

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**CONCILIATION AGREEMENT**

Between

Fair Housing Project  
Legal Aid of North Carolina, Inc.

(Complainant)

And

BSC Holdings, Inc.  
Chamberlain Place Apartments, LLC  
Granite Ridge Investments, LLC  
Robinhood Court Apartment Homes, LLC  
Lafayette Landing Apartments and Villas, LLC  
Brightwood Crossing Apartments, LLC  
Salem Commercial Contracting, L.L.C.  
dBF Associates, Architects, Inc.  
Windsor Contracting, LLC  
Erskine-Smith Architecture, PLLC

(Respondents)

Approved by the FHEO Regional Director on behalf of the  
United States Department of Housing and Urban Development

HUD CASE NUMBERS: 04-17-9473-8, 04-17-9475-8, 04-17-9476-8,  
04-17-9457-8 and 04-17-9456-8

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**A. PARTIES AND SUBJECT PROPERTIES**

Fair Housing Project  
Legal Aid of North Carolina, Inc.  
c/o Jeffrey D. Dillman, Co-Director  
224 South Dawson Street  
Raleigh, NC 27601

Respondents

BSC Holdings, Inc. (Developer)  
c/o Barry S. Siegal (Registered Agent)  
4425 Monument Trace  
Suite 107  
Greensboro, NC 27409

Brightwood Crossing Apartments, LLC (Owner)  
c/o Barry S. Siegal (Registered Agent)  
4425 Monument Trace  
Suite 107  
Greensboro, NC 27409

Chamberlain Place Apartments, LLC (Owner)  
c/o Barry S. Siegal (Registered Agent)  
4425 Monument Trace  
Suite 107  
Greensboro, NC 27409

Granite Ridge Investments, LLC (Owner)  
c/o Barry S. Siegal (Registered Agent)  
4425 Monument Trace  
Suite 107  
Greensboro, NC 27409

Lafayette Landing Apartments and Villas, LLC (Owner)  
c/o Barry S. Siegal (Registered Agent)  
4425 Monument Trace  
Suite 107  
Greensboro, NC 27409

Robinhood Court Apartment Homes, LLC (Owner)  
c/o Barry S. Siegal (Registered Agent)  
4425 Monument Trace  
Suite 107  
Greensboro, NC 27409

dBF Associates, Architects, Inc. (Architect)  
c/o Daniel J. deBettencourt  
686 Blue Crab Cove  
Annapolis, MD 21409

Erskine-Smith Architecture, PLLC (Architect)  
c/o Robert Henry Erskine (Registered Agent)  
1217 Foxfire Drive  
Greensboro, NC 27410

Salem Commercial Contracting, L.L.C. (Contractor)  
c/o Rodney B. Bentley (Registered Agent)  
8008 Riverview Drive  
Clemmons, NC 27012

Windsor Contracting, LLC (Contractor)  
c/o Paracorp Incorporated (Registered Agent)  
175 Mine Lake Court #100  
Raleigh, NC 27615

Subject Properties:

Brightwood Crossing Apartments  
6798 Leaf Crest Drive  
Whitsett, NC 27377

Chamberlain Place Apartments  
6220 Chamberlain Place  
Winston-Salem, NC  
Charlotte, NC 28209

Granite Ridge Apartments  
4480 Platinum Drive  
Greensboro, NC 27409

Lafayette Landing Apartments  
5833 General Arthurs Lane  
Jamestown, NC 27282

Robinhood Court Apartments  
1840 Knights Haven Court  
Winston-Salem, NC

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## B. STATEMENT OF FACTS

Complainant Fair Housing Project of Legal Aid of North Carolina ("LANC") works to eliminate housing discrimination and to ensure equal housing opportunity for all people in North Carolina through education, outreach, public policy initiatives, advocacy and enforcement. Complainant Legal Aid of North Carolina, Inc. is a North Carolina nonprofit corporation. Complainant filed the original complaints, on or about August 30, 2017, with the United States Department of Housing and Urban Development ("HUD" or the "Department") alleging the Respondents were responsible for non-compliance with specific design and construction requirements of the Fair Housing Act at the following five properties ("Subject Properties") located in North Carolina: (1) Chamberlain Place Apartments; (2) Granite Ridge Apartments; (3) Robinhood Court Apartments; (4) Lafayette Landing Apartments; and (5) Brightwood Crossing Apartments, pursuant to Sections 804(f)(2) and 804(l)(3)(C) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (the "Act").<sup>1</sup> HUD divided the complaint into five (5) separate complaints with the following assigned corresponding case numbers: (Case Numbers 04-17-9473-8, 04-17-9475-8, 04-17-9476-8, 04-17-9457-8 and 04-17-9456-8).

Specifically, as set forth in the complaint, the Complainant alleges that it visited the Subject Properties and conducted evaluations of selected dwelling units to determine whether each project was in compliance with the accessibility requirements of the Fair Housing Act, 42 U.S.C. § 3604(f)(3)(C). Allegedly, the tests conducted by Complainant showed inadequate clear floor space at both the sink and stove/range area in the kitchens, inadequate clear floor space outside the swing door area in the bathrooms, lack of accessible routes to covered units, lack of accessible routes to certain common and public use areas and that the garages are not compliant with the Fair Housing Act Accessibility Guidelines ("FHAAG")<sup>2</sup> and, therefore, violate the accessibility requirements of the Act.

The Complainant alleges Respondents have collectively failed to comply with accessibility requirements in violation of the Act. The Subject Properties (identified in Section A above) are covered multifamily dwellings under 42 U.S.C. § 3604(f)(7) and designed for first occupancy after March 13, 1991. Respondents deny all violations alleged against them by the Complainant and deny any liability to the Complainant. Specifically, The Respondents' denial is based upon several factors, including differing interpretations of the FHAAG and state building code requirements.

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<sup>1</sup> The entirety of the Fair Housing Act, as amended, is codified at 42 U.S.C. §§ 3601-3619.

<sup>2</sup> The acronym FHAAG collectively refers to the: (a) *Final Fair Housing Accessibility Guidelines*, 56 Fed. Reg. 9,472 (Mar. 6, 1991); (b) *Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines*, 59 Fed. Reg. 33,362 (June 28, 1994); and (c) *Fair Housing Act Design Manual* (August 1996, as revised and republished April 1998).

The *Final Fair Housing Accessibility Guidelines* are identified on its own as "FHAG" and typically cited to the relevant portion of the Federal Register.

The *Fair Housing Act Design Manual* is identified on its own as "FHA Design Manual."

The Complainant and the Respondents agree that it is in their respective interests to voluntarily settle this controversy and resolve this matter with respect to all of the Subject Properties without the necessity of an evidentiary hearing or other administrative and/or judicial processes available under the law.

The Parties agree that this Agreement is being executed by Barry S. Siegal on behalf of the Developer, BSC Holdings, Inc., and the Owners, Brightwood Crossing Apartments, LLC, Chamberlain Place Apartments, LLC, Granite Ridge Investments, LLC, Lafayette Landing Apartments and Villas, LLC, and Robinhood Court Apartment Homes, LLC (the "Siegal Respondents"), and that no future legal action related to the specific issues referenced in the five (5) separate HUD-filed complaints will be initiated by the parties other than to enforce, or for damages for breach of, the terms of this Conciliation Agreement. The Parties further agree that the signatures of Erskine-Smith Architecture, PLLC, Windsor Contracting, LLC, JBF Associates, Architects, Inc. and Salem Commercial Contracting, L.L.C. are not required to complete the execution of this Agreement by and among the Complainant, the Siegal Respondents and HUD.

#### **C. TERM OF AGREEMENT**

1. This Conciliation Agreement (the "Agreement") shall govern the conduct of the parties to it for a period of sixty (60) months from the Effective Date of this Agreement.
2. The parties agree that the current COVID-19 pandemic results in the Siegal Respondents and their agents and contractors being unable, both as a practical matter and as a result of legally enforceable public health limitations imposed by the Governor of North Carolina and local authorities, to access currently occupied units for remediation activities until approximately the Spring of 2021. Therefore, so long as the Siegal Respondents are proceeding in good faith and in a timely manner to complete their remediation activities under this Agreement subject to force majeure, the Department will take into consideration any factors noted by the Siegal Respondents to have occurred as a result of the COVID-19 pandemic.
3. Should the Siegal Respondents' remediation efforts not be completed within the agreed upon five (5) year period, then the terms of this Agreement shall continue in effect until all the specified remediation has been fully completed.

#### **D. EFFECTIVE DATE**

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by Department, through the Fair Housing and Equal Opportunity (FHEO) Region IV Director, or his or her designee.

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2. This Agreement shall become effective on the date (the "Effective Date") on which it is approved and executed by the Regional Director of the Office of FHEO of HUD, 40 Marietta Street, Atlanta, Georgia 30303 or his or her designee.

#### **E. GENERAL PROVISIONS**

1. The Complainant and the Respondents desire to resolve all alleged violations with respect to all Subject Properties. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints and applies to all of the Subject Properties. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
2. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after the Effective Date, is binding upon HUD, the Complainant and the Respondents and their respective employees and contractors, principals, heirs, managers, members, shareholders, directors, officers, parent entities, executors, assigns, affiliates, subsidiaries, predecessors, successors, successors in title, and agents and applies to all of the Subject Properties identified in Section A of this Agreement.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, this Agreement is a public document.
5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all parties hereto or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his or her designee.
7. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement; the original executed signature pages to be attached to the body of the Agreement to constitute one document.

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8. The Complainant Fair Housing Project of Legal Aid of North Carolina, Inc. hereby resolves its complaints in HUD Case Numbers: 04-17-9473-8, 04-17-9475-8, 04-17-9476-8, 04-17-9457-8 and 04-17-9456-8. The Complainant forever waives, releases, and covenants not to sue (i) the Department, or (ii) the Respondents, and the Respondents' respective direct or indirect employees, consultants, contractors, principals, heirs, managers, members, shareholders, directors, officers, parent entities, executors, assigns, affiliates, subsidiaries, predecessors, successors, successors in title, agents, lenders, insurers, ownership entities of each of the Subject Properties and attorneys, with regard to any and all claims, causes of action, violations, losses, damages, and injuries of whatever nature, whether presently known or unknown, pertaining to, existing or arising out of alleged accessibility violations at the Subject Properties, and all such accessibility matters alleged, or which could have been alleged, in HUD Case Numbers: 04-17-9473-8, 04-17-9475-8, 04-17-9476-8, 04-17-9457-8 and 04-17-9456-8 or in any action, suit or proceeding arising from or pertaining to such matters, whether in federal or state court or any federal or state agency, under the Act or substantially similar federal, state or local laws, rules or regulations, excluding any claims relating to a breach of this Agreement by any Respondent.
9. The Respondents hereby forever waive, release, and covenant not to sue the Department or the Complainant, their agents, employees, attorneys, officers, assignees, and successors in interest with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter presented in HUD Case Numbers: 04-17-9473-8, 04-17-9475-8, 04-17-9476-8, 04-17-9457-8 and 04-17-9456-8 or which could have been filed in any action or suit arising from such subject matter.
10. The Department further agrees that in the event that any third-party contacts the Department alleging a design and construction violation of the Act, or a design and construction violation under related state or federal authorities, against any of the Respondents or released parties concerning non-compliance with certain design and construction requirements at the Subject Properties, the Department will inform the individual of the existence of this Agreement.

#### **F. RELIEF FOR COMPLAINANT**

The Siegal Respondents shall, within thirty (30) days of the Effective Date of this Agreement, make and arrange for delivery of a check payable to the Complainant Fair Housing Project of Legal Aid of North Carolina, Inc. and counsel Jack Holtzman in the amount of \$25,000.00 (Twenty-Five Thousand Dollars) in full settlement of all fees, costs, expenses and damages allegedly incurred by Complainant, to include attorneys' fees and costs.

#### **G. RELIEF IN THE PUBLIC INTEREST**

1. The Siegal Respondents agree to complete the below-identified remediation to the interior, accessible routes, and exterior common areas for the properties identified below. The parties agree that the specific corrective actions identified for each Subject Property below constitute the required remediation pursuant to this

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Agreement. For each of the remediated units, the Siegal Respondents agree to make all specified features compliant with the FHAAG and where applicable, the Americans with Disabilities Act and the ADA Standards, including kitchens, bathrooms, and all other features to the extent only as expressly set forth below in this Agreement. For each of the remediated unit interiors, the Siegal Respondents will distribute accessible (i.e., Type A) units among 1, 2, and 3-bedroom units, with at least one accessible unit of each bedroom type at each of the Subject Properties. The Department recognizes that the Siegal Respondents used ICC/ANSI A117.1-1986 as the standard used during construction and will be making the retrofits so that building entrances, exterior pedestrian routes, interiors of the ground floor dwellings, and public and common use areas are accessible to and usable by disabled persons. Accordingly, all such retrofits of Type A and Type B Covered Dwelling Units shall be performed in compliance with ICC/ANSI A117.1-1986, as amended in relevant part by ICC/ANSI A117.1-2017.

2. Within thirty (30) days of the Effective Date of this Agreement, the Respondents shall inform all of their agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement. The Siegal Respondents agree to provide a certification of compliance of the Siegal Respondents with this provision to HUD as outlined in Section J.
3. Within twelve (12) months of the Effective Date of this Agreement, the Respondents shall attend training on the Federal Fair Housing Act with emphasis on the provisions covering the specifics of multifamily accessibility and the applicable provisions of the Americans with Disabilities Act. The training may occur through web-based, remote, and/or other socially distanced means appropriate to the public health restrictions resulting from the COVID-19 pandemic, provided the remote training is live and allows attendees to ask questions contemporaneously. The training will be provided to all employees with direct responsibility for the design and construction of covered multi-family dwellings. The training will be provided by Fair Housing Accessibility First or another qualified organization or trainer who is approved by HUD. The Respondents will provide the Department with a copy of the sign-in sheet which identifies the names and positions of each employee who participated in the training within thirty (30) days of completing the training. Upon completion of training the Siegal Respondents shall obtain certificates of attendance signed by the trainer to provide to the Department. Copies of both the sign-in sheet and certificates of attendance shall also be provided to Complainants by HUD.

## **H. REMEDIATION**

The Siegal Respondents are responsible for all expenses associated with any services, surveys, inspections, physical modifications, contracting, procurement and retrofits. Associated expenses shall include, but are not limited to, materials, labor, inspections.

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design costs, permits, and, when applicable, any costs associated with providing temporary and comparable, overnight lodging for all household members displaced during completion of the requested work. The Siegal Respondents are additionally responsible for making all required arrangements for surveys and inspections and any expenses incurred as a result, thereof. The estimated projected cost to completion is \$1,300,000.

The following specific corrective actions are identified for each Subject Property and, where appropriate, subdivided into changes for accessible dwelling units ("Type A") and adaptable dwelling units ("Type B"). Collectively, these two types of units are referred to as "Covered Dwelling Units."

**1. Granite Ridge Apartments – 62 Covered Dwelling Units (10 Type A; 52 Type B).**

- a. **Public and Common Use Areas:** As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions set forth below to make the public and common use areas at Granite Ridge Apartments compliant with the Act, FHAAG, and, where applicable, the Americans with Disabilities Act and the ADA Standards.
  - i. Retrofit all doors designed to allow passage into and within all premises within clubhouse and clubhouse bathrooms to no more than 5 lbs. for interior doors and 8.5 lbs. for exterior doors.
  - ii. Retrofit two (2) garages of the available detached garages to comply with the design and construction requirements of the Act and FHAAG.
  - iii. Replace the door hardware on the exterior side of the primary entry door to the sixty-two (62) Covered Dwelling Units with lever hardware in compliance with ANSI A117.1-1986, Section 4.13.9.
  - iv. The Siegal Respondents will timely seek approval from the United States Postal Service to reassign mailboxes so that the key slots for the mailboxes serving the sixty-two (62) Covered Dwelling Units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI A117.1-1986, Section 4.4, subject to approval by the United States Postal Service.
  - v. Retrofit the second laundry room facility to afford persons with disabilities access to the building. The accessible route will comply with the requirements set forth in paragraph H.1.b.i, and the doorknob will be changed to accessible hardware that is easy to grip in compliance with the ANSI A117.1-1986, Sections 4.7 and 4.8.
  - vi. Either (a) reposition or (b) make appropriate changes in the access to the property's amenities (including, if they exist, playground, tennis court, volleyball court, mini golf, horseshoe area, dog parks, pool area and

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- gazebo), so they have accessible routes for persons with disabilities that comply with the requirements set forth in paragraph H.1.b.i.
- vii. Retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings containing the Covered Dwelling Units to prohibit access under stairwells with overhead obstructions or with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI A117.1-1986, Section 4.4.

**b. Exterior Accessible Routes:** As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions set forth below to make exterior pedestrian routes at Granite Ridge Apartments compliant with the Act, FHAAG, and (where applicable) the Americans with Disabilities Act and the ADA Standards.

- i. Provide an accessible route to the sixty-two (62) Covered Dwelling Units (10 Type A and 52 Type B), so that: (i) the running slope is 5% or less or (ii) the running slope is greater than 5% and less than 8.33% and includes the ramp features set forth in ANSI A117.1-1986, Sections 4.7 and 4.8.

**c. Interior of Ground Floor Dwellings:** As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the specific corrective actions set forth below to make the interior of the sixty-two (62) Covered Dwelling Units at Granite Ridge Apartments compliant with the Act and FHAAG.

- i. For the ten (10) Type A units, the Siegal Respondents will retrofit the kitchen sink cabinets to allow either a forward or parallel approach with a 30" by 48" clear floor space. Where a forward approach is used, the Siegal Respondents will finish the floor under the sink and install insulated pipe protection. [FHAAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12 (Mar. 6, 1991); FHA Design Manual, pp. 7.3-7.5]. For the fifty-two (52) Type B units the Siegal Respondents will make modifications at no cost to the tenant, to allow for a forward approach, or make appropriate modifications as required for a parallel approach.
- ii. Replace the door hardware on the interior doors of the sixty-two (62) Covered Dwelling Units on accessible routes with accessible hardware that is easy to grasp with one hand and does not require tight grasping, pinching or twisting in compliance with ANSI A117.1-1986, Section 4.13.9.

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- iii. For the ten (10) Type A units, retrofit if not already provided to provide 30" x 48" clear floor space in front of the refrigerator for a forward approach or a parallel approach as per ANSI A117.1-1986 or in accordance with Section 7.6 of the FHA Design Manual and the 2017 ANSI 1103.12.5.6 and Section 804.5.6., with a maximum offset of 24" from the center line of the refrigerator. As outlined in the FHAAG, or the fifty-two (52) Type B units, a modification will be made to allow a forward approach which can be offset 15" or a parallel approach which can be offset 24" from the centerline of the appliance as per 2017 ANSI 1104.12.2.5.2/1104.12.2.5.3.
- iv. A clear floor space of at least 30" by 48" shall be provided at each kitchen appliance in the ten (10) Type A units and in the fifty-two (52) Type B units. Clear floor spaces for fixtures and appliances may overlap. The 30" x 48" clear floor space must be positioned for either a parallel or forward approach. Unless knee space is provided, space to execute a parallel approach must be provided at ranges, cooktops, and sinks.
- v. For the ten (10) Type A units, the Siegal Respondents will retrofit the main bathroom sink cabinet(s) to allow a parallel approach to provide a 30" by 48" clear floor space or a forward approach to allow a 30" x 48" clear floor space with a minimum of 27" clearance height. The Siegal Respondents will finish the floor under the sink and install insulated pipe protection for a forward approach. [FHAAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12, 9514 (Mar. 6, 1991); FHA Design Manual, pp. 7.47-7.52]. For the fifty-two (52) Type B units the Siegal Respondents will make modifications, as required by the FHA Design Manual at no cost to the tenant, to allow for a forward or parallel approach.
- vi. In accordance with Sections 5.3-5.4 of FHA Design Manual and 2017 ANSI 1104.9, the Siegal Respondents will make modifications if not already provided to provide at least one (1) electrical outlet in each room of the sixty-two (62) Covered Dwelling Units that do not exceed the minimum and maximum heights for accessibility. The Siegal Respondents will modify, if not already provided, the height of the thermostat and light switches to a maximum of 48" above finished floor for an unobstructed forward approach or 46" above the floor for an obstructed forward approach. In accordance with section 4.4 of the A117.1-1986 and section 308.3 exception 1 of the ICC A117.1-2017 where a parallel approach is to be used the maximum allowed height will be 54" above the floor. The Siegal Respondents agree that if these requirements cannot be met a wireless alternative will be provided.
- vii. The Siegal Respondents will install grab bars upon written request of a tenant with a mobility impairment, who lives in one of the sixty-two (62) Covered Dwelling Units at Granite Ridge Apartments. The Siegal Respondents will install grab bars either (i) at locations set forth in the

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FHAG (56 Fed. Reg. at 9509-10); or (ii) in an alternate location if so, specified in writing by the tenant making the request for grab bars. The Siegal Respondents will install such grab bars as promptly as is practical, but in any event no later than thirty (30) days after receipt of such a request. In bathrooms where the toilet is more than 20 inches from the side wall, the Siegal Respondents will also, on tenant request, add blocking to decrease the distance between the toilet and the mounted grab bar or install foldable grab bars as permitted by 2017 ANSI 1104.11.1, Item #6. Respondents will send written notification to all tenants of their ability to request grab bars without charge within 60 days of the Effective Date of this Agreement. Respondents will notify all new tenants of this option during the application approval process.

2. **Brightwood Crossing Apartments** – 76 Covered Dwelling Units (10 Type A; 66 Type B).

- a. **Public and Common Use Areas:** As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions to make the public and common use areas at Brightwood Crossing Apartments compliant with FHAAG, and, where applicable, the Americans with Disabilities Act and the ADA Standards.
  - i. Retrofit all doors designed to allow passage into and within all premises within clubhouse and clubhouse bathrooms to no more than 5 lbs. for interior doors and 8.5 lbs. for exterior doors.
  - ii. Retrofit one (1) garage of the available detached garages to comply with the design and construction requirements of the FHAAG.
  - iii. Replace the door hardware on the exterior side of the primary entry door on the seventy-six (76) Covered Dwelling Units with lever hardware in compliance with ANSI A117.1-1986, Section 4.13.9.
  - iv. Retrofit walkway in front of designated accessible parking spaces used to approach the entrance of the clubhouse by installing wheel stops, if necessary and required, so that legally parked vehicles cannot block the required 36" accessible route when they project into the route, in compliance with ANSI A117.1-1986, Section 4.6.
  - v. Remove knob-type faucets and install lever-style faucets within clubhouse kitchen and clubhouse bathrooms to comply with ANSI A117.1-1986, Section 4.25.4.
  - vi. The Siegal Respondents will timely seek approval from the United States Postal Service to reassign mailboxes so that the key slots for the mailboxes serving the seventy-six (76) Covered Dwelling Units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI

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- A117.1-1986, Section 4.4, subject to approval by the United States Postal Service.
- vii. Retrofit clubhouse kitchen so that there is sufficient knee space for a forward approach to the kitchen sink by a wheelchair user or that there is a 30"x48" clear floor space to allow for a parallel approach and so that the counter at the sink is mounted no higher than 34" in compliance with ANSI A117.1-1986, Section 4.19.2.2.
  - viii. Retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings with the Covered Dwelling Units to prohibit access under stairwells with overhead obstructions or with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI A117.1-1986, Section 4.4.

b. Exterior Accessible Routes: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions set forth below to make exterior pedestrian routes at the Brightwood Crossing Apartments compliant with the FHAAG, and (where applicable) the Americans with Disabilities Act and the ADA Standards.

- i. Provide an accessible route to the seventy-six (76) Covered Dwelling Units so that: (i) the running slope is 5% or less or (ii) the running slope is greater than 5% and less than 8.33% and includes the ramp features set forth in ANSI A117.1-1986, Sections 4.7 and 4.8.

c. Interior of Ground Floor Dwellings: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the specific corrective actions set forth below to make the interior of the seventy-six (76) Covered Dwelling Units at the Brightwood Crossing Apartments compliant with the FHAAG.

- i. For the ten (10) Type A units, the Siegal Respondents will retrofit the kitchen sink cabinets to allow either a forward or parallel approach with a 30" by 48" clear floor space. Where a forward approach is used, the Siegal Respondents will finish the floor under the sink and install insulated pipe protection. [FHAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12 (Mar. 6, 1991); FHA Design Manual, pp. 7.3-7.5]. For the sixty-six (66) Type B units, the Siegal Respondents will make modifications at no cost to the tenant, to allow for a forward approach or make appropriate modifications as required for a parallel approach.
- ii. Replace the door hardware on the interior doors of the seventy-six (76) Covered Dwelling Units on accessible routes with accessible hardware

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- that is easy to grasp with one hand and does not require tight grasping, pinching or twisting in compliance with ANSI A117.1-1986, Section 4.13.9.
- iii. For the ten (10) Type A units, retrofit (if not already provided) to provide 30" x 48" clear floor space in front of the refrigerator for a forward approach or a parallel approach as per ANSI A117.1-1986 or in accordance with Section 7.6 of the FHA Design Manual and the 2017 ANSI 1103.12.5.6 and Section 804.5.6., with a maximum offset of 24" from the center line of the refrigerator. As outlined in the FHAAG, for the sixty-six (66) Type B units, a modification will be made to allow a forward approach which can be offset 15" or a parallel approach which can be offset 24" from the centerline of the appliance as per 2017 ANSI 1104.12.2.5.2/1104.12.2.5.3.
  - iv. A clear floor space of at least 30" by 48" shall be provided at each kitchen appliance in the ten (10) Type A units and in the sixty-six (66) Type B units. Clear floor spaces for fixtures and appliances may overlap. The 30" x 48" clear floor space must be positioned for either a parallel or forward approach. Unless knee space is provided, space to execute a parallel approach must be provided at ranges, cooktops, and sinks.
  - v. For the ten (10) Type A units, the Siegal Respondents will retrofit the main bathroom sink cabinet(s) to allow a parallel approach to provide a 30" by 48" clear floor space or a forward approach to allow a 30" x 48" clear floor space with a minimum of 27" clearance height. The Siegal Respondents will finish the floor under the sink and install insulated pipe protection for a forward approach. [FHAAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12, 9514 (Mar. 6, 1991); FHA Design Manual, pp. 7.47-7.52]. For the sixty-six (66) Type B units, the Siegal Respondents will make modifications, and at no cost to the tenant, to allow for a forward or parallel approach.
  - vi. In accordance with Sections 5.3-5.4 of FHA Design Manual and 2017 ANSI 1104.9, the Siegal Respondents will make modifications, if not already provided, to provide at least one (1) electrical outlet in each room of the seventy-six (76) Covered Dwelling Units that do not exceed the minimum and maximum heights for accessibility. The Siegal Respondents will modify, if not already provided, the height of the thermostat and light switches to a maximum of 48" above finished floor for an unobstructed forward approach or 46" above the floor for an obstructed forward approach. In accordance with section 4.4 of the A117.1-1986 and section 308.3 exception 1 of the ICC A117.1-2017 where a parallel approach is to be used the maximum allowed height will be 54" above the floor. The Siegal Respondents agree that if these requirements cannot be met a wireless alternative will be provided.
  - vii. While not required per 2017 ANSI A117-1, Section 309.1, Number 6, the Siegal Respondents will, as a reasonable accommodation to the

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tenant, upon written request by the tenant, install longer chain to extend ceiling fan control in a Covered Dwelling Units to reach 54" maximum from the floor.

- viii. The Siegal Respondents will install grab bars upon written request of a tenant with a mobility impairment, who lives in one of the seventy-six (76) Covered Dwelling Units at the Brightwood Crossing Apartments. The Siegal Respondents will install grab bars either (i) at locations set forth in the FHAG (56 Fed. Reg. at 9509-10); or (ii) in an alternate location if so, specified in writing by the tenant making the request for grab bars. The Siegal Respondents will install such grab bars as promptly as is practical, but in any event no later than thirty (30) days after receipt of such a request. In bathrooms where the toilet is more than 20 inches from the side wall, the Siegal Respondents will also, on tenant request, add blocking to decrease the distance between the toilet and the mounted grab bar or install foldable grab bars as permitted by 2017 ANSI 1104.11.1, Item #6. Respondents will send written notification to all tenants of their ability to request grab bars without charge within 60 days of the Effective Date of this Agreement. Respondents will notify all new tenants of this option during the application approval process.

3. **Robinhood Court Apartments** – 69 Covered Dwelling Units (10 Type A; 59 Type B).

- a. **Public and Common Use Areas:** As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions to make the public and common use areas at the Robinhood Court Apartments compliant with FHAAG, and where applicable, the Americans with Disabilities Act and the ADA Standards.
  - i. Retrofit all doors designed to allow passage into and within all premises within clubhouse and clubhouse bathrooms to no more than 5 lbs. for interior doors and 8.5 lbs. for exterior doors.
  - ii. Retrofit one (1) garage of the available detached garages to comply with the design and construction requirements of the FHAAG.
  - iii. Replace the door hardware on the exterior side of the primary entry door at the sixty-nine (69) Covered Dwelling Units with lever hardware in compliance with ANSI A117.1-1986, Section 4.13.9.
  - iv. The Siegal Respondents will timely seek approval from the United States Postal Service to reassign mailboxes so that the key slots for the mailboxes serving the sixty-nine (69) Covered Dwelling Units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI



- A 117.1-1986, Section 4.4, subject to approval by the United States Postal Service
- v. Retrofit the second laundry room facility to afford persons with disabilities access to the building. The accessible route will comply with the requirements set forth in paragraph H.3.b.i, and the doorknob will be changed to accessible hardware that is easy to grip in accordance with ANSI A117.1-1986, Sections 4.7 and 4.8.
  - vi. Either (a) reposition or (b) make appropriate changes in access to the property's amenities (including, if they exist, playground, tennis court, volleyball court, mini golf, horseshoe area, dog parks, pool area and gazebo), so they have accessible routes for persons with disabilities that comply with the requirements set forth in paragraph H.3.b.i.
  - vii. Retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings with the Covered Dwelling Units to prohibit access under stairwells with overhead obstructions or with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI A117.1-1986, Section 4.4.

b. Exterior Accessible Routes: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions necessary to make exterior pedestrian routes at the Robinhood Court Apartments compliant with the FHAAG, and (where applicable) the Americans with Disabilities Act and the ADA Standards.

- i. Provide an accessible route to the sixty-nine (69) Covered Dwelling Units so that: (i) the running slope is 5% or less or (ii) the running slope is greater than 5% and less than 8.33% and includes the ramp features set forth in ANSI A117.1-1986, Section 4.4.

c. Interior of Ground Floor Dwellings: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the specific corrective actions set forth below to make the interior of the sixty-nine (69) Covered Dwelling Units at the Robinhood Court Apartments compliant with the FHAAG.

- i. For the ten (10) Type A units, the Siegal Respondents will retrofit the kitchen sink cabinets to allow either a forward or parallel approach with a 30" by 48" clear floor space. Where a forward approach is used, the Siegal Respondents will finish the floor under the sink and install insulated pipe protection. [FHAAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12 (Mar. 6, 1991); FHA Design Manual, pp. 7.3-7.5].

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- For the fifty-nine (59) Type B units, the Siegal Respondents will make modifications at no cost to the tenant, to allow for a forward approach or make appropriate modifications as required for a parallel approach.
- ii. Replace the door hardware on the interior doors of the sixty-nine (69) Covered Dwelling Units on accessible routes with accessible hardware that is easy to grasp with one hand and does not require tight grasping, pinching or twisting in compliance with ANSI A117.1-1986, Section 4.13.9.
  - iii. For the ten (10) Type A units, retrofit (if not already provided) to provide 30" x 48" clear floor space in front of the refrigerator for a forward approach or a parallel approach as per ANSI A117.1-1986 or in accordance with Section 7.6 of the FHA Design Manual and the 2017 ANSI 1103.12.5.6 and Section 804.5.6., with a maximum offset of 24" from the center line of the refrigerator. As outlined in the FHAAG, for the fifty-nine (59) Type B units, a modification will be made to allow a forward approach which can be offset 15" or a parallel approach which can be offset 24" from the centerline of the appliance as per 2017 ANSI 1104.12.2.5.2/1104.12.2.5.3.
  - iv. A clear floor space of at least 30" by 48" shall be provided at each kitchen appliance in the ten (10) Type A units and in the fifty-nine (59) Type B units. Clear floor spaces for fixtures and appliances may overlap. The 30" x 48" clear floor space must be positioned for either a parallel or forward approach. Unless knee space is provided, space to execute a parallel approach must be provided at ranges, cooktops, and sinks.
  - v. For the ten (10) Type A units, the Siegal Respondents will retrofit the main bathroom sink cabinet(s) to allow a parallel approach to provide a 30" by 48" clear floor space or a forward approach to allow a 30" x 48" clear floor space with minimum of 27" clearance height. The Siegal Respondents will finish the floor under the sink and install insulated pipe protection for a forward approach. [FHAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12, 9514 (Mar. 6, 1991); FHA Design Manual, pp. 7.47-7.52]. For the fifty-nine (59) Type B units, the Siegal Respondents will make modifications, and at no cost to the tenant, to allow for a forward or parallel approach.
  - vi. In accordance with Sections 5.3-5.4 of FHA Design Manual and 2017 ANSI 1104.9, the Siegal Respondents will make modifications, if not already provided, to provide at least one (1) electrical outlet in each room of the sixty-nine (69) Covered Dwelling Units that do not exceed the minimum and maximum heights for accessibility. The Siegal Respondents will modify, if not already provided, the height of the thermostat and light switches to a maximum of 48" above finished floor for an unobstructed forward approach or 46" above the floor for an obstructed forward approach. In accordance with section 4.4 of the A117.1-1986 and section 308.3 exception 1 of the ICC A117.1-2017

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where a parallel approach is to be used the maximum allowed height will be 54" above the floor. The Siegal Respondents agree that if these requirements cannot be met a wireless alternative will be provided.

- vii. The Siegal Respondents will install grab bars upon written request of a tenant with a mobility impairment who lives in one of the sixty-nine (69) Covered Dwelling Units at the Robinhood Court Apartments. The Siegal Respondents will install grab bars either (i) at locations set forth in the FHAAG (56 Fed. Reg. at 9509-10); or (ii) in an alternate location if so, specified in writing by the tenant making the request for grab bars. The Siegal Respondents will install such grab bars as promptly as is practical, but in any event no later than thirty (30) days after receipt of such a request. In bathrooms where the toilet is more than 20 inches from the side wall, the Siegal Respondents will also, on tenant request, add blocking to decrease the distance between the toilet and the mounted grab bar or install foldable grab bars as permitted by 2017 ANSI 1104.11.1, Item #6. Respondents will send written notification to all tenants of their ability to request grab bars without charge within 60 days of the Effective Date of this Agreement. Respondents will notify all new tenants of this option during the application approval process.

**4. Chamberlain Place Apartments – 58 Covered Dwelling Units (10 Type A; 48 Type B).**

- a. Public and Common Use Areas: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions to make the public and common use areas at the Chamberlain Place Apartments compliant with FHAAG, and, where applicable, the Americans with Disabilities Act and the ADA Standards.
  - i. Retrofit all doors designed to allow passage into and within all premises within clubhouse and clubhouse bathrooms to no more than 5 lbs. for interior doors and 8.5 lbs. for exterior doors.
  - ii. Retrofit one (1) garage of the available detached garages to comply with the design and construction requirements of the FHAAG.
  - iii. Replace the door hardware on the exterior side of the primary entry door at the fifty-eight (58) Covered Dwelling Units with lever hardware in compliance with ANSI 117.1-1986, Section 4.13.9.
  - iv. The Siegal Respondents will timely seek approval from the United States Postal Service to reassign mailboxes so that the key slots for the mailboxes serving the fifty-eight (58) Covered Dwelling Units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI A117.1-1986, Section 4.4, subject to approval by the United States Postal Service.
  - v. Retrofit the second laundry room facility to afford persons with disabilities access to the building. The accessible route will comply with

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the requirements set forth in paragraph H.4.b.i, and the doorknob will be changed to accessible hardware that is easy to grip in accordance with Section 2.2 of the Fair Housing Guidelines.

- vi. Either (a) reposition or (b) make appropriate changes in access to the property's amenities (including, if they exist, playground, tennis court, volleyball court, mini golf, horseshoe area, dog parks, pool area and gazebo), so they have accessible routes for persons with disabilities that comply with the requirements set forth in paragraph H.4.b.i.
  - vii. Retrofit passageways and circulation spaces in the breezeways underneath the stairs servicing the buildings containing the Covered Dwelling Units to prohibit access under stairwells with overhead obstructions or with a guardrail or other barrier having its leading edge at or below 27" above the finished floor to prevent access to areas adjoining an accessible route where the clear vertical headroom is less than 80" in compliance with ANSI A117.1-1986, Section 4.4.
- b. Exterior Accessible Routes: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions set forth below to make exterior pedestrian routes at the Chamberlain Place Apartments compliant with the FHAAG, and (where applicable) the Americans with Disabilities Act and the ADA Standards.
- i. Provide an accessible route to the fifty-Eight (58) Covered Dwelling Units, so that: (i) the running slope is 5% or less or (ii) the running slope is greater than 5% and less than 8.33% and includes the ramp features set forth in ANSI A117.1-1986, Sections 4.7 and 4.8.
- c. Interior of Ground Floor Dwellings: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the specific corrective actions set forth below to make the interior of the fifty-eight (58) Covered Dwelling Units at the Chamberlain Place Apartments compliant with the FHAAG.
- i. For the ten (10) Type A units, the Siegal Respondents will retrofit the kitchen sink cabinets to allow either a forward or parallel approach with a 30" by 48" clear floor space. Where a forward approach is used, the Siegal Respondents will finish the floor under the sink and install insulated pipe protection. [FHAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12 (Mar. 6, 1991); FHA Design Manual, pp. 7.3-7.5]. For the forty-eight (48) Type B units, the Siegal Respondents will make modifications at no cost to the tenant, to allow for a forward approach or make appropriate modifications as required for a parallel approach.
  - ii. Replace the door hardware on the interior doors of the fifty-eight (58) Covered Dwelling Units on accessible routes with accessible hardware

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that is easy to grasp with one hand and does not require tight grasping, pinching or twisting in compliance with ANSI A117.1-1986, Section 4.13.9.

- iii. For the ten (10) Type A units, retrofit (if not already provided) to provide 30" x 48" clear floor space in front of the refrigerator for a forward approach or a parallel approach as per ANSI A117.1-1986 or in accordance with Section 7.6 of the FHA Design Manual and the 2017 ANSI 1103.12.5.6 and Section 804.5.6., with a maximum offset of 24" from the center line of the refrigerator. As outlined in the FHAAG, for the forty-eight (48) Type B units, a modification will be made to allow a forward approach which can be offset 15" or a parallel approach which can be offset 24" from the centerline of the appliance as per 2017 ANSI 1104.12.2.5.2/1104.12.2.5.3.
- iv. A clear floor space of at least 30" by 48" shall be provided at each kitchen appliance in the ten (10) Type A units and in the forty-eight (48) Type B units. Clear floor spaces for fixtures and appliances may overlap. The 30" x 48" clear floor space must be positioned for either a parallel or forward approach. Unless knee space is provided, space to execute a parallel approach must be provided at ranges, cooktops, and sinks.
- v. For the ten (10) Type A units, the Siegal Respondents will retrofit the main bathroom sink cabinet(s) to allow a parallel approach to provide a 30" by 48" clear floor space or a forward approach to allow a 30" x 48" clear floor space with a minimum of 27" clearance height. The Siegal Respondents will finish the floor under the sink and install insulated pipe protection for a forward approach. [FHAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12, 9514 (Mar. 6, 1991); FHA Design Manual, pp. 7.47-7.52]. For the forty-eight (48) Type B units, the Siegal Respondents will make modifications, and at no cost to the tenant, to allow for a forward or parallel approach.
- vi. In accordance with Sections 5.3-5.4 of FHA Design Manual and 2017 ANSI 1104.9, the Siegal Respondents will make modifications, if not already provided, to provide at least one (1) electrical outlet in each room of the fifty-eight (58) Covered Dwelling Units that do not exceed the minimum and maximum heights for accessibility. The Siegal Respondents will modify, if not already provided, the height of the thermostat and light switches to a maximum of 48" above finished floor for an unobstructed forward approach or 46" above the floor for an obstructed forward approach. In accordance with section 4.4 of the A117.1-1986 and section 308.3 exception 1 of the ICC A117.1-2017 where a parallel approach is to be used the maximum allowed height will be 54" above the floor. The Siegal Respondents agree that if these requirements cannot be met a wireless alternative will be provided.
- vii. The Siegal Respondents will install grab bars upon written request of a tenant with a mobility impairment who lives in one of the fifty-eight (58)

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Covered Dwelling Units at the Chamberlain Place Apartments The Siegal Respondents will install grab bars either (i) at locations set forth in the FHAG (56 Fed. Reg. at 9509-10) or (ii) in an alternate location if so, specified in writing by the tenant making the request for grab bars. The Siegal Respondents will install such grab bars as promptly as is practical, but in any event no later than thirty (30) days after receipt of such a request. In bathrooms where the toilet is more than 20 inches from the side wall, the Siegal Respondents will also, on tenant request, add blocking to decrease the distance between the toilet and the mounted grab bar or install foldable grab bars as permitted by 2017 ANSI 1104.11.1, Item #6. Respondents will send written notification to all tenants of their ability to request grab bars without charge within 60 days of the Effective Date of this Agreement. Respondents will notify all new tenants of this option during the application approval process.

5. **Lafayette Landing** – 60 Covered Dwelling Units (6 Type A; 54 Type B)

- a. **Public and Common Use Areas**: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the following specific corrective actions to make the public and common use areas at Lafayette Landing Apartments compliant with FHAG, and, where applicable, the Americans with Disabilities Act and the ADA Standards.
  - i. Retrofit the walkway in front of designated accessible parking spaces used to approach the entrance of the clubhouse by installing wheel stops, if necessary and required, so that legally parked vehicles cannot block the required 36" accessible route when they project into the route in compliance with ANSI A117.1-1986, Section 4.6.
  - ii. Replace the door hardware on the exterior side of the primary entry door at the sixty (60) Covered Dwelling Units with lever hardware in compliance with ANSI A117.1-1986, Section 4.13.9.
  - iii. The Siegal Respondents will timely seek approval from the United States Postal Service to reassign mailboxes so that the key slots for the mailboxes serving sixty (60) Covered Dwelling Units are within the reach range of 48" above the ground for a forward approach or 54" above the ground for a parallel approach in compliance with ANSI A117.1-1986, Section 4.4, subject to approval by the United States Postal Service.
  - iv. Retrofit the clubhouse kitchen to allow forward or parallel approach to the sink. For a forward approach to the kitchen sink by wheelchair user the floor under the sink shall be finished and have insulated pipe protection in compliance with ANSI A117.1-1986. *See also* FHAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12 (Mar. 6, 1991); FHA Design Manual, pp. 7.3-7.5. For a parallel approach there shall be

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a 30"x48" clear floor space positioned parallel to the sink no higher than 34" in compliance with ANSI A117.1-1986 4.19.2.2.

- b. Interior of Ground Floor Dwellings: As soon as reasonably possible, but no later than sixty (60) months from the Effective Date of this Agreement, the Siegal Respondents will take the specific corrective actions set forth below to make the interior of the sixty (60) Covered Dwelling Units at the Lafayette Landing Apartments compliant with the FHAAG.
- i. For the six (6) Type A units, the Siegal Respondents will retrofit the kitchen sink cabinets to allow either a forward or parallel approach with a 30" by 48" clear floor space. Where a forward approach is used, the Siegal Respondents will finish the floor under the sink and install insulated pipe protection. [FHAG, Requirement #7 available at 56 Fed. Reg. 9472, 9551-12 (Mar. 6, 1991); FHA Design Manual, pp. 7.3-7.5]. For the fifty-four (54) Type B units, the Siegal Respondents will make modifications at no cost to the tenant, to allow for a forward approach or make appropriate modifications as required for a parallel approach.
  - ii. The Siegal Respondents will replace the door hardware on the interior doors of the sixty (60) Covered Dwelling Units on accessible routes with accessible hardware that is easy to grasp with one hand and does not require tight grasping, pinching or twisting in compliance with ANSI A117.1-1986, Section 4.13.9.
  - iii. For the six (6) Type A units, retrofit (if not already provided) to provide 30" x 48" clear floor space in front of the refrigerator for a forward approach or a parallel approach as per ANSI A117.1-1986 or in accordance with Section 7.6 of the FHA Design Manual and the 2017 ANSI 1103.12.5.6 and Section 804.5.6, with a maximum offset of 24" from the center line of the refrigerator. As outlined in the FHAAG, for the fifty-four (54) Type B units, a modification will be made to allow a forward approach which can be offset 15" or a parallel approach which can be offset 24" from the centerline of the appliance as per 2017 ANSI 1104.12.2.5.2/1104.12.2.5.3.
  - iv. A clear floor space of at least 30" by 48" shall be provided at each kitchen appliance in the six (6) Type A units and in the fifty-four (54) Type B units. Clear floor spaces for fixtures and appliances may overlap. The 30" x 48" clear floor space must be positioned for either a parallel or forward approach. Unless knee space is provided, space to execute a parallel approach must be provided at ranges, cooktops, and sinks.
  - v. For the sixty (60) Covered Dwelling Units, the Siegal Respondents will replace (if not already provided existing faucet hardware with faucet hardware that comply with ANSI A117.1-1986, Section 4.25.4.
  - vi. The Siegal Respondents will install grab bars upon written request of a tenant with a mobility impairment who lives in one of the sixty (60)

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Covered Dwelling Units at the Lafayette Landing Apartments. The Siegal Respondents will install grab bars either (i) at locations set forth in the FHAG (56 Fed. Reg. at 9509-10) or (ii) in an alternate location if so, specified in writing by the tenant making the request for grab bars. The Siegal Respondents will install such grab bars as promptly as is practical, but in any event no later than thirty (30) days after receipt of such a request. In bathrooms where the toilet is more than 20 inches from the side wall, the Siegal Respondents will also, on tenant request, add blocking to decrease the distance between the toilet and the mounted grab bar or install foldable grab bars as permitted by 2017 ANSI 1104.11.1, Item #6. Respondents will send written notification to all tenants of their ability to request grab bars without charge within 60 days of the Effective Date of this Agreement. Respondents will notify all new tenants of this option during the application approval process.

## I. MONITORING

1. HUD alone shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD will review compliance with this Agreement. As part of such review, HUD will inspect the Subject Properties identified in Section A of this Agreement, examine witnesses, and copy pertinent records of the Respondents. The Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.
  - a. The parties agree that HUD will conduct onsite reviews to determine compliance with the terms of this Agreement. The reviews will be conducted in coordination with the parties to this Agreement and completed annually or at a time so designated and agreed upon by the parties within each annual timeframe until completion of the requirements of this Agreement. The parties recognize that public health limitations resulting from the COVID-19 pandemic may prevent an annual review for the initial year of the Agreement.
  - b. The parties further agree that Complainant will be permitted to have one (1) representative ("LANC Representative") present during onsite monitoring reviews conducted by HUD. The LANC Representative will be permitted to take photographs, measurements, and notes related to modifications listed in Section H of this Agreement. During onsite reviews the LANC Representative will direct all questions and conduct all interactions with HUD personnel. Through coordination with HUD, Complainants will be permitted to view all plans and documents related to modifications identified in Section H of this Agreement. The Complainant agrees that, by accepting the benefit of this Agreement, it is estopped from relying upon the LANC Representative's observations of the Subject Properties to assert new complaints against one or more of the Subject Properties.

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- c. Copies of all reports or certifications of compliance will be provided to HUD and—by HUD—to the Complainant and the Siegal Respondents and may be provided to other parties identified in this Agreement.
2. Quarterly Reports:

Upon the Effective Date of this Agreement and for the duration of this Agreement, the Siegal Respondents shall submit quarterly reports to HUD (“Quarterly Reports”). For purposes of this Agreement, the first Quarterly Report will be due on January 1, 2021 and will cover activity from the Effective Date of this Agreement to December 31, 2020. Thereafter, the reports will be due at quarterly intervals. For purposes of this Agreement, each Quarterly Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter. [For example, if the Quarterly Report is due on April 1, 2021, the Quarterly Report will cover the period from January 1, 2021 through March 31, 2021.]
3. Contents of the Quarterly Reports:
  - a. In its Quarterly Reports, the Siegal Respondents will provide written verification that the Covered Dwelling Units for which remediation has been completed in the period covered by the Quarterly Report comply with the requirements of the FHAAG, and, where applicable, the Americans with Disabilities Act.
  - b. The Quarterly Reports will also provide the following information:
    - i. The number of Covered Dwelling Units for which funds have been expended.
    - ii. The physical work that has been undertaken by Subject Property name and complete unit address.
    - iii. The physical work that has been completed by Subject Property name and complete unit address.
    - iv. For each completed Covered Dwelling Unit, verification of compliance by Subject Property and bedroom size. The quarterly Report will include unit counts for the given reporting period and cumulatively from the Effective Date of this Agreement.
    - v. Narrative explanation to describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks.
4. Beginning one (1) year after the Effective Date of this Agreement, the Siegal Respondents shall provide an annual report on the progress of remediation identified in Section H of this Agreement.
5. Within sixty (60) months of the Effective Date of this Agreement, the Siegal Respondents shall, subject to the vagaries of the COVID-19 pandemic and other force majeure, demonstrate the completion of the remediation of the Covered Dwelling Units, as more specifically described in Section H, as follows:

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- a. Sixty-five (65) Covered Dwelling Units no later than twelve (12) months from the Effective Date of this Agreement;
- b. An additional sixty-five (65) Covered Dwelling Units no later than twenty-four (24) months from the Effective Date of this Agreement;
- c. An additional sixty-five (65) Covered Dwelling Units no later than thirty-six (36) months from the Effective Date of this Agreement;
- d. An additional sixty-five (65) Covered Dwelling Units no later than sixty (60) months from the Effective Date of this Agreement; and
- e. An additional sixty-five (65) Covered Dwelling Units no later than sixty (60) months from the Effective Date of this Agreement.

#### **J. REPORTING AND RECORDKEEPING**

All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development  
Willie L. Pollock, Conciliator  
950 22<sup>nd</sup> St. N., Suite 900  
Birmingham, Alabama 35226

#### **K. CONSEQUENCES OF BREACH**

1. Whenever the Department has reasonable cause to believe that one or more Respondents have breached this Agreement, the Department shall provide such Respondents with notice of the basis for such belief, including the specific facts and/or circumstances involved and the provision(s) of this Agreement that have allegedly been breached, and allow such Respondents fifteen (15) business days in which to cure said breach, if possible. A copy of any such notice by the Department to the Siegal Respondents shall be timely provided to Complainant. If such Respondents fail to adequately cure the breach, or take reasonable and significant steps to implement a cure of the breach, within the 15-day period, at the Department's discretion the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act against the appropriate Respondent(s).
2. This Agreement represents the entire agreement and understanding between and amongst the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions and/or settlement offers relating thereto.

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04-17-9457-8 and 04-17-9456-8



#### **L. NON-DISPARAGEMENT**

In further consideration of the mutual promises contained herein, the Complainant and the Respondents, and their respective employees, officers, agents, directors, principals, partners, attorneys and other representatives, agree that they will take no actions and make no statements, written or oral, express or implied, which are disparaging toward the other in regard to the allegations underlying this complaint, defenses asserted and set forth in the Respondents' Answers and this Conciliation Agreement, provided that nothing in this Section L shall preclude the parties from making truthful public statements regarding the allegations and defenses raised by the respective parties in this matter. In addition, Complainant agrees not to cause or encourage any legal proceeding to be maintained or instituted against the Respondents or any of the released parties with respect to claims that were asserted, or could have been asserted in HUD Case Numbers: 04-17-9473-8, 04-17-9475-8, 04-17-9476-8, 04-17-9457-8 and 04-17-9456-8, or with respect to any claim for which the Complainant has provided a waiver, release and covenant not to sue pursuant to Section E.8. of this Agreement.

Nothing in this Agreement shall be construed to prohibit or restrict Complainant from alleging that any Respondents or Released Parties have engaged in any act of housing discrimination with respect to matters, other than Respondents' remediation activities approved by HUD pursuant to this Agreement, first occurring on or after the effective date of this Agreement.

#### **M. NOTICE OF SALE OR TRANSFER**

The sale or transfer of ownership, in whole or in part, of any Respondent's interest in any of the five properties (Chamberlain Place, Granite Ridge, Robinhood Court Apartment Homes, Lafayette Landing Apartments and Brightwood Crossing Apartments) shall not affect any of Respondents' continuing obligations to retrofit and/or allow inspections of the property as specified in this Conciliation Agreement, unless they have obtained in writing, as a condition of sale or transfer, the purchaser's or transferee's commitment to assume such obligations, so that the purchaser or transferee will be bound by the terms of this Conciliation Agreement to make retrofits and allow inspections as set forth in this Conciliation Agreement.

Should any of the Siegal Respondents decide to sell or transfer any ownership of the five properties (Chamberlain Place, Granite Ridge, Robinhood Court Apartment Homes, Lafayette Landing Apartments and Brightwood Crossing Apartments), in whole or in part, or any portion thereof, prior to the completion of the retrofits specified in this Conciliation Agreement, such Respondents will, at least thirty (30) days prior to completion of the sale or transfer: (1) provide each prospective buyer with a copy of this Conciliation Agreement and written notice that the property is subject to this Conciliation Agreement, including Respondents' obligation to complete required retrofit work and allow inspections or assign such obligations to the purchaser or transferee by obtaining the purchaser or transferee's commitment to be bound by this Conciliation Agreement; and (2) provide to the HUD written notice of the owner's

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intent to sell or transfer ownership, along with a copy of the notice sent to each buyer,  
and each buyer's name, address, and telephone number.

*[Remainder of page intentionally left blank]*

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04-17-9457-8 and 04-17-9456-8

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**N. CERTIFICATION**

By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

**O. SIGNATURES:**

**Complainant**



Jeffrey D. Dillman, Esq.  
Fair Housing Project  
Legal Aid of North Carolina

10/4/2020  
Date

**On Behalf of Siegal Respondents:**

\_\_\_\_\_  
Barry S. Siegal  
President, BSC Holdings, Inc.  
Manager, Brightwood Crossing Apartments, LLC  
Manager, Chamberlain Place Apartments, LLC  
Manager, Granite Ridge Investments, LLC  
Manager, Robinhood Court Apartment Homes, LLC  
Manager, Lafayette Landing Apartments and Villas, LLC

\_\_\_\_\_  
Date

**P. APPROVAL**

\_\_\_\_\_  
Carlos Osegueda, Regional Director  
Region IV, Office of Fair Housing and Equal Opportunity

\_\_\_\_\_  
Date

**N. CERTIFICATION**

By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

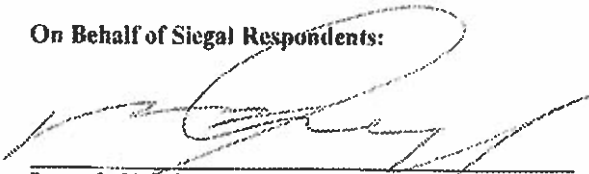
**O. SIGNATURES:**

**Complainant**

\_\_\_\_\_  
Jeffrey D. Dillman, Esq.  
Fair Housing Project  
Legal Aid of North Carolina

\_\_\_\_\_  
Date

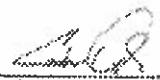
**On Behalf of Siegal Respondents:**

  
\_\_\_\_\_

Barry S. Siegal  
President, BSC Holdings, Inc.  
Manager, Brightwood Crossing Apartments, LLC  
Manager, Chamberlain Place Apartments, LLC  
Manager, Granite Ridge Investments, LLC  
Manager, Robinhood Court Apartment Homes, LLC  
Manager, Lafayette Landing Apartments and Villas, LLC

10/5/20  
\_\_\_\_\_  
Date

**P. APPROVAL**

  
\_\_\_\_\_  
Carlos Osegueda, Regional Director  
Region IV, Office of Fair Housing and Equal Opportunity

October 5, 2020  
\_\_\_\_\_  
Date

