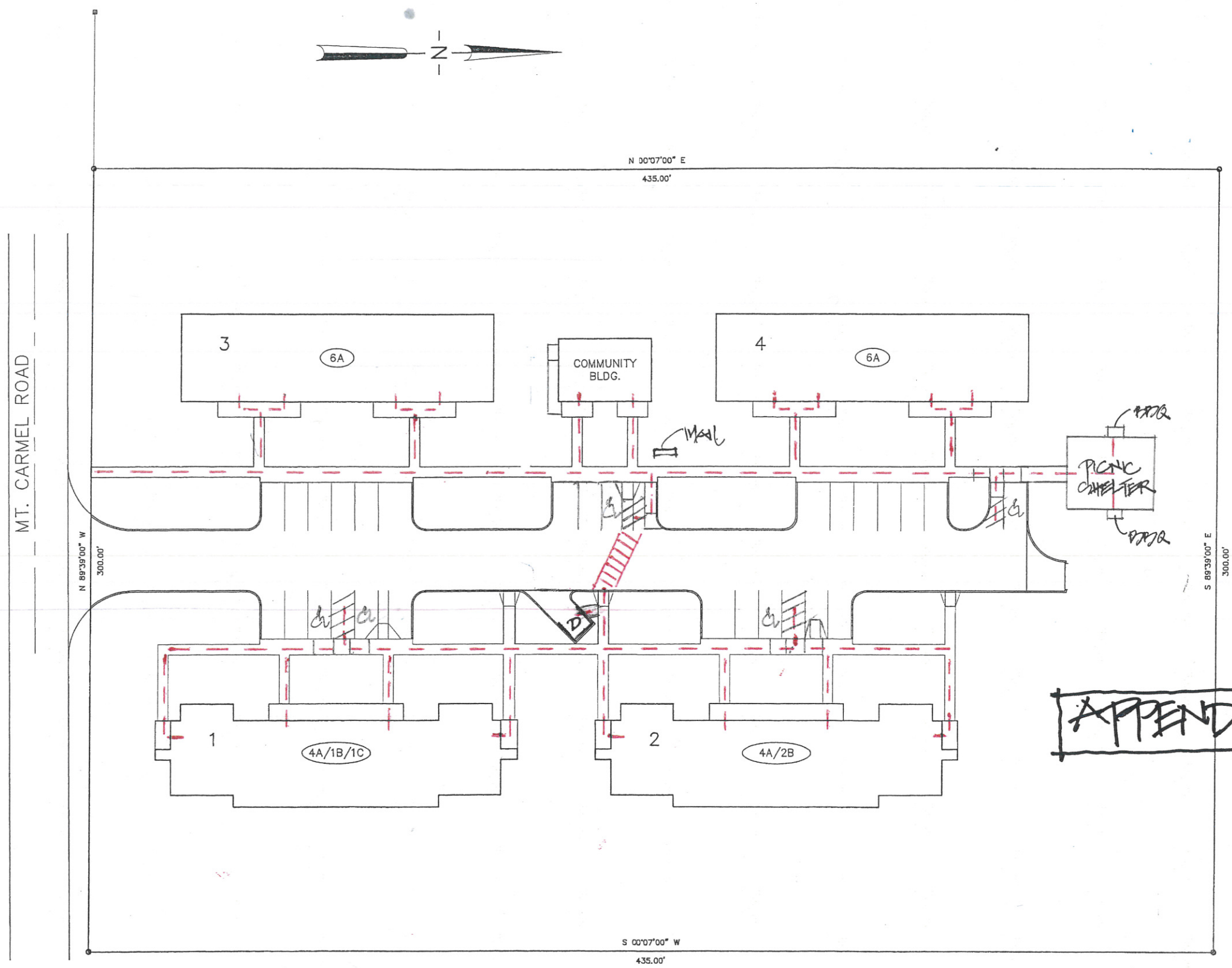
- D. Retrofit sinks in bathrooms by adding matching flooring underneath sink.
- E. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
- F. Retrofit so that grab bars in the bathtub are mounted as shown in UFAS Fig. 34 or 37. [4.34.5.4]
- G. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48” above the matching finished floor. [UFAS 4.34.6.10]
- H. If an alarm system is provided in UFAS units, provide auxiliary alarms in sleeping accommodations.
- I. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds, Thermostat Heights, and Location of Toilets.



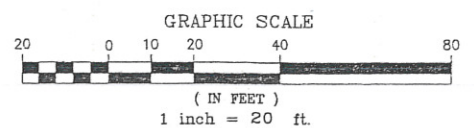
**APPENDIX G.1**



**SHADOWOOD APARTMENTS  
ROUTE MAP**

AP 47183B



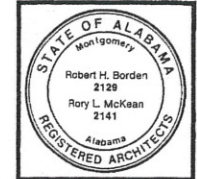
**APPENDIX G.1**



Key:  
 Striping for crosswalk  
 Accessible route

**Borden and McKean Architects**  
 Montgomery, Alabama

**SHADOWOOD APARTMENTS**  
 STEVENSON, ALABAMA



Sheet Title:	
Project No.	
Date	
Revised	
Sheet No.	
Sequence	of

## APPENDIX G.2

### PUBLIC AND COMMON USE RETROFITS AT SHADOWOOD APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will retrofit the public and common use areas at Shadowood 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will retrofit the thresholds at the exterior side of the primary entrances at ground-level units by installing a threshold in compliance with Remediation Protocol.
- IV. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will make the following retrofits to the Community Building/Leasing Office Bathroom:
  - A. Retrofit by mounting the sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the Leasing Center so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
  - B. Retrofit so that the toilet paper dispenser is a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).
  - C. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA 4.17.6 and ANSI 1986, 4.17.6.
- V. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit by providing signage for the Laundry Room in compliance with ANSI 1986, Section 4.28.
- VI. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will Retrofit by mounting thermostat in the Community Building at 54" or lower above the matching finished floor. [ANSI 1986, Section 4.25.3.]

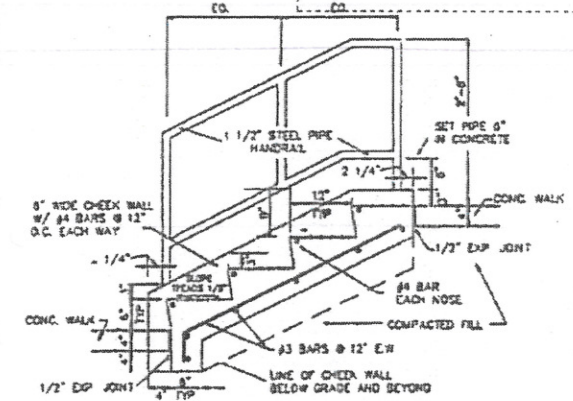
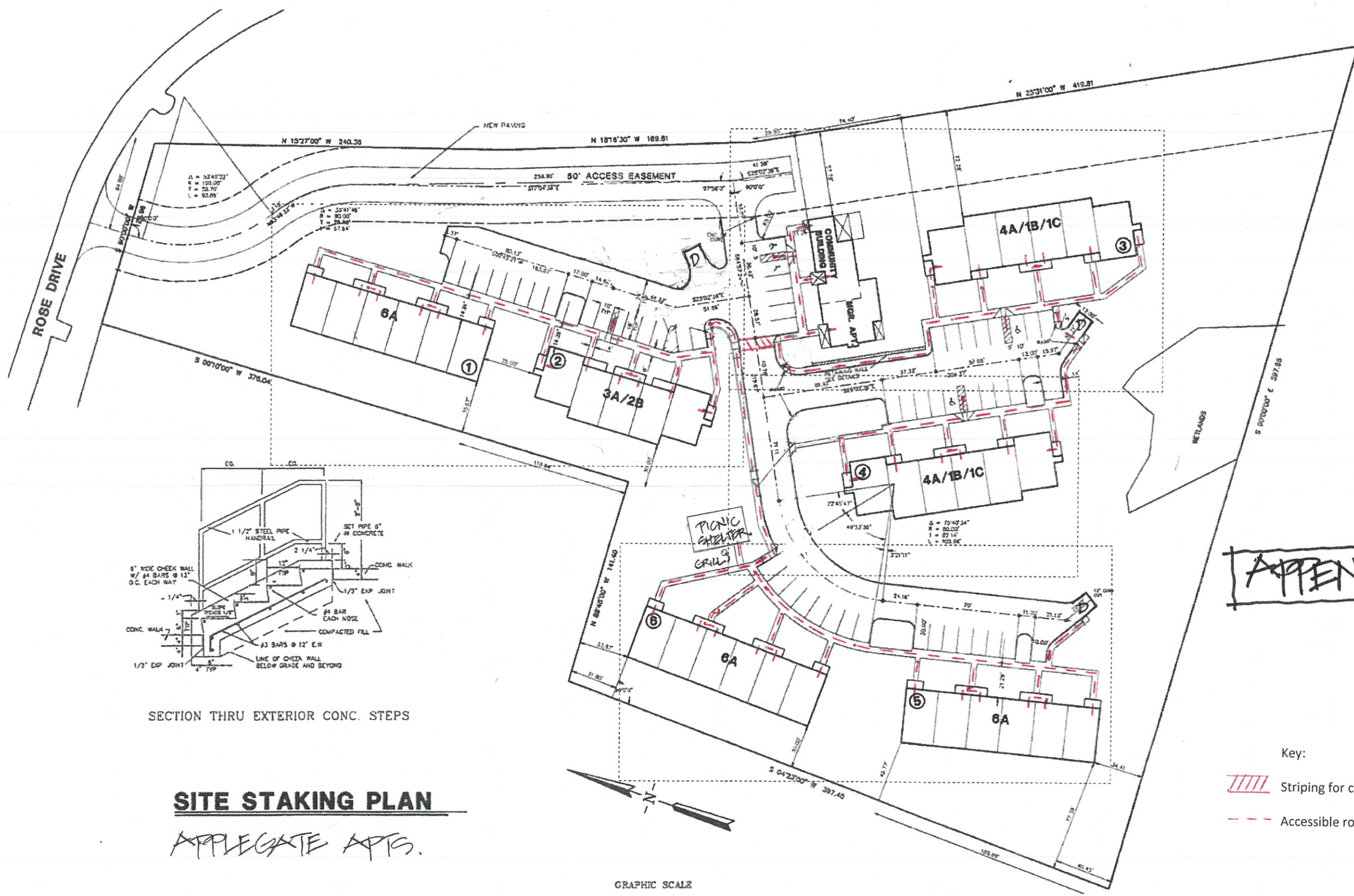
### APPENDIX G.3

#### INTERIOR RETROFITS AT SHADOWOOD APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will retrofit the interiors of the units at Shadowood 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of three (3) types: (1) Apartment #5B, a 1 bedroom, 1 bathroom unit; (2) Apartment #1A, a 2 bedroom, 1 bathroom unit; and (3) Apartment #6A, a 2 bedroom, 1 bathroom HC unit. The retrofits for each unit type are listed in Sections II through IV:
- II. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #5B:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #1A:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- IV. Allan Rappuhn, Gateway Construction Corporation, Shadowood Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom HC unit at Apartment #6A:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Location of Bathroom Lavatories.

**APPENDIX H.1**

**APPLEGATE APARTMENTS  
ROUTE MAP**



SECTION THRU EXTERIOR CONC. STEPS



### SITE STAKING PLAN

APPLEGATE APTS.

GRAPHIC SCALE

APPENDIX H.1

Key:

-  Striping for crosswalk
-  Accessible route

## APPENDIX H.2

### PUBLIC AND COMMON USE RETROFITS AT APPLGATE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will retrofit the public and common use areas at Applegate 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry screen doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will retrofit the thresholds at the exterior side of the primary entrances of ground-level units by installing a threshold in compliance with Remediation Protocol.
- IV. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- V. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the Clubhouse/Leasing Office:
  - A. Retrofit the thresholds at the exterior side and interior side of the Clubhouse/Leasing Office entrance by installing a threshold in compliance with ADA Standard 4.5.2 and ANSI 1986, Section 4.5.2.
- VI. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the Clubhouse/Leasing Office Bathroom:
  - A. Retrofit by mounting the sign with raised and brailed 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 so that the hardware on the bathroom door lock has lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the toilet paper dispenser is a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA Standard 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).
  - D. Retrofit so that the bathroom door swings out into the hall so that there is clear

floor space in the bathroom as required by ADA Standard 4.22.3 and ANSI 1986, Section 4.22.3.

- E. Retrofit so that there is pipe insulation under the bathroom lavatory. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.4]
  - F. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA Standard 4.17.6 and ANSI 1986, Section 4.17.6.
  - G. Retrofit by mounting mirror in the bathroom so that the bottom edge of the reflecting surface is no higher than 40" from the matching finished floor in compliance with ADA Standard 4.19.6 and ANSI 1986, Section 4.19.6.
- VII. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the Laundry Room:
- A. Retrofit the thresholds at the exterior side and interior side of the Laundry Room entrance by installing a threshold in compliance with ANSI 1986, Section 4.5.2.
  - B. Retrofit by relocating the hanging rod in the laundry room so that it is no more than 48" above the matching finished floor for a forward approach or 54" above the matching finished floor for a side approach in compliance with ANSI 1986, Section 4.2.5 and 4.2.6.
- VIII. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the Common Kitchen:
- A. Retrofit by providing 27" knee clearance above the matching finished floor under the sink with a matching finished floor under the sink and pipe insulation. [ANSI 1986, Section 4.19]
  - B. Retrofit so that faucet controls in kitchen are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. [ANSI 1986, Section 4.19]
  - C. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.32.3]
  - D. Retrofit so that there is a range with front controls. [UFAS 4.27]



### APPENDIX H.3

#### INTERIOR RETROFITS AT APPLGATE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will retrofit the interiors of the units at Applegate Apartments (AA) 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of three (3) types: (1) Apartment #D-21, a 1 bedroom, 1 bathroom unit; (2) Apartment #E-25, a 2 bedroom, 1 bathroom unit; (3) Apartment #B-12, a 2 bedroom, 1 bathroom HC unit. The retrofits for each unit type are listed in Sections II through IV:
- II. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #D-21.
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #E-25:
  - A. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds and Location of Bathroom Lavatories.
- IV. Allan Rappuhn, Gateway Construction Corporation, and Applegate Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit at Apartment #B-12:
  - A. Retrofit by replacing existing lavatory with wall-mounted sink with maximum depth of 19" to provide clear floor space at the lavatory, bathtub, and outside the swing of the door. [UFAS 4.2.3, 4.34.5.4, 4.34.5.3]
  - B. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Hall Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]
  - C. Retrofit so that grab bars in the bathtub comply with UFAS Fig. 34 and grab bars are a maximum of 12" from the rear wall and a maximum of 15" from the head wall. [UFAS 4.20.4]

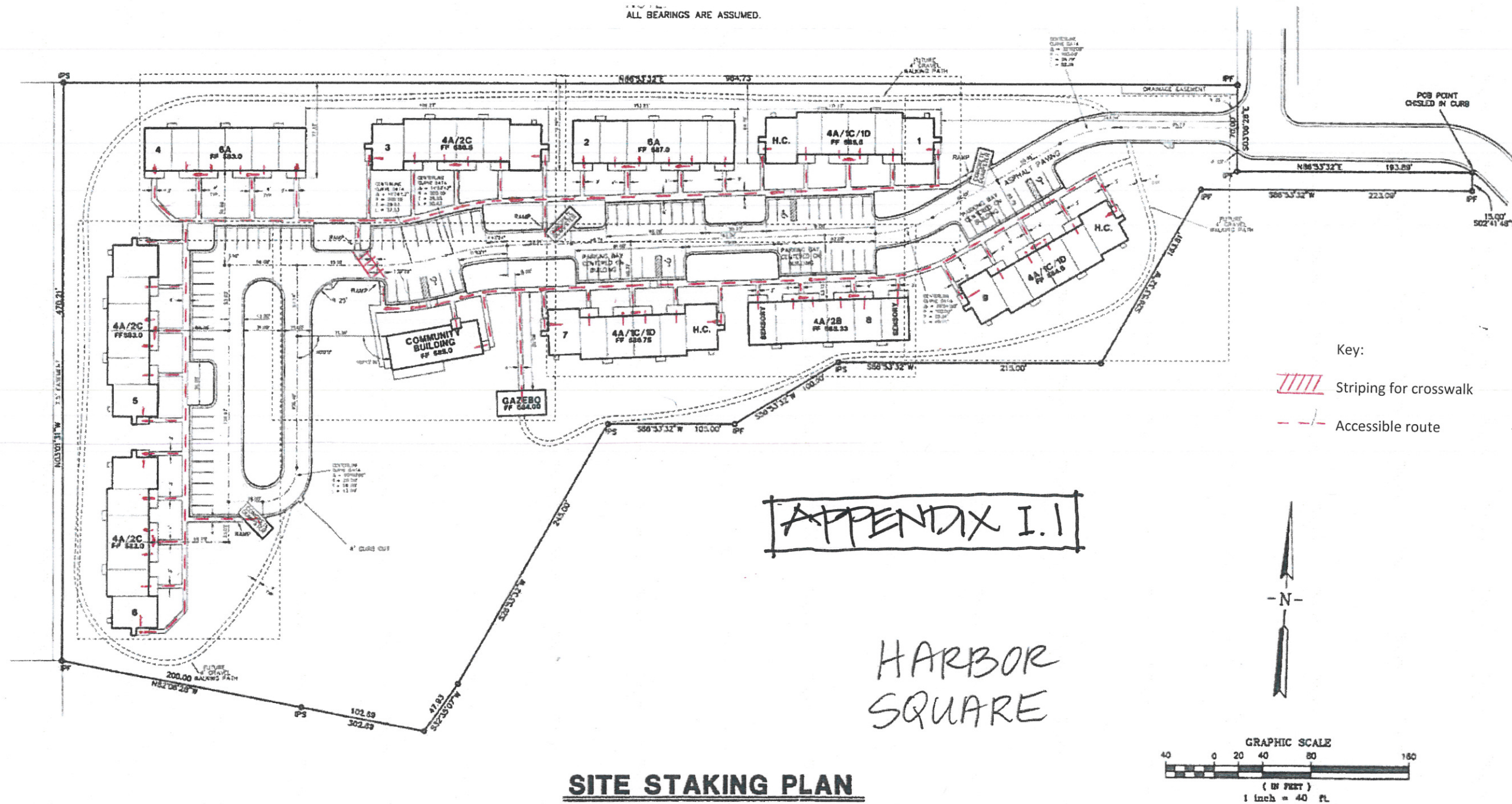
- D. Retrofit to extend the floor finish under the removable base cabinet under the sink and insulate pipes. [UFAS 4.34.6.1]
- E. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48" above the matching finished floor. [UFAS 4.34.6.4]
- F. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- G. See Interior Retrofit Inspection Protocol for retrofits at Interior Side of Entry Door Thresholds

DOCS/1587066.1

**APPENDIX I.1**

**HARBOR SQUARE APARTMENTS  
ROUTE MAP**

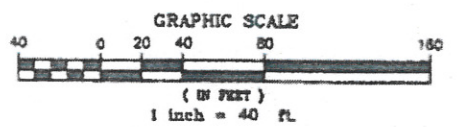
ALL BEARINGS ARE ASSUMED.



APPENDIX I.1

HARBOR SQUARE

**SITE STAKING PLAN**



## APPENDIX I.2

### PUBLIC AND COMMON USE RETROFITS AT HARBOR SQUARE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Harbor Square Apartments, LTD will retrofit the public and common use areas at Harbor Square 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Harbor Square Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Harbor Square Apartments, LTD will make the following retrofits to the Community Building/Leasing Office:
  - A. Retrofit the door hardware on the interior and exterior doors to the building so that it they have lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - B. Retrofit so that thermostat is within reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI 1986, Sections 4.2.5, 4.2.6.
  - C. Retrofit by mounting the sign with raised and brailed characters on the wall adjacent to the latch-side of the door designating the Leasing Center so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.
- IV. Allan Rappuhn, Harbor Square Apartments, LTD will make the following retrofits to the Community Building Kitchen:
  - A. Retrofit so that exposed hot water and drain pipes under the community kitchen sink are insulated or otherwise covered in compliance with ANSI 1986, Section 4.19.4.
  - B. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [ANSI 1986 Section 4.303]
- V. Allan Rappuhn, Harbor Square Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit by adding a 3" x 60" area to the landing at the exterior side of

the Laundry Room door to provide 18" clear maneuvering space at the pull-side, latch-side of the door. ANSI 1986, Section 4.13.6.

- B. Retrofit so that thermostat is 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 1986, Sections 4.2.5, 4.2.6.
- C. Retrofit by providing one front-loading washer. UFAS 4.34.7.3. (Not required by FHA)

VIII. Allan Rappuhn; Harbor Square Apartments, LTD will make the following retrofits to the Community Building/Leasing Office Unisex Bathroom:

- A. Retrofit by mounting the sign with raised and brailled characters on the wall adjacent to the latch-side of the door designating the Leasing Center so that the centerline of the sign is 60" above the matching finished floor in compliance with ADA Standard 4.30.

### APPENDIX I.3

#### INTERIOR RETROFITS AT HARBOR SQUARE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Harbor Square Apartments, LTD will retrofit the interiors of the units at Harbor Square 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of three (3) unit types; (1) Apartment #14, a 1 bedroom, 1 bathroom unit; (2) Apartment #42, a 2 bedroom, 1 bathroom unit; and (3) Apartment #13 a 2 bedroom, 1 bathroom HC unit. The retrofits for each unit type are listed in Sections II through IV.
- II. Allan Rappuhn, Harbor Square Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #14.
  - A. See Interior Retrofit Inspection Protocol for retrofits for Thermostat Height and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Harbor Square Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #42:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Thermostat Height.
- IV. Allan Rappuhn, Harbor Square Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom HC unit at Apartment #13:
  - 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 shelves in the bathroom linen closet in the bathroom and the closet in bedroom 1 are no more than 54” above the floor for a side reach, 48” above the floor for a forward reach. [UFAS 4.34.2]
  - C. Retrofit so that the location of the toilet paper dispenser in the bathroom is a minimum of 19” above the matching finished floor and a maximum of 36” from the rear wall. [UFAS 4.34.5.2(3), Fig. 47(b)]
  - D. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Hall Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]

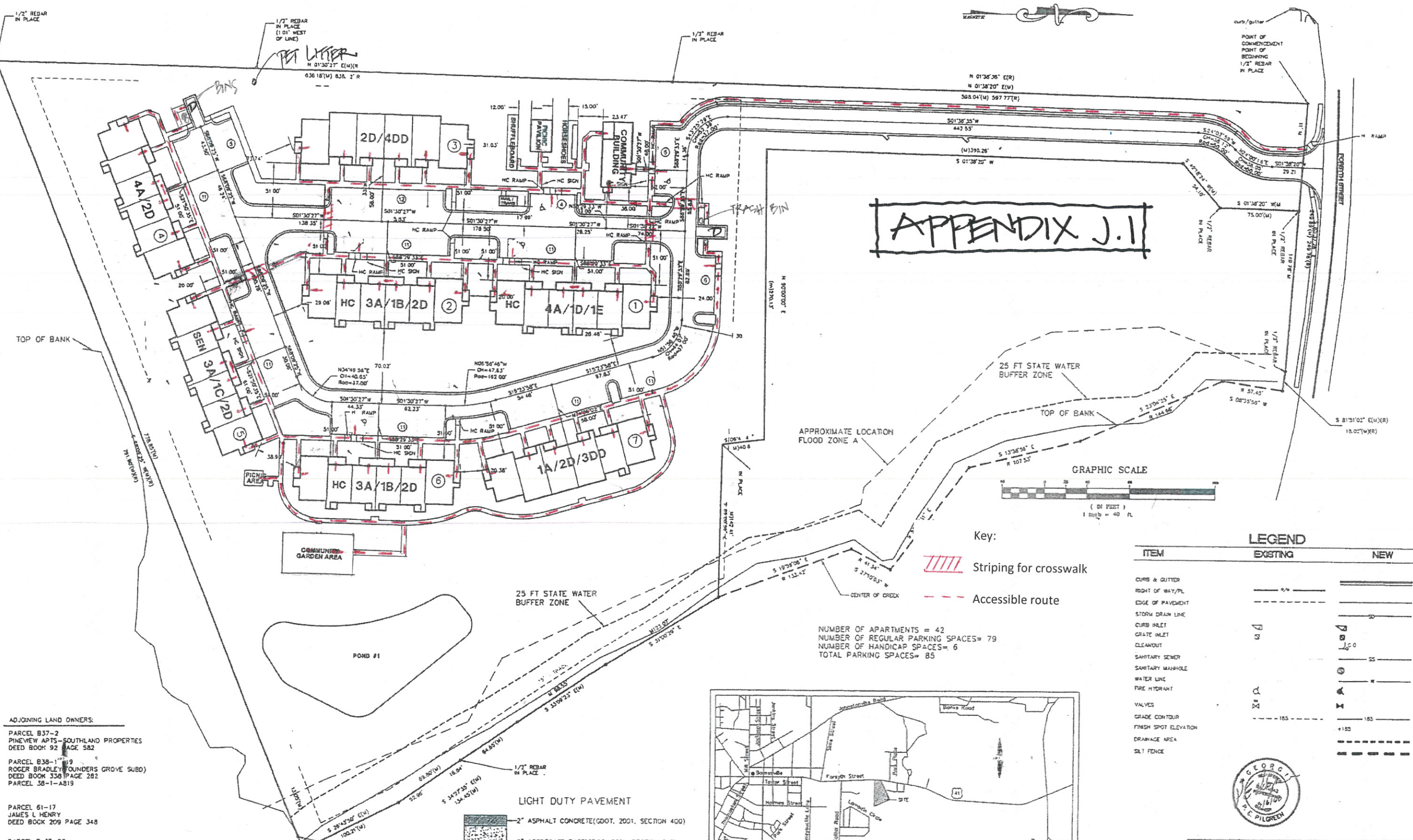
- E. Retrofit so that grab bars in the bathtub comply with UFAS Fig. 34 and grab bars are a maximum of 12” from the rear wall and a maximum of 15” from the head wall. [UFAS 4.20.4]
- F. Retrofit so that grab bars at the toilet in the bathroom are installed to comply with UFAS Fig. 29. [UFAS 4.16.4]
- G. Retrofit so that there is one 30” section of the kitchen counter for a work surface that provides a 30” x 48” clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
- H. Retrofit so that faucet controls in kitchen are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. [UFAS 4.27.4]
- I. Retrofit so that there is a self-cleaning oven because existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7]
- J. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48” above the matching finished floor. [UFAS 4.34.6.4]
- K. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- L. See Interior Retrofit Inspection Protocol for retrofits for Thermostat Heights.



**APPENDIX J.1**

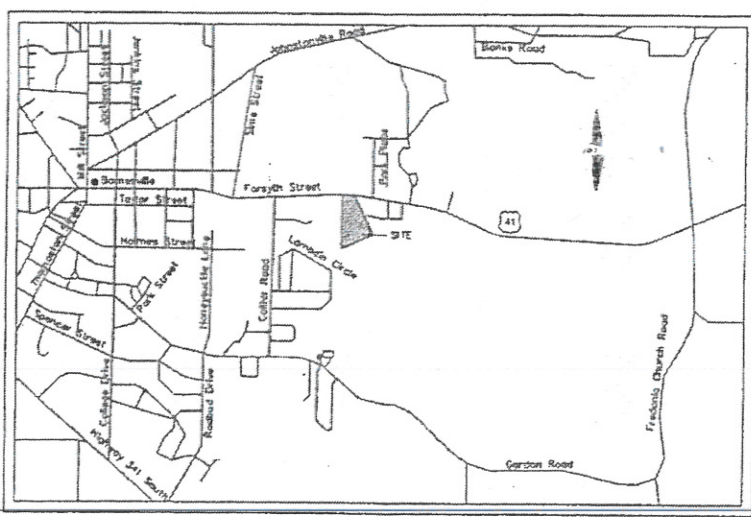
**VILLAS ON FORSYTH APARTMENTS  
ROUTE MAP**

# APPENDIX J.1



ADJOINING LAND OWNERS:  
 PARCEL B37-2  
 PINEVIEW APTS-SOUTHLAND PROPERTIES  
 DEED BOOK 92 PAGE 582  
 PARCEL B38-1  
 ROGER BRADLEY FOUNDERS GROVE SUBD  
 DEED BOOK 338 PAGE 282  
 PARCEL 38-1-A819  
 PARCEL B1-17  
 JAMES L HENRY  
 DEED BOOK 209 PAGE 348  
 PARCEL B 37-26  
 VERNON GILBERT  
 DEED BOOK 142 PAGE 444  
 PARCEL B37-5  
 BARNESVILLE EAST  
 DEED BOOK 111 PAGE 336

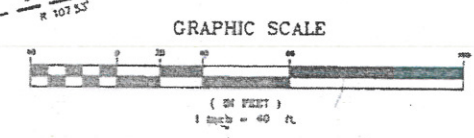
- LIGHT DUTY PAVEMENT**
- 2" ASPHALT CONCRETE(GDOT, 2001, SECTION 400)
  - 6" AGGREGATE BASE(GDOT, 2001, SECTION 815) COMPACTED TO 100% OF THE MODIFIED PROCTOR(ASTM D-1557) MAX DRY DENSITY
- HEAVY DUTY PAVEMENT**
- 3" ASPHALT CONCRETE(GDOT, 2001, SECTION 400)
  - 8" AGGREGATE BASE(GDOT, 2001, SECTION 815) COMPACTED TO 100% OF THE MODIFIED PROCTOR(ASTM D-1557) MAX DRY DENSITY



NOT TO SCALE

- Key:
- Striping for crosswalk
  - Accessible route

NUMBER OF APARTMENTS = 42  
 NUMBER OF REGULAR PARKING SPACES = 79  
 NUMBER OF HANDICAP SPACES = 6  
 TOTAL PARKING SPACES = 85



ITEM	LEGEND	
	EXISTING	NEW
CURB & GUTTER		
RIGHT OF WAY/PL		
EDGE OF PAVEMENT		
STORM DRAIN LINE		
CURB INLET		
GRATE INLET		
CLEANOUT		
SANITARY SEWER		
SANITARY MANHOLE		
WATER LINE		
FIRE HYDRANT		
VALVES		
GRADE CONTOUR		
FINISH SPOT ELEVATION		
DRAINAGE AREA		
SILT FENCE		



SHEET TITLE: <b>Staking Plan</b>		
PROJECT: <b>The Villas on Forsyth Barnesville, Georgia</b>		
<b>PE PILGREEN ENGINEERING, INC.</b> 10270 Highway 80 East, Montgomery, Alabama 36117 TEL: (334) 272-2697 FAX: (334) 244-8518		
DESIGNED BY: JPJ	DRAWN BY: JPJ	CHECKED BY: PEP
DATE: 01-30-08	SCALE: 1" = 40'	FILENAME: 07-562
DATE: 04-08-08	DATE: 05-06-08	SHEET 1 OF 12

**APPENDIX J.2**

**PUBLIC AND COMMON USE RETROFITS AT VILLAS ON FORSYTH APARTMENTS**

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will retrofit the public and common use areas at Villas at Forsyth 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- III. Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will make the following retrofits to the Community Building/Leasing Office Bathrooms:
  - A. Retrofit so that the hardware on the Men's and Women's bathroom door locks have lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - B. Retrofit so that the sidewall and rear toilet grab bars are in compliance ADA 4.17.6; ANSI 1986, Section 4.17.6.

**APPENDIX J.3**

**INTERIOR RETROFITS AT VILLAS ON FORSYTH APARTMENTS**

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will retrofit the interiors of the units at Villas at Forsyth 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of five (5) unit types: (1) Apartment #102, a 1 bedroom, 1 bathroom unit; (2) Apartment #605, a 2 bedroom, 1 bathroom unit (Type D); (3) Apartment #607, a 2 bedroom, 1 bathroom unit (Type DD); (4) Apartment #503, a 1 bedroom, 1 bathroom HC/UFAS unit; and (5) Apartment #110, a 2 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through VI:
  
- II. Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will make the following retrofits to the 1 Bedroom unit types that are of the same type as the unit surveyed at Apartment #102:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
  
- III. Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #607 (Type DD):

[reserved]
  
- IV. Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP 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 #503:
  - A. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]
  - B. Retrofit so that grab bars at the toilet in the bathroom are installed to comply with UFAS Fig. 29. [UFAS 4.16.4]
  - C. Retrofit so that there is one 30” section of the kitchen counter for a work

surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]

- D. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- V. Allan Rappuhn, Gateway Construction Corporation, Gateway Properties, LLC, Gateway Development Corporation, Villas on Forsyth, LP will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment #110:
- A. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]
  - B. Retrofit so that grab bars at the toilet in the bathroom are installed to comply with UFAS Fig. 29. [UFAS 4.16.4]
  - C. Retrofit so that grab bars in the bathtub comply with UFAS Fig. 34 and grab bars are a maximum of 12" from the rear wall and a maximum of 15" from the head wall. [UFAS 4.20.4]
  - D. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
  - E. 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 K.1**

**SULLIVAN VILLAGE APARTMENTS  
ROUTE MAP**

OWNER:  
RONALD & KAREN GARNER  
213 BROOK DRIVE  
MUSCLE SHOLES AL 35661  
DEED BOOK 529 PAGE 41

(R) N 83°17'06" E R 593.15'  
(M) N 83°17'06" E M 593.06'

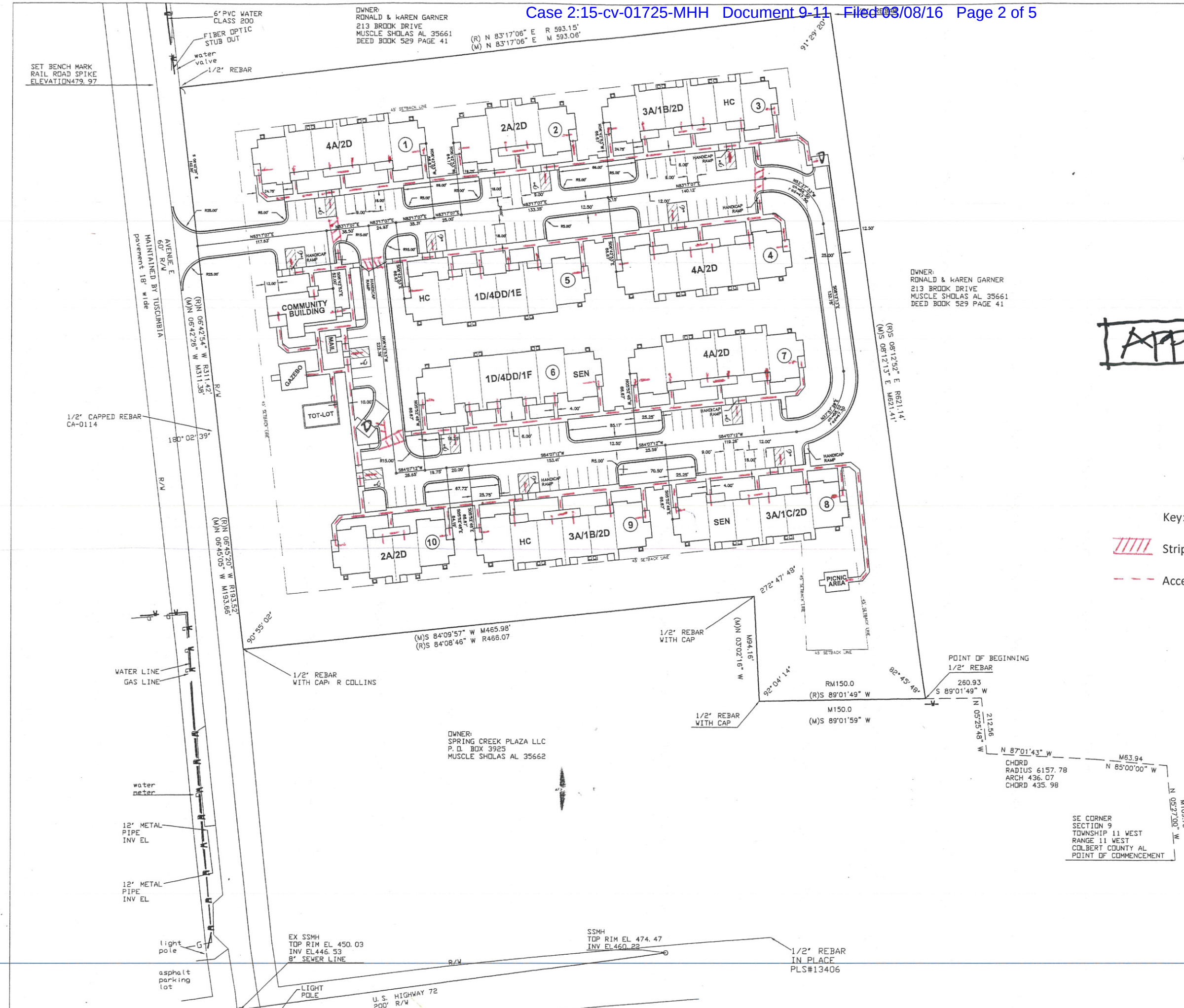
ITEM	LEGEND	
	EXISTING	NEW
CURB & GUTTER		
RIGHT OF WAY/PL		
EDGE OF PAVEMENT		
STORM DRAIN LINE		
CURB INLET		
GRATE INLET		
CLEANOUT		
SANITARY SEWER		
SANITARY MANHOLE		
WATER LINE		
FIRE HYDRANT		
VALVES		
GRADE CONTOUR		
FINISH SPOT ELEVATION		
DRAINAGE AREA		
SILT FENCE		
INLET PROTECTION		

MAGNETIC

**APPENDIX K.1**

Key:

- Striping for crosswalk
- Accessible route

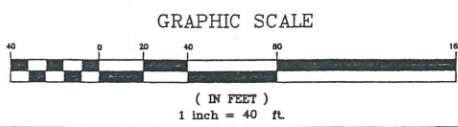


OWNER:  
RONALD & KAREN GARNER  
213 BROOK DRIVE  
MUSCLE SHOLES AL 35661  
DEED BOOK 529 PAGE 41

(R) S 08°12'52" E R 621.14'  
(M) S 08°12'13" E M 621.41'

OWNER:  
SPRING CREEK PLAZA LLC  
P. O. BOX 3925  
MUSCLE SHOLES AL 35662

SE CORNER  
SECTION 9  
TOWNSHIP 11 WEST  
RANGE 11 WEST  
COLBERT COUNTY AL  
POINT OF COMMENCEMENT



SHEET TITLE:  
**Site Plan**

PROJECT:  
**Sullivan Village Apartments  
Tuscumbia, Colbert Co., Alabama**

**PE PILGREEN ENGINEERING, INC.**  
10270 Highway 80 East, Montgomery, Alabama 36117  
TEL: (334) 272-2697 FAX: (334) 244-8618

DESIGNED BY: CAB	DRAWN BY: MTB	CHECKED BY: PEP
DATE: 9-23-11	SCALE: 1" = 40'	FILENAME: 11-538
REV: 12-7-11	REV: 12-13-11	SHEET C1 OF 7



## APPENDIX K.2

### **PUBLIC AND COMMON USE RETROFITS AT SULLIVAN VILLAGE APARTMENTS**

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will retrofit the public and common use areas at Sullivan Village 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 Americans with Disabilities Act, and the ADA Standards.
  
- II. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.



### APPENDIX K.3

#### INTERIOR RETROFITS SULLIVAN VILLAGE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will retrofit the interiors of the units at Sullivan Village 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of five (5) unit types: (1) Apartment #3C, a 1 bedroom, 1 bathroom unit; (2) Apartment #4J, a 2 bedroom, 2 bathroom unit (Type D); (3) Apartment #3I, a 2 bedroom, 1 bathroom unit (Type DD); and (4) Apartment #5H, a 1 bedroom, 1 bathroom HC/UFAS unit; and (5) Apartment #6B, a 2 bedroom, 1 bathroom HC/UFAS unit. The retrofits for each unit type are listed in Sections II through VI:
  
- II. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #3C.  
  
[Reserved]
  
- III. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #4J (Type D):
  - A. Retrofit the bathroom linen closet by extending the shelves forward so that they are flush with the interior-side of the doorframe. [FHAG, Req. #3, guide (2). FHDM pp. 3.14]
  
- IV. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #3I (Type DD):  
  
[Reserved]
  
- V. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will make the following retrofits to the 1 bedroom, 1 bathroom HC/UFAS unit at Apartment #5H:
  - A. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Hall Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]

B. Retrofit so that there is one 30” section of the kitchen counter for a work surface that provides a 30” x 48” clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]

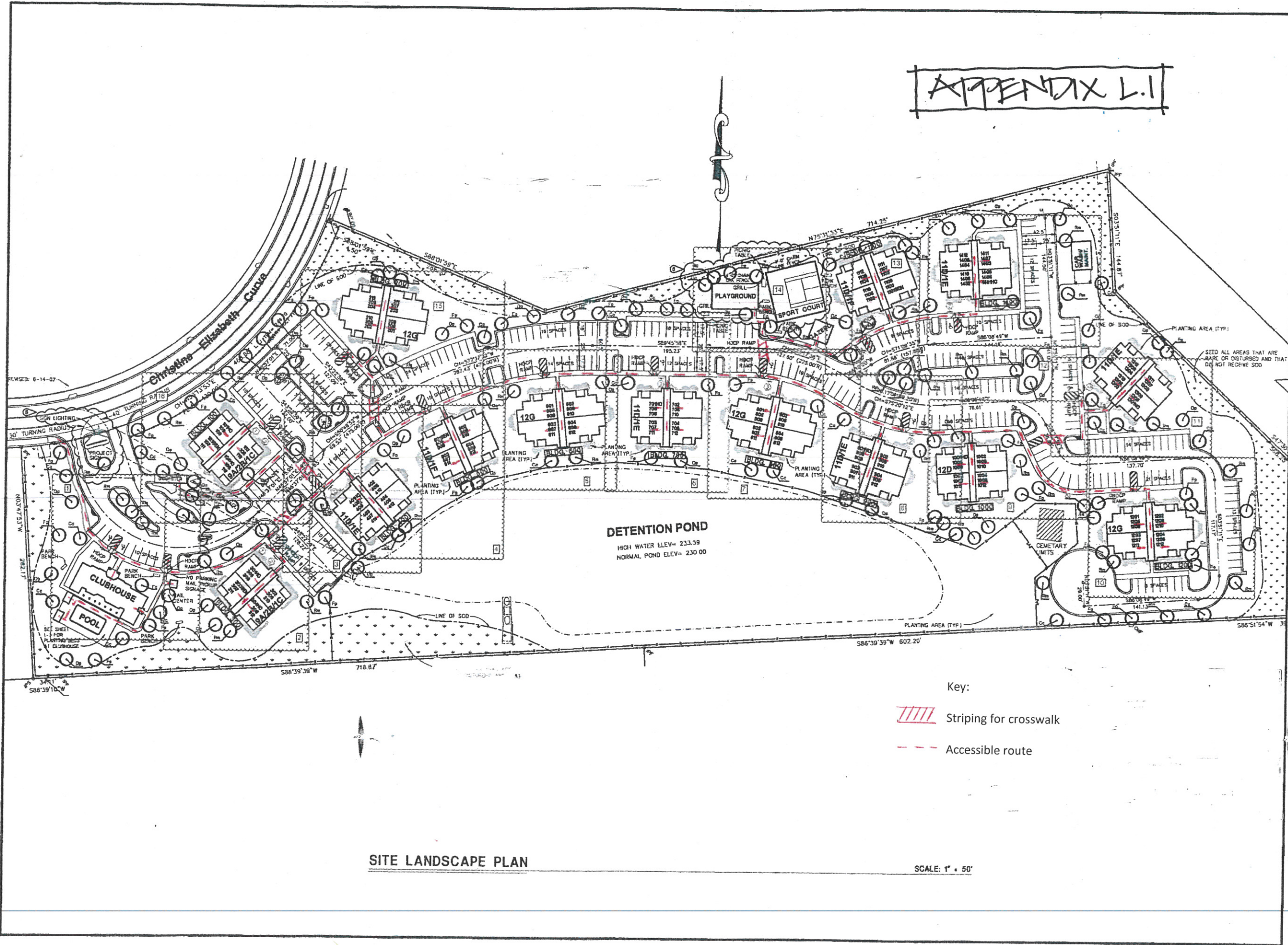
VI. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Sullivan Village Apartments, LTD will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit at Apartment #6B:



- A. Retrofit so that there is one 30” section of the kitchen counter for a work surface that provides a 30” x 48” clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
- B. Retrofit so that the control for the fan hood over the range is in a compliant location. [UFAS 4.27.3]
- C. Retrofit so that there is a self-cleaning oven because existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7]
- D. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48” above the matching finished floor. [UFAS 4.34.6.10]

**APPENDIX L.1**

**LIBERTY SQUARE APARTMENTS  
ROUTE MAP**

APPENDIX L.1



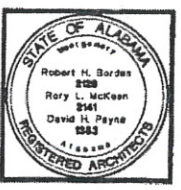
Key:  
 Striping for crosswalk  
 Accessible route

SITE LANDSCAPE PLAN



SCALE: 1" = 50'

**BORDEN MCKEAN & PAYNE**  
 ARCHITECTS · MONTGOMERY, ALABAMA

**LIBERTY SQUARE APARTMENTS**  
 MONTGOMERY, ALABAMA



Sheet Title:  
 SITE LANDSCAPE PLAN

Project No:	02-214
Date:	2-5-02
Revised:	04-17-02
 06-26-02	04-30-02
 08-12-02	05-15-02
Drawn By:	ESG, HAM
Checked By:	RLM
Sheet No:	<b>L-1</b>
Sequence 26 of 38	

Borden, McKean & Payne Architects, 1501 F. Projects/Housing/Residences 143/Alabama 2002/14/Mjpm-02/214/Mjpm-02/214.dwg DATE DEC 10, 2002 TIME 10:13 AM

**APPENDIX L.2**

**PUBLIC AND COMMON USE RETROFITS AT LIBERTY SQUARE APARTMENTS**

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will retrofit the public and common use areas at Liberty Square 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- III. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will retrofit by providing an ANSI-compliant clear maneuvering space at the entrance to the Leasing Office/Clubhouse that slopes no more than 2% in any direction, and providing a compliant route to the ANSI-compliant space. [ADA Standard 4.13.6 and ANSI 4.13.6]
- IV. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make retrofits to the Copier Room by providing lever hardware on the door in compliance with ANSI 1986, Section 4.13.9.
- V. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit the door hardware on the door to the Laundry Room so that it has lever hardware in compliant with ANSI 1986, Section 4.13.9.
  - B. Retrofit by ensuring signage for Laundry Room is compliant with ANSI 1986, Section 4.28.
  - C. Retrofit by providing a ANSI-compliant clear maneuvering space at the exterior entrance to the Laundry Room that slopes no more than 2% in any direction, and provide a compliant route to the ANSI-compliant space. [ANSI 1986, Section 4.13.6]
  - D. Retrofit so that emergency telephone near the exterior side of the Laundry Room door is mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ANSI 1986, Section 4.25.3]
- VI. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the Leasing Office Unisex-Bathroom:

- A. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA Standard 4.17.6 and ANSI 1986, Section 4.17.6.
  - B. Retrofit so that the toilet paper dispenser is a minimum of 19” above the matching finished floor at a maximum of 36” from the rear wall in compliance with ADA Standard 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).
- VII. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the Exercise Room and Exercise Room Bathroom:
- A. Retrofit by providing signage for the Exercise Room Bathroom in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Exercise Room Bathroom by providing a lock that has lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the Exercise Room Bathroom has sidewall and rear toilet grab bars in compliance ANSI 1986, 4.17.6.
  - D. Retrofit by installing permanent signage directing a wheelchair user to the Leasing Office Unisex-Bathroom and ensuring that there is an accessible route to the Unisex bathroom is available during the Exercise Room’s open hours.
  - E. Retrofit by providing a ANSI-compliant clear maneuvering space at the exterior entrance to the Exercise Room and Exercise Room Bathroom that slopes no more than 2% in any direction, and provide a compliant route to the ANSI-compliant space. [ANSI 1986, Section 4.13.6]
  - F. Retrofit the door hardware on the exterior and interior side of the exterior door to the corridor to the Exercise Room and Exercise Room Bathroom so that it has lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - G. Retrofit the door hardware on the exterior and interior side of the exterior door to the Exercise Room so that it has lever hardware in compliance with ANSI 1986, Section 4.13.9.
- VIII. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the Pool Bathrooms:
- A. Retrofit by providing compliance signage for the Men’s and Women’s Bathrooms in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit so that the sidewall and rear toilet grab bars in the Men’s and Women’s Bathrooms are in compliance ANSI 1986, Section 4.17.6.
  - C. Retrofit so that the toilet paper dispensers in the Men’s and Women’s Bathrooms are a minimum of 19” above the matching finished floor at a maximum of 36”

from the rear wall in compliance with ANSI 1986, Section 4.16.6, Fig.29(b).

- D. Retrofit so that emergency switches in the Men's and Women's bathrooms are mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ANSI 1986, Section 4.25.3]
  - D. Retrofit so that the flush control in the Women's Bathroom is mounted on the open side in compliance with ANSI 1986, Section 4.16.5.
  - E. Retrofit so that soap dispensers in the Men's and Women's Bathrooms are mounted for a forward approach at no higher than 48" above the floor. [ANSI 1986, Section 4.25.3]
  - F. Retrofit the abrupt level change at the threshold to the entrance of the Men's bathroom by installing a bevel at a 1:2 ratio. ANSI 1986, Section 4.5.2
  - G. Retrofit by providing a ANSI-compliant clear maneuvering space at the entrance to the Women's Bathroom that slopes no more than 2% in any direction, and provide a compliant route to the ANSI-compliant space. [ANSI 1986, Section 4.13.6]
- IX. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the Common Kitchen:
- A. Lower sink in the Common Kitchen so that the sink rim is no higher than 34" above the matching finished floor. [ANSI 1986, Section 4.19.2.2]

**APPENDIX L.3**

**INTERIOR RETROFITS AT LIBERTY SQUARE APARTMENTS**

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will retrofit the interiors of the units at Liberty Square 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of four (4) unit types: (1) Apartment #303, a 1 bedroom, 1 bathroom unit; (2) Apartment #902, a 2 bedroom, 2 bathroom unit; (3) Apartment #301, a 1 bedroom, 1 bathroom HC unit; and (4) Apartment #1301, a 2 bedroom, 2 bathroom HC unit. The retrofits for each unit type are listed in Sections II through V:
- II. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD 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 #303.
  - A. Retrofit so that there is a 30" x 48" clear floor space beyond the in-swing of the door in the bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #902:
  - A. Retrofit so that there is a 30" x 48" clear floor space beyond the in-swing of the door in the Master Bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Location of Bathroom Lavatories.
- IV. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD 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 #301:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- V. Allan Rappuhn, Gateway Construction Corporation, Liberty Square Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #1301:



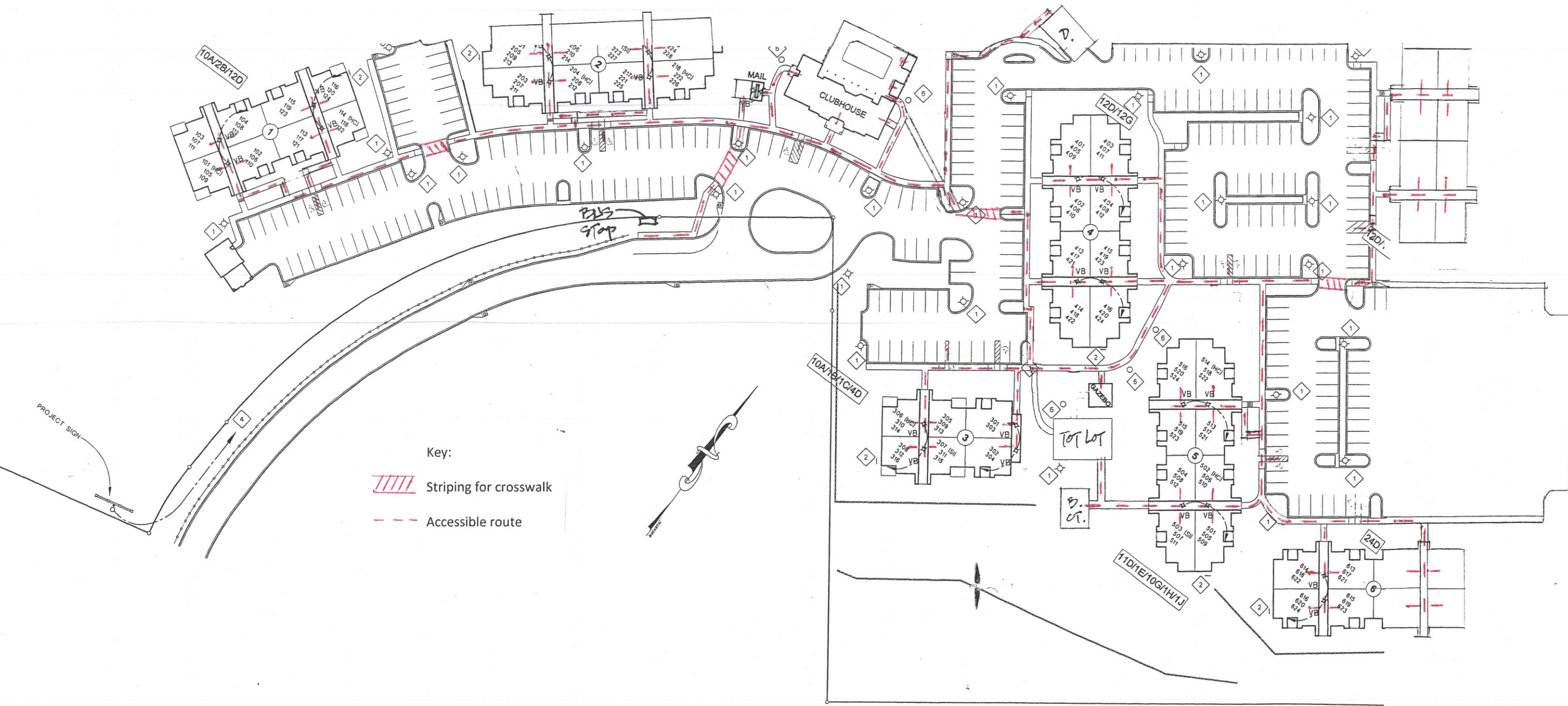
- A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.

DOCS/1587143.1

**APPENDIX M.1**

**THE PARK AT ROCKY RIDGE APARTMENTS  
ROUTE MAPS**

APPENDIX M.1



Key:  
Striping for crosswalk  
Accessible route

## APPENDIX M.2

### PUBLIC AND COMMON USE RETROFITS AT THE PARK AT ROCKY RIDGE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will retrofit the public and common use areas at The Park at Rocky Ridge 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.-
- III. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the Laundry Room:
- IV. Retrofit by providing an ANSI-compliant landing at the exterior-side of the Laundry Room door that has an abrupt level change no higher than ¼" or no higher than ½" beveled 1:2. Ensure that the ANSI-compliant landing slopes no more than 2% in any direction. Provide an ANSI-compliant accessible route to the landing. [ANSI 1986, Section 4.13]
- V. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the Leasing Office Men's and Women's Bathrooms:
  - A. Retrofit by providing signage for the Bathroom doors in compliance with ADA Standard 4.30 and ANSI 1986, Section 4.28.
  - B. Retrofit the Bathroom doors by providing locks that have lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that there is pipe insulation under the lavatories in the Bathrooms. [ADA 4.19.4; ANSI 1986 Section 4.19.4]
  - D. Retrofit so that the Bathrooms have sidewall and rear toilet grab bars in compliance with ADA Standard 4.17.6 and ANSI 1986, Section 4.17.6.
  - E. Retrofit so that the toilet paper dispensers in the Bathrooms are a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).

- F. Retrofit so that there is a route inside the Bathrooms that slopes no more than 2% in any direction. ADA Standard 4.3 and ANSI 1986, Section 4.3.
- VI. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the Exercise Room and Exercise Room Bathroom:
- A. Retrofit by ensuring the signage for the Exercise Room and Exercise Room Bathroom is compliant with ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Exercise Room Bathroom so that it has lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the Exercise Room Bathroom has sidewall and rear toilet grab bars in compliance ANSI 1986, 4.17.6.
  - D. Retrofit so that the toilet paper dispenser in the Bathroom is a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ANSI 1986, Section 4.16.6, Fig.29(b).
  - E. Retrofit so that there is a route inside the Bathroom that slopes no more than 2% in any direction. ANSI 1986, Section 4.3.
  - F. Retrofit by providing an ANSI-compliant landing at the exterior-side of the door to the Exercise Room corridor that has an abrupt level change no higher than ¼" or no higher than ½" beveled 1:2. Ensure that the ANSI-compliant landing slopes no more than 2% in any direction. Provide an ANSI-compliant accessible route to the landing. [ANSI 1986, Section 4.13]
- VII. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the pool bathrooms:
- A. Retrofit by providing signage for the Men's and Women's Bathrooms in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Men's and Women's Bathrooms by providing a lock that has lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the sidewall and rear toilet grab bars in the Men's and Women's Bathrooms are in compliance with ANSI 1986, 4.17.6.
  - D. Retrofit so that the toilet paper dispensers in the Men's and Women's Bathrooms are a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ANSI 1986, Section 4.16.6, Fig.29(b).
  - E. Retrofit so that the flush control in the Women's Bathroom is mounted on the open side in compliance with ANSI 1986, Section 4.16.5.

- F. Retrofit by providing a ANSI-compliant clear maneuvering space at the entrance to the Women's Bathroom that slopes no more than 2% in any direction, and provide a compliant route to the ANSI-compliant space. [ANSI 1986, Section 4.13.6]
  - G. Retrofit by providing a ANSI-compliant clear maneuvering space at the entrance to the Men's Bathroom that slopes no more than 2% in any direction, and provide a compliant route to the ANSI-compliant space. [ANSI 1986, Section 4.13.6]
  - H. Retrofit so that the routes inside the Men's and Women's Bathrooms slope no more than 2% in any direction. [ANSI 1986, Section 4.3]
  - I. Retrofit so that emergency telephone on the pool deck is mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ANSI 1986, Section 4.25.3]
- VIII. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the Common Kitchen:
- A. Lower the sink in the Common Kitchen so that the sink rim is no higher than 34" above the matching finished floor. [ANSI 1986, Section 4.19.2.2]
  - B. Retrofit the Common Kitchen sink so that the faucet controls do not require twisting or pinching of the wrist to operate. [ANSI 1986, Section 4.25.4]

### APPENDIX M.3

#### INTERIOR RETROFITS AT THE PARK AT ROCKY RIDGE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will retrofit the interiors of the units at The Park at Rocky Ridge Apartments (PRRA) 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of 6 (six) unit types: (1) Apartment #3613, a 1 bedroom, 1 bathroom unit; (2) Apartment #3617, a 2 bedroom, 2 bathroom unit; (3) Apartment #3118, a 3 bedroom, 2 bathroom unit; (4) Apartment #3316, a 1 bedroom, 1 bathroom HC unit; (5) Apartment #3112, a 2 bedroom, 2 bathroom HC unit; and (6) Apartment #3511, a 3 bedroom, 2 bathroom HC unit. The retrofits for each unit type are listed in Sections II through VI:
- II. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD 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 #3613.
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Location of Bathroom Lavatories.
- III. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #3617:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- IV. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #3118:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- V. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the 1 bedroom, 1 bathroom HC unit types that are of the same type as the HC unit surveyed at Apartment #3316:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- VI. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the HC unit surveyed at Apartment #3112:

- A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- VII. Allan Rappuhn; Gateway Construction Corporation; The Park at Rocky Ridge, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the HC unit surveyed at Apartment #3511:
- A. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Hall Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]
  - B. Retrofit so that grab bars at the toilet in the Hall Bathroom are installed to comply with UFAS Fig. 29. [UFAS 4.16.4]
  - C. Retrofit so that there is one 30” section of the kitchen counter for a work surface that provides a 30” x 48” clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
  - D. Retrofit so that faucet controls for the kitchen sink are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. [UFAS 4.27.4]
  - E. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.



**APPENDIX N.1**

**LAKESHORE CROSSING APARTMENTS  
ROUTE MAPS**



APPENDIX N.1

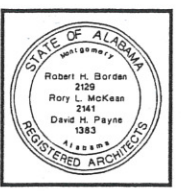
Key:

- Striping for crosswalk
- Accessible route

Borden, McKean & Payne, Architects, 2015/02/11 - Hunt - 02-221 (Landscape) - DATE: DEC 20, 2012 TIME: 3:28 PM



**LAKESHORE CROSSING APARTMENTS**  
HUNTSVILLE, ALABAMA



Sheet Title:  
LANDSCAPE SITE PLAN

Project No:	02-221
Date:	12-18-02
Revised:	01-06-03
	4-24-03
	06-18-03
Drawn By:	ESG, HAM
Checked By:	RLM

Sheet No:

**L-1**

**APPENDIX N.2**

**PUBLIC AND COMMON USE RETROFITS AT LAKESHORE CROSSING APARTMENTS**

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will retrofit the public and common use areas at Lakeshore Crossing 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- III. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will retrofit by providing an ANSI 1986-compliant threshold at the clubhouse/office entrance in compliance with the Remediation Protocol.
- IV. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will retrofit by reversing the swing of the door to the Copier Room and Conference Room so that the door swings out into Community Room and so that there is compliant clear maneuvering space at the pull-side latch side in compliance with ANSI 1986, Section 4.13.6.
- V. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will retrofit by lowering the emergency eye washing station in the Clubhouse to 54" above the floor for a side approach or 48" above the floor for a forward in compliance with ANSI 1986, Section 4.2.
- VI. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit by ensuring the signage for the Laundry Room is compliant with ANSI 1986, Section 4.28.
  - B. Retrofit so that there is a ANSI-compliant clear maneuvering space at the exterior door to the Laundry Room that slopes no more than 2% in any direction, that provides for 18" clear maneuvering space at the pull-side, latch-side, and that has an abrupt level change no greater than ¼" or ½" beveled 1:2. [ANSI 1986, Section 4.13, 4.3]
- VII. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the Exercise Room and Exercise Room

Bathroom:

- A. Retrofit by providing signage for the Exercise Room Bathroom in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Exercise Room Bathroom by providing a lock that has lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the Exercise Room Bathroom has sidewall and rear toilet grab bars in compliance with ANSI 1986, Section 4.17.6.
  - D. Install permanent signage directing a wheelchair user to the Leasing Office Unisex-Bathroom and ensuring that there is an accessible route to the unisex bathroom is available during Exercise Room open hours.
- VIII. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the Men's and Women's Pool Bathrooms:
- A. Retrofit by providing signage for the Men's and Women's Bathrooms in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit so that the sidewall and rear toilet grab bars in the Men's and Women's Bathrooms are in compliance with ANSI 1986, Section 4.17.6.
  - C. Retrofit the Men's and Women's toilet by moving them 2" toward the side wall using an offset toilet flange to comply with ANSI 1986, Section 4.17.
  - D. Retrofit so that emergency switch in the Women's Bathroom is mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ANSI 1986, Section 4.25.3]
  - H. Retrofit so that the flush control in the Women's Bathroom is mounted on the open side in compliance with ANSI 1986, Section 4.16.5.
  - I. Retrofit so that paper towel dispensers in the Men's and Women's Bathrooms are mounted for a forward approach at no higher than 48" above the floor. [ANSI 1986, Section 4.25.3]
  - J. Retrofit by providing ANSI 1986-compliant threshold at the entrances to the Men's and Women's bathrooms in compliance with ANSI 1986, Section 4.5.2.
  - K. Retrofit by providing a ANSI-compliant clear maneuvering space at the entrance to the Men's and Women's Bathroom that slopes no more than 2% in any direction, and provide a compliant route to the ANSI compliant space. [ANSI 1986, Section 4.13.6]
- IX. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the Common Kitchen:

- A. Lower sink in Common Kitchen so that the sink rim is no higher than 34" above the matching finished floor. [ANSI 1986, 4.19.2.2]
- B. Retrofit the Common Kitchen sink so that the faucet controls do not require twisting or pinching of the wrist to operate. [ANSI 1986, Section 4.25.4]
- C. Retrofit so that there is pipe insulation under the Common Kitchen sink. [ANSI 1986 Section 4.19.4]

### APPENDIX N.3

#### INTERIOR RETROFITS AT LAKESHORE CROSSING APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will retrofit the interiors of the units at Liberty Square 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of five (5) unit types: (1) Apartment #112, a 1 bedroom, 1 bathroom unit; (2) Apartment #404, a 2 bedroom, 2 bathroom unit; (3) Apartment #704, a 3 bedroom, 2 bathroom unit; (4) Apartment #102, a 1 bedroom, 1 bathroom HC unit; and (5) Apartment #402, a 2 bedroom, 2 bathroom HC unit. The retrofits for each unit type are listed in Sections II through VI:
- II. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD 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 #112.
  - A. Retrofit so that there is a 30" x 48" clear floor space beyond the in-swing of the door in the bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds, Thermostat Heights, and Location of Bathroom Lavatories.
- III. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #404:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds, Thermostat Heights, and Location of Bathroom Lavatories.
- IV. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #704:
  - A. Retrofit so that there is a 30" x 48" clear floor space beyond the in-swing of the door in the Master Bathroom by reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Thermostat Heights.
- V. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing

Apartments, LTD 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 #102:

- A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Thermostat Heights and Location of Toilets.



VI. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom HC unit types that are of the same type as the unit surveyed at Apartment #402:

- A. Retrofit by providing insulated pipes under the sink in the Master Bathroom. [FHAG, Req. #7, FHDM p. 7.47]
- B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Thermostat Heights, Location of Toilets, and Location of Bathroom Lavatories.

**APPENDIX O.1**

**SHELLBROOKE POINTE APARTMENTS  
ROUTE MAP**



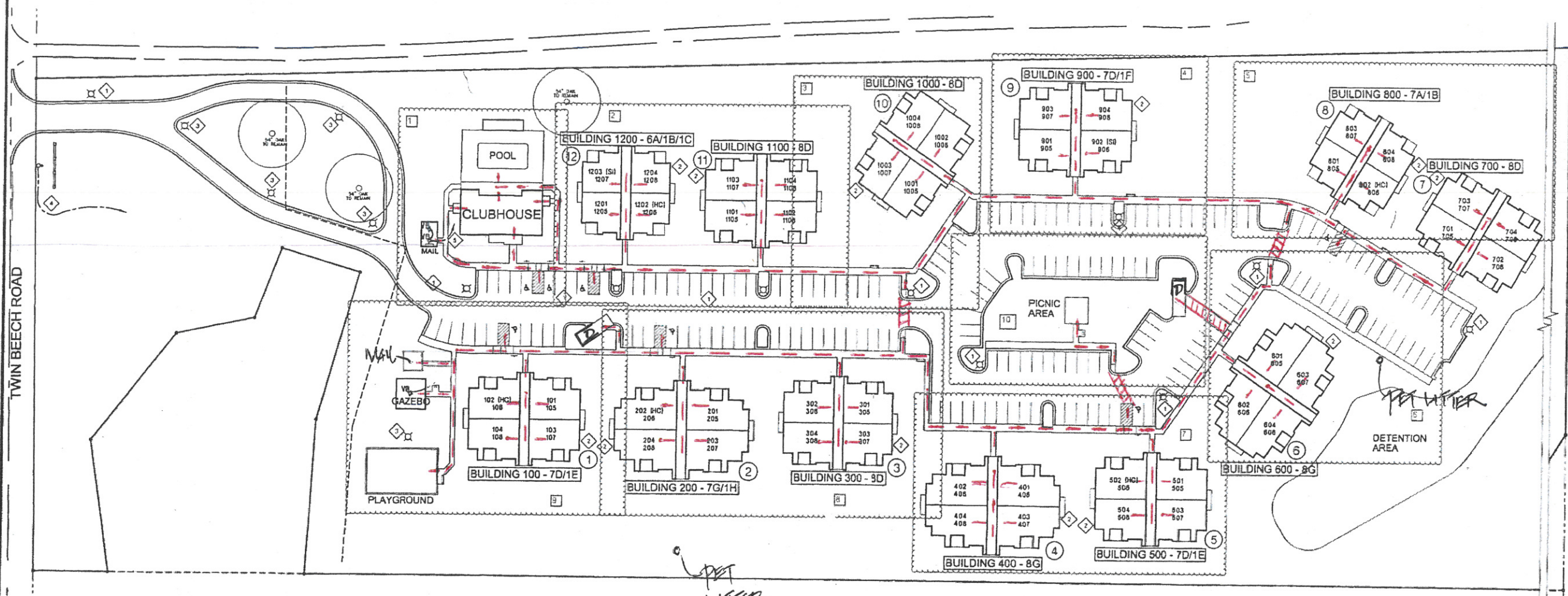
Key:  
 Striping for crosswalk  
 Accessible route

**LEGEND**

- ◆ GENERAL CONTRACTOR SHALL COORDINATE WITH THE LOCAL POWER COMPANY TO FURNISH AND INSTALL AREA LIGHTS AND POLE AS SELECTED BY OWNER. THE LIGHT SHALL BE EQUAL TO A GENERAL ELECTRIC 8-400 OUT-OF-LUMINAIRE WITH A 150W METAL HALIDE LAMP. THE MOUNTING HEIGHT OF THE LIGHT SHALL BE 25' ABOVE FINISH GRADE. ELECTRICAL SUBCONTRACTOR IS RESPONSIBLE FOR PROVIDING TRENCH AND CONDUIT. LOCAL POWER COMPANY TO PROVIDE AND PULL WIRE. IF THE POWER COMPANY IS NOT ABLE TO FURNISH AND INSTALL AREA LIGHTS AND POLES, THE CONTRACTOR SHALL FURNISH AND INSTALL THEM UNDER HIS CONTRACT.
- ◆ PROPOSED METER BANK LOCATION COORDINATE WITH LOCAL POWER COMPANY PRIOR TO INSTALLATION OF ELECTRICAL WORK FOR EXACT LOCATION OF METER BANKS.
- ◆ PROVIDE AND INSTALL DECORATIVE POLE LIGHTS AS SELECTED BY OWNER. COORDINATE POWER REQUIREMENTS WITH PANEL LOCATED AT THE COMMUNITY BUILDING.
- ◆ 1. 300W QUARTZ FLOODLIGHT ROUTE THRU PHOTOCELL AT COMMUNITY BUILDING.
- ◆ PROVIDE V8 FIXTURES AS SHOWN, MOUNT ON CEILING ROUTE THRU PHOTOCELL TO PANEL AT COMMUNITY BUILDING.

**NOTES**

1. SEE SHEET E-4 FOR BREZEWAY LIGHTING AT BUILDINGS.
2. SEE SHEET E-4 FOR EXTERIOR LIGHTING AT CLUBHOUSE.



**SITE ELECTRICAL PLAN**

**APPENDIX 0.1**

**MCKEAN & ASSOCIATES**  
 A R C H I T E C T S  
 ALABAMA  
 MONTGOMERY

**SHELLBROKE POINTE**  
**APARTMENTS**  
 FAIRHOPE, ALABAMA

STATE OF ALABAMA  
 D. STANLEY BORDEN  
 1988  
 REGISTERED ENGINEER

Sheet Title:  
 SITE ELECTRICAL PLAN

Project No: 06-232  
 Date: 8-1-06  
 Revised: 9-12-06

Drawn By: TDS  
 Checked By: DSB

Sheet No:  
**E-1**

Sequence 25 of 31

SCALE: 1"=40'

## APPENDIX O.2

### PUBLIC AND COMMON USE RETROFITS AT SHELLBROOKE POINTE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will retrofit the public and common use areas at Lakeshore Crossing 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- III. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit by ensuring the signage for the Laundry Room is compliant with ANSI 1986, Section 4.28.
  - B. Retrofit by providing ANSI 1986-compliant threshold at the Laundry Room entrance in compliance with ANSI 1986, Section 4.5.2.
- IV. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the Exercise Room:
  - A. Retrofit by ensuring the signage for the Exercise Room is compliant with ANSI 1986, Section 4.28.
  - B. Retrofit by providing ANSI 1986-compliant threshold at the Exercise Room entrance in compliance with ANSI 1986, Section 4.5.2.
  - C. Retrofit the door from the Exercise Room to the Clubroom by reversing the swing of the door so that it opens into the Clubroom so that there is compliant clear maneuvering space at the pull-side, latch-side of the door. [ANSI 1986, Section 4.13.6]
- V. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the Leasing Office/Clubroom Bathroom:

- A. Retrofit by providing signage for the bathroom in compliance with ADA Standard 4.30 and ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Clubroom Bathroom by providing a lock that has lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the Clubroom Bathroom has sidewall and rear toilet grab bars in compliance ADA Standard 4.17.6 and ANSI 1986, 4.17.6.
  - D. Retrofit by swinging the door out into the Clubroom/Kitchen area to provide a 60" turning circle inside bathroom. [ADA Standard 4.2.3 and ANSI 1986, Section 4.2.3]
  - E. Retrofit so that the toilet paper dispenser is minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA Standard 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).
- VI. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the Clubroom:
- A. Retrofit by providing ANSI 1986-compliant threshold at the door from the Clubroom to the Patio in compliance with ANSI 1986, Section 4.5.2.
  - B. Retrofit by ensuring the signage for the Clubroom Lobby entrance is compliant with ANSI 1986, Section 4.28.
- VII. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the Pool Men's and Women's Bathrooms:
- A. Retrofit by providing signage for the Men's and Women's Bathrooms in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Men's and Women's Bathrooms by providing locks that have lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the toilet paper dispensers in the Pool Bathrooms are a minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ANSI 1986, Section 4.16.6, Fig.29(b).
  - D. Retrofit so that the sidewall and rear toilet grab bars in the Men's and Women's Bathrooms are in compliance ANSI 1986, Section 4.17.6.
  - E. Retrofit by providing ANSI 1986-compliant thresholds at the entrances to the Men's and Women's bathrooms in compliance with ANSI 1986, Section 4.5.2.

- F. Retrofit by ensuring the doors to the Men's and Women's bathrooms swing out into the Pool/Patio area to provide a 60" turning circle inside bathrooms. [ANSI 1986, Section 4.2.3]

### APPENDIX O.3

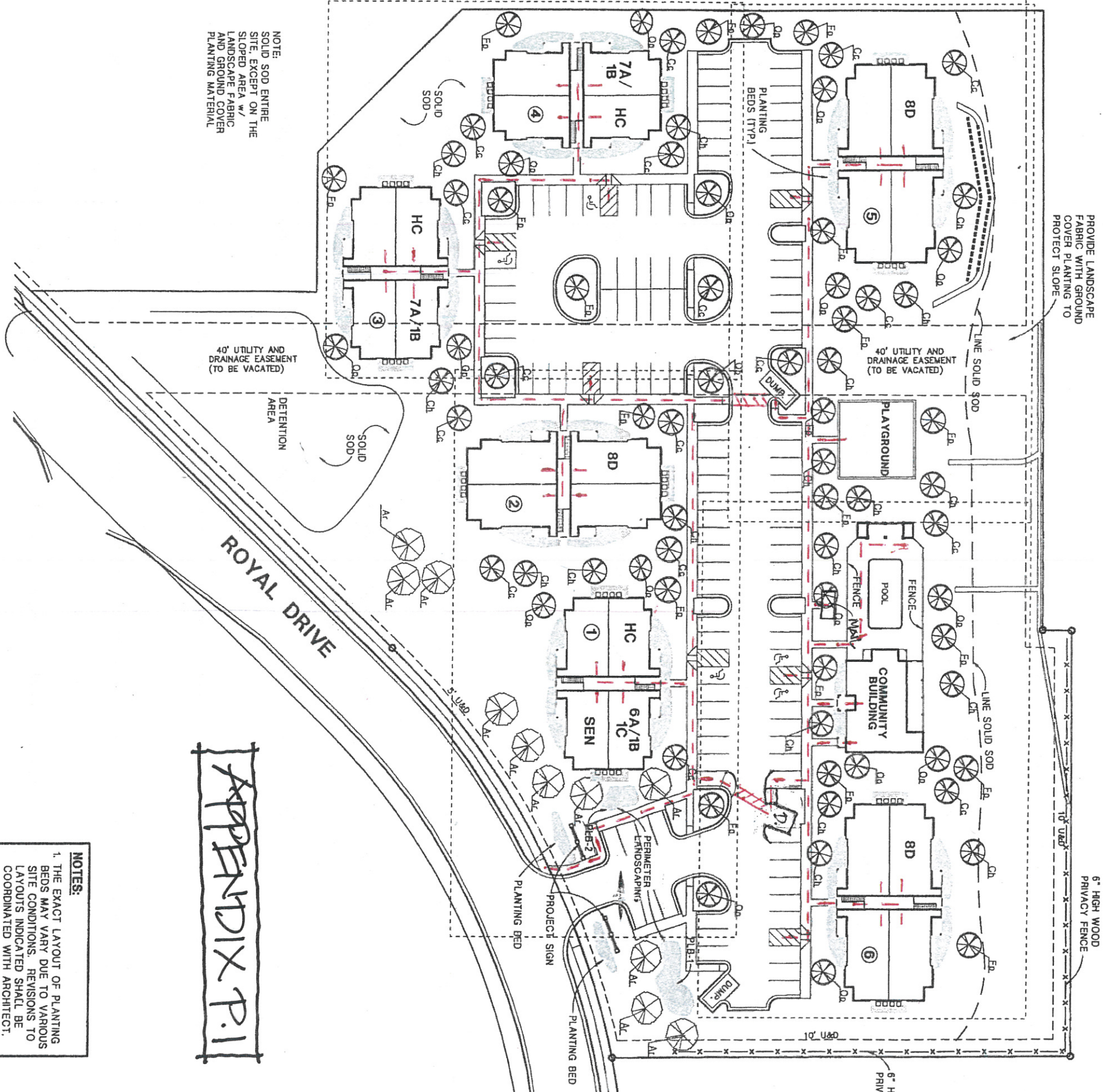
#### INTERIOR RETROFITS AT SHELLBROOKE POINTE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will retrofit the interiors of the units at Shellbrooke Pointe 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of six (6) unit types: (1) Apartment #1204, a 1 bedroom, 1 bathroom unit; (2) Apartment #101, a 2 bedroom, 2 bathroom unit; (3) Apartment #201, a 3 bedroom, 2 bathroom unit; (4) Apartment #1202, a 1 bedroom, 1 bathroom HC unit; (5) Apartment #102, a 2 bedroom, 2 bathroom HC unit; and (6) Apartment #202, a 3 bedroom, 2 bathroom HC unit. The retrofits for each unit type are listed in Sections II through VII:
  - II. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD 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 #1204.
    - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
  - III. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #101:
    - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
  - IV. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #201:
    - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
  - V. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD 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 #1202:
    - A. Retrofit by providing insulated pipes under the kitchen sink for a forward approach by a wheelchair. [FHAG, Req. #7, FHDM p. 7.47]

- B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- VI. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom HC unit types that are of the same type as the unit surveyed at Apartment #102:
- A. Retrofit by providing insulated pipes under the kitchen sink for a forward approach by a wheelchair. [FHAG, Req. #7, FHDM p. 7.47]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- VII. Allan Rappuhn, Gateway Construction Corporation, Gateway Development Corporation, Shellbrooke Pointe Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom HC unit types that are of the same type as the unit surveyed at Apartment #202:
- A. Retrofit by providing insulated pipes under the kitchen sink for a forward approach by a wheelchair. [FHAG, Req. #7, FHDM p. 7.47]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds

**APPENDIX P.1**

**EAGLE POINTE APARTMENTS  
ROUTE MAP**



NOTE:  
SOLID SOD ENTIRE  
SITE, EXCEPT ON THE  
SLOPED AREA W/  
LANDSCAPE FABRIC  
AND GROUND COVER  
PLANTING MATERIAL



**NOTES:**  
1. THE EXACT LAYOUT OF PLANTING  
BEDS MAY VARY DUE TO VARIOUS  
SITE CONDITIONS. REVISIONS TO  
LAYOUTS INDICATED SHALL BE  
COORDINATED WITH ARCHITECT.

**SITE LANDSCAPE PLAN**

SCALE: 1" = 40'

*SCALE POINT*

**APPENDIX P.11**

- Key:
-  Striping for crosswalk
  -  Accessible route



## APPENDIX P.2

### PUBLIC AND COMMON USE RETROFITS AT EAGLE POINTE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will retrofit the public and common use areas at Eagle Pointe 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will retrofit the door hardware on the exterior side of the primary entry doors so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the Laundry Room:
  - A. Retrofit by ensuring the signage for Laundry Room is compliant with ANSI 1986, Section 4.28.
  - B. Retrofit by providing ANSI 1986-compliant threshold at the Laundry Room entrance in compliance with ANSI 1986, Section 4.5.2.
  - C. Retrofit the door hardware on the exterior door to the Laundry Room by providing lever hardware in compliance with ANSI 1986, Section 4.13.9.
- IV. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the Exercise Room:
  - A. Retrofit by ensuring signage for the Exercise Room is compliant with ANSI 1986, Section 4.28.
- V. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the Leasing Office Men's and Women's Bathrooms:
  - A. Retrofit by providing compliance signage for the Men's and Women's Bathroom in compliance with ADA Standard 4.30 and ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the doors to the Men's and Women's Bathrooms by providing a lock that has lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the Men's and Women's Bathrooms have sidewall and rear toilet grab bars in compliance with ADA Standard 4.17.6 and ANSI 1986, 4.17.6.

- D. Retrofit so that the flush control in the toilet in the Women's Bathroom is mounted from the wide side in compliance with ADA Standard 4.16.5 and ANSI 1986, Section 4.16.5.
  - E. Retrofit so that location of toilet in the Men's and Women's Bathrooms are moved 2" closer to the adjacent wall by installing an offset toilet flanges. [ADA Standard 4.23.4 and ANSI 1986, 4.23.4]
  - F. Retrofit so that the toilet paper dispenser in the Men's and Women's Bathrooms is minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ADA Standard 4.16.6; ANSI 1986, Section 4.16.6, Fig.29(b).
  - G. Retrofit so that there is pipe insulation under the bathroom lavatories in the Men's and Women's Bathrooms. [ADA Standard 4.19.4; ANSI 1986 Section 4.19.].
  - H. Retrofit by ensuring the doors to the Men's and Women's Bathrooms swing out into the hall area to provide a 60" turning circles inside bathrooms. [ADA Standard 4.2.3; ANSI 1986, Section 4.2.3]
- VI. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the Pool Men's and Women's Bathrooms:
- A. Retrofit by providing compliant signage for the Men's and Women's Bathrooms in compliance with ANSI 1986, Section 4.28.
  - B. Retrofit the door hardware on the door to the Men's Bathroom by providing lever hardware in compliance with ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the sidewall and rear toilet grab bars in the Men's and Women's Bathrooms are in compliance ANSI 1986, Section 4.17.6.
  - D. Retrofit by providing ANSI 1986-compliant thresholds at the entrances to the Men's and Women's Bathrooms in compliance with ANSI 1986, Section 4.5.2.
  - E. Retrofit so that location of toilet in the Men's Bathroom is moved 2" closer to the adjacent wall by installing an offset toilet flange. [ANSI 1986, Section 4.23.4]
  - F. Retrofit so that the flush control in the toilet in the Women's Bathroom is mounted from the wide side in compliance with ANSI 1986, Section 4.16.5.
  - G. Retrofit by providing a level ANSI-compliant landing at the Gate connecting the Pool Deck with the Clubhouse Back Porch that provides 18" clear maneuvering space at the pull-side, latch-side of the Gate, and that connects to the existing landing at the Women's Bathroom door. Ramp up to the ANSI-compliant landing at the Gate at a slope of no greater than 8.33% so as to provide an accessible route to the gate and to the Women's Bathroom. [ANSI

1986, Sections 4.3, 4.13.6]

- H. Retrofit by mirroring the door hinges to the opposite side for the Men's and Women's bathroom doors so that there is an 18" clear maneuvering space at the pull-side, latch-side of the doors. [ANSI 1986, Section 4.13.6]
- VII. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the Common Kitchen:
- A. Retrofit the door hardware on the pantry door in the Common Kitchen with lever hardware in compliance with ANSI 1986, Section 4.13.9.

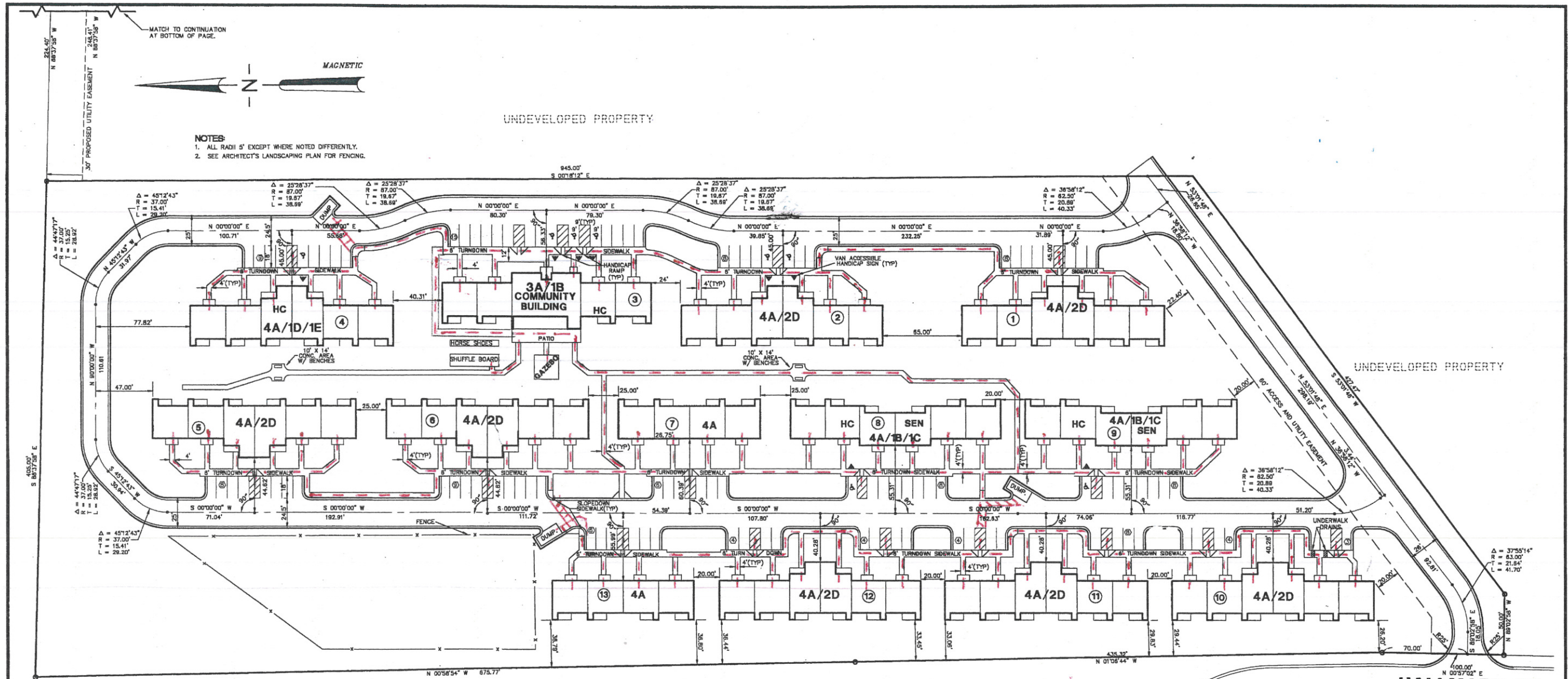
**APPENDIX P.3**

**INTERIOR RETROFITS AT EAGLE POINTE APARTMENTS**

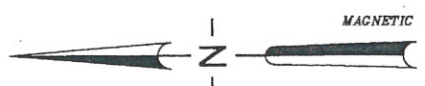
- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will retrofit the interiors of the units at Eagle Pointe Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of three (3) unit types: (1) Apartment #A4, a 2 bedroom, 2 bathroom unit; (2) Apartment #B3, a 3 bedroom, 2 bathroom unit; and (3) Apartment #A2, a 2 bedroom, 2 bathroom HC unit. The retrofits for each unit type are listed in Sections II through IV:
- II. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #A4.
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Location of Toilets.
- III. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #B3:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Location of Toilets.
- IV. Allan Rappuhn, Gateway Construction Corporation, Eagle Pointe Apartments, LTD will make the following retrofits to the 2 bedroom, 2 bathroom HC unit types that are of the same type as the unit surveyed at Apartment #A2:
  - A. Retrofit by providing insulated pipes under the kitchen sink for a wheelchair user. [FHAG, Req. #7, FHDM p. 7.47]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Location of Toilets.

**APPENDIX Q.1**

**GLENCOE TRACE APARTMENTS  
ROUTE MAP**



NOTES:  
 1. ALL RADII 5' EXCEPT WHERE NOTED DIFFERENTLY.  
 2. SEE ARCHITECT'S LANDSCAPING PLAN FOR FENCING.



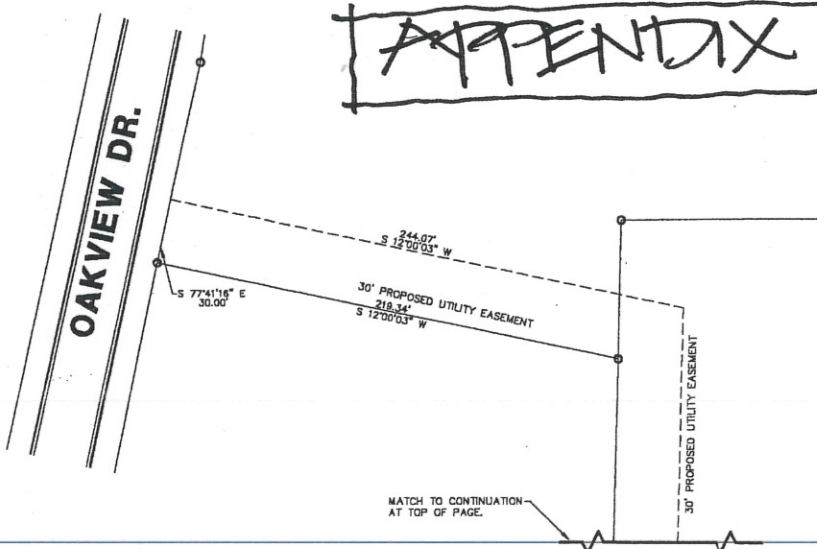
UNDEVELOPED PROPERTY

UNDEVELOPED PROPERTY

HALLMARK DR.

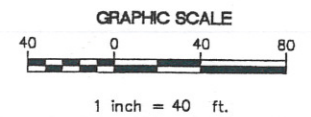
REF. PLAT - AMBERWOOD SUBDIVISION UNIT ONE  
 MAY 5, 1971 - REV. JULY 18, 1972  
 PB 9, PG 209

**APPENDIX Q.1**



ITEM	EXISTING	NEW
CURB & GUTTER	=====	=====
EDGE OF PAVEMENT	=====	=====
CENTERLINE	=====	=====
STORM DRAIN LINE	-----SD-----	-----SD-----
CURB INLET	⊏	⊏
CLEANOUT		⊏
SANITARY SEWER	-----SS-----	-----SS-----
SANITARY MANHOLE	⊙	⊙
WATER LINE	-----W-----	-----8" W-----
FIRE HYDRANT	⊕	⊕
VALVES	⊙	⊙
POWER POLE	⊕	⊕
GUY WIRE	⊖	⊖
GRADE CONTOUR	-----185-----	-----185-----
BOX W/ CUT OFF	⊠	⊠
GAS MAIN	-----G-----	-----NEW GAS-----
TELEPHONE PEDESTAL	⊠	⊠
OVERHD. POWER LINE	-----OHE-----	-----OHE-----
UNDGRD. TELE. LINE	-----UGT-----	-----UGT-----
FINISH SPOT ELEVATION		+818.25
GRATE INLET	⊠	⊠
IRRIGATION LINE	-----IRR-----	-----IRR-----
HOSE BIBB	⊙	⊙

Key:  
 Striping for crosswalk  
 Accessible route



**SITE STAKING PLAN**

Borden McKean and Payne  
 Architects  
 Montgomery, Alabama

GLENCOE TRACE  
 GRIFFIN, GEORGIA



Sheet Title:	SITE STAKING PLAN
Project No:	98-107
Date:	7-13-99
Revised:	3-10-99
	5-16-99
	11-16-98
Drawn By:	BTT
Checked By:	PEP
Sheet No:	<b>S-1</b>
Sequence	3 of 38

**APPENDIX Q.2**

**PUBLIC AND COMMON USE RETROFITS AT GLENCOE TRACE APARTMENTS**

- I. As set forth in the Consent Order and this Appendix Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will retrofit the public and common use areas at Glencoe Trace 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will retrofit the door hardware on the exterior side of the primary entry doors, including screen doors, so that all ground-level units have lever hardware in compliance with ANSI 1986, Section 4.13.9.
- III. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will retrofit the thresholds at the exterior side of the primary entrances of ground-level units by installing a threshold in compliance with the Remediation Protocol.
- IV. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will retrofit the thermostat in the Community Building so that it is no more than 54” above the matching finished floor for a side approach or no more than 48” above the matching finished floor for a forward approach. ANSI 1986, Section 4.25.
- V. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the Leasing Office Men’s and Women’s Bathrooms:
  - A. Maneuver furniture in Men’s Bathroom to create 60” turning circle as required by ADA Standard 4.2.3 and ANSI 1986, Section 4.2.3.
- VI. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the Common Kitchen:

[None]

### APPENDIX Q.3

#### INTERIOR RETROFITS AT GLENCOE TRACE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will retrofit the interiors of the units at Glencoe Trace 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol that are the listed below. These units are comprised of four (4) types: (1) Apartment #100, a 1 bedroom, 1 bathroom unit; (2) Apartment #102, a 2 bedroom, 1 bathroom unit; (3) Apartment #101, a 1 bedroom, 1 bathroom HC/UFAS unit; and (4) Apartment #J-102, a 2 bedroom, 1 bathroom HC/UFAS unit Sections II through V:
- II. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #100.
  - A. Retrofit so that there is a 30” x 48” clear floor space beyond the in-swing of the door in the Bathroom by, if necessary, reversing the swing of the bathroom door so that it swings out into the hallway. [FHAG, Req. #7]
  - B. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds, Thermostat Heights, and Location of Bathroom Lavatories.
- III. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #102:
  - A. Retrofit by providing a removable cabinet either under the kitchen sink or under the counter on the side opposite the kitchen sink to provide for a t-turning space. [FHAG, Req. #7(1)(c); FHDM, p. 7.9] On the interior side of the cabinet door, attach a durable-material placard stating: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
  - B. See Interior Retrofit Inspection Protocol for retrofits for Thermostat Heights, Location of Toilets, and Location of Bathroom Lavatories.
- IV. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS 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 so that the closet hanging rods in unit are capable of being no more than 54” above the floor for a side reach, 48” above the floor for a forward reach. [UFAS 4.25]
- C. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
- D. Retrofit so that there is an in-tub seat or a seat at the head end of the tub in the Hall Bathroom as shown in UFAS Fig. 33 and 34, with a structural strength in compliance with UFAS 4.26.3, and that is mounted securely. [UFAS 4.34.5.4(2)]
- E. Retrofit so that grab bars in the bathtub comply with UFAS Fig. 34 and grab bars are a maximum of 12” from the rear wall and a maximum of 15” from the head wall. [UFAS 4.20.4]
- F. Retrofit so that there is one 30” section of the kitchen counter for a work surface that provides a 30” x 48” clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
- G. Retrofit so that there is a self-cleaning oven because existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7]
- H. Provide a refrigeration unit with either 50% percent of the freezer storage volume within reach range specified UFAS 4.2.5 and 4.2.6 or a self-defrosting type freezer. [UFAS 4.34.6.8].
- I. Retrofit to provide a cabinet-length shelf above the counter in the kitchen that is no higher than 48” above the matching finished floor. [UFAS 4.34.6.10]
- J. Retrofit by ensuring there is a removable cabinet under kitchen sink with a matching finished floor under the sink 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. [UFAS 4.34.6.5] On the interior side of the cabinet door, attach a durable- material placard stating: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
- K. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
- L. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- V. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will


make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment #J-102:


- 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 front entry door swings out into the front porch so that there is clear maneuvering space at the push-side, latch side as required by UFAS 4.13.6.
- C. Retrofit so that the closet shelves and hanging rods in unit are capable of being no more than 54" above the floor for a side reach, 48" above the floor for a forward reach. [UFAS 4.25]
- D. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
- E. Retrofit so that grab bars in the bathtub comply with UFAS Fig. 34 and grab bars are a maximum of 12" from the rear wall and a maximum of 15" from the head wall. [UFAS 4.20.4]
- F. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
- G. Retrofit so that there is a self-cleaning oven because existing oven is not located adjacent to an adjustable height counter with knee space below. [UFAS 4.34.6.7]
- H. Provide a refrigeration unit with either 50% of the freezer storage volume within reach range specified UFAS 4.2.5 and 4.2.6 or a self-defrosting type freezer. [UFAS 4.34.6.8].
- I. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.

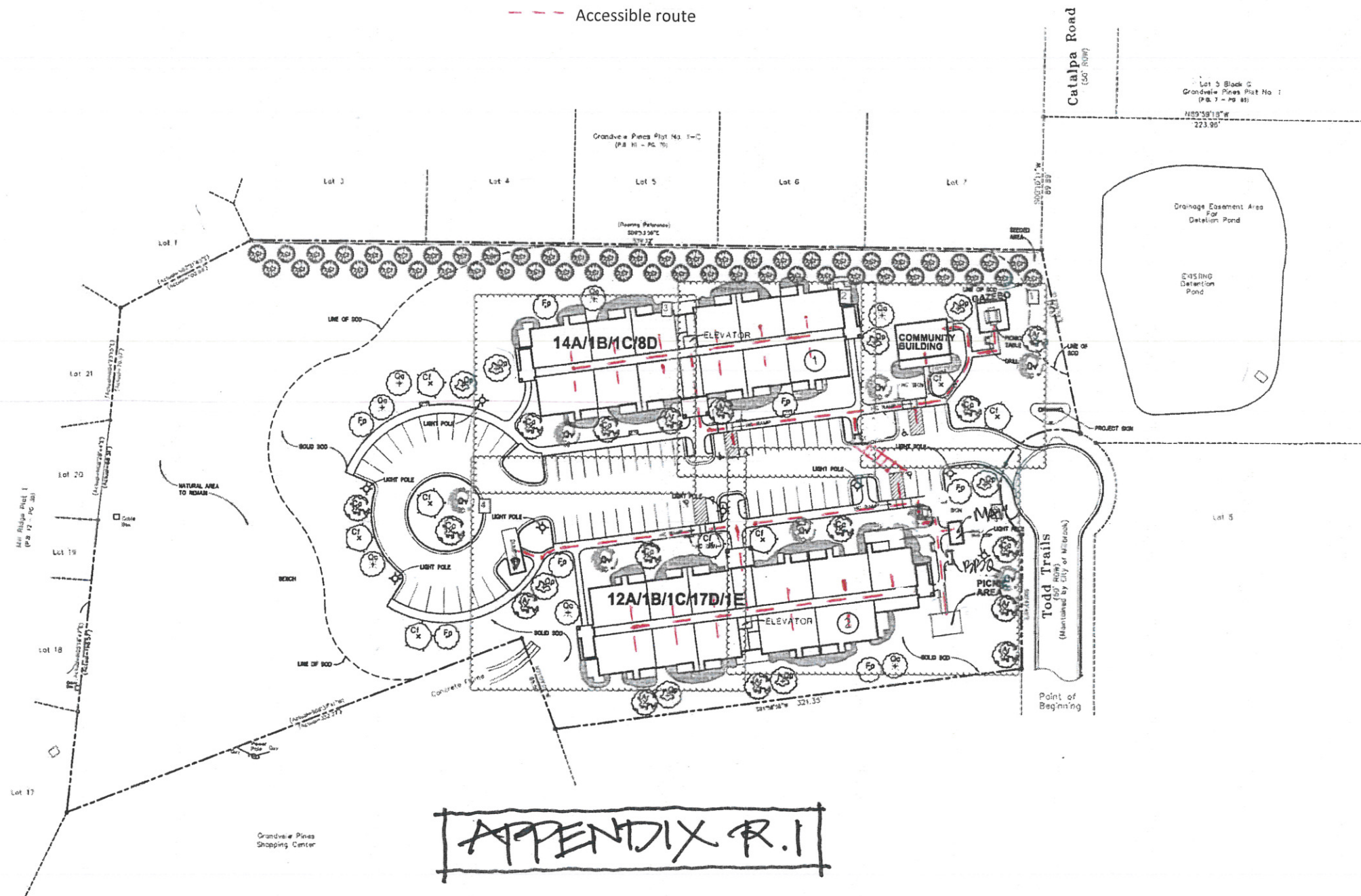
**APPENDIX R.1**

**HAMILTON PLACE APARTMENTS  
ROUTE MAP**

Key:

 Striping for crosswalk

 Accessible route



**APPENDIX R.1**

**MCKEAN & ASSOCIATES**  
ARCHITECTS  
MONTGOMERY, ALABAMA

**HAMILTON PLACE APARTMENTS**  
MILLBROOK, ALABAMA

STATE OF ALABAMA  
Rory L. McKean  
2141  
REGISTERED ARCHITECT

Sheet Title:  
SITE LANDSCAPE  
PLAN

## APPENDIX R.2

### PUBLIC AND COMMON USE RETROFITS AT HAMILTON PLACE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Gateway Construction Corporation will retrofit the public and common use areas at Hamilton Place 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 Americans with Disabilities Act, and the ADA Standards.
- II. Gateway Construction Corporation will make the following retrofits to the Office Building:
  - A. Retrofit the thresholds at the exterior side and interior side of the clubhouse/office entrance by installing a threshold in compliance with ANSI 1986, Section 4.5.2.
- III. Gateway Construction Corporation will make the following retrofits to the Leasing Office Building Bathroom:
  - 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.
  - B. Retrofit so that the hardware on the bathroom door lock has lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit by relocating paper towel dispenser is no more than 48" above the matching finished floor for a forward approach or 54" above the matching finished floor for a side approach in compliance with ADA Standards 4.2.5 and 4.2.6 and ANSI 1986, Sections 4.2.5 and 4.2.6.
  - D. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ADA Standard 4.17.6 and ANSI 1986, Section 4.17.6.
- IV. Gateway Construction Corporation will retrofit the Community Kitchen by providing clear floor space under the kitchen sink for a forward approach with insulated pipes under the sink in compliance with ANSI 1986, Section 4.19.
- V. Gateway Construction Corporation will make the following retrofits to the Men's and Women's Community Area Bathrooms:
  - A. Retrofit so that the hardware on the bathroom door lock has lever hardware in compliance with ANSI 1986, Section 4.13.9.

- B. Retrofit so that the toilet paper dispenser is minimum of 19" above the matching finished floor at a maximum of 36" from the rear wall in compliance with ANSI 1986, Section 4.16.6, Fig.29(b).
- C. Retrofit so that the sidewall and rear toilet grab bars are in compliance with ANSI 1986, Section 4.17.6.

### APPENDIX R.3

#### INTERIOR RETROFITS AT HAMILTON PLACE APARTMENTS

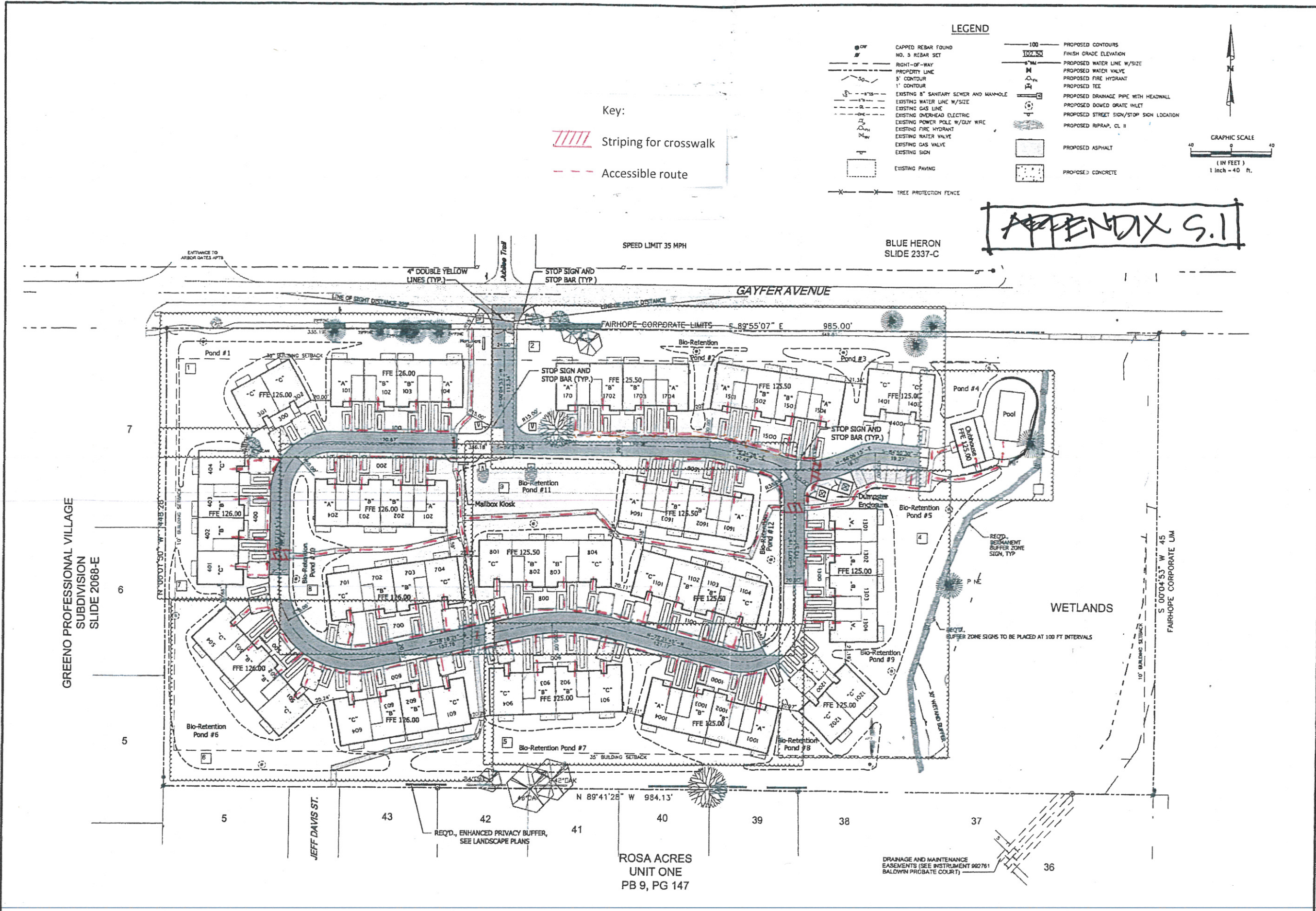
- I. As set forth in the Consent Order and in this Appendix, Gateway Construction Corporation will retrofit the interiors of the units at Hamilton Place Apartments in compliance with the Fair Housing Act, the Accessible Design Requirements of the FHA, the Fair Housing Accessibility Guidelines, the Fair Housing Design Manual, and, where applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of four (4) types: (1) Apartment #106, a 1 bedroom, 1 bathroom unit; (2) Apartment #101, a 2 bedroom, 1 bathroom unit; (3) Apartment #104, a 1 bedroom, 1 bathroom HC/UFAS unit; and (4) Apartment #103, a 2 bedroom, 1 bathroom HC/UFAS unit Sections II through V:
- II. Gateway Construction Corporation will make the following retrofits to the 1 bedroom unit types that are of the same type as the unit surveyed at Apartment #106.
  - A. See Interior Retrofit Inspection Protocol for retrofits for Location of Toilets.
- III. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the 2 bedroom, 1 bathroom unit types that are of the same type as the unit surveyed at Apartment #101:
  - A. See Interior Retrofit Inspection Protocol for retrofits for Location of Toilets.
- IV. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment #104:
  - A. Retrofit so that the closet shelves and hanging rods in unit are capable of being no more than 54" above the floor for a side reach, 48" above the floor for a forward reach. [UFAS 4.25]
  - B. Retrofit so that there is one 30" section of the kitchen counter for a work surface that provides a 30" x 48" clear floor space for a forward approach to the counter with a matching finished floor extending under the counter to the wall. [UFAS 4.34.6.4]
  - C. Retrofit by installing removable cabinet under kitchen sink with a matching finished floor under the sink 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. [UFAS 4.34.6.5] On the interior side of the cabinet door, attach a durable-material placard stating: "THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT."

- D. If an alarm system is provided in UFAS units, auxiliary alarms that comply with UFAS 4.28.4 must be provided in sleeping accommodations.
  - E. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds.
- V. Allan Rappuhn; Gateway Construction Corporation; Glencoe Trace, LP will make the following retrofits to the 2 bedroom, 1 bathroom HC/UFAS unit types that are of the same type as the unit surveyed at Apartment #103:
- 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 providing pipe insulation under the bathroom lavatory. [UFAS 4.34.6.5].
  - C. Retrofit so that grab bars at the toilet are mounted as shown in UFAS Fig. 29. [UFAS 4.34.5.2]
  - D. Retrofit so that grab bars in the bathtub comply with UFAS Fig. 34 and grab bars are a maximum of 12” from the rear wall and a maximum of 15” from the head wall. [UFAS 4.20.4]
  - E. Retrofit by installing removable cabinet under kitchen sink with a matching finished floor under the sink 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. [UFAS 4.34.6.5] On the interior side of the cabinet door, attach a durable-material placard stating: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
  - F. Retrofit so that faucet controls in kitchen are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist. [UFAS 4.27.4]
  - G. 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 S.1**

**PALLADIAN FAIRHOPE APARTMENTS  
ROUTE MAP**



**JADE CONSULTING, LLC**

Jinright & Associates Development Engineers  
 208 Greeno Road North Fairhope, Alabama 36532  
 P.O. Box 1929 Fairhope, Alabama 36533  
 251-928-3443 (cell) 251-928-3605 (fax)  
 jadeengineers.com



NO.	REVISION	DATE	APPL.
3	REVISED BUFFER SIGN	08.18.12	PCJ
2	REVISED UNIT NOS. BLVD 1800	06.06.12	PCJ
1	REV. PER FAIRHOPE PLANNING REVIEW	05.09.12	PCJ

**FAIRHOPE COMMONS**  
 GEOMETRIC PLAN  
 FAIRHOPE RIDGE, LLC

JOB NO: FAIRHOPE-2012-03  
 SCALE: 1" = 40'  
 DWG: GEOMETRIC  
 DATE: MARCH 2012  
 DRAFTER: JMW

## APPENDIX S.2

### PUBLIC AND COMMON USE RETROFITS AT PALLADIAN COMMONS-FAIRHOPE APARTMENTS

- I. As set forth in the Consent Order and this Appendix, Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will retrofit the public and common use areas at Palladian Commons-Fairhope 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 Americans with Disabilities Act, and the ADA Standards.
- II. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will retrofit so that the key slots for all mailboxes serving 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 1986, Sections 4.2.5, 4.2.6.
- III. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will retrofit by providing an ANSI 1986-compliant threshold at the Clubhouse entrance in compliance with ANSI 1986, Section 4.5.2 and will provide signage at the Clubhouse in compliance with ANSI 1986, Section 4.28.
- IV. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will retrofit by mounting the emergency phone on the patio deck so that it is no higher than 54" for a side approach or 48" for a forward approach. [ANSI 1986, Section 4.2.5, 4.2.6]
- V. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will make the following retrofits to the Men's and Women's Clubhouse/Leasing Office Bathrooms:
  - A. Retrofit so that the sidewall and rear toilet grab bars in the Men's and Women's Bathrooms are in compliance ADA Standard 4.17.6 and ANSI 1986, Section 4.17.6.
  - B. Retrofit so that the hardware on the bathroom door lock has lever hardware in compliance with ADA Standard 4.13.9 and ANSI 1986, Section 4.13.9.
  - C. Retrofit so that the flush control in the Women's Bathroom is mounted on the open side in compliance with ADA Standard 4.16.5 and ANSI 1986, Section 4.16.5.
  - D. Retrofit so that the mirrors in the Men's and Women's Bathrooms are mounted with the bottom edge of the reflecting surface no higher than 40" above the floor. [ADA Standard 4.19.6 and ANSI 1986, Section 4.19.6]
  - E. Retrofit so that the light switches in the Men's and Women's Bathrooms are mounted no higher than 48" above the floor for a forward approach or 54" above the floor for a side approach. [ADA Standard 4.25.3 and ANSI 1986, Section

4.25.3]

- F. Retrofit so that the toilet paper dispenser is a minimum of 19” above the matching finished floor at a maximum of 36” from the rear wall in compliance with ADA Standard 4.16.6 and ANSI 1986, Section 4.16.6, Fig.29(b).
- VI. Allan Rappuhn, Gateway Construction Corporation, Lakeshore Crossing Apartments, LTD will make the following retrofits to the Common Kitchen:
- A. Retrofit by removing the base cabinet under the Common Kitchen sink to provide for a forward approach with insulation on the pipes. ANSI 1986, Section 4.19.

### APPENDIX S.3

#### INTERIOR RETROFITS AT PALLADIAN COMMONS-FAIRHOPE APARTMENTS

- I. As set forth in the Consent Order and in this Appendix, Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will retrofit the interiors of the units at Palladian Commons-Fairhope 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 applicable, the Uniform Federal Accessibility Standards, and with the Interior Retrofit Inspection Protocol and the Remediation Protocol, that are the listed below. These units are comprised of two (2) unit types: (1) Apartment #201, a 2 bedroom, 2 bathroom unit (Type A); (2) Apartment #103, a 2 bedroom, 2 bathroom unit (Type B); and (3) Apartment #601, a 3 bedroom, 2 bathroom unit (Type C). The retrofits for each unit type are listed in Sections II through V:
- II. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #201.
  - A. Retrofit by providing a smaller toilet bowl in the Hall Bathroom to provide 32” clearance from the nose of the toilet to the opposing wall. [FHAG Req. 4,(1), Req. 3(2), FHDM p. 4.3, 4.4]
  - B. Retrofit by providing a smaller toilet bowl in the Master Bathroom to provide 32” clearance from the nose of the toilet to the opposing wall. [FHAG Req. 4,(1), Req. 3(2), FHDM p. 4.3, 4.4]
  - C. Retrofit by installing removable cabinet under the kitchen sink with a matching finished floor under the lavatory and insulated pipes so that there is a 30” x 48” clear floor space centered on the lavatory for a forward approach by a wheelchair. [FHAG, Req. #7, FHDM p. 7.29] On the interior side of the cabinet door, attach a durable-material placard stating: “THIS CABINET IS REMOVABLE FOR WHEELCHAIR USER. CONTACT MANAGEMENT.”
  - D. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds, Thermostat Heights, Location of Wall Outlets, and Location of Bathroom Lavatories.
- III. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will make the following retrofits to the 2 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #103 (Type B):
  - A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds, Thermostat Heights, Location of Wall Outlets, and Location of Bathroom Lavatories.

- IV. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC will make the following retrofits to the 3 bedroom, 2 bathroom unit types that are of the same type as the unit surveyed at Apartment #601 (Type C):
- A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds, Thermostat Heights, Location of Wall Outlets, and Location of Bathroom Lavatories.
- V. Allan Rappuhn; Gateway Construction Corporation; Fairhope Ridge, LLC 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 #102:
- A. See Interior Retrofit Inspection Protocol for retrofits for Patio Door Thresholds and Thermostat Heights, Location of Toilets, and Location of Wall Outlets.

**APPENDIX T**

**NOTICE TO TENANTS**

Dear Tenant:

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 on our about \_\_\_\_\_, 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 approximately \_\_\_\_\_. Although we do not anticipate that you will need to relocate from your unit while construction is completed, if we determine that the construction will require your temporary absence from the unit for more than twenty-four (24) hours consecutively, we will reimburse you for food and lodging expenses up to the applicable government per diem rate for food and lodging for this community for each day of your absence from the unit caused by construction.

Please let us know if you are interested in having the work done now and we will provide you with additional information.

The Management

APPENDIX U

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA

UNITED STATES OF AMERICA,	)
	)
	)
Plaintiff,	)
	)
v.	)
	)
ALLAN RAPPUHN, et al.,	)
	)
	)
Defendants.	)
_____	)

**NOTICE TO POTENTIAL VICTIMS OF ALLEGED DISCRIMINATION AGAINST PERSONS WITH DISABILITIES AT ALLAN RAPPUHN APARTMENT COMPLEXES**

On \_\_\_\_\_, 2015, the United States District Court for the Northern District of Alabama entered a Consent Order resolving a housing discrimination lawsuit brought by the United States against Allan Rappuhn, *et al.*, and related apartment complex owners at seventy-one apartment complexes throughout Alabama, Georgia, North Carolina, and Tennessee. The United States alleges that the units and many common use areas (for example, rental offices, routes to amenities, etc.) do not meet the design and construction requirements of the Fair Housing Act (“FHA”) and Americans with Disabilities Act (“ADA”). As part of the consent order, Defendants have agreed to retrofits of the units and common use areas to comply with the FHA and ADA at the following apartment complexes:

1. Waterford Farms Apartments, Arab, AL
2. Stony Ridge Apartments, Hogansville, GA
3. Sterling Oaks Apartments, Spindale, NC
4. Pinewood Apartments, Pooler, GA
5. Palladian-Jubilee Apartments, Daphne, AL
6. Cedar Glades Apartments, Shelbyville, TN
7. Stoney Creek Apartments, Laurinburg, NC
8. Palladian-Fairhope Apartments, Fairhope, AL
9. Oakland Mill Apartments, Lincolnnton, NC
10. Heritage Vista Apartments, Milledgeville, GA
11. Sullivan Village Apartments, Tuscumbia, AL
12. Maple Square Apartments, Jefferson, GA
13. Woodlawn Terrace Apartments, Valdosta, GA
14. Powell Place Apartments, Barnesville, GA
15. Skyline Trace Apartments, Monroe, GA
16. Preston Place Apartments, Quitman, GA



17. Mallard Lake Apartments, LaGrange, GA
18. Brentwood Landing II Apartments, Prattville, AL
19. Villas on Forsyth Apartments, Barnesville, GA
20. Village at Wedgewood Apartments, Cairo, GA
21. Sheppard Station Apartments, Pooler, GA
22. Brookstone Village Apartments, Jacksonville, AL
23. Shellbrooke Pointe Apartments, Fairhope, AL
24. Heron Lake II Apartments, Valdosta, GA
25. Palladian II Apartments, Mobile, AL
26. Kirby Creek Apartments, Cairo, GA
27. Hamilton Place Apartments, Millbrook, AL
28. Belle Isle Apartments, Robertsdale, AL
29. Oleander Park Apartments, Mobile, AL
30. Bradbury Apartments, Newton, NC
31. Canebreak Apartments, Wilmington, NC
32. Valley Ridge Apartments, LaGrange, GA
33. The Park at Rocky Ridge Apartments, Birmingham, AL
34. Palladian Apartments, Mobile, AL
35. Heron Lake Apartments, Valdosta, GA
36. Blue Springs Apartments, Jacksonville, NC
37. Brentwood Landing Apartments, Prattville, AL
38. Bailey Springs Apartments, Lincolnton, NC
39. Orchard Park Apartments, Hayneville, AL
40. Lakeshore Crossing Apartments, Huntsville, AL
41. Cherry Ridge Independent Living Apartments, Birmingham, AL
42. Waring II Apartments, Waycross, GA
43. Liberty Square Apartments, Montgomery, AL
44. Lenox Station Apartments, Rockingham, NC
45. Kirkwood Trail Apartments, Cedartown, GA
46. Cottage Hill Pointe Apartments, Mobile, AL
47. Autumn Ridge Apartments, Jacksonville, NC
48. Windcliff Apartments, Gainesville, GA
49. Ivy Pointe II Apartments, Tuscumbia, AL
50. Hickory Run II Apartments, Jacksonville, AL
51. Eagle Pointe Apartments, Madison, AL
52. Double Creek Apartments, Florence, AL
53. Pebble Creek Apartments, Butler, AL
54. Highland Park Senior Village, Douglasville, GA
55. Glencoe Trace Apartments, Griffin, GA
56. Waring Apartments, Waycross, GA
57. Timberfalls Apartments, Thomaston, GA
58. Evergreen Village Apartments, Cedartown, GA
59. Charleston Square Apartments, Troy, AL
60. Americus Gardens Apartments, Americus, GA
61. Alexander Terrace Apartments, Moulton, AL
62. Parkwood Apartments, Pell City, AL

63. Ivy Pointe Apartments, Tuscumbia, AL
64. Hickory Run Apartments, Jacksonville, AL
65. Harbor Square Apartments, Decatur, AL
66. Westfork Apartments, Jasper, AL
67. Hunter Pointe Apartments, Centreville, AL
68. Meadowview Apartments, Greenville, AL
69. Heatherwood Apartments, Alexander City, AL
70. Applegate Apartments, Florence, AL
71. Shadowood Apartments, Stevenson, AL

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;

*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, ext. 2.*

*You also may write to United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 950 Pennsylvania Avenue, N.W. – G St., Washington, DC, 20530, Att: DJ 175-250-1.*

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

**APPENDIX V**

**RELEASE OF ALL CLAIMS**

In consideration of and contingent upon the payment of the sum of \_\_\_\_\_ and 00/100 (\$\_\_\_\_\_ ), pursuant to the Consent Order entered in *United States v. Allan Rappuhn, et al.* (N.D. Ala.), I hereby release and forever discharge \_\_\_\_\_, their insurers, attorneys, agents, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control (“Released Parties”) 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 and the terms of any housing lease with the Released Parties, as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of the Released Parties 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: \_\_\_\_\_

**APPENDIX W****ACKNOWLEDGMENT OF RECEIPT OF CONSENT ORDER**

On, \_\_\_\_\_ I received a copy of and have read the following summary of the Consent Order entered by the federal district court in *United States v. Allan Rappuhn, et al.* (N.D. Ala.) and have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

On \_\_\_\_\_, 2016, the United States filed a consent order resolving allegations that the developers and owners of multifamily housing developments violated the federal Fair Housing Act (“FHA”) by failing to include certain accessibility features for persons with disabilities in such developments. The FHA is a federal law that prohibits discrimination in the rental and sale of housing on the basis of race, color, religion, national origin, disability, sex, and familial status. Specifically with regard to accessibility, the FHA provides:

- 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 who has or develops a disability.
- 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 who has or develops a disability.
- 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.

The United States alleges that these features were not included in the developments owned and/or developed by the Defendants. The Defendants denied that their actions violated the FHA.

The consent order, which resolves the United States' lawsuit, was entered as an order of the United States Court for the Northern District of Alabama. The consent order requires that the Defendants undertake several steps to ensure compliance with the Fair Housing Act and to compensate residents who were affected by these policies. The consent order requires the following:

- Defendants must comply with the Fair Housing Act in the future.
- Defendants must perform retrofits at the developments to increase accessibility for persons with disabilities.
- Defendants must pay monetary damages totaling \$300,000.00 to compensate individuals who were allegedly affected by the Defendants' policies and actions.
- Defendants must pay a civil penalty of \$50,000.00 to the United States.
- Defendants must keep certain records and regularly report to the United States for a period of four years.
- The United States Department of Justice will continue to monitor the Defendants to ensure that they comply with the Fair Housing Act.

If you would like a copy of the consent order, please contact the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature)  
(Print name)  
(Position)  
(Date)

**APPENDIX X**

**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)

**APPENDIX Y****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 \_\_\_\_\_, 2016, 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 \_\_\_\_\_.

**APPENDIX Z****LIST OF ORGANIZATIONS**

- a. Alabama Disabilities Advocacy Program – Mobile Office, 205 North Conception Street, Mobile, AL 36603
- b. Alabama Disabilities Advocacy Program – Selma Office, Box 870395, Tuscaloosa, AL 35487-0395
- c. Alabama Disabilities Advocacy Program – Tuscaloosa Office, Box 870395, Tuscaloosa, AL 35487-0395
- d. Alliance of Disability Advocates, 1012 Oberlin Road, Suite 300, Raleigh, NC 27605
- e. Central Alabama Fair Housing Center, 2867 Zelda Road, Montgomery, AL 36106
- f. Center for Fair Housing, 602 Bel Air Boulevard, Suite 7, Mobile, AL 36606
- g. Disability Law & Policy Center of Georgia, Inc., 755 Commerce Drive, Suite 415, Decatur, GA 30030
- h. Disability Rights and Resources, 1418 Sixth Avenue, Birmingham, AL 35203
- i. Disability Rights and Resources, 600 East Trade Street, Charlotte, NC 28202
- j. Disability Rights North Carolina, 3724 National Drive, Suite 160, Raleigh, NC 27612
- k. Fair Housing Center of Northern Alabama, 1728 – 3<sup>rd</sup> Avenue North, Suite 400C, Birmingham, AL 35203
- l. Fair Housing Project, 224 South Dawson Street, Raliegh, NC 27601
- m. Georgia Advocacy Office, 150 East Ponce de Leon Avenue, Suite 430, Decatur, GA 30030
- n. Georgia Council of Developmental Disabilities, 2 Peachtree Street, NW, Atlanta, GA 30303
- o. Georgia Legal Services Program – Central Office, 104 Marietta Street, NW, Suite 250, Atlanta, GA 30303
- p. IIC of Mobile, 5304-b Overlook Road, Mobile, AL 36618



- q. Independent Living Resources of Greater Birmingham, Alabaster Office, 120 Plaza Circle, Suite C, P.O. Box 542, Alabaster, AL 35007
- r. Independent Living Resources of Greater Birmingham, Jasper Office, 300 Birmingham Avenue, P.O. Box 434, Jasper, AL 35502
- s. Independent Resources of Greater Birmingham, 206 13<sup>th</sup> Street, South Birmingham, AL 35233-1317
- t. Legal Services Alabama, 1820 7<sup>th</sup> Avenue North, Suite 200, Birmingham, AL 35203
- u. Metro Fair Housing Services, 215 Lakewood Way S.W., Suite 106, Atlanta, GA 30315
- v. Montgomery Center for Independent Living, 345 Molton Street, Montgomery, AL 36104
- w. Montgomery ILC, 600 South Court Street, Montgomery, AL 36104
- x. National Federation of the Blind in Alabama, 808 Roosevelt Avenue, Talladega, AL 30560
- y. North Carolina Fair Housing Center, 114 West Parrish Street, Durham, NC 27701
- z. North Carolina Housing Coalition, 118 St. Mary's Street, Raleigh, NC 27685
- aa. North Carolina Statewide Independent Living Council, 505 Oberlin Road, Suite 206, Raleigh, NC 27605
- bb. NWGA Center for Independent Living, 242 North 5<sup>th</sup> Avenue, Rome, GA 30165
- cc. Savannah Chatham County Fair Housing Council, 7 Drayton Street, Suite 206, Savannah, GA 31401
- dd. Statewide Independent Living Council of Georgia, 315 West Ponce de Leon Avenue, Suite 660, Decatur, GA 30030
- ee. The Fair Housing Agency of Alabama, 574 Azelea Road, Suite 124, Mobile, AL 36609

**APPENDIX AA****ACCESS AGREEMENT**

This Access Agreement (this “Agreement”), dated December \_\_\_, 201\_, is made by and between Gateway Properties, LLC, an Alabama limited liability company (“Gateway”), and \_\_\_\_\_, a[n] \_\_\_\_\_ (the “Property Partnership”).

**R E C I T A L S:**

Gateway, along with certain of its affiliates, including Allan Rappuhn, is a party to that certain Consent Order with the United States (the “Consent Order”) relating to settlement and dismissal of that action filed in the United States District Court for the Northern District of Alabama on September 30, 2015, Case No. 2:15-CV-01725-TMP (the “Lawsuit”) by the United States. The Lawsuit and the Consent Order relate to \_\_\_\_\_ Apartments (the “Project”) but does not name the Property Partnership as a defendant. Nevertheless, the Lawsuit sought certain damages and retrofits to the Project to remediate alleged non-compliance of the Project with requirements of the Fair Housing Act (the “FHA”) and the Americans With Disabilities Act (the “ADA”). Gateway, in connection with the Consent Order, has agreed, among other things, to establish a settlement fund and to pay a civil penalty to resolve the matter. The Property Partnership has no responsibility therefor. The Consent Order also contemplates retrofits to certain physical features of the Project, including public and common use areas of the Project and to unit interiors. Gateway is willing to coordinate actions, on behalf of the Property Partnership, to effect such retrofits. The United States desires access to the elements for purposes of evaluating needed steps at the Project to comply with the FHA and the ADA. The Property Partnership is desirous of the Project complying in all respects with the FHA and the ADA.

**A G R E E M E N T:**

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Property Partnership hereby agrees to permit access to the public and common use areas of the Project and to the unit interiors at the Project to the United States, Gateway and their respective agents, contractors, counsel and representatives, including Gateway Management Company, LLC, for the purpose of planning, evaluating and performing any action required under the Consent Order to retrofit elements in the public and common use areas and the unit interiors as required therein.

2. The Property Partnership hereby authorizes Gateway to undertake, on behalf of the Property Partnership, such actions as Gateway, in its reasonable discretion, deems necessary or convenient in order to effect compliance by the Project with the Consent Order and perform the retrofits, and obtain approval thereof by the United States. The Property Partnership will

cooperate with Gateway in the execution of any and all further agreements, instruments and documents necessary or convenient to effect the purposes of this Agreement.

3. The Property Partnership hereby specifically grants to the United States, upon reasonable prior written notice, access to the public and common use areas of the Project and to unit interiors (subject to the rights of tenants at law and under applicable lease terms) at the Project for all purposes contemplated by the Consent Order.

4. Gateway agrees to provide the Property Partnership with periodic updates regarding the status of surveys, inspections and performance of retrofits at the Project and to respond promptly to reasonable inquiries received from the Property Partnership with respect to actions and steps taken by Gateway under the Consent Order with respect to the Project. Gateway shall perform its coordinating services hereunder at its sole cost and expense and shall not incur expenses on behalf of the Property Partnership except in a manner consistent with budgets established in consultation with the Property Partnership therefor or with reasonable prior notice to the Property Partnership.

5. The Property Partnership hereby agrees to cooperate with Gateway in seeking to fund the cost of any surveys, inspections and retrofit costs, including architect's and contractor's fees, from available replacement reserves or similar reserve funds of the Property Partnership, including obtaining approval therefor from lenders, partners and governmental authorities. To the extent that any such funds are not reasonably available, and the Property Partnership does not otherwise have sufficient cash flow, after meeting operating expenses and debt service and maintaining reasonable operating reserves, to fund such expenses, Gateway agrees to make loans on an interest-free, unsecured basis to the Property Partnership or the general partner thereof to fund such expenses and capital costs. Any such amount shall be repayable out of cash flow as and when available after payment of operating expenses, debt service and required reserves, but prior to distributions (unless such distribution is to the general partner in order to facilitate repayment of the loan to it by Gateway).

6. Gateway hereby agrees to indemnify and hold harmless the Property Partnership from and against all liability and loss arising from any wrongful or tortious conduct by Gateway, its affiliates or any contractor or vendor engaged by Gateway on behalf of the Property Partnership in connection with the performance or evaluation of the retrofits. Neither Gateway nor any of its affiliates shall have any liability or obligation to the Property Partnership or to any other person with respect to the existing compliance or non-compliance of the Project with applicable laws and Gateway makes no representation that any retrofits shall in the future be found in compliance with the FHA or the ADA, except that Gateway represents that such retrofits shall, upon their final completion, be deemed compliant by the United States Department of Justice under the Consent Order with the FHA, the Fair Housing Accessibility Guidelines, the ADA, the ADA Standards and UFAS (all as defined in the Consent Order).

7. Gateway and the Property Partnership each hereby releases and remises the other, and their respective affiliates, officers, partners, shareholders, employees, agents, attorneys, accountants and contractors, from any and all liability or obligation to the other relating to the alleged non-compliance by the Project with the FHA and the ADA.

8. This Agreement, unless otherwise earlier terminated by mutual agreement of the parties, shall continue until the earlier of the completion of all retrofits to the Project and the acceptance thereof by the United States or the expiration of the term of the Consent Order; provided that, the foregoing shall not be deemed to affect or impair any obligation for the repayment of money owed by the Property Partnership or its general partner to Gateway as contemplated hereby, which obligation shall, if requested by Gateway, be evidenced by a separate promissory note.

9. Nothing in this Agreement shall be construed by either Gateway or the Property Partnership as any admission of any violation or non-compliance in any respect by the Project with applicable law, including the FHA and the ADA.

10. There are no third party beneficiaries of this Agreement except the United States with respect to paragraph 3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement are severable. This Agreement may be modified or amended only by a writing signed by each of the parties hereto.

11. This is the entire agreement of the parties with respect to the subject matter hereof; provided that, nothing herein shall alter or impair any of the rights and obligations of the parties under any management agreement between Gateway Management Company, LLC and the Property Partnership.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first set forth above.

GATEWAY PROPERTIES, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_