

UNITED STATES DISTRICT COURT OF THE
 EASTERN DISTRICT OF PENNSYLVANIA

2
 UNITED STATES OF AMERICA,)
)
 Plaintiff,)
) Civil No.: 20-0007
 v.)
)
 HERITAGE SENIOR LIVING, LLC,)
 WESTRUM HANOVER, LP, and G H 3)
 BETHLEHEM P I L , LL ,)
)
 Defendants.)
 _____)

CONSENT ORDER

I. BACKGROUND 2

1. The United States initiated this action on May 13, 2020, captioned *United States v. Heritage Senior Living, LLC, et al.*, No. 20cv 7 (E.D. Pa.), to enforce the Fair Housing Act (“HFA”), 42 U.S.C. §§ 3601-3631, as amended, as set forth in more detail in the complaint and as summarized below. In its complaint, the United States alleges that from at least 2005 to the present, Heritage Senior Living, LLC (“HSL”), a Pennsylvania limited liability company, and Westrum Hanover, LP (“Westrum”), a Pennsylvania limited partnership, discriminated against residents and prospective residents with disabilities at Traditions of Hanover (“Traditions”), a 115-unit multifamily senior housing apartment complex located at 5300 Northgate Drive in Bethlehem, Pennsylvania. The United States’ complaint also alleges that G H 3 Bethlehem P I L , LL , (“G H 3”), a Delaware limited liability company, discriminated against residents and prospective residents with disabilities at Traditions since G H 3 purchased Traditions from its original owner and developer, Westrum, on or about June 6, 2015. G H 3 is a real estate investment trust in the business of leasing a property that primarily serves as non-federally assisted, 2

market rate re ta si g f r pers s ver t e age f 55. HSL, Westr m, a d GAHC3 are e tive y referred t as “Defe da ts.”

2. At a times re eva t eret , HSL as pr vided ma ageme t servi es t Westr m wit respe t t t e Traditi s fa i ity a d as pr vided a d ti es t pr vide simi ar ma ageme t servi es t GAHC3 d ri g t e rse f its w ers ip f Traditi s.

3. Spe ifi a y, t e C mp ai t a ges t at Defe da ts ave e gaged i awf dis rimi ati by reati g a d imp eme ti g a series f dis rimi at ry te a t pa y a d e igibi ity p i ies a d pra ti es t at ex de pers s wit disabi ities. T e C mp ai t a ges t at Defe da ts vi ated t e FHA by, *inter alia*, e a ti g a p i y t at req ired reside ts w se w ee airs t tra sfer fr m t eir w ee airs i t a di i g r m air, e a ti g a p i y t at req ired reside ts w sed m d rized a d -m d rized w ee airs t pay a -ref dab e dep sit, a d req iri g reside ts t sig a ease t at defi es t e term “I depe de t Livi g” a d advises t at t e reside t may be s bje tt a i itia p ysi a assessme t pri r t e try t Traditi s a d p te tia evi ti if a reside t deve ps ertai ea t diti s. I additi , t e C mp ai t a ges t at t e Defe da ts pr vide tra sp rtati as a ame ity a d t at ti 2013 t at tra sp rtati was i a essib e t pe p e w sed w ee airs i vi ati f t e FHA.

4. T e U ited States te ds t at t se a eged a ts a d t ers a eged i t e C mp ai t stit te a patter r pra ti e f resista e t t e f e j yme t f rig ts gra ted by t e FHA, a d de ia t a gr p f pers s f rig ts gra ted by t e FHA, w i de ia raises a iss e f ge era p b i imp rta e.

5. Defe da ts ave de ied a d ti ed t de y t e U ited States’ a egati s f wr gd i g, i di g, wit t imitati , a y a d a a egati s t at Defe da ts ave

discriminate against any person or class of persons prohibited by the FHA or have otherwise violated the law.

6. The United States and Defendant(s) collude civilly, have voluntarily agreed or solved the United States' claims against Defendant(s) by this Order, said by the said law.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

7. The Court has jurisdiction over this case, and may render its final judgment, under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614).

III. LIMITATION AND SCOPE OF ORDER

8. **HSL:** With respect to HSL, the provisions of this Court's Order apply only to all single-family residential, operated, and/or managed by HSL within the United States of America which "Covered HSL Facility" and any combination thereof referred to collectively as "Covered HSL Facility") and set forth in Exhibit I. The Parties acknowledge that the residential property or managed by HSL includes "independent living" facilities or have included "independent living" components, such as, but not limited to, laws, rules, and regulations of the States where the facility is located from providing services and/or amenities which apply for, qualify for, derive license from State, County, Municipal, or other regulatory body or agency. No hearing shall be conducted or require HSL or any such independent living facility owned, operated, or managed by Defendant(s), including HSL, to provide civil levels of care, services, and/or amenities which are provided under laws, rules, and regulations of the applicable state, county, and/or municipality where such facility is located unless it is specifically required by

said state and/ or municipality and is directly liable and shall accordingly hereinafter be construed to require Defendants in filing HSL to apply for and obtain a license for services provided by law or regulation that provide a higher level of care and additional services and amenities with respect to a system of independent living facilities owned by a Defendant. Defendants are prohibited from being managed by HSL. Likewise the Parties acknowledge and agree that many facilities operated or managed by HSL are liable to provide varying levels of care by the applicable state or other regulatory bodies and/or agencies and are required to comply with state laws and regulations that maintain the same. Accordingly this agreement shall be construed to require any licensed HSL Facility to take any action that refrains from taking any action that would be in compliance with the licensing regulations of the applicable state or other regulatory body or agency that issued a facility's license. Further this agreement shall require HSL or any licensed HSL Facility to provide a level of care services and amenities that it actually provides under its current license and to apply for and obtain a license for services and amenities that it actually provides under the laws and regulations of the applicable state or other regulatory body.

9. **GAHC3:** With respect to GAHC3 the provisions of this Consent Order apply to any and all "independent living senior housing facilities" owned, operated and/ or managed by GAHC3 (each a "Covered GAHC3 Facility" and collectively referred to hereinafter as "Covered GAHC3 Facilities") (Covered HSL Facilities and Covered GAHC3 Facilities are referred to collectively hereinafter as "Covered Facilities") and are set forth in Exhibit I. Nothing herein shall be construed to require GAHC3 or any system of independent living facilities owned, operated or managed by GAHC3 to provide services and amenities that it actually provides under the laws and regulations of the applicable state or other regulatory body.

or agent hereafter, or any other person, shall be required to require GAHC3 to apply for, obtain, or receive an license to provide a higher level of care or additional services or amenities in respect to an independent living facility owned, operated, or managed by GAHC3.

IV. GENERAL INJUNCTION AND NONDISCRIMINATION PROVISIONS

10. **Injunction:** Defendant and their respective officer, employee, agent, trustee, and assignee, shall not:

(a) Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to an applicant or renter because of disability, either themselves or through their respective employee, agent, or representative;

(b) Discriminate against an person in the terms, condition or privilege of renting a dwelling unit, or in the provision of services or facilities in connection therewith, because of disability; or

(c) Make, print, publish, or cause to be made, printed, or published, any notice, statement or advertisement in respect to the rental of a dwelling that states a preference, limitation, or discrimination based on disability.

V. SPECIFIC INJUNCTIVE RELIEF

A. Provisions Related to Adoption and Implementation of Non-Discrimination Policies and Other Pertinent Documents

11. **Policies:** Except as otherwise set forth in this Paragraph 11 and its subpart, in its entirety (60) days after the entry of this Consent Order, the Defendant shall:

(a) Ensure that the owner, principal, and executive of each of the Defendant, any Tradition employee or agent involved in selling, marketing, renting, managing or providing services to residents, including, specifically, the Executive Director, all

members of the marketing and Residence Life Departments, any other Traditions departments, and all employees or agents who supervise such persons. Traditions, in compliance with the requirements of the FHA, particularly as they pertain to persons with disabilities and its Consent Order, including the revised policies discussed in Paragraphs 12 through 15 (collectively, the "Traditions Policies"). Defendants shall provide a copy of this Consent Order and a copy of the revised Traditions Policies to all current owners, principals, executives, employees, and agents, including those specifically identified in this Paragraph 11() and require each person receiving the Traditions Policies to execute and return an Acknowledgment of Receipt of Consent Order and Traditions Policies (the "Acknowledgments"), the form of which is attached hereto as Exhibit A. Defendants will maintain and produce said executed Acknowledgments to the United States in accordance with their reporting obligations under this Consent Order;

(b) Within ten (10) days of the entry of this Consent Order, post the "Equal Housing Opportunity" sign in Traditions' rental office and any other rental office of residential rental property owned or managed by Defendants, which indicates that all premises are available for rental on a non-discriminatory basis. An 11-inch by-14-inch poster complies with 24 C.F.R. Part 110 will satisfy this requirement. Such posters shall be placed in prominent, well-located areas in the rental office or other location where rental business is regularly conducted, where it is easily readable. Defendants may use HUD Form 928, available on the internet at: <https://portal.hud.gov/udportal/documents/uddoc?id=928.1.pdf>; and

(c) Within ten (10) days, require all advertising conducted by Defendants with respect to Traditions or any other multi-family residential rental property owned or managed by Defendants in newspapers, telephone directories, radio, television, websites or other mass-media, including, without limitation, all billboards, pamphlets, brochures, and other

promotio it r t r , i c d ith r f ir ho si g ogo, th words “ q ho si g opport ity provid r,” d/or th fo owi gs t c : “We r q opport ity ho si g provid r. We do ot discrimi t o th b sis of r c , co or, tio origi , r igio , s , f mi i st t s or dis bi ity.” Th words or ogo sho d b gib d promi t y p c d. x

12. **Resident Agreement:** Withi thirty (30) d ys ft r th try of this Co s t Ord r, D f d ts sh m e d th R sid t Agr m e t sig d by r sid ts t Tr ditio s to co form with th r q ir m e t s of th F ir Ho si g Act d this Ord r d sh h v y w r sid ts c t th m e d d R sid t Agr m e t. D f d ts h v propos d to s th doc m e t tt ch d h r to s E hibit B s th m e d d R sid t Agr m e t, d th U it d St t s do s ot obj ct to th s of th t doc m e t. D f d ts wi ot m e d th R sid t Agr m e t tt ch d s E hibit B witho t th U it d St t s’ prior writt co s t d pprov .

13. **Resident Handbook:** Withi thirty (30) d ys ft r th try of this Co s t Ord r, D f d ts sh m e d th R sid t H dbook giv to r sid ts t Tr ditio s to i c d th provisio s tt ch d s E hibit C.

14. **Reasonable Accommodation & Modification Policy:** Withi thirty (30) d ys ft r th try of this Co s t Ord r, D f d ts sh r sci d isti g po ici s gov r i g th h d i g d provisio of r so b æccommod tio s a d imp me t th R so b Accommod tio d Modific tio Po icy tt ch d s E hibit D for r c ivi g d h d i g r q sts m d by p rso s with dis bi iti s for r so b cccommod tio s t Tr ditio s. D f d ts sh ot b r q ir d by th Gov r m e t to d rt k y r so b cccommod tio th two d c s or r q ir Tr ditio s or y D f d ts to pp y for y ic s r d r th ws of y pp ic b st t , co ty, m u icip ity, or oth r r g tory body or g cy oth r th thos th t r r q ir d of y m utif mi y d v opm e t i th pp ic b st t , co ty, or m u icip ity

where each activity is located. Likewise, Defendant has not been required by the Government to undertake any reasonable accommodation or make any reasonable modification at any given activity. Granting the requested accommodation or modification would cause Defendant to violate any applicable state, county, or municipal law, rule, regulation, or ordinance or become otherwise non-compliant with the terms and conditions of any child day care center.

5. **Motorized Mobility Assistance Device Policy:** Within thirty (30) days after the entry of this Consent Order, Defendant has recommended existing policies governing the use, ownership, and/or possession of motorized mobility assistance devices, including, *inter alia*, motorized wheelchairs and scooters, and implement the Motorized Mobility Assistance Device Policy attached hereto as Exhibit E, *in* thereof.

6. **Review, Rescission, and/or Revision of Any Other Non-Compliant Policies, Procedures, Practices, Rules and Regulations at Traditions:** Within thirty (30) days after the entry of this Consent Order, Defendant has reviewed all policies and practices regarding eligibility and occupancy at Traditions to ensure they do not include any provision that discriminate against people with disabilities. If any such policy is inconsistent with the FHA or discriminate against people with disabilities, Defendant has, within forty-five (45) days after the entry of this Consent Order, either recommended or revised such policies to be consistent with the amendment to the policies described in Paragraphs 2 through 5, *supra*, and Exhibits B through E and provide such revised policies to the United States for approval. If the United States does not approve Defendant's proposed revision, Defendant has revised the policies until they are approved by the United States. Defendant has implemented any such revised policies within thirty (30) days of approval by the United States. HSL specifically represents that HSL never implemented the

“Case Management Policy” referred to by the Court and further represents the HSL for the rescinded the “Case Management Policy” upon learning of its existence.

17. **Distribution of Documents Revised in Accordance with this Order:** Within (10) days after the date of the revised Residee Agreement, Residee Handbook, Reasonable Accommodations and Modifications Policy, and Motorized Mobility Assistance Device Policy described in paragraphs 12 through 15, *supra*, (collectively, the “Tradition Policies”), Defendants shall provide one (1) copy of the Tradition Policies to all residents at Tradition. If a resident is legally unable to make decisions for himself or herself or has authorized a responsible person or exercised a power of attorney on so ~~o~~ e, Defendants shall provide one (1) copy of the Tradition Policies to the resident’s guardian, responsible person, holder of power of attorney or ~~o~~ ex-officio, if no such person has been appointed to manage the resident’s affairs. Defendants shall make the Tradition Policies available in the Tradition’s real estate and/or business office and shall provide the same to each prospective tenant when he or she pays a deposit in anticipation of residing at Tradition or a day in accordance with the Order.

18. **Implementation of Consistent Agreements, Policies, and Procedures at Other Properties Governed by this Order:** Within forty-five (45) days after the entry of this Court’s Order, each Defendant shall review all of the resident agreements, policies, procedures, handbooks, and other documents similar in form or substance to the Tradition Policies currently in place at each of their respective Covered Facilities in order to determine if each such facility’s agreements, policies, and procedures are consistent with the FHA, as exemplified by the revised Tradition Policies. If any such policy is inconsistent with the FHA, Defendants shall, within sixty (60) days after the entry of this Court’s Order, identify the revised agreements, policies, or procedures that are not in compliance with the FHA and provide a declaration to the United States

identifying the property, describing the policy that was revised, and stating that the policies or the property are consistent with the FHA, as exemplified by the revised Traditions Policies. The endents shall provide copies of such revised agreements, policies or procedures to the United States upon request. If the United States determines that the policy is inconsistent with the FHA, the United States will advise the endents in writing of its determination and specify the provision or provisions that the United States contend does not comply with the FHA. Within ten (10) days of receiving such written notice from the United States, the endents shall revise the agreement, policy or procedure to issue and provide it to the United States for approval. If the United States does not approve the endents' proposed revisions, the endents shall revise the policy until it is approved by the United States. The endents shall implement the revised policies within ten (10) days of approval by the United States. D

B. Provisions Related to Appointment and Responsibilities of Fair Housing Compliance Officer:

19. **Fair Housing Compliance Officer:** Within thirty (30) days after the entry of this Consent Order, the endents shall designate an employee who works at the Covered Facility as the "Fair Housing Compliance Officer." Each Covered Facility's Fair Housing Compliance Officer shall have the following responsibilities:

() Submit in copies of this Consent Order, the Reasonable Accommodation Policy, the HUD Complaint Form, and the HUD pamphlet entitled "Are you a victim of housing discrimination" (HUD official forms 903 and 903.1, respectively). The Fair Housing Compliance Officer shall make the materials set forth in this Paragraph 19() available to prospective residents, residents, and family members upon request, including all persons making housing discrimination complaints to the endents;

(b) Receive components furnished in submitted by or on behalf of any contractor resident(s), any person(s) living with any contractor resident(s), or the acting on behalf of any contractor resident(s), communicate any such components furnished in the facility's Executive Director or chief executive, maintain records related to any such components furnished in, and maintain copies of any documents related to any such components furnished in and

(c) In accordance with the Reasonable Accommodations/Modifications Policy, the Fair Housing Compliance Officer will be responsible for:

() receiving requests for reasonable accommodations and modifications from residents, prospective residents, and the acting on the behalf

() ensuring that either the requesting party or the facility employee receiving the request completes Reasonable Accommodation/Modification Request Form and

() timely; transmitting; completed; Reasonable Accommodation/Modification Request Forms to the facility's Executive Director, who will ultimately determine whether to grant or to deny any given request and whether, in certain circumstances, modified documentation or information is needed to process request, as permitted by law.

(d) The Fair Housing Compliance Officer should act on behalf of any party requesting reasonable accommodations in the basis of safety, or making component regarding furnished in. The Fair Housing Compliance Officer should ensure that the Executive Director and/or the facility respond to, communicate about, and make determinations when necessary on such requests in a timely basis.

(e) In the event the executive Director and/or facility denies requested accommodation or modification, the Fair Housing Compliance Officer Transactions and any other Covered Facility will ensure potential alternative accommodations or modifications are offered and discussed;

(f) Any denial of Reasonable Modification/Accommodation request will be sent to HSL's corporate office within forty-five (45) days, where the corporate Fair Housing Compliance Officer will review the denial to ensure compliance with the FHA; and

(g) The Fair Housing Compliance Officer will ensure Reasonable Accommodation/Modification Request Forms are completed, signed, and dated by all relevant parties and will maintain copies of each such form with any and all other relevant documents and communications pertaining to the request.

20. **No Raising of Rents or Fees:** Defendants, their agents, and affiliated companies may not raise the rent or fees of any dwelling unit, or demand deposit or other fee for dwelling unit Transactions or any other Covered Facility to offset any of the costs incurred as a result of their compliance with their obligations under the Consent Order. Nothing herein shall be interpreted to prevent Defendants from raising rents or fees on any Covered Facility in the ordinary course of business, provided such rent or fee increase is not imposed for the purposes of recouping costs expended to comply with their obligations hereunder.

C. Provisions Related to Acquisition, Sale, Transfer, or Other Disposition of Interest in Covered Facilities:

21. **Acquisition of a Covered Facility:** If during the duration of this Consent Order any Defendant acquires direct or indirect management, ownership, leasehold, financial or controlling interest in any other multifamily residential rental property, such property will be subject to the applicable provisions of this Consent Order.

22. **Sal a sf o Dispositio of Cov d Facility:** If, d ring the d ration of this Consent Order, GAHC3 sells or transfers Traditions to a bona fide, third-party p rchaser in an arms-length transaction, s ch property will cease to be s bject to this Consent Order, provided that HSL no longer manages Traditions after the sale or transfer. For p rposes of this Consent Order, a “bona fide, independent third-party p rchaser” means a p rchaser with whom GAHC3, or its owners or principals, have no c rrent or past financial, contract al, personal or familial relationship. An “arms-length transaction” is one that has been arrived at in the marketplace between independent, non-affiliated persons, nrelated by blood or marriage, with opposing economic interests regarding that transaction. A corporation or entity of which a Defendant is an officer, partner, employee, or agent, or in which a Defendant has an ownership, financial, or controlling interest, is not a “bona fide independent third-party p rchaser” and any transaction involving s ch a p rchaser will not q alify as an “arms-length transaction.”

23. **Futu Co v ya c o Assig me t of Cov d GAHC3 Facility:** If, at any time d ring the d ration of this Agreement, GAHC3 maintains that its obligations nnder this Consent Order have terminated or changed beca se GAHC3 has sold or transferred one or more Covered Facility to a bona-fide, independent third party p rchaser in an arms-length transaction, GAHC3 shall inform the United States within thirty (30) days of s ch transaction and provide the date of the sale or transfer, copies of the sale or transfer doc ments, and the name(s) and contact information for the s bseq ent p rchaser.

24. **Sal of Cov d GAHC3 Facility to GAHC3 Affiliat o Subsidia y:** If any transfer of interest in all or a portion of any Covered GAHC3 Facility as set forth in Paragraph 22, *supra*, is not an arms-length transaction, Defendants shall remain jointly and severally liable, along

with the release of the transferee, for any violations of this Consent Order, exceptions limited by Paragraph 25

25 **Termination of HSL Management by Covered HSL Facility:** If at any time during the duration of this Consent Order, HSL ceases to manage or operate any Covered HSL Facility for any reason, HSL shall inform the United States within thirty (30) days of the termination of HSL's management and/or operation of Covered HSL Facility, which from the date of HSL's termination forward will no longer be bound by this Consent Order, provided that management or operation of said Covered HSL Facility is not transferred to any parent, subsidiary, affiliate, or agent of HSL. If management and/or operation of said Covered HSL Facility is transferred to parent, subsidiary, affiliate, or agent of HSL, the Covered HSL Facility will remain bound to fulfill its obligations under this Consent Order for the duration of its term.

D. Provisions Related to Implementation of Educational Program:

26 **Educational Program for Persons with Existing Relationships with Defendants:** Within one hundred twenty (120) days after the entry of this Consent Order, the owners, initials, and executives of each of Defendants and any of their employees or agents involved in showing, marketing, renting, managing or providing residential life and service management services to residents, including, specifically the Executive Director, all members of the Marketing and Residential Life Departments, and any other department managers, and all employees or agents who supervise or supervise any Covered Facility, shall attend in-person training with respect to the requirements for those who control residential rental property and their property managers set forth in the FHA, including the FHA's provisions related to discrimination on the basis of disability, discriminatory statements, reasonable accommodations, reasonable modifications, and any new or revised policies adopted pursuant to this Consent Order.

The transfer of the trust shall be dependent on the Defendant, qualified to conduct such trust, and approved by the United States. Any expenses associated with the trust shall be borne by the Defendant and/or the Covered Facility receiving the trust, as required by the Defendant and Covered Facilities. Defendants shall obtain Certificates of Attendance, the form of which is attached hereto as Exhibit F, executed by each individual who received trust, confirm the receipt. Defendants shall send a copy of the executed Certificates to counsel for the United States in accordance with the report of the defendant, described *infra*. Notwithstanding the foregoing, Defendants may utilize web courses that are qualified to set forth above, including videotapes the ability to request, and approved by the United States.

27. **Educational Program for New Employees and Agents:** During the term of this Consent Order, all employees of Defendants of the Covered Facilities who are involved shall, market, retail, maintain, and provide services to residents, including, but not limited to, any member of the Market or Resident Life Departments, and all employees who report to such supervisors, shall, within thirty (30) days of commencement of employment relationship with the Defendant or Covered Facility, be provided the trust described in Paragraph 26, *supra*. Defendants shall obtain Certificates of Attendance, the form of which is attached hereto as Exhibit F, executed by each individual who received trust, confirm the receipt. Defendants shall send a copy of the executed Certificates to counsel for the United States in accordance with the report of the defendant, described *infra*.

E. Provisions Related to Document Retention and Reporting Obligations:

28. **Reports:** Within sixty (60) days after the entry of this Consent Order, and every six (6) months thereafter (each such period of time which shall be referred to as "Report

Period regarding the term of this Consent Order as set forth in Paragraph 46 below, GAHC and Transitions (for purposes of these provisions, each a "Reporting Defendant") each shall deliver to counsel for the United States¹ a report (the "Compliance Report"). The last such report must be submitted to the United States no later than sixty (60) days prior to the expiration of this Consent Order. Each Compliance Report will contain information regarding the Reporting Defendant's compliance efforts with respect to each of their respective Covered Facilities² regarding the preceding reporting period, including:

(a) A spreadsheet showing the name and address of any prospective resident or resident who receives the Transitions Policies regarding the immediately preceding Reporting Period, including the date on which the Transitions Policies were provided, demonstrating compliance with Paragraph 17;

(b) Any written or oral complaint that the Reporting Defendant receives regarding the immediately preceding Reporting Period whereby someone alleges that the Reporting Defendant improperly engaged in housing discrimination. Regardless of the form of the Complaint, the Compliance Report shall describe the specific nature of the complaint by a prospective resident or resident and include the complainant's name, address, a telephone

¹ All correspondence required to be sent to the United States under the provisions of this Consent Order shall be sent by overnight delivery to the U.S. Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, ATTN: Heritage Sector Living, DJ# 175-62-405, at the following addresses:

4 Constitution Square
150 M Street, NE, Suite 8.000
Washington, D.C. 20002

Correspondence may also be sent via electronic mail to the U.S. Department of Justice, care of a representative for the United States whom the United States will designate for Defendants.

² The Parties acknowledge that HSL presently manages three (3) Covered GAHC Facilities and, in the interest of avoiding duplication of work and other resources: (1) each such facility will have only one (1) Fair Housing Compliance Officer, who will be appointed by HSL; and (2) each such facility will generate only one (1) Compliance Report to the United States at the end of each Compliance Period.

number. The complainant is written, the Reporting Defendant shall provide a copy of it with the Compliance Report. The Reporting Party shall also promptly provide the United States with all information it may request concerning any such complainant. The Reporting Defendant deems a complainant to be resolved, Reporting Defendant shall inform the United States of the details of the Resolution within thirty (30) days of the resolution of such complainant;

(c) A written statement regarding: (i)(1) the adoption and implementation of the Tadiations policies described in paragraphs 12 through 15; (2) the revision, rescission or adoption, and implementation of any of the Tadiations' policies, procedures, agreements or other documents described in paragraph 16; and (3) Covered Facilities of the Tadiations, the adoption and implementation of any resident agreements, policies, procedures, handbooks, and other documents described in paragraph 18 during the immediately preceding Compliance Period. The foregoing statement set forth in this paragraph 28(c)(i) will identify (1) the policy, procedure, agreement or other document adopted and implemented during the Compliance Period, and (2) the date of adoption and implementation. For Covered Facilities of the Tadiations, the foregoing statement will include (1) the classes of persons (i.e., officers, employees, agents, residents, prospective residents) to whom the newly adopted and implemented policy, procedure, agreement or other document was distributed and/or communicated, and (2) the date(s) for each such distribution or communication of the newly adopted or implemented policy, procedure, or other pertinent document was distributed or communicated;

(d) One (1) section paragraph of the Covered Facility's annual officer demonstrating compliance during the immediately preceding Compliance Period with paragraph 11(b) of this Consent Order, which requires the posting of an "Equal Housing Opportunity" sign in Tadiations' annual officer P

(e) Announcements regarding requests for reasonable accommodations for modifications may present the FHA receive by the Covered Facility regarding the immediate preceding Compliance Period in line with limitation one (1) part (i) each shall written request a part of the complete Fair Housing Reasonable Accommodation/Modification Form pertinent to each such request a accommodation for modification; and (ii) an non-privilege immunity regarding each such reasonable accommodation request and the inspection thereof demonstrating compliance with Paragraph 14.

(f) One (1) part of each execute Acknowledgment of Receipt of Consent Order and Tractions Policies (Exhibit A) receive regarding the immediate preceding Compliance Period as required by Paragraph 11(a); and

(g) One (1) part of each execute Certification of Fair Housing Training (Exhibit F) receive regarding the immediate preceding Compliance Period as required by Paragraphs 26 and 27.

29. **Records:** During the term of this Consent Order as set forth in Paragraph 46 of this Consent Order Defendants shall maintain all records kept in relation to the rental advertising and marketing for rental of Covered Facilities and in relation to Defendants' compliance with this Consent Order. Upon reasonable notice counsel for Defendants representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times or upon request by the United States the Defendants shall provide copies of such records; provide however that the United States shall endeavor to minimize any inconvenience and associate costs to Defendants.

30. **Compliance Testing:** During the term of this Consent Order the United States may take steps to monitor the Defendants' compliance with this Consent Order in line with but not

limited to using fair housing tests at any Covered Facility. Nothing in this Consent Order shall in any way limit or prevent the United States from exercising the rights and powers afforded it under any law or regulation of the United States including with respect to the Fair Housing Act 42 U.S.C. §§ 3601 *et seq.* or related regulations.

VI. MONETARY DAMAGES FOR AGGRIEVED PERSONS

31. **Aggrieved Person Fund**: Within fifteen (15) days after the entry of this Consent Order Defendants shall deposit into an interest-bearing escrow account the sum of Two Hundred Fifty Thousand (\$250,000) dollars for the purpose of paying monetary damages to prospective current and former residents of Tract(s) deemed by the United States to be aggrieved persons (hereinafter “aggrieved persons”). This deposited money shall be referred to as the “Initial Settlement Fund.” All expenses related to the establishment of the account shall be borne by Defendants. Within fifteen (15) days of the establishment of the Initial Settlement Fund Defendants shall submit proof to the United States that the account has been established and the funds deposited.

32. **Accrued Interest**: Any interest accruing to the Initial Settlement Fund shall become a part of the Fund and be utilized as set forth herein.

33. **Taxes**: Defendants shall be solely responsible for any taxes assessed or withheld on any interest earned on money deposited pursuant to Paragraph 31 above.

34. **Notices**: Beginning within thirty (30) days after the entry of this Consent Order the Defendants shall publish a Notice to Potential Victims of Housing Discrimination (“Notice”) in the form of the Notice at Exhibit G informing readers of the availability of monetary damages. Each Notice shall invite such persons to contact us self or the United States within one hundred and twenty (120) days of the entry into effect of this Consent Order. The Notice shall be published

at least s occas ons n publ cat ons w th n the Allentown-Bethlehem-Easton, Pennsylvan a
Metropol tan Stat st cal A ea, both onl ne and n p nt, nclud ng, w thout l m iat on The Mo n ng
Call, and nclud ng at least th ee 3 sepa ate occas ons on Sunday, n a space measu ng at least
one-fou th 1/4 of a page. The p ov s ons of Pa ag aphs 34 th ough 43 shall solely apply to
GAHC3 BETHLELEM PA ILF, LLC and none of the ent t es set fo th on E h b t I.

35. **Notice Publication:** Defendants shall complete the publ cat on of all not ces w th n
nety 90 days afte the date of the ent y of th s Consent O de . Defendants shall p ov de a copy
of the ha dcopy and onl ne newspape s conta n ng each such Not ce to counsel fo the Un ted
States w th n f fteen 15 days afte publ cat on of the Not ce.

3 . **Notices to Persons Potentially Impacted:** With n f fteen 15 days afte the ent y
of th s Consent O de , the Defendants shall p ov de a copy of the Not ce set fo th n E h b t G to
all of ts cu ent and fo me es dents at T ad t ons s nce Janua y 1, 2005. If a fo me es dent s
deceased, o a cu ent es dent s legally unable to make dec s ons fo h m- o he self, the
Defendants shall send a copy of the Not ce set fo th n E h b t G to the last known ne t of k n,
ep esentat ve of the decedent's estate o othe espons ble pa ty dent f ed n the Defendants'
eco ds. W th n th ty 30 days afte the ent y of th s Consent O de , Defendants shall p ov de
counsel fo the Un ted States w th a decla at on aff m ng that the Not ce has been sent togethe
w th a sp eadsheet show ng each ec p ent's name, add ess, and date the Not ce was sent.

37. **Records Submittals:** With n th ty 30 days afte the ent y of th s Consent O de ,
Defendants shall p oduce any ental/tenancy eco ds, o any othe eco ds n the possess on,
custody o cont ol, that w ll ass st the Un ted States n dent fy ng pe sons who may be ent tled to
el ef unde th s Consent O de , to the e tent that any such documents we e not p ev ously
p oduced to o obta ned by the Un ted States du ng the cou se of ts nvest gat on. Such eco ds

shall include, but not be limited to, compliance with the following requirements, or soliciting to request compliance, or soliciting to request for reasonable accommodations, or soliciting to a year since the date of the individual's home assistance, or soliciting to potential applicants who were discharged from applying for services or eligibility to a health condition, or soliciting to a resident's status of a mobility aid, including the payment of fees to a motorized mobility assistance vehicle, a year since the date of the individual's discharge to a health condition.

38 **Retained Rights:** Nothing in this Cost Order shall preclude the United States from making its own efforts to locate a provider to potential aggrieved persons.

39 **Determination Process:** Within one hundred eighty (180) days after the entry of this Cost Order, the United States shall determine which persons are aggrieved and appropriate amount of damages that should be paid to each person. The Defendants agree that the determination of the United States shall be final, and the Defendants hereby waive the right to contest the United States' determination in this or any other proceeding. The Defendants agree as part of this Cost Order that they will not seek to interfere with or oppose the United States' determination regarding Aggrieved Persons and appropriate amount of damages to a health condition.

40 **Communications Concerning Determinations:** Within two hundred (200) days after the entry of this Cost Order, the United States will inform Defendants in writing of its determination regarding Paragraph 39, together with a copy of a sworn declaration from each aggrieved person, or if an aggrieved person is deceased or incapacitated or incompetent, a copy of a sworn declaration from the administrator, executor, or representative of that person's estate, if the aggrieved person is deceased, or other responsible party, if the aggrieved person is incapacitated or incompetent, setting forth: (1) the identity of the aggrieved

party; 2 the relations of the decedent to the aggrieved party and/or the aggrieved party's state, if the aggrieved party is deceased; 3 with respect to the decedent's authority to act on the aggrieved party's behalf, if the aggrieved party is deceased, to act on the state's behalf; 4 with respect to the aggrieved party is deceased, and if known by the decedent, the state's caption or style of the probated will, including its docket number, case number, and/or file number, and the applicable state, county, or municipal court, as applicable, or other governmental agency where the state is or is based on for probate and administration; and if unknown by the decedent, no further description is required; 5 if the aggrieved person died intestate or with a will that did not go through a probate process, or if the will is based on probate and the state is closed, the names of the heirs at law or devisees and their compensation from the settlement fund pursuant to the will or applicable state law; and 6 the factual basis of the aggrieved party's alleged claim.

41. **Settlement Fund Funding:** The Initial Settlement Fund will comprise up to thirty (30) Aggrieved Persons. Accordingly, if, following the parties' submission of their recommendations for distribution as described in Paragraph 42, below, the Court approves the claim of thirty (30) or fewer Aggrieved Persons to receive payment from the Settlement Fund, Defendants shall have no further obligation to pay any money into the Initial Settlement Fund. If, following the parties' submission of their final recommendations for distribution, as described in Paragraph 42, the Court approves the claim of at least thirty-one (31) Aggrieved Persons, but no more than fifty (50) Aggrieved Persons to receive payment from the Settlement Fund, Defendants shall deposit an additional Fifty Thousand (\$50,000) dollars into the Initial Settlement Fund within ten (10) days of the Court's entry of the Court's Order approving or denying payment of any claim submitted for consideration, thus, increasing the total value of the Settlement Fund from Two Hundred Fifty Thousand Dollars (\$250,000) to Three Hundred Thousand Dollars (\$300,000). If,

following paragraph's submission of their final recommendations for distribution, as described in Paragraph 42, Court approves claims of fifty-one (1) or more Arrived Persons in total or civil money from State Fund, Defendant's additional \$7,000 in Total State Fund amount specified in Paragraph 42, in excess of the total value of State Fund from Two Hundred Fifty Thousand Dollars (\$200,000) or Two Hundred Twenty-Five Thousand Dollars (\$225,000). The Parties explicitly agree that Defendant shall have no obligation to pay more than a total of Two Hundred Twenty-Five Thousand Dollars (\$225,000) in total to State Fund, regardless of number of Arrived Persons approved by Court or civil payment from State Fund or of any other quality of claims asserted or approved. The Parties further agree that Defendant's obligation to pay in total Two Hundred Fifty Thousand Dollars (\$200,000) is absolute and shall occur, notwithstanding any claim for payment from State Fund pursuant to terms of this Arrangement, unless Court does so approve any claims submitted by United States for payment from State Fund.

42. **Joint Final Recommendations:** After completion of process described in Paragraph 40, the Parties shall submit their joint final recommendations for distribution of State Fund to Court for approval. The Court will issue an Order approving or denying payment of any claims submitted for consideration. Within (10) days of Court's entry of an Order, Defendant shall deposit any additional funds necessary to compensate Arrived Persons in total State Fund pursuant to Paragraph 31.

43. **Delivery of Payment:** Within thirty (30) days after Court's entry of Order approving payment to arrived persons, Defendant shall deliver to United States checks payable to arrived persons, states, or their(s) of their satisfaction arrived persons did

intest test it ill t t did n t g t ug t e p b te p cess in t e m aunts pp ved by t e C u t, p vided t e gg iev ed pe s n, est te's execut pe s n l ep esent tive, s p plic ble, ei s cting n be lf f n inc p cit ted cl im at s executed ele se in t e f m f Ex ibit H. n n event s ll () t e Defend nts ny Defend nt be equi ed t fund ny m aunt in excess I f t e m aunt set f t in P g p 41 f pu p ses f t is C nsent O de , nd (b) t e gg eg te f ll suc c ecks t ny gg iev ed p ty exceed t e m aunt f t e Settlement Fund, including ny I cc ued inte est. f t e C u t dete mines t t t e e e t i ty (30) fe e Agg iev ed Pe s ns nd if t e niti l Settlement Fund is n t fully depleted f ll ing t e p yments f ll m aunts due t t se Agg iev ed Pe s ns, t en, ny m oney em aning in t e niti l Settlement Fund s ll be p id t t e United St tes T e su y in t e f m f n elect nic funds t nsfe pu su nt t itten inst ucti ns t be p vided by t e United St tes.

VII. CIVIL PENALTY

44. **Civil Penalty:** Wit in ten (10) d ys fte t e ent y f t is C nsent O de , Defend nts s ll m ke p yment f Fifty-Five T us nd D ll s (\$55,000) t t e United St tes s civil pen lty pu su nt t 42 U.S.C. § 3614(d)(1)(C); 28 C.F.R. § 85(b). T is p yment s ll be in t e f m f n elect nic funds t nsfe pu su nt t itten inst ucti ns t be p vided by t e United St tes.

VIII. DURATION OF CONSENT ORDER AND TERMINATION OF LEGAL ACTION

45. **Term:** Except s p vided in P g p 10, t is C nsent O de s ll em an in effect f pe i d f t ee (3) ye s fte its ent y.

46. **Jurisdiction:** T e C u t s ll et in ju isdicti n ve t is cti n f t e du ti n f t e C nsent O de f t e pu p se fenf cing its p visi ns nd te ms f pe i d f t ee (3)

years after every is Case Order. The United States may move the Court execute the duration of Case Order in the interests of justice.

47. **Amendment to Duration:** Any time limits or performance imposed by this Case Order may be exceeded by mutual written agreement of the parties. The other provisions of this Case Order may be modified only by motion of the Court.

IX. ENFORCEMENT OF CONSENT ORDER

48. **Dispute Resolution:** The parties shall endeavor to resolve informally any differences regarding interpretation and compliance with this Case Order prior to bringing summary judgment or other resolution. However, in the event of a failure by the Defendant to promptly make any action required by this Case Order or otherwise act in accordance with any provisions hereof, the United States may move the Court impose any remedy authorized by law or equity or violate this Case Order. Remedies include, but are not limited to, injunctions, contempt, an order requiring performance, summary judgment, award of attorney's fees, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform.

X. COSTS OF LITIGATION

49. **Fees and Costs:** Except as provided in Paragraph 48, each Party shall bear its own legal expenses incurred in connection with this matter, including, without limitation, any costs incurred in connection with preparation, litigation, and performance of this Case Order, with litigation, or with the United States' investigation that gave rise to litigation.

XI. TERMINATION OF LITIGATION HOLD

50. **Termination of Litigation Hold:** The Parties agree that, as a condition of execution of this Case Order by the parties, litigation is "reasonably foreseeable"

concern n e aers descr bed above. To e ex en a e er par y prev ously h e ed a l a on old o preserve docu es, elec ron cally smed nfor on (“ES”) or n s rela ed o e aers descr bed above, e par y s no lon er requ red o an a n suc l a on old. No n n s Parap 50 rel ves any Par y of any o er obl a ons qsed by s Consen Order.

The undersigned apply for and consent to the entry of this Consent Order:

Da ed: June 17, 2020

For Plaintiff United States of America:

W LL AM M. McSWAN I
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Eas ern D s r c of Pennsylvan a I

ER C S. DRE BAND
Ass s an A orney General
C v l R s D v s on

s/ Gre ory B. Dav d I
GREGORY B. DAV D I
Ass s an Un ed S a es A orney
C ef, C v l D v s on I
Un ed S a es A orney’s Off ce for e
Eas ern D s r c of Pennsylvan a I
I

s/ Lauren M. Marks I
SAMEENA SH NA MAJEED
C ef
ANDREA K. STE NACKER
Spec al L a on Counsel
JUL E J. ALLEN
LAUREN M. MARKS
Tr al A orneys

s/ Charlene Keller Full re
CHARLENE KELLER FULLMER
Ass s an Un ed S a es A orney
Deputy C ef, C v l D v s on I
Un ed S a es A orney’s Off ce for e
Eas ern D s r c of Pennsylvan a I
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Hous n and Cm bEnforce n Sec on
C v l R s D v s on
U.S. Depar re of Jus ce
4 Cons u on Square
150 M S ree NE
Su e 8.000

s/ Mic ael S. Macko I
M CHAEL S. MACKO I
Ass s an Un ed S a es A orney I
Un ed S a es A orney’s Off ce for e
Eas ern D s r c of Pennsylvan a I
615 C es nu S ree , Su e 1250 I
P ladelp a, PA 19106 I
P one: (215) 861-8415 I
E a: Mic ael.Macko@usdoj. ov I

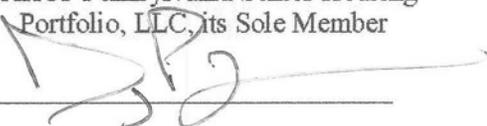
Was n on, DC 20530
P one: (202) 307-6275
Fax: (202) 514-1676
E- a: Julie.Allen@usdoj. ov
Lauren.Marks@usdoj. ov
A orneys for Pla n ff
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For Defendants:

GAHC3:

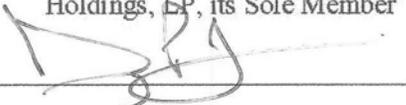
GAHC3 BETHLEHEM PA ILF, LLC,
a Delaware limited liability company

By: GAHC3 Pennsylvania Senior Housing
Portfolio, LLC, its Sole Member

By:  _____

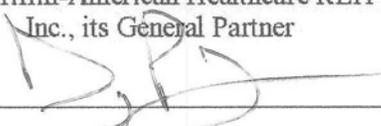
Name: Danny Prosky
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III
Holdings, LP, its Sole Member

By:  _____

Name: Danny Prosky
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III,
Inc., its General Partner

By:  _____

Name: Danny Prosky
Its: Authorized Signatory

HERITAGE SENIOR LIVING, LLC

By: _____

Name: _____
Its: Authorized Signatory

WESTRUM HANOVER, LP

By: _____

Name: _____
Its: Authorized Signatory

For Defendants:

GAHC3:

GAHC3 BETHLEHEM PA ILF, LLC,
a Delaware limited liability company

By: GAHC3 Pennsylvania Senior Housing
Portfolio, LLC, its Sole Member

By: _____

Name: _____
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III
Holdings, LP, its Sole Member

By: _____

Name: _____
Its: Authorized Signatory

By: Griffin-American Healthcare REIT III,
Inc., its General Partner

By: _____

Name: _____
Its: Authorized Signatory

HERITAGE SENIOR LIVING, LLC

By: *Kevin M. Meloum*

Name: *Kevin M. Meloum David Lantz*
Its: Authorized Signatory

WESTRUM HANOVER LP

By: *David Lantz*

Name: *David Lantz*
Its: Authorized Signatory

IT IS SO ORDERED that on the 25th day of June, 2020.

BY THE COURT:

F

/s/ Joseph F. Leeson, Jr.

JOSPH .L SON, JR. F
United States District Judge F

EXHIBIT A

**A
ORSE T LEIGME T REF EIPT
DER A D TRADITIL SP I IES**

o

On _____, I received copies of and have read the Consent Order entered into by the parties in *United States v. Heritage Senior Living, LLC, et al.*, 20cv2272 (E.D. Pa.) and the Traditions Policies described therein. I have had all of my questions concerning the Consent Order, Traditions Policies, and the Fair Housing Act answered to my satisfaction.

o

(Signature)

(Print name)

o

(Position)

o

(Date) o

o

EXHIBIT B

**TR I T I F H V E R
R E I E T G R E E M E T**

THIS INDEPENDENT LIVING RESIDENT AGREEMENT (“Agreement”) is made this _____ day of _____, 20____, by and between **GAHC3 Bethlehem P ILF TR UB LLC**, doing business as **Traditions of Hanover (“Traditions of Hanover”)**, and _____ *[NAME OF TENANT(S)]* called “Tenant” and where two individuals sign this Agreement for Double Occupancy, they are referred to collectively as “Tenant” and each individually as “Co-Tenant”) and _____ (_____ (_____ *[NAME OF RESPONSIBLE PERSON OR GUARANTOR]*), if any, of *[ADDRESS]*, Tenant’s legal representative and/ or the individual who has lawful access to Tenant’s income and financial resources available to pay for Primary Services called “Responsible Person” or “Guarantor”).

Tenant, having applied for admission as a resident of Traditions of Hanover, affirms and, Responsible Person or Guarantor, if any, affirm that the information, including all financial information, provided in the Resident Admission Application is true and correct, and acknowledge that the submission of any false information may constitute grounds to terminate this Agreement.

Therefore, Traditions of Hanover, Tenant, and Responsible Person or Guarantor, if any, (agree to the following terms and conditions:

1. PROVISION OF SERVICES.

a) Primary Services. Traditions of Hanover will provide each Tenant/Co- (Tenant who pays the Primary Services Fee, defined herein, with the following services:

- i) use of apartment _____ the “Apartment”) and common areas within Traditions of Hanover;
- ii) weekly laundry service for house bed linens and house bath towels;
- iii) two meals per day (noon and evening) served in Traditions of Hanover’s dining room;
- iv) Water and sewer services, refuse disposal, electricity, gas, and pre- (wiring providing access to telephone and cable television service;
- v) response call system;
- vi) weekly housekeeping services consisting of vacuuming, dusting cleared surfaces, cleaning bathroom and kitchenette areas, and changing bed linens and bath towels and emptying trash; (
- vii) maintenance of grounds;

(viii) tra rtati a heduled by Traditi fHa ver f r h i g a d ther mmu ity ervi e a d f r a tivitie red by Traditi fHa ver r a therwi e r vided by Traditi fHa ver;

(ix) fur i hi g i ti g f wall-t -wall ar eti g, wi d w veri g , a rivate bath, kit he ette kit he , a d a i dividually tr lled heati g a d li g y tem. Te a t C -Te a t, may al u ly hi her w fur i hi g ; a d

(x) regularly heduled ial, edu ati al, a d re reati al a tivitie .

(b) A illary Servi e . Traditi fHa ver may, fr m time t time, r vide, termi ate, ex a d, r tra t r gram s fa illary ervi e(), at it le a d ex lu ive di reti f r whi h Te a t hall t be harged a additi al fee. Additi ally, Traditi fHa ver may, at it le a d ex lu ive di reti , r vide th e ervi e reque ted i writi g by Te a t a d agreed u i writi g by Traditi fHa ver i ex ha ge f r additi al harge a th e harge are refle ted i the S hedule f Fee atta hed t thi Agreeme t a Atta hme t “A” a d i r rated by refere e.

() Servi e f Other Pr vider . The ervi e f ut ide r vider i ludi g, but t limited t , a li e ed hy i ia a d de tit, a regi tered harma i ta d li e ed harma y f r the r vi i f harma euti al u lie , a li e ed h ital, a li e ed h me are age y, rehabilitati thera ie a d diag ti servi e , lab rat ry, x-ray, p diatry, o t metry, medi ati , ambula e ervi e , a d heari g aid re air may be available fr m time-t -time at Traditi fHa ver. The e ervi e are t r vided by Traditi fHa ver a d may be utilized by Te a t C -Te a t at hi r her w ex e e a d at hi r her w di reti a d rik. Te a t C -Te a t a k wledge that Traditi fHa ver d e t r vide a y ervi e bey d th e defi ed i thi Agreeme t, a d d e t re de r a y ervi e that may be r vided by li e ed er al are fa ilitie , a i ted livi g fa ilitie , r killed ur i g fa ilitie u der Pe ylva ia law. N thi g tai ed herei hall reve t r therwi e limit Te a t C -Te a t fr m r uri g third arty ervi e fr m third arty r vider ther tha th e wh ffer their ervi e at Traditi fHa ver, r hall a ythi g herei reve t Te a t C -Te a t fr m r uri g third arty ervi e t r vide them with a i ta e i their A artme t r vided a y u h ervi e are re dered i u h a ma er that d e t i terfere with the right f quiet e j yme t f ther re ide t f Traditi fHa ver a d are re dered t the Te a t Te a t C -Te a t at ex e e t Traditi fHa ver.

2. CHARGES.

(a) Wait Li t De it. Te a t a d r the i dividual e ified i Se ti 2.8 f thi Agreeme t hall ay a e-time Wait Li t De it i the am ou t f \$ _____ [____initials] ri r t admi i . I ituati f D uble O u a y, C -Te a t are j i tly re ible f r ayme t f the Wait Li t De it. The Wait Li t De it hall be a li ed a a redit t ward the Se urity De it.

(b) C mmu ity Fee. Te a t a d r the i dividual e ified i Se ti 2.8 f thi Agreeme t hall ay a e-time -refu dable C mmu ity Fee i the am ou t f \$ _____

[_____] *initial* the time of signing this Agreement. In Situations of Double Option, Co-Tenants are jointly responsible for payment of the Community Fee.

() Security Deposit. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay Security Deposit in the amount of \$_____ [_____] *initial*, less the Waiver Deposit, the time of signing this Agreement. In Situations of Double Option, Co-Tenants are jointly responsible for payment of the Security Deposit. c

(d) Recurring/ Periodic Charges for Primary Services.

(i) Single Option. Tenant and/or the individual specified in Section 2.8 of this Agreement, if any, shall pay, in advance, in exchange for the Primary Services the Primary Services Fee in effect the time the services are rendered as such fee is reflected on the Schedule of Fees, which may be amended from time to time by Transactions of Haver upon notice to Tenant. At the time of execution of this Agreement, the Primary Services Fee is \$_____ [_____] *initial*, which fee is subject to change from time to time.

(ii) Double Option. Either Co-Tenant receiving Primary Services and/or the individual specified in Section 2.8 of this Agreement, if applicable, shall pay the Primary Services Fee, in advance, in exchange for the Primary Services the Primary Services Fee in effect the time the services are rendered as such fee is reflected on the Schedule of Fees, which may be amended from time to time by Transactions of Haver upon notice to Tenant.

(e) Technology Fee. Tenant and/or the individual specified in Section 2.8 of this Agreement, if any, shall pay to Transactions of Haver the cost of telephone, internet, and cable television, which will be invoiced on Tenant's monthly statement.

(f) Additional Charges for Ancillary Services and Supplies. Tenant and/or the individual specified in Section 2.8 of this Agreement, if any, shall be responsible to pay for other services and supplies provided by or through Transactions of Haver which are not covered by the Primary Services Fee. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay in exchange for ancillary services or supplies the charges in effect the time such ancillary services or supplies are rendered, as such charges are reflected on the Schedule of Fees. Any items not identified on the Schedule of Fees ordered by applicant will be provided at rates established by Transactions of Haver.

(g) Charges for Reserving Tenant's Apartment. Tenant and/or the individual specified in Section 2.8 of this Agreement shall pay the full Primary Services Fee applicable the time of Tenant's absence for reserving Tenant's apartment for any days or periods of occupation, transfer or any other absences from Transactions of Haver. Tenant's apartment is unconditionally reserved unless Tenant indicates in writing Tenant's intention to reserve the apartment. Tenant may be eligible for a one-time refund of the fourteen (14) consecutive days of absence from Transactions of Haver as reflected on the Schedule of Fees.

() Party Responsible for Payment. The following individual(s) are responsible for payment, and are required to pay all applicable charges in accordance with this Agreement and, as applicable, the Responsible Person Agreement and/or Guaranty and Suretyship Agreement:

Tenant [E _____ s]; Co-Tenant [____ s]; Responsible Person [____ initials];
Guarantor [____ s].

3. P RIODIC BILLINGS AND PAYM NT DU DAT .

(a) Monthly Statements and Other Billings. Traditions of Hanover will provide Tenant and/or Responsible Person and/or Guarantor, if applicable, with a monthly statement itemizing the ancillary fees and charges for the prior month and payments received, showing the balance due, if any, and indicating the current amount due for Primary Services All bills are due and payable by the first (1st) day of each month. E

(b) Modification of Charges. In its sole and exclusive discretion, Traditions of Hanover reserves the right to (i) change from time to time the amount of its charges as reflected in the Schedule of Fees, (ii) change how and when its charges are computed, billed, or become due, and (iii), add or remove new fees or charges to the Schedule of Fees. Traditions of Hanover shall provide thirty (30) days' advance written notice to Tenant of any changes in its Primary Services Fee, Spousal Fee or any changes in the prices of ancillary services. If Traditions of Hanover Tenant/Responsible Party requests additional services beyond those being furnished to Tenant, no advance notice requirement will apply to any fees or charges relating to such services.

(c) Late Charges and Cost of Collection. Any bills unpaid after the fifth (5th) day of the month are subject to a late fee (the "Late Payment Fee") as reflected on the Schedule of Fees. Tenant, and if applicable, Responsible Person or Guarantor are obligated to pay any late fees in addition to all other amounts due and owing. If Traditions of Hanover initiates any legal actions or proceedings to collect payments due from Tenant under this Agreement, Tenant/Co-Tenant, and if applicable, Responsible Person or Guarantor shall be responsible to pay all attorneys' fees and costs incurred by Traditions of Hanover in pursuing the enforcement of Tenant's financial obligations under this Agreement. E

(d) Obligations of Tenant's state and Assignment of Property. Tenant and, if applicable, Responsible Person or Guarantor acknowledge the charges for services provided under this Agreement remain due and payable until fully paid, regardless of whether the Tenant/Co-Tenant remains a resident or Traditions of Hanover. Traditions of Hanover shall have the right to file any claim or claims against the estate of Tenant/Co-Tenant in any court with competent jurisdiction for any amounts due under this Agreement in its sole and exclusive discretion. Under all circumstances, whether Tenant Tenant/Co-Tenant shall be intestate or Tenant/Co-Tenant shall have a probated estate under the law of any jurisdiction. Tenant's/Co-Tenant's estate shall be liable to and shall pay to Traditions of Hanover an amount equivalent to any unpaid obligations of Tenant under this Agreement, which shall continue until such time as Tenant's property and personal effects are removed from the Apartment.

(e) Co-Tenant's Fee Responsibility. If Tenant has elected a Double Occupancy of a unit under this Agreement, each Co-Tenant shall be jointly and severally liable for all payments due to Traditions of Hanover under this Agreement. If one Co-Tenant dies or leaves Traditions of Hanover, both Co-Tenants and/or their estates remain jointly and severally liable for all financial obligations incurred by either Co-Tenant under this Agreement and owed to Traditions of Hanover.

examination, hearing aid, eye examination, dental work, dental examination, taping, appliance, lab, at-yte, x-ray, e-vice, any rehabilitative therapy, and all other e-vice not ended, engaged by Tenant of Hanve.

(e) Alteration of Unit. With the exception of furnishing the Apartment, Tenant will not take any alterations, improvements, or repairs without the prior written consent of the Executive Director of Tenant of Hanve.

(f) Property Defect. Tenant will promptly notify Tenant of Hanve of any defect in the Apartment, including common areas of Tenant of Hanve, including equipment, appliance, or fixture.

(g) Rights of Tenant. Tenant shall allow Tenant of Hanve staff to enter the Apartment at a reasonable time and for a reasonable purpose, including inspection, maintenance, and ending of the e-vice described in the Agreement. Tenant of Hanve's staff or agent may, in the sole and exclusive discretion of the Apartment (1) to carry out Tenant of Hanve's obligations under the Agreement; (2) to install an emergency signaling device, if indicated, at Tenant's expense with any medical or non-medical emergency; (3) to make inspection, repair, and improvements; and (4) to take any action deemed reasonably necessary by Tenant of Hanve. Except for emergency, Tenant of Hanve personnel will respect Tenant's privacy and make their presence known when entering the Apartment and will schedule their entry in advance whenever possible.

(h) Agreement to Vacate / Abandoned Property and Property. Tenant will vacate the Apartment at the termination of the Agreement, remove all of Tenant's property and deliver possession of the Apartment and its equipment, appliance, and fixture to Tenant of Hanve in good condition, day wear, and tear, excepted. If the Apartment becomes vacant and/ or abandoned during the term of the Agreement, a default of Tenant's agreement to vacate the Apartment, Tenant's removal of the Apartment, eviction proceeding, or the removal of Tenant's property from the Apartment, Tenant of Hanve shall have the right to re-let the Apartment and/ or to re-let the Apartment. If Tenant fails to remove Tenant's personal property and the personal effect from the Apartment after the effective termination date of the Agreement, whether terminated by Tenant of Hanve or by Tenant through eviction proceeding, a default of Tenant's abandonment, all such personal property and the personal effect shall be deemed abandoned and subject to immediate disposal, disposal, and Tenant shall be deemed to have abandoned and all such personal property and disposal. Tenant, Responsible Party, Guarantor, and/ or Tenant's Estate shall be deemed to have respectively acknowledged and agreed that Tenant of Hanve may dispose of such property as Tenant of Hanve sees fit and that Tenant and/ or Responsible Party and/ or Guarantor shall pay any and all costs incurred by Tenant of Hanve to remove, haul, and/ or dispose of such abandoned property in accordance with Pennsylvania law.

(i) Rules and Regulations. Tenant/C -Tenant will comply with all rules and regulations of Tenant of Hanve regarding Tenant/C -Tenant conduct at Tenant of Hanve, as they may be amended from time to time. Tenant/C -Tenant will conduct himself/ herself in a manner that disturbs the right of quiet enjoyment of Tenant of Hanve of the tenant.

(j) Pets Pets are permitted in accordance with the conditions of Homeowner's policies described in the Resident Handbook

(k) Fire Tenant Co-Tenant is not permitted to possess firearms, ammunition or weapons while residing in the conditions of Homeowner

(l) Smoking Smoking is not permitted anywhere inside of the conditions of Homeowner, including but not limited to: restrooms, hallways, stairwells, common areas, and the front entrance of the building

() Representations and Warranties Tenant Co-Tenant represents and warrants that all oral or written statements made or furnished by or on behalf of Tenant in connection with his or her application for residency at the conditions of Homeowner were true and accurate when made and continue to be true and accurate in all respects

(n) No Property Interest Tenant's Co-Tenant's rights under this Agreement are the rights and privileges expressly granted, and do not include any property interest in the conditions of Homeowner or other properties of the conditions of Homeowner

(o) Tenant Not Confined to Property Tenant Co-Tenants is free to leave the conditions of Homeowner at any time, but the conditions of Homeowner shall not be responsible for any obligations or expenses whatsoever incurred by Tenant Co-Tenant or for any damages suffered by Tenant Co-Tenant while off of the conditions of Homeowner's property unless directly caused by the negligence or intentional acts of the conditions of Homeowner or its employees or agents. Tenant Co-Tenant and Responsible Party and Guarantor each hereby explicitly agree that the conditions of Homeowner shall have no liability to Tenant Co-Tenant because Tenant Co-Tenant exited the conditions of Homeowner's building and left the conditions of Homeowner's property. Tenant Co-Tenant shall notify the conditions of Homeowner in advance of any absence /

5 OBLIGATIONS OF RESPONSIBLE PERSON GUARANTOR

() Responsible Person Responsible Person is required to enter into and sign separate "Responsible Person Agreement" that sets forth the Responsible Person's financial obligations hereunder. The Responsible Person Agreement is deemed to be in effect, and is incorporated by reference as if set forth in full. Responsible Person shall be responsible to pay for Tenant's Co-Tenant's financial expenses and shall be liable only up to the amount of Tenant's Co-Tenant's expenses. The Responsible Person executing this Agreement on behalf of Tenant Co-Tenant's further represents and warrants to the conditions of Homeowner that he or she has the legal authority to execute this Agreement on behalf of Tenant as provided in the contract previously executed "Responsible Person Agreement" and may exhibit the eto

(b) Guarantor Guarantor is required to enter into and sign separate "Guaranty and Suretyship Agreement" that sets forth the Guarantor's financial obligations, which is deemed to be in effect, and which is incorporated by reference as if set forth in full. Guarantor shall be jointly and severally liable for all of Tenant's Co-Tenant's financial obligations under this Agreement and shall guarantee any amount if Tenant Co-Tenant and Responsible Person, separately, does not pay the conditions of Homeowner for all charges incurred under this Agreement within thirty (30) days of the day that is due due to

6. TERMS OF AGREEMENT, TERMINATION, TRS ER OR DISCH R E.

(a) Term. The initial term of this agreement shall be for one (1) month commencing on _____, 20__, and shall automatically renew each successive month unless terminated by either party in accordance with the provisions of this agreement.

(b) Traditions of Hanover Initiated Event of Default. Traditions of Hanover may declare an event of default and terminate Tenant's rights to stay in the apartment if (i) Tenant fails to pay the Primary Services fee or any other charges or fees promptly when they are due; (ii) Traditions of Hanover determines that Tenant (1) presents a foreseeable direct threat to the health or safety of other individuals; (2) is likely to cause substantial physical damage to any person, the property of Traditions of Hanover or the property of others; or (3) the Tenant has otherwise failed to abide by Traditions of Hanover's reasonable rules and regulations, as amended from time to time; (iii) Tenant violates any applicable federal, state, or local law, statute, regulation, or ordinance in or about Traditions of Hanover or breaches any obligations imposed on Tenant by statute; or (iv) Tenant otherwise fails to comply with any of the terms or conditions of this agreement, (v) a Responsible Person breaches the Responsible Person agreement, and/or (vi) a guarantor breaches the guaranty Suretyship agreement. Traditions of Hanover's determination that any of the foregoing conditions exist and are continuing shall be solely determined by the Traditions of Hanover in its sole and exclusive discretion. Tenant understands that, among other things, demonstrated occurrences of violent or threatening behavior to others, material violations of Traditions of Hanover's rules, regulations, and policies, or the creation of a fire, safety, or sanitation hazard in the apartment or at Traditions of Hanover may result in termination of this Resident agreement by Traditions of Hanover. If Traditions of Hanover makes such a determination, Traditions of Hanover will deliver to Tenant a written notice of termination and eviction which will take effect within fifteen (15) days, except for situations involving non-payment of the Primary Services fee or other charges, which will be effective within ten (10) days.

(c) Notice of Termination by Traditions of Hanover or Tenant. Tenant or Traditions of Hanover may terminate this agreement upon the party terminating this agreement providing thirty (30) days prior written notice to the non-terminating party (or such other period of time as required by applicable law). Upon termination, the termination date will be the last day of the calendar month following the expiration of the thirty (30) day notice period.

(d) Landlord and Tenant Act of 1951. The Landlord and Tenant Act of 1951, as amended, shall govern any eviction proceeding initiated by Traditions of Hanover. If Traditions of Hanover commences legal proceedings against Tenant for non-payment and to evict Tenant for Tenant's breach of this agreement, Tenant and/or Responsible Person and/or guarantor shall be obligated to pay all costs and expenses incurred by Traditions of Hanover, including, without limitation, attorney's fees, court costs and constable fees, costs of restoring and repairing the apartment such that it is habitable, marketable, and in good order. The Tenant shall also be obligated to pay all unpaid rent, fees, and charges or services due through the effective date of termination date of this agreement. If Tenant is evicted from the apartment (based upon non-payment of rent or for any reason set forth in a termination notice or any action at law), Tenant and/or Responsible Person and/or guarantor and/or Tenant's estate, as applicable, shall still be responsible to Traditions of Hanover for all of its costs and damages (including rent or the balance of expenses and attorney's fees set forth in this agreement) as a result thereof. Traditions of Hanover's remedies

for breach of covenants are cumulative. Exercise of any remedy or the lack thereof, does not constitute a waiver of Traditioner of Hanover's future remedies.

(e) Transfer of Nursing Facility, Hospital or Other Out-of-Facility. In the event of an emergency, in the order of a coroner or medical condition of Tenant requiring a higher level of medical care to be undertaken by licensed medical professional, Tenant may be transferred to an appropriate licensed health care provider, in accordance with applicable federal, state, and local law, rule, and regulation. The expense of such transfer and care, including the cost of transportation, shall be the obligation of Tenant. In the event of Double Occupancy where one Co-Tenant permanently transferred to an out-of-facility, the obligation to pay the Spousal Fee for the transferred Co-Tenant shall cease. The Co-Tenant remaining in the apartment shall continue to pay the Primary Service Fee and any other fee or charge that they become due.

7. DEATH OF TENANT.

(a) Traditioner of Hanover Responsibility. Traditioner of Hanover assumes no responsibility or obligation with respect to the death of Tenant except as Traditioner of Hanover shall provide prompt notice to Tenant's surviving spouse and/or elected representative as reflected in the Tenant's file. All funeral arrangements and expenses are the sole obligation of Tenant's estate and/or co-tenant or co-tenant's estate as provided by law. Unless otherwise agreed, Traditioner of Hanover will assume no responsibility for life insurance policies or benefits for any deceased Tenant. Tenant's survivors shall be responsible for making application for survivors insurance benefits.

(b) Transfer. In the event of Tenant's death, Tenant provides an irrevocable power of attorney, coupled with an interest, to Traditioner of Hanover to arrange for the transfer of Tenant's body to the Funeral Home designated by Tenant at the time of admission to the Tenant's sole care and expense. Traditioner of Hanover shall notify the designated by Tenant in the event of Tenant's death. Tenant's estate or co-tenant's estate as provided by law are responsible for the payment of all costs associated with the transfer and funeral.

8. REFUNDS.

(a) Security Deposit and Advance Payment. The Security Deposit and any funds paid in advance for Primary Service shall be deducted from the payment of outstanding bills, costs incurred to repair or replace Tenant's premises or other amount due Traditioner of Hanover, and will be refunded to Tenant within thirty (30) days after the permanent transfer or discharge of Tenant from Traditioner of Hanover and termination of covenants following removal of Tenant's property from the premises. Any amount due to Traditioner of Hanover for any service or charge incurred by Traditioner of Hanover on the Tenant's behalf and/or damage to the Tenant's unit. Except as otherwise provided above, in the event of Tenant's death, Traditioner of Hanover shall refund to Tenant's estate or co-tenant's estate or personal representative of the Security Deposit and any unexpended portion of advance payment for Primary Service made by Tenant or Responsible Person and held by Traditioner of Hanover after deduction for payment of any outstanding bills, costs incurred to repair or replace Tenant's premises or other amount due Traditioner of Hanover, within thirty (30) days from the date a Tenant's personal property is removed from Tenant's premises.

)

(b) Wait it out. The Wait it out is non-refundable after admission. If Tenant did not enter Tradition of Hanover after executing this agreement but because of occupancy, the Wait it out is non-refundable. In the event of Tenant's death prior to admission, Tradition of Hanover shall refund the Wait it out within thirty (30) days of receipt of a copy of the death Certificate.

9. TRADITIONS OF HANOVER RULES, REGULATIONS, POLICIES, AND PROCEDURES.

(a) Rules and Regulations. Tenant shall comply fully with all governmental law and regulation, the provision of this agreement, and Tradition of Hanover's rule, regulation, policy and procedure published in the Resident Handbook, as amended from time to time or other document or publication made available by Tradition of Hanover, which are incorporated by reference in full at length herein. Tradition of Hanover reserves the right to amend or change its rule, regulation, policy and procedure. A copy of the Resident Handbook containing an explanation of Tradition of Hanover's rule, regulation, policy and procedure shall be provided to Tenant upon admission. Tradition of Hanover's rule, regulation, policy and procedure shall not be construed as imposing any contractual obligation on Tradition of Hanover or granting any contractual right to Tenant, and are subject to change from time to time.

10. INDEMNIFICATION; HOLD HARMLESS; A PERSON AND OTHER PROPERTY.

(a) Responsibility for Maintenance and Repairs. Tenant/Co-Tenant is responsible for all risks associated with his/her/third party's personal property, including its maintenance, at all times, all in urban coverage, including his or her own health, personal property, general liability, automobile (if applicable), rental, and other in urban coverage in an adequate amount. Tenant/Co-Tenant and/or Responsible Person and/or Guarantor acknowledge that Tradition of Hanover is not an insurer of Tenant's personal property and has no responsibility for loss, damage or theft of any of the Tenant's/Co-Tenant's personal property. Tradition of Hanover is not liable to Tenant/Co-Tenant for any personal injury or property damage (including, without limitation, damage to or loss or theft of automobile or personal property of Tenant/Co-Tenant) suffered by Tenant/Co-Tenant or Tenant's/Co-Tenant's agent, guest, or invitee, unless the injury or damage is caused by the negligence of Tradition of Hanover or its employee or agent. Tenant/Co-Tenant hereby holds harmless and releases Tradition of Hanover of and from any and all liability for any personal injury or property damage suffered by Tenant/Co-Tenant or Tenant's/Co-Tenant's agent, guest or invitee, unless caused by the negligence of Tradition of Hanover or its employee or agent on or off Tradition of Hanover property. **FURTHER, TENANT/CO-TENANT HEREBY VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES HIS OR HER RIGHTS TO SPECIAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES IN ANY DISPUTE, ACTION, PROCEEDING CLAIM, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT; TO TENANT'S/CO-TENANT'S OCCUPANCY, TENANCY, RESIDENCY OR PRESENCE ON OR AROUND THE TRADITIONS OF HANOVER PROPERTY AND/OR COMMUNITY; AND TENANT'S/CO-TENANT'S APPLICATION, INCLUDING, WITHOUT LIMITATION, THOSE ARISING IN TORT, INCLUDING**

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(b Damage to Apartment or Traditions of Hanover Property. Tenant, Responsible Person, Guarantor, and/or Tenant's Estate, as applicable, is/are responsible for any damages caused to Traditions of Hanover property beyond normal wear and tear, and Traditions of Hanover shall deduct from the Security Deposit such reasonable charges as may be assessed by Traditions of Hanover for the repair and replacement of damaged property. Tenant or Tenant's estate shall pay Traditions of Hanover for any costs to restore or repair Tenant's apartment in excess of the Security Deposit.

11. CAPACITY OF TENANT AND GUARDIANSHIP.

If prior to or after admission to Traditions of Hanover Tenant/Co-Tenant is or becomes legally incompetent, then, in the absence of Tenant's prior designation of an authorized legal representative, a health care power of attorney, or such other document lawfully appointing any person to be the Tenant's/Co-Tenant's attorney-in-fact in Pennsylvania under Pennsylvania law, or upon the unwillingness or inability of the legal representative to act on the Tenant's/Co-Tenant's behalf, Traditions of Hanover shall have the right to commence a legal proceeding before the Court of Common Pleas of Northampton County, Pennsylvania to adjudicate Tenant's/Co-Tenant's competency and/or petition the court for the appoint of a guardian for Tenant/Co-Tenant. The cost of the legal proceedings, including attorneys' fees and costs, shall be paid by Tenant/Co-Tenant or Tenant's/Co-Tenant's estate.

12. NOTICE.

Wherever written notice is required to be given to Traditions of Hanover under this Agreement, it shall be sufficient if notice is provided by personally delivering it or by first-class mail, return receipt requested, addressed to:

Traditions of Hanover
 Attn: Executive Director
 5300 Northgate Drive
 Bethlehem, PA 18017)

Notice to Tenant is provided by personal delivery to Tenant's premises, or hereinafter, by first-class mail to Responsible Person or other designated person.

(REASONABLE PERSON/DESIGNATED PERSON, if any) (ADDRESS)

13. Reserved.

14. CONDITION AND MAINTENANCE OF THE PREMISE

() Tenant/Co-Tenant acknowledges that he or she has had opportunity to inspect the Apartment and Tenant/Co-Tenant accepts the Apartment's "as is, where is" condition. Tenant/Co-Tenant agrees to maintain the Apartment in good condition, including but not limited to, repairs, maintenance, equipment, appliances, fixtures, electrical, plumbing, heating, ventilation, air conditioning equipment, good order and condition, reasonable repair time excepted.

15. RESOLUTION OF CERTAIN DISPUTES BY ARBITRATION AND CLAIM WAIVER

() EXCEPT WITH RESPECT TO THE "EXCLUDED CLAIM" DEFINED BELOW, any controversy, dispute or disagreement arising out of or relating to the Agreement, the terms thereof, or the subject matter thereof ("Disputes"), shall be settled exclusively by arbitration, which shall be conducted in accordance with the American Arbitration Association's Arbitration Rules and Procedures for Arbitration. Judgment of the arbitrator shall be binding and final, and the parties to the Agreement shall waive their right to litigate any dispute arising out of or relating to the Agreement in any court having jurisdiction thereof.

() Disputes include only claims made directly by Tenant/Co-Tenant, or so made by anyone connected with the Tenant/Co-Tenant or claiming through Tenant/Co-Tenant, such as spouse or other family member, agent, executor, trustee, guardian, attorney in fact, beneficiary, and the like. Disputes include claims that relate directly to Tenant/Co-Tenant's ownership of the Apartment, including but not limited to, repairs, maintenance, equipment, appliances, fixtures, electrical, plumbing, heating, ventilation, air conditioning equipment, good order and condition, reasonable repair time excepted. Disputes include claims based on any theory of law, including but not limited to, contract, tort, negligence, tort (including but not limited to, fraud or intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims or otherwise. Disputes include claims made in part of a lawsuit or other representative action, including but not limited to, the arbitration of such claims must proceed on a non-representative basis. Disputes include claims relating to the enforcement or interpretation of any of these arbitration provisions.

(c) The arbitration must be filed with The American Arbitration Association, Apartment 600, 1025 Connecticut Avenue NW, Washington, DC 20036-5405, Phone: (202) 833-1100, Fax: (202) 833-1105, Website: www.theaa.org. The Tenant/Responsible Party may obtain a copy of the arbitration rules from this organization, see information on the arbitration, by contacting this organization.

(d) The arbitrator shall elect a single arbitrator; unless the party elects a panel of three arbitrators in which case the arbitrator shall conduct a panel of three arbitrators (said arbitrators shall be selected as the “arbitrator”). The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act. The arbitrator will be empowered to award any damages the plaintiff is entitled to under applicable law and will not have the power to award interest, attorneys’ fees, any penalties or punitive damages. The arbitrator shall enter a decision without regard to the arbitrator’s need to provide a statement of reasons for the decision unless the parties agree to a party’s request. In the event, however, the arbitrator awards punitive damages, the arbitrator shall be equitably estopped from awarding the award of punitive damages. The award of the arbitrator shall be final and binding, subject to judicial review only in the event of an award of the Federal Arbitration Act.

(e) The party bringing the arbitration shall pay the initial filing fee, and any deposits equitably borne by the member Health Lawyers’ Association. If any party brings the arbitration, the party making the request shall pay the fees for the additional arbitrators unless the arbitrator rules otherwise. All the fees and costs shall be allocated in accordance with the rules of the member Health Lawyers’ Association. Each party shall bear the expense of the respective counsel, experts, witnesses, and the costs and expenses, regardless of the results, except the extent to which the arbitrator assesses costs for the arbitration award.

(f) The following claims are “EXCLUDED CLAIMS” and shall not be subject to arbitration:

(1) Any claim relating to non-payment of rent, use and occupancy, the fees claimed in connection with the rental, use or occupancy of any premises occupied or used by the Tenant, any services provided to the Tenant (each a “Fee Claim” and collectively “Fee Claims”), or any specifically stated and agreed upon terms of the lease or any other agreement with the Tenant and the Tenant’s agent, family, or any person occupying or used by the Tenant. The parties reserve any and all rights, legal and equitable, enforceable by the respective courts of competent jurisdiction regarding a Fee Claim. The parties specifically agree and acknowledge that any claim, counterclaim, cross-claim or third-party claim unrelated to a Fee Claim must be asserted by way of a lawsuit, and may not be presented independently, by way of a counterclaim, in the judicial proceeding in which a Fee Claim is asserted, except for claims relating to the enforcement of a final judgment;

(2) Class actions, putative class actions or other representative actions, or any specifically stated and agreed upon terms of such claims must be presented as a class action (or putative class action) as a class action. Unless mutually agreed to in writing by the Tenant and the Tenant’s agent, class members may not be joined, consolidated, or otherwise brought together in the same arbitration (unless the parties agree to litigate in the general partnership or single association or related association), where the claims have been assigned. Nothing in this Section 15.6(2) shall be construed to prohibit, limit or otherwise restrict any cause, suit or the legal action undertaken by the United States

Department of Justice for the United States Department of Housing and Urban Development
behalf of the parties;

(iii) Claims and rights, including, but not limited to self-help remedies, such as the right to restrain a default, to file a counterclaim, to exercise a security interest, or to take any other action, that a party may have taken or may take in the future, or to obtain any other remedies such as injunctive relief, attachment, garnishment, or any other remedy available in the jurisdiction, including, but not limited to, a writ of eviction or a writ of possession; or

(iv) A hearing rights or other rights and claims that are guaranteed to a party by the Medicare or any applicable state or local law, rule or regulation;

(v) A claim that, pursuant to applicable law, rule or regulation, is not permitted to be resolved by arbitration;

(vi) If a claim is brought by either party with respect to an Excluded Claim, the prevailing party in such claim shall be entitled to its costs and reasonable attorneys' fees incurred therein from the prevailing party, in addition to such other relief as the court may deem appropriate;

(vii) A claim with respect to the party's/Co-Party's competence or incapacity with the appointment of a custodian for the party/Co-Party; and,

(viii) A equitable claim by the Traditions Haven trust case or a contract that is in breach of this Agreement or the Rules and Regulations.

(ix) These arbitration provisions shall survive termination of the Agreement, the bankruptcy of a party, and the transfer or assignment of claims. In the event these arbitration provisions are deemed invalid or unenforceable, the remaining portions shall nevertheless remain valid and enforceable.

(g) Not a Contract Admissible in State Court. Material arbitration is required as a condition of admission to state court in Traditions Haven.

(h) Confidentiality. Party/Co-Party shall keep a record of all information regarding the arbitration proceedings, including all records, testimony, decisions, and awards by the arbitrator, confidential and will not disclose voluntarily to a third party, except to the extent required by law or the arbitration panel. Party/Co-Party is permitted to disclose that the matter has been resolved, with the disclosure of the results of the arbitration proceedings.

(i) Severability of Arbitration Clause. If a provision of this arbitration clause is determined by a judicial or administrative tribunal to be invalid or unenforceable, such provision shall be severed and the balance of this arbitration clause shall remain in full force and effect.

(j) Survival of Arbitration Clause. This arbitration clause shall survive termination of the Agreement, the bankruptcy of a party, and the transfer or assignment of a

claims. r m cr th s arbitrati pr visi s ar d mæi valid ru rc abl , th r mai i gp rti s shall v rth l ss r mai valid a d rc abl .

16. M SCELLA EOUS PROV S O S.

(a) G v r i g Law. This Agr m et shall b g v r d by a d c stru d i acc rda c with th laws th C mmo walth P sylvia ia with ut r gard t its c lic t law pr visi s a d shall b bi di gup a di ur t th b it ach th u d rsig d parti s a d th ir r sp ctiv h irs, p rs al r pr s tativ s, succ ss rs a d assig s.

(b) Fair H usi g C mplia c . Traditi s Ha v r p rat s u d r, a d i c mplia c with, th t rms th Fair H usi g Act, 42 U.S.C. § 3601, *et seq.*, as am e d d, a d th P sylvia ia Huma R lati s Act, 43 P.S. § 951, *et seq.*, as am e d d, which mak it u law ul t discrimi at i th sal rr tal r sid tial r al stat ri th t rms, c diti s, rprivil g s th sal rr tal r sid tial r al stat b caus rac , c l r, r ligi , s x, amilial status, ati al rigi , disability, r ha dicap.

(c) S v r ability. Th vari us pr visi s this Agr m et shall b s v rabl r ma th r. a y pr visi this Agr m et is u d by a c urt r admi istrativ b dy pr p r jurisdic ti a d auth rity t b i valid, th th r pr visi s shall r mai i ull rc a d ct as i th i valid pr visi had t b a part this Agr m et.

(d) E tir Agr m et. Th Admissi Agr m et c sist s this Agr m et, th R sid t Admissi Applicati a d, i applicabl , th R sp sibl P rs Agr m t r th Guara ty a d Sur tyship Agr m et. This Admissi Agr m et r pr s ts th tir Agr m et b tw th parti s, a d it sup rs d s, m æ g s a d r plac s, all pri r g tiati s, rs, warra ti s a d pr vi us r pr s tati s, u d rsta di gs r agr m ets, ral r writt , b tw th parti s.

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(g) Assig m et. This Agr m et is t assig abl by T a t with ut th pri r writt c s t Traditi s Ha v r. Th rights a d bligati s Traditi s Ha v r may b assig d t a y pr s r tity, which pr s r tity will b r sp sibl t sur that th bligati s Traditi s Ha v r u d r this Agr m et ar satis i di ull r ma d a t r th dat that T a t is ti i d such assig m et. Traditi s Ha v r may gag a th r p rs

or entity to perform any or all of the services under this Agreement in its sole and exclusive discretion.

17. ACKNOWLEDGMENTS.

(a) Schedule of Fees. Tenant and, if applicable, Responsible Person or Guarantor acknowledge(s) the receipt of copy of the Schedule of Fees and the opportunity to ask questions about Terms of Homeowner's charges. The Schedule of Fees is attached to this Agreement and incorporated by reference.

(b) Agreement. Tenant/Co-Tenant and, if applicable, Responsible Person or Guarantor acknowledge(s) that they have read and understood the terms of this Agreement, that the terms have been explained to the representative of Homeowner, and that they have had no opportunity to ask questions about this Agreement.

(c) Resident Handbook. Tenant and, if applicable, Responsible Person or Guarantor, if any, acknowledge(s) receipt of copy of the Resident Handbook and the opportunity to ask any questions about Terms of Homeowner's rules, regulations, policies, and procedures. Terms of Homeowner's Resident Handbook shall not be construed as imposing any contractual obligations on Homeowner, or granting any contractual rights to Tenant, and is subject to change retroactively.

(d) Move In and Move Out Criteria. Tenant has reviewed the move in and move out criteria and by executing this document acknowledges that they have been reviewed by Tenant.

[REMAINING PORTION OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE]

E

IN WITNESS WHEREBY the parties intending to be legally bound have signed this Agreement on the date herein below.

Tenant

Date

Tenant

Date

Responsible Person if any

Date

Guarantor if any

Date

Traditions of Hanover

By _____
Executive Director or Designee

Date

SCHEDULE EES

EXHIBIT C

**T O I F I S H A E S I E T H Q K B
E Q U I V E P I S I S P U S U T T C S E T E**

**[I I T I T O Y O O H E P I S I S, T H E F C I L I T Y ' S E S I E T
H A B O K I S E Q U I E T C T O L T H E F L O N G P I S I S,
E X C E P T F Y B C K E T E T E X T, I C L U I G T H I S E]**

LIVE-IN TENANT: Management must be notified if residents employ live-in tenant or aide. Tenants are permitted under the following circumstances:

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- The aide must be employed by a recognized home care agency.
- The aide must not be obligated for the individual's support;
- The aide would not be living in the unit except to provide supportive services; and
- The aide qualifies for occupancy only as long as the individual needing supportive services does, and may not qualify for continued occupancy as a remaining family member.

Resident who employ live-in tenant must sign a addendum to the lease that:

- Identifies the tenant by name;
- Clarifies that the tenant has no right to occupy the unit except as a caretaker of the resident, even if the tenant is relative; and specifies that management has the right to evict the tenant for violating house rules.

Management reserves the right to check the references of live-in tenants and to refuse to permit live-in tenant to reside in the facility.

* * *

MOTORIZED MOBILITY ASSISTANCE DEVICE: Please refer to the Motorized Mobility Assistance Device Policy, copy of which has been provided to you and is available at the front desk. Triditions of Haver recognizes that some residents may require the use of motorized electric cart in order to maintain a higher independence and functioning level as a means of mobility.

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PETS: [In addition to facility's other rules and policies regarding pets:] Service Animals and Emotional Support Animals are welcome at Triditions of Haver for individuals who have been granted reasonable accommodation to Triditions of Haver's pet policies. If you or someone living with you requires reasonable accommodation, such as service animal or emotional a

support a please refer to the Reasonable Accommodations/Modifications Policy & Request Form a copy of which has been provided to you and is available at the front desk

* * *

REASONABLE ACCOMMODATIONS / MODIFICATIONS POLICY & REQUEST

FORM: Traditions of Hoover recognizes that residents with disabilities may require reasonable accommodations to Traditions of Hoover's policies, practices, or services or may require reasonable modifications to physical structures to have an equal opportunity to use and enjoy Traditions of Hoover's facilities and services. If you or someone you know with you requires a reasonable accommodation or modification please refer to the Reasonable Accommodations/Modifications Policy & Request Form a copy of which has been provided to you and is available at the front desk.

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 B T D**TRADITIONS OF HOUSING CORPORATION****REASONABLE ACCOMMODATIONS / MODIFICATIONS POLICY****POLICY:**

In accordance with its obligations under the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, if requested by persons with disabilities or those acting on their behalf, Traditions of Housing Corporation will make reasonable accommodations in its rules, policies, practices or services and make reasonable modifications to physical structures that are necessary for a resident or prospective resident with a disability to have an equal opportunity to use and enjoy a residence and the facilities and services offered at Traditions of Housing Corporation (“Traditions”).

PROCEDURE:

To request a reasonable accommodation or modification, a resident (hereafter “Tenant”) or a representative acting on behalf of the Tenant, may fill out the Request for Reasonable Accommodation /Modification form and submit it to the Executive Director, the Fair Housing Compliance Officer or any staff in the administrative offices. The Tenant may orally request a reasonable accommodation to the Executive Director of Traditions (“Executive Director”) or to the Traditions Fair Housing Compliance Officer (“FHCO”). Prospective residents or those acting on the behalf of prospective residents may also submit requests to Traditions through Traditions’ Marketing Department and/or Executive Director and may do so orally or in writing. If a request is made orally by a Tenant, prospective resident or a representative thereof, the staff member receiving it shall record the request on the Request for Reasonable Accommodation form and ask the Tenant, prospective resident or a representative to review the completed form for accuracy and to sign the form. All completed Request for Reasonable Accommodation forms must be delivered to the Executive Director and FHCO as soon as

practicable but not later than 3:00 P.M. of the next business day to enable Traditions to promptly respond.

Requests for reasonable accommodations or modifications will be treated as confidential and will only be shared with Traditions staff who are authorized to determine if the requested accommodation or modification is necessary and reasonable.

When a Title I or some other act of a Title I's behavior requests a reasonable accommodation or modification and (1) the Title I's disability is known or obvious; and (2) the need for the requested accommodation or modification is readily apparent to Traditions without the requestor's additional information. If the Title I's disability is not known or obvious or if the need for the requested accommodation or modification is not readily apparent to Traditions may request additional information that (1) is necessary to verify that the Title I meets the FHA's definition of a "disability"; (2) describes the needed accommodation; and (3) demonstrates the relationship between the person's disability and the need for the requested accommodation or modification. To ensure that Traditions can fairly evaluate and timely respond to any request for an accommodation or modification related to disability we ask that the requestor's party promptly provide that information to Traditions if requested.

To receive a reasonable accommodation Title I's with disabilities must also bear a portion of the cost of making any modifications approved by Traditions and may be required to bear some or all of the expenses necessary to restore the modified structure at the end of the Title I's lease. In certain situations howver, (1) if Traditions desires a more expensive modification than the one proposed; or (2) if the requested modification should have been included in the original design and construction of Traditions Traditions will bear some or all of the costs of completing the modification which will be evaluated on a case-by-case basis. Traditions will not permit a

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prospect e e t to perform mod f c t o s to y u t or f c l ty u t l fter the e t h s
executed Res de t Agreeme t d p d y d ll depos ts or other p yme ts due d ow g
thereu der.

r d t o s sh ll keep wr tte records reg rd g e ch request for re so ble ccommod t o
or mod f c t o . hese records sh ll clude the follow g form a o (f ppl c ble) the e t's
or prospect e e t's me, ddress or res de ce umber, d co t ct form a o ; f ppl c ble,
the me of the represe t t e m a k g the request o beh lf of e t or the prospect e e t
d h s/her co t ct form a o ; the me of the r d t o s employee who rece ed the request,
d the d te the request w s rece ed by the Execut e D rector d h s/her t ls; the ture of
the request; whether the request w s gr ted or de ed; f the request w s de ed, the re so (s) for
de l; d to the exte t y lter t e ccommod t o or mod f c t o w s offered, the
lter t e ccommod t o or mod f c t o , d whether the lter t e ccommod t o or
mod f c t o w s ccepted by e t or the prospect e res de t.

I determ i g whether requested ccommod t o or mod f c t o s re so ble,
r d t o s m a y co s der, mo g other th gs, whether the request would fu d me t lly lter the
f c l tes or ser ces pro ded by r d t o s, whether the requested ccommod t o or
mod f c t o would result u due burde to r d t o s, d whether the requested
ccommod t o or mod f c t o would result thre t to the he lth or s fety of other res de ts,
d/or h s the pote t l to mp ct the he lth d s fety of other d du ls or result d m age to
the property of others.

Whe r d t o s refuses requested ccommod t o or mod f c t o bec use t s
u re so ble, r d t o s w ll d scuss w th the e t, the prospect e e t, d/or h s or her
represe t t e d w th ppropr te st ff f there s lter t e ccommod t o or mod f c t o

:

that would affect the tenant's prospective ability to obtain financing that is otherwise available.

s

**TRADITION OF NOV R
R A ONABL ACCOMMODATION / MODI ICATION R QU T ORM**

Name of Tenant or pro pective re ident: _____ s

Addre /Apartment Number: _____

Telephone Number/Email Addre : _____

Name of Tenant/pro pective Tenant’ repre entative, relation hip of repre entative to
Tenant/pro pective re ident, and repre entative’ contact information): _____ s

De cribe the rea on for thi reque t. Plea e identify the claimed di ability, if it i not apparent:

De cribe the accommodation or modification that you are eeking: _____ s

De cribe how your di ability i related to the accommodation or modification that you are
eeking:

s
Dated: _____ s

_____ Reque ting Party / Tenant

Date Received: _____ s

_____ Receiving Staff Member (printed)

s
Date Outcome Communicated _____ s
to Reque ting Party / Tenant: _____

_____ Reque ting Party / Tenant

s

FOR COMMUNITY

REASONABLE ACCOMMODATION/MODIFICATION DOCUMENTATION FORM

Accommodation/Modification Request (check one): Granted _____ Denied _____

Additional documentation requested (check one): Yes _____ No _____

Date additional documentation requested: _____

Date additional documentation received: _____

Executive Director/Fair Housing Compliance Officer Assessor: _____

If the Requested Accommodation or Modification Was Denied, Explain Why: _____

If the Requested Accommodation or Modification Was Denied, Write Alternative Offered or

Discussed:

Yes: _____ No: _____

Describe Any Alternative Accommodation or Modification Offered or Discussed: _____

If Yes, Describe the Alternative Accommodation or Modification Offered or Discussed, the Date Accepted or Denied, the Reason I Was Denied (If Applicable), and Identify All Persons Who participated in the Interactive Process:

P

Executive Director Signature: _____ Date: _____

Date Assessment Form Completed: _____

Date Outcome Communicated or Requesting Individual: _____

P

I hereby have on _____, I, _____, Faith Housing Compliance Office for HSL coporate, reviewed his reasonable accommodation request and denial and look forward to you on when necessary.

HSL coporate Faith Housing Compliance Office Assessment: _____

HSL Coporate Faith Housing Compliance Office Signature: _____ P _____ P

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EXHIBIT E

TRADITIONS OF HANOVER

MOTORIZED MOBILITY ASSISTANCE DEVICE POLICY

POLICY:

This Motorized Mobility Assistance Device Policy (the “Policy”) is meant to enable Traditions and visitors with a disability who use motorized mobility assistance devices for mobility to have full access to our community facilities and residential units, and to promote a safe environment for all Traditions and visitors. In that effort, Traditions of Hanover has adopted guidelines for use of motorized mobility assistance devices. A “motorized mobility assistance device” is defined as a wheelchair, cart or scooter powered by an electric motor that serves as an assistive device to allow an individual to move within and around Traditions of Hanover as necessary to have equal access to its facilities and services.

Physical injury to the Traditioner, any person, or any property as the result of improper operation of the motorized device will be the responsibility of the Traditioner and the owner of the motorized mobility device. It is recommended that all owners, operators, and users of motorized mobility devices obtain liability insurance that covers the ownership, operation, and use of the motorized mobility device. Many renters’ insurance policies cover the use of motorized mobility assistance devices, provided that they are not used on public streets, rights of way or public sidewalks. It is a good idea to ask your insurance agent whether your insurance policy provides coverage for motorized mobility assistance devices, and, if not, what coverage options may be available to you.

Traditions and visitors must comply with Traditions of Hanover’s Safety Rules, detailed below.

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PROCEDURE

Safety Rules:

A Motorized mobility assistance devices are permitted in any area of the community unless they pose a direct threat to the safety of others or cause or may cause substantial physical damage to the property of others, including Transactions of Hoover

B Motorized mobility assistance devices shall not be operated at a speed that is faster than ambulatory Tests within the immediate area. This is considered the "safe speed" for the community.

C Tests and others within a foot shall be afforded the right-of-way at all times.

D Tests who are using motorized mobility assistance devices shall stop prior to entering a corridor or public walkway and stop at the corridor or sidewalk intersections where ambulatory Tests and others may not be readily observed.

E Motorized mobility assistance devices shall be operated in such a manner that they do not impede or interfere with normal Test flow, including any other Test or guest's ability to freely access the common area of the room.

F When common activities are in progress and crowded, Transactions of Hoover may request that those using motorized mobility assistance devices enter or exit prior to or after other Tests to ensure safe Test ingress and egress.

G Operators must reduce speed on common walkways and maintain a safe distance from pedestrians and other motorized mobility assistance devices even if the speed is less than the "safe speed" set forth in (B) above.

H Motorized mobility assistance devices shall be parked in common areas in a manner that they will not pose a safety hazard for ingress, egress or flow of Tests or emergency exits.

I. Motorist mobility assistance devices shall not lock entrances to railings, doorways, stairways, walkways, ramps, corridors or sidewalks. They shall not park such that they obstruct the entrance or exit of any railing or connection area within the railing.

J. When parked, motorist mobility assistance devices shall be secured from theft, including maintaining the device in the off position and engaging an emergency brake if one exists. Motorist mobility assistance devices that require a key for operation shall not be left with the key in the ignition when the Tenant is not present.

II. Tenant Responsibilities and Agreement:

A. Tenant shall operate his/her motorist mobility assistance device in accordance with the manufacturer's recommendations. Devices shall not be modified in any manner that affects their construction, performance, or safety.

B. Each Tenant who has a motorist mobility assistance device is responsible to ensure the vehicle is in safe working order and that mechanical or equipment defects are reported and repaired as soon as possible.

C. Physical injury to another as the result of improper operation of the motorist mobility assistance device will be the sole responsibility of the owner of the motorist mobility assistance device.

D. Tenants of Hanover shall obtain and maintain a statement signed by each Tenant who has a motorist mobility assistance device, attesting to their knowledge and understanding of the community's safety rules regarding safe use of the motorist mobility assistance device. A copy of the Motorist Mobility Assistance Device Agreement shall be placed in the Tenant's file. W

y

TRADITION OF NOV R

MOTORIZED MOBILITY ASSISTANCE AGREEMENT

I understand it is my responsibility to respect the rules and regulations of the community when using my motorized wheelchair, cart, or scooter. I agree to operate my motorized wheelchair, cart, or scooter safely and in consideration of other Tenants, employees, and visitors. I agree that I will be responsible for physical injury to another as the result of the improper operation of the motorized mobility assistance device.

I received instruction regarding the rules and regulations of the community motorized mobility assistance devices.

y
Tenant

Date

y
Traditions of Hanover Representative

y

Date y

y

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EXHIBIT F

E T I F O F T I F I H O U S I N G A C T I I G

On 1, I attended the 1 training on the federal Fair Housing Act, including its requirements concerning persons with disabilities, taught by 1. I have had a 1 of my questions concerning the Fair Housing Act 1 answered to my satisfaction.

(Signature)

1 1 1

(Print name)

(Position)

(Date) 1

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c

EXHIBIT G**O P P O R T U N I T Y**

On _____, 2020, the United States District Court for the Eastern District of Pennsylvania entered a Consent Order in *United States v. Heritage Senior Living, LLC, et al.* 20-cv-2272 (E.D. Pa.), resolving a housing discrimination lawsuit brought by the United States against Heritage Senior Living, LLC, Westrum Hanover, LP, and GAHC3 Bethlehem PA ILF, LLC (“Defendants”). The lawsuit alleged that the Defendants discriminated against residents and prospective residents of Traditions of Hanover, located at 5300 Northgate Drive in Bethlehem, Pennsylvania, by creating and implementing a series of discriminatory tenant occupancy and eligibility policies and practices that exclude persons with disabilities in violation of the Fair Housing Act. The complaint alleged that the Defendants’ policy requiring residents who use wheelchairs to transfer to a chair in the dining room, and their policy requiring residents who use motorized chairs and wheelchairs to pay a non-refundable fee in order to use their motorized device on the property are discriminatory to persons with disabilities. In addition, the complaint alleged that the Defendants provide transportation as an amenity, and that until 2013, that transportation was inaccessible to people who used wheelchairs in violation of the Fair Housing Act.

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Under the Consent Order, a Settlement Fund has been established to compensate persons whose rights may have been violated by the Defendants. Under this Consent Order, current or former residents or prospective residents, including the estate of a person who is now deceased, may be entitled to receive monetary relief if that person or a family member:

- Was discouraged by Traditions’ staff from applying for residency at Traditions or were denied residency due to a mental or physical impairment or health condition;
- Was encouraged to move out of Traditions due to a mental or physical impairment or health condition;
- Was evicted or asked to leave Traditions as a result of a mental or physical impairment or health condition;
- Was restricted in the use of a mobility aid in the dining room or other common space;
- Was required to pay a fee to use a motorized mobility device; or
- Was unable to use the transportation provided by Traditions because it was inaccessible.

*If you believe you or a family member has been discriminated against in any way described above, please contact the United States Department of Justice at:
1-800-896-7743, mailbox 92.*

*You may also write to:
United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
4 Constitution Square, 150 M Street NE, Suite 8.000, Washington, DC 20530
Attn: DJ# 175-62-405*

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Or email a

air_using@usd.j.g.v

Please include DJ# 175- 2-405 in the subject line

You must call or write on or before [no more than 120 days after entry of the Consent Order] and your message or letter must include your name, address, and, if possible, at least TWO telephone numbers where you may be reached. 6

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EXHIBIT H

F I R E E S E O F C I M S

In consideration for the parties' agreement to the terms of the Consent Order entered by the United States District Court for the Eastern District of Pennsylvania in the case of *United States v. Heritage Senior Living, LLC, et al.*, 20cv2272 (E.D. Pa.), and in consideration for the payment of \$ _____, I, _____, on behalf of myself and/or any decedent, estate, and/or incapacitated claimant whom I represent, do hereby fully release and forever discharge the Defendants named in this lawsuit, as well as their insurers, attorneys, agents, employees, former employees, heirs, and executors from any and all fair housing claims set forth in the Complaint in this lawsuit that I may have had against the Defendants for any of the Defendants' actions or statements related to those claims through the date of the entry of the Consent Order. I fully acknowledge and agree that this release of the Defendants shall be binding upon, as applicable, (a) the estate, if a personal representative or executor is executing this Release and/or (b) myself, on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understood this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 2020.

p

Signature p

p

Print Name p

p

Home Address p

p

Home Address Continued p

p

p

H

EXHIBIT I

Heritage Covered Facilities

Traditions of Lancaster

Traditions of Hershey

Chestnut Knoll

Keystone Villa at Fleetwood

Keystone Villa at Ephrata

Keystone Villa at Douglassville H

The Manor at Market Square

Cardinal Village

Traditions at Cross-Keys

The Birches at Arleysville

The Birches at Newtown

Belle Reve Senior Living

Heritage Hill Senior Community

Senior Commons at Powder Mill H

Heritage Green

Heritage Green Assisted Living

GAHC3 Covered Facilities

GA C3 York ALF, LLC, a Delaware limited liability company

GA C3 Boyertown PA ALF, LLC, a Delaware limited liability company

GA C3 Bethlehem PA ILF, LLC, a Delaware limited liability company H

GA C3 Palmyra PA ALF, LLC, a Delaware limited liability company

H