

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

2011 OCT 25 PM 3:43

CLERK *B. Watt*
S.D. OF GA.

SAVANNAH-CHATHAM COUNTY
FAIR HOUSING COUNCIL, INC.,

Plaintiff,

v.

GENESIS DESIGNER HOMES, LLC, et al.,

Defendants.

Civil Action No. CV406-096

UNITED STATES OF AMERICA,

Plaintiff,

v.

GENESIS DESIGNER HOMES, LLC, et al.,

Defendants.

**CONSENT ORDER RESOLVING PLAINTIFFS'
CLAIMS AGAINST DEFENDANT THOMAS & HUTTON ENGINEERING CO.**

I. INTRODUCTION

A. Background

1. This Consent Order is entered into between Plaintiffs Savannah-Chatham County Fair Housing Council, Inc. and the United States of America ("Plaintiffs") and Defendant Thomas & Hutton Engineering Co. ("Thomas & Hutton"). Stonelake Townhomes Property Owners Association, Inc. ("the Stonelake Association") and Highlands Crossing Homeowners

Association, Inc. ("the Highlands Crossing Association"), Rule 19 Defendants in this action, also consent to entry of this Order.

2. On April 12, 2006, SCFHC filed a Complaint in Civil Action No. CV406-096 alleging violations of Section 804(f)(1)-(3) of the Fair Housing Act, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the "FHA" or the "Act"). Specifically, the complaint alleged that Defendants Genesis Real Estate Group ("GREG") and Genesis Designer Homes ("GDH") engaged in a pattern or practice of discrimination against persons with disabilities by failing to design and construct Stonelake Townhomes and Highlands Crossing Townhomes (the "Subject Properties") with the features of accessible and adaptable design set forth in 242 U.S.C. § 3604(f)(3)(C). Stonelake Townhomes ("Stonelake") is located at Berwick Plantation, 89 Travertine Circle, in Savannah, Georgia. Highlands Crossing Townhomes ("Highlands Crossing") is located at Godley Station, 15 Falkland Avenue, in Pooler, Georgia. On October 6, 2006, the Complaint was amended to add the Stonelake Association as a Rule 19 defendant in whose absence full relief could not be granted. On October 4, 2007, the Complaint was amended again to add Thomas & Hutton, Malphrus Construction Company ("Malphrus"), Richard Fitzer II ("Fitzer") and Carrie Schmelter ("Schmelter") as defendants.¹

3. On September 26, 2007, the United States filed its Complaint in case number CV407-139, alleging violations of Sections 804(f)(1), (f)(2), and (f)(3)(C) of the Fair Housing Act, 42 USC §§ 3604(f)(1), (f)(2) and (f)(3). Specifically, the United States' Complaint alleges that

¹ Fitzer and Carrie Schmelter are named defendants in the private Plaintiffs' case, Civil Action No. CV406-096, but are not named defendants in the United States' case, Civil Action No. CV407-139. Carrie Schmelter has not been served and is not a party to this Consent Order.

Defendants GDH, GREG, Thomas & Hutton and Malphrus have failed to design and construct the Subject Properties with the features of accessible and adaptable design set forth in 42 U.S.C. § 3604(f)(3)(C); and thereby, have engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Act and denied to a group of persons rights granted by the Act, which denial raises an issue of general public importance. Thomas & Hutton denied the material allegations of the complaint.

4. On November 7, 2007, the Court consolidated the two cases "for all purposes."

5. On November 10, 2008, the United States amended its complaint to add the Highlands Crossing Association as a Rule 19 defendant after it acquired ownership and management of the common and public use areas of Highlands Crossing from GDH on October 16, 2008.

6. Defendants Thomas & Hutton, the Stonelake Association and the Highlands Crossing Association agree that this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3614(a). The Parties further agree that the controversy should be resolved without further proceedings and without an evidentiary hearing or trial. As indicated by the signatures appearing below, the Parties agree to entry of this Consent Order.

B. Complexes

7. Stonelake is a townhome development, located in Savannah Georgia, which consists of attached single-story and multi-story dwelling units. Stonelake consists of 47 buildings containing four or more dwellings, which comprise 174 ground-floor units. Each of the ground-floor units was designed and constructed for first occupancy after March 13, 1991, and is therefore subject to the design and construction requirements of the FHA.

8. Highlands Crossing is a townhome development property in Pooler, Georgia. Highlands Crossing consists of attached single-story and multi-story dwelling units. It consists of six buildings containing four or more dwellings, which comprise a total of 19 ground-floor units. Each of these 19 ground-floor units was designed and constructed for first occupancy after March 13, 1991, and is therefore subject to the design and construction requirements of the FHA.

C. The Defendant

9. Defendant Thomas & Hutton, a Georgia corporation, provided civil engineering services for the Subject Properties.

D. Rule 19 Parties

10. Defendant Stonelake Association, a non-profit Georgia corporation, is the homeowners' association for Stonelake. The Stonelake Association owns and/or has control over and a management interest in the common and public use areas at Stonelake. The United States' and SCFHC's Complaints name the Stonelake Association only as a necessary or indispensable party to this lawsuit, pursuant to Rule 19 of the Federal Rules of Civil Procedure, in whose absence complete relief cannot be afforded to the United States and SCFHC.

11. Defendant Highlands Crossing Association, a non-profit Georgia corporation, is the homeowners' association for Highlands Crossing. The Highlands Crossing Association owns and/or has control over and a management interest in the common and public use areas at Highlands Crossing. The United States' Complaint names the Highlands Crossing Association only as a necessary or indispensable party to this lawsuit, pursuant to Rule 19 of the Federal Rules of Civil Procedure, in whose absence complete relief cannot be afforded to the United States and SCFHC.

E. Relevant Requirements of the Fair Housing Act

12. The Fair Housing Act provides that, for non-elevator residential buildings with four or more dwelling units, all ground floor units that are designed and constructed for first occupancy after March 13, 1991, are “covered multifamily dwellings” and must include certain basic features of accessible and adaptable design to make such units accessible to or adaptable for use by a person who has or who develops a disability. 42 U.S.C. §§ 3604(f)(3)(C) and (f)(7)(B).

The features of accessible and adaptable design required by the Act include: (a) public use and common use portions of such dwellings that are readily accessible to and usable by persons with disabilities; (b) doors for passage into and within all premises that are sufficiently wide to allow passage by persons with a disability using wheelchairs; and (c) an accessible route into and through the dwelling; (d) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; (e) reinforcements in bathroom walls to allow later installation of grab bars; and (f) usable kitchens and bathrooms such that an individual using a wheelchair can maneuver about the space. 42 U.S.C. § 3604(f)(3)(C).

13. The 193 ground-floor units at the Subject Properties² are “covered multifamily dwellings” within the meaning of the Act, 42 U.S.C. § 3604(f)(7)(b). As such, those units and the public and common use areas at the Subject Properties must comply with the design and construction requirements of 42 U.S.C. § 3604(f)(3)(C).

² This statement of the number of covered dwellings is based on the site inspection conducted on July 31, 2006, as well as several inspections the United States conducted after that date.

F. Recent Orders

14. On January 18, 2011, the Court ruled that certain features of Stonelake and Highlands Crossing do not meet the accessibility requirements of the Fair Housing Act. *See Savannah-Chatham County Fair Hous. Council v. Genesis Designer Homes LLC, et al.*, No 06-cv-096, slip op. (S. D. Ga. Jan. 18, 2011); *see also* HUD Fair Housing Accessibility Guidelines, 24 C.F.R. Part 100 (Mar. 6, 1991) and the HUD Supplement to Notice of Fair Housing Accessibility Guidelines, 24 C.F.R. Ch. I (June 28, 1994) (hereinafter “the Guidelines”).

15. On June 13, 2011, the Court entered a Consent Order between the United States and Defendant GDH. On June 22, 2011, the Court entered a Consent Order between the Plaintiffs and Defendant Malphrus. On June 30, 2011, the Court entered a Consent Order between the Plaintiffs and Defendant GREG. On July 5, 2011, the Court entered a Consent Order between SCFHC and Defendant Fitzer. In the orders, these Defendants were not required to pay any money for retrofits or penalties, due to their insolvency. Defendant Thomas & Hutton is the only defendant still operating as a viable entity.

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

II. GENERAL INJUNCTION

16. Defendant Thomas & Hutton and each of its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with any of them, are enjoined from discriminating on the basis of disability as prohibited by the Fair Housing Act, 42 U.S.C. § 3604(f).

III. CORRECTIVE ACTIONS/RETROFITS

A. Access to Subject Properties

1. Stonelake

17. The Stonelake Association agrees that it will cooperate to facilitate implementation of this Consent Order at Stonelake. The Stonelake Association shall, *inter alia*, allow access to the common and public use areas, including portions of dwelling unit entrance sidewalks leading from the unit entrance to the parking lot sidewalk to allow planning, evaluating, inspecting and performing any modifications or retrofits required under this Order pursuant to the timetable set forth in this Order. The Stonelake Association shall assist SCFHC in coordinating and conducting, as soon as practicable, an informational presentation to inform Stonelake Association members of the purpose and benefits of retrofits. .

2. Highlands Crossing

18. The Highlands Crossing Association agrees that it will cooperate to facilitate implementation of this Consent Order at Highlands Crossing. The Highlands Crossing Association shall, *inter alia*, allow access to the common and public use areas including portions of dwelling unit entrance sidewalks leading from the unit entrance to the parking lot sidewalk to allow planning, evaluating, inspecting and performing any modifications or retrofits required under this Order pursuant to the timetable set forth in this Order. The Highlands Crossing Association shall assist SCFHC in coordinating and conducting, as soon as practicable, an informational presentation to inform Highlands Crossing Association members of the purpose and benefits of retrofits.

B. Retrofits to the Public and Common Use Areas at the Subject Properties

19. The Court has held that features of the public and common use areas of the Subject Properties do not meet the design and construction requirements of the Fair Housing Act. *See Savannah-Chatham County Fair Hous. Council v. Genesis Designer Homes LLC, et al.*, No. 06-cv-096, slip op. at 45-46.

20. Defendant Thomas & Hutton agrees to render the following services in connection with the corrective actions identified in Appendix A ("Accessibility Modifications to the Public and Common Use Areas at Stonelake Townhomes Development") and Appendix B ("Accessibility Modifications to the Public and Common Use Areas at Highlands Crossing"):

- a. create drawings to implement the corrective actions identified in Appendices A and B and the Guidelines;
- b. produce a bid package and solicit bids in order to identify one or more licensed contractors to perform the corrective actions identified in Appendices A and B;
- c. assist with selection of one or more licensed contractors to perform the corrective actions identified in Appendices A and B;
- d. prepare the construction contract for each licensed contractor selected to perform the corrective actions identified in Appendices A and B; such contract shall identify the specific provisions of the Guidelines with which each retrofit must comply; and
- e. perform construction observation and monitoring of each licensed contractor Thomas & Hutton has selected to ascertain that the work of each contractor is in substantial conformance with the corrective actions identified in Appendices A and B and the Guidelines.

21. Defendant Thomas & Hutton has proposed and the Plaintiffs have agreed that Living Independence for Everyone, Inc., a non-profit service and advocacy organization for persons

with disabilities in Southeast Georgia ("LIFE, Inc."), shall contract with licensed contractor(s) to take the corrective actions identified in Appendices A and B. Thomas & Hutton has proposed that LIFE, Inc. be the contracting entity because of, among other things, its experience in administering grants that allow persons with disabilities and/or persons in their household to make modifications in their homes that increase accessibility. Thomas & Hutton and LIFE, Inc. have agreed that LIFE, Inc. shall be compensated by Thomas & Hutton in the amount of TWO THOUSAND DOLLARS (\$2,000) to serve in this capacity. Within thirty (30) days of the date of entry of this Consent Order, Thomas & Hutton shall deliver a check to counsel for the United States payable in this amount to LIFE, Inc. Counsel for the United States shall deliver the check to LIFE, Inc. once the contract described in Paragraph 39 below has been executed.

22. Defendant Thomas & Hutton shall pay all expenses associated with the services it renders in Paragraph 20. In addition, Thomas & Hutton shall cause to be funded each construction contract identified in Paragraph 20(d). Thomas & Hutton shall cause payments to be made within seven (7) days upon receiving an invoice for contracting services from LIFE, Inc. Should there be a dispute about payment of a contract, Thomas & Hutton shall assist LIFE, Inc. in responding to the contractor(s) and shall pay all costs associated with resolving such dispute, including any costs incurred by LIFE, Inc.

23. Within thirty (30) days of the date of entry of this Consent Order, LIFE, Inc. shall provide written notice to all homeowners and residents at Stonelake and Highlands Crossing that the retrofits to the public and common use area violations specified in Appendices A and B will be performed at the Subject Properties. Such notice shall be tailored to each complex separately

and will be substantially in the form of Appendix E. A copy of the two notices shall be simultaneously provided to counsel for the Plaintiffs.³

24. The retrofits identified in Appendices A and B shall be completed expeditiously, but no later than nine (9) months of the date of entry of this Consent Order.

C. Neutral Inspector for Public and Common Use Areas at the Subject Properties

25. LIFE, Inc. shall enter into a contract with a neutral inspector ("Inspector") approved by Defendant Thomas & Hutton and the Plaintiffs to conduct on-site inspections of the public and common use area retrofits that have been performed under this Consent Order to determine if they have been completed in accord with the specifications set out in Appendices A and B and comply with the Guidelines. The Inspector shall have expertise in the design and construction requirements of the Fair Housing Act. As a part of the contract, the Inspector will take digital photographs of the measurements that he/she has taken to determine compliance with this Consent Order and will make those photographs available as part of his/her reports. LIFE, Inc. shall give Thomas & Hutton and the Plaintiffs at least three weeks' notice of the inspection to give their representatives an opportunity to be present for the inspection. The Inspector shall set out the results of each inspection, including deficits if any, in writing and shall send that report to LIFE, Inc. and counsel for Thomas & Hutton and the Plaintiffs.

26. If any of the Inspector reports in Paragraph 25 indicate that any required retrofit has not been made as specified in Appendices A and B or if a report identifies a deficit in the retrofits, then within ten (10) days of receiving a report from the Inspector, LIFE, Inc. shall (a) notify the

³ For purposes of this Order, all submissions to the United States or its counsel should be submitted to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: DJ# 175-20-108, or as otherwise directed by the United States.

appropriate contractor(s) of these deficiencies, and (b) request that the appropriate contractor(s) correct these deficiencies as soon as possible, but not later than thirty (30) days from the date the contractor(s) are notified. Once the deficiencies are corrected by the appropriate contractor(s), LIFE, Inc. shall contact the Inspector to re-inspect those public and common use retrofits that the Inspector previously determined were deficient. This process shall continue until the Inspector conducts a re-inspection and certifies that all of the retrofits specified in Appendices A and B have been completed in compliance with the Guidelines. The Inspector shall send that certification by mail and by fax to LIFE, Inc. and counsel for Thomas & Hutton, SCFHC, the United States, and the Stonelake and Highlands Crossing Associations. Thomas & Hutton shall assist LIFE, Inc. in resolving any disputes with any contractor.

27. Should the Inspector be unable to certify that all of the retrofits specified in Appendices A and B have been completed in compliance with the Guidelines within twelve (12) months of the date of entry of this Consent Order because any of the selected contractor(s) fail to make any of the required retrofits or because there are deficiencies in the required retrofits, Thomas & Hutton shall bear responsibility for correcting the outstanding deficiencies. Thomas & Hutton shall do so within thirteen (13) months of the date of entry of this Consent Order. Nothing in this Consent Order shall prevent Thomas & Hutton from pursuing any remedies it has against any such contractor from losses Thomas & Hutton incurs as a result of a contractor's failure to perform the retrofits specified in Appendices A and B.

D. Retrofit Fund at the Subject Properties

28. Within thirty (30) days of the date of entry of this Consent Order, Defendant Thomas & Hutton shall pay TWO HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$227,500) into an interest-bearing escrow fund ("the Retrofit Fund") for the purpose

of remedying the lack of an accessible route from the parking lot and/or common sidewalks to the front porch of certain units ("approach walks") at the Subject Properties. These approach walk violations and corrective actions are specified in Appendix C ("Accessibility Modifications to the Approach Walks at Stonelake Townhomes Development") and Appendix D ("Accessibility Modifications to the Approach Walks at Highlands Crossing Townhomes Development"). The Retrofit Fund will also pay the fees and expenses of the Neutral Inspector referenced in Paragraphs 25-27 above.

29. Defendant Thomas & Hutton has proposed and the United States has agreed that the Retrofit Fund will be administered by LIFE, Inc., a non-profit service and advocacy organization for persons with disabilities in Southeast Georgia. Thomas & Hutton has proposed that LIFE, Inc. administer the Retrofit Fund for the reasons stated in Paragraph 21 above. LIFE, Inc.'s costs in administering the Retrofit Fund will be paid from the Retrofit Fund and shall not exceed ten percent (10%) of the Retrofit Fund.

30. Within thirty (30) days of the date of entry of this Consent Order, LIFE, Inc. shall provide written notice to all homeowners of covered units at Stonelake and Highlands Crossing (a) informing them that they may elect to have the approach walks to their units retrofitted; and (b) providing them with information about the approach walk retrofit for their particular unit. Such notice will be substantially in the form of Appendix F. A copy of this notice shall be simultaneously provided to the Plaintiffs.

31. Unit owners shall have ninety (90) days of the date of the entry of this Consent Order to make a written request to LIFE, Inc. for retrofits to the approach walk to their unit.

32. Within one hundred (100) days of the date of entry of this Consent Order, LIFE, Inc. shall provide Defendant Thomas & Hutton with a list of three (3) approach walk requests from

those it receives from unit owners pursuant to Paragraph 31. Within thirty (30) days of receiving this list, Thomas & Hutton shall produce a bid package for these three requests and shall provide to LIFE, Inc. a list of licensed contractors competent to do the approach walk retrofit work.

LIFE, Inc. shall solicit bids for these three approach walks as well as the remainder of the approach walks in order to identify one or more licensed contractors to perform the corrective actions identified in Appendices C and D. Thomas & Hutton also shall assist LIFE, Inc. with the bidding process for the three walks. After bids for the three walks are received, Thomas & Hutton's obligation is complete.

33. LIFE, Inc. shall contract with one or more licensed contractors to take the corrective actions identified in Appendices C and D at those covered units where a homeowner elects to have the approach walk retrofitted.

34. In those instances where a homeowner desires to have his/her approach walk retrofitted differently than the corrective action described in Appendices C and D, he or she will discuss the alternative retrofit with LIFE, Inc. which will determine whether such an alternative retrofit will be made. Alternative retrofits shall be allowed if such retrofits help ameliorate the effects of a person's disability when navigating an approach walk that does not comply with the FHA Guidelines, provided that the alternative retrofits are otherwise reasonable. If LIFE, Inc. agrees to the alternative retrofit, LIFE, Inc. will inform Defendant Thomas & Hutton and the appropriate contractor that such an alternative retrofit should be made.

35. The retrofits to approach walks at those covered units where a homeowner elects to have them done shall be completed within nine (9) months of the date of the entry of this Consent Order.

36. In the event that a resident at the Subject Properties incurs undue inconvenience or hardship (defined as a dislocation from the unit for more than 24 hours consecutively) while the retrofits are being made to remedy the approach walk violations, LIFE, Inc. shall be authorized under this Consent Order to pay such resident, including the resident's personal assistant if that resident is disabled, from the Retrofit Fund, the applicable government per diem rate for food and lodging for the local area for each day of undue inconvenience or hardship.

37. LIFE, Inc. will make the determination regarding whether a resident will incur undue inconvenience or hardship and such payment will be made prior to the commencement of any retrofit work on the resident's unit, so that the resident can use the money to obtain alternative accommodations while dislocated.

38. In the event that less than the total amount in the Retrofit Fund including accrued interest is distributed by LIFE, Inc. for the purpose of making the retrofits covered by this Consent Order and paying the costs associated with administering the Retrofit Fund, LIFE, Inc. shall use the remainder to fund home modifications that increase accessibility for individuals with disabilities in southeast Georgia (Bryan, Bulloch, Camden, Chatham, Effingham, Evans, Glynn, Liberty, McIntosh, Tattnall and Toombs Counties). LIFE, Inc. may administer such funds in a manner consistent with its existing home modifications programs, provided that:

- a. The dwelling that is modified must be the primary residence of the person or persons with disabilities who will live in the dwelling; and
- b. No more than Ten Thousand Dollars (\$10,000) may be awarded for the modification of a dwelling.

E. United States' Contract with LIFE, Inc.

39. Before LIFE begins to undertake actions and responsibilities consistent with the requirements of this Consent Order, the United States shall require LIFE, Inc. to enter into a contract with the United States. At a minimum, such contract shall obligate LIFE, Inc. to: (1) contract with licensed contractor(s) to take the corrective actions to the public and common use areas at the Subject Properties in accordance with Paragraphs 21-24; review and approve pay applications, after approval by Thomas & Hutton; assist in the resolution of any disputes regarding the performance of such work, or if such disputes cannot be resolved amicably, upon request of Thomas & Hutton, assign rights to any claims or demands to Thomas & Hutton or its designee; (2) contract with a neutral inspector in accordance with Paragraphs 25-27 to conduct on-site inspections of the public and common use area retrofits that will be performed under the Consent Order to determine if they have been completed in accord with the specifications set out in Appendices A and B; (3) administer the Retrofit Fund in accordance with Paragraphs 29-38 of the Consent Order; (4) maintain records relating to LIFE's actions and responsibilities under the Consent Order, including those related to the administration of the Retrofit Fund; (5) provide reasonable access to those records to the United States upon request; and (6) provide a regular report and accounting to the United States of its expenditures from the Retrofit Fund.

40. If, for any reason during the term of this Consent Order, LIFE, Inc. cannot fulfill its obligations under the contract described above, the United States may move this Court to replace LIFE, Inc. with another entity that can fulfill these obligations.

IV. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

41. For work performed after the date of this Consent Order, Defendant Thomas & Hutton shall maintain and provide to SCFHC and the United States the following information and

statements regarding the design and construction of any covered, multifamily dwellings for which it -- or any entities in which it or its successors in interest have a position of control as an officer, director, member, or manager, or have a ten percent (10%) or larger ownership share -- has provided services:

- (a) the name and address of the project;
- (b) a description of the project and the individual units; and
- (c) a statement certifying that Thomas & Hutton has reviewed the engineering documents for the project and that the final design specifications prepared by Thomas & Hutton therein comply with the requirements of the Fair Housing Act and the Guidelines.

Thomas & Hutton shall provide such information to Plaintiffs ninety (90) days of the date of entry of this Consent Order, one year of the date of entry of this Order, and then annually for the remainder of the term of this Order, except the final report shall be submitted sixty (60) days prior to the expiration of this Order.

42. If Defendant Thomas and Hutton prepares any architectural or site plans, drawings or blueprints for covered multifamily housing, it shall include on such plans, drawings or blueprints a statement that such plans comply with the Fair Housing Act. Thomas & Hutton shall, upon request, provide to the Plaintiffs a list of all such multi-family housing that it has designed or is designing during the term of the Order.

V. EDUCATIONAL PROGRAM

43. Within thirty (30) days of the date of entry of this Consent Order, Defendant Thomas & Hutton shall provide a copy of this Order to all its agents and supervisory employees involved in the design and/or construction of covered multifamily dwellings and secure the signed statement from each agent or employee acknowledging that he or she has received and read the Order, and

has had an opportunity to have questions about the Order answered. This statement shall be substantially in the form of Appendix G.

44. Within thirty (30) days of the date he or she commences employment with Thomas & Hutton, each employee involved in the design and/or construction of covered multifamily dwellings shall be given a copy of this Order and be required to sign the statement acknowledging that he or she has received and read the Order, and had an opportunity to have questions about the Order answered. This statement shall be substantially in the form of Appendix G.

45. Thomas & Hutton shall also ensure that it and any of its employees who have supervisory authority over the design and/or construction of covered multifamily dwellings have a copy of, are familiar with, and personally review, the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, *A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act*, (August 1996, Rev. April 1998).

46. Within ninety (90) days of the date of entry of this Consent Order, Defendant Thomas & Hutton and all its employees and agents whose duties, in whole or in part, involve supervisory authority over the development, design and/or construction of the multifamily dwellings shall undergo training on the design and construction requirements of the Fair Housing Act. The training shall be conducted by a qualified third party, who is unconnected to Thomas & Hutton or its employees, agents or counsel, and approved by the Plaintiffs. All expenses associated with this training shall be borne by Thomas & Hutton. Thomas & Hutton shall provide to the Plaintiffs, within thirty (30) days after the training, the name(s), address(es) and telephone number(s) of the trainer(s); copies of the training outlines and any materials distributed by the

trainers; and certifications executed by Thomas & Hutton and covered agents and employees confirming their attendance, in a form substantially in the form of Appendix H. Thomas & Hutton conducted a training session on April 16, 2008, which, as to the employees who attended that session, meets this requirement for training. A list of those participants is included in Appendix I.

VI. ADDITIONAL MONITORING REQUIREMENTS

47. Defendant Thomas & Hutton shall advise counsel for SCFHC and the United States in writing within fifteen (15) days of receipt of any new and initial formal or informal complaint against them, their employees or agents, regarding disability discrimination in housing under the Fair Housing Act. Thomas & Hutton shall also promptly provide Plaintiffs all non-privileged information it may request concerning any such complaint. Within fifteen (15) days of the resolution of any such complaints, Thomas & Hutton shall advise counsel for SCFHC and the United States of such resolution.

48. Defendant Thomas & Hutton is required to preserve all records related to this Order regarding the Subject Properties and all future covered multifamily dwellings to be designed or constructed by them. Upon reasonable notice to Thomas & Hutton, representatives of SCFHC and the United States shall be permitted to inspect and copy any of Thomas & Hutton's non-privileged records at reasonable times so as to determine compliance with the Order, provided, however, that these representatives shall endeavor to minimize any inconvenience to Thomas & Hutton from such inspections.

49. Within one hundred eighty (180) days of the entry of this Consent Order, Defendant Thomas & Hutton shall submit an initial report containing the signed statement verifications of attendance for key persons, who have completed the education program specified in Section V of

this Consent Order. Thereafter, Thomas & Hutton shall, one year after its entry and each year thereafter, submit to SCFHC and the United States a report containing the signed statements of new agents and supervisory employees involved in the design and/or construction of covered multifamily dwellings verifying that, in accordance with Section V, they have received and read the Order and had an opportunity to have questions about the Order answered. The final report required by this paragraph shall be submitted sixty (60) days prior to the expiration of this Order.

VII. COMPENSATION OF IDENTIFIED AGGRIEVED PERSONS

50. Within thirty (30) days of the entry of this Consent Order, Defendant Thomas & Hutton shall cause to be paid through its counsel's client trust account a total sum of FIFTY THOUSAND DOLLARS (\$50,000)⁴ for the aggrieved persons listed in Appendix J, in the manner and individual amounts listed therein. Such checks shall be delivered to counsel for the United States, which shall then forward each aggrieved person a check. As a prerequisite to receiving such payments, each aggrieved person, or a person legally authorized to sign the release on behalf of that person, must execute and deliver a release of all claims, legal or equitable, that he or she might have against Thomas & Hutton relating to the claims asserted in this lawsuit to counsel for the United States, attached hereto at Appendix K. Counsel for the United States shall deliver executed copies of the release forms to counsel for Thomas & Hutton.

VIII. PROVISIONS REGARDING PLAINTIFF SAVANNAH-CHATHAM FAIR HOUSING COUNCIL, INC.

51. The provisions in this section of the Consent Order shall not apply to the United States.

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

52. Within fifteen (15) days of the date of entry of this Consent Order, Defendant Thomas & Hutton shall pay ONE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$158,375.00) to plaintiff Savannah-Chatham County Fair Housing Council in the form of a check made payable to the Attorney Client Trust Account of Brancart & Brancart, in full and final settlement of this action between SCFHC and Thomas & Hutton. Each party shall execute mutual releases, subject to the terms of this Decree.

IX. DURATION OF ORDER AND TERMINATION OF LEGAL ACTION

53. This Consent Order shall remain in effect for three (3) years after the date of its entry. The Court shall retain jurisdiction for the duration of this Consent Order, after which time the case shall be dismissed with prejudice. The Plaintiffs may move the Court to extend the duration of the Order in the interests of justice.

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

X. TIME FOR PERFORMANCE

55. Any time limits for performance imposed by this Consent Order may be extended by written consent of the Parties.

XI. COSTS OF LITIGATION

56. The United States, Thomas & Hutton, the Stonelake Association and the Highlands Crossing Association shall bear their own costs and attorney's fees associated with this litigation except as otherwise provided herein.

SO ORDERED this 26th day of October 2011.


WILLIAM T. MOORE, JR.
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA

FOR PLAINTIFFS:

EDWARD J. TARVER
United States Attorney
Southern District of Georgia

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

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Highlands Crossing Homeowners Association, Inc.

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
2.0 Accessible Building Entrance on an Accessible Route.		
	2.1 Barriers to Covered Dwelling Unit Entrances. The dwelling unit entrances inspected do not have an accessible entrance on an accessible route. Barriers to entrances exist in combination of one or more of the following conditions:	
	a. There is no curb ramp leading from the parking lot sidewalk down to the parking lot, resulting in an approximately 6" step at the curb. ANSI 4.3.8.	Install curb ramp.
3.0 Accessible Public and Common Use Areas.		
	3.1 Swimming Pool Area.	
	a. There is not an accessible parking space with access aisle and the curb ramp leading to the parking area has running slopes exceeding 8.33% (12.5% measured). ANSI 4.6.2 – Parking Space; ANSI 4.7.2 – Curb Ramp.	Re-stripe parking to include accessible parking space and reconstruct sidewalk to have curb ramp and compliant walk or ramp

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	3.2 Curb Ramps.	
	a. The curb ramp/ramp leading from the development sidewalk, on the north side of entrance drive, has running slopes exceeding the 8.33% maximum allowed (15.5% measured). ANSI 4.7.2.	Reconstruct curb ramp to compliant standard.
	b. The curb ramp/ramp leading from the development sidewalk to the public sidewalk, on the south side of entrance drive, has running slope exceeding 8.33% (14.5% measured). ANSI 4.7.2.	Reconstruct curb ramp to compliant standard.
	c. All four curb ramps at the intersection of Travertine Circle and Stonelake Way have landings with cross slopes that exceed the 2% maximum allowed (5.0 – 7.3% measured). ANSI 4.3.7.	Reconstruct curb ramp to compliant standard.
	d. The curb ramp on Travertine Circle serving units 64-72 and 52-62, has running slopes exceeding 8.33% (15.6% measured) and side flares exceeding 8.33% (37.5% measured).	Reconstruct curb ramp to compliant standard.
	The ramp is also positioned within the sidewalk, creating cross slopes on the required accessible route exceeding the 2% maximum allowed. ANSI 4.7.2 – Curb ramp slopes; ANSI 4.7.5 – Side flares; ANSI 4.3.7 – Cross slopes.	Reconstruct curb ramp to complaint standard.
	e. Both curb ramps at the intersection of Stonelake Circle and Flint Court are positioned within the sidewalk, creating cross slopes on the required accessible route exceeding the 2% maximum allowed. The running slope of the curb ramp in front of 1 Flint Court, exceeds 8.33% (12% measured). The side flare of the ramp in front of 2 Flint Court has slopes exceeding the 8.33% maximum allowed (40% measured). ANSI 4.7.2 – Curb ramp slopes; ANSI 4.7.5 – Side flares; ANSI 4.3.7 – Cross slopes.	Reconstruct curb ramp to compliant standard.
	f. The curb ramp in front of 19 Stonelake Way has running and side flare slopes exceeding the 8.33% maximum allowed (13.5% measured), and is positioned within the sidewalk, creating cross slopes on the required accessible route exceeding the 2% maximum allowed. ANSI 4.7.2 – Curb ramp slopes; ANSI 4.3.7 – Cross slopes.	Reconstruct curb ramp to compliant standard.

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	g. The curb ramp on the south end of the circle park at Slate Circle has running and side flare slopes exceeding the 8.33% maximum allowed (10.4% measured), and is positioned within sidewalk creating cross slopes exceeding the 2% maximum allowed. ANSI 4.7.2 – Curb ramp slopes; ANSI 4.7.5 – Side flare slopes; ANSI 4.3.7 – Cross slopes.	Reconstruct curb ramp to compliant standard.
	h. The curb ramp leading to the mail box kiosk has running slopes exceeding the 8.33% maximum allowed (18.7% measured). ANSI 4.7.2 – Curb ramp slopes.	Reconstruct curb ramp to complaint standard.
	i. 3 curb ramps at Slate Circle and 1 curb ramp near 27 Stonelake Circle are non-compliant. ANSI 4.7	Reconstruct curb ramp to compliant standard.
	j. There is no curb ramp provided at Stonelake Circle near the park by the main entrance, at the intersection of Stonelake Way and Copper Court, at the intersection of Stonelake Way and Travertine Circle. ANSI 4.7	Install compliant curb ramp.

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	3.3 Accessible Routes.	
	a. The common use sidewalk in front of 68 Stonelake Circle has 4 steps, blocking the required accessible route. ANSI 4.3.8.	Reconstruct sidewalk to eliminate steps and comply with accessible route standard.
	b. The common use sidewalk in front of 4 Flint Court has 3 steps, blocking the required accessible route. ANSI 4.3.8.	Reconstruct sidewalk to eliminate steps and comply with accessible route standard.
	c. The sidewalk leading to the "circle park" at Slate Circle, has running slope exceeding 5% (9.3% measured), and is not equipped with handrails as required. ANSI 4.3.7.	Modify slope to no more than 5% or install ramp features for slope between 5 percent and 8.33 percent to comply with ANSI 4.8.
	d. The sidewalk in front of 56 Stonelake Circle has cross slopes exceeding the 2% maximum allowed (8.33% measured). ANSI 4.3.7.	Modify cross slopes to 2 percent or less.
	e. The common use sidewalks are not wide enough to accommodate some parked vehicle overhangs, resulting in the required accessible route to be reduced to less than the 36 inches minimum width (32" measured). ANSI 4.3.3.	Widen all sidewalks to be at least 5 feet wide, or install wheel stops at parking spaces in front of required accessible routes.
	f. Stonelake way, entrance on Berwick Blvd. into site: N and S sidewalk - transition from asphalt to concrete has running slope exceeding 5% maximum allowed (22.5% & 15.1% measured). ANSI 4.3.8	Modify running slopes to 5% or less.
	g. Stonelake way, entrance on Berwick Blvd. into site: N sidewalk between public sidewalk and pull-up space at trash compactor; and S sidewalk - between public sidewalk and corner of Stonelake Cir. and Slate Cir. have cross slopes exceeding 2% (4.6% & 5.6% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	h. Stonelake way, entrance on Berwick Blvd. into site: N sidewalk at sewer cover near trash pull-up space; and sewer cover have abrupt change in level exceeding 1/2" without bevel (1/2" & 1 1/2" measured). ANSI 4.3.8	Modify change in level to 1/4" or 1/2" with a bevel at 1:2.
	i. Slate Cir. (clockwise N to S): NW angle sidewalk between units 108 and 110 has cross slope exceeding 2% (3.4% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	j. Flint Court: W sidewalk between Stonelake Circle and unit 2; and E sidewalk between units 7 & 5 have steps (3 steps @ 3 1/2" high). ANSI 4.3.8	Remove steps and install compliant sidewalk .
	k. Stonelake Circle - outer perimeter sidewalk (counterclockwise from Flint Court to Stonelake Way): sidewalk between units 66 & 70 has steps (3 steps @ 3 1/2" high). ANSI 4.3.8	Remove steps and install compliant sidewalk .
	l. Stonelake Circle - outer perimeter sidewalk (counterclockwise from Flint Court to Stonelake Way): Sidewalk between units 34 & 56; peninsula island near unit 56; between units 58 and steps at unit 66; between units 70 and Stonelake Way have cross slopes exceeding 2% (5.7% - 6.3%, 9.6%, 4.2%, 5.3% - 6.5% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	m. Stonelake Circle - inner perimeter sidewalk (clockwise from corner of Stonelake Way and Stonelake Circle): Sidewalk between Stonelake Way units 89 and peninsula island near unit 77; along peninsula island between units 77 and 67; between units 67 and 53; between units 53 and 31; between unit 31 and corner at unit 27; between curb ramp near unit 27 and curb ramp near unit 19; between curb ramp near unit 19 and 1; between unit 1 to Stonelake Way, along Stone Lake Way to unit 89 and beyond to corner of intersection of Stonelake Way and Stonelake Circle have cross slopes exceeding 2% (5.3% & 8.3%, 4.7%, 3.7%, 5.9%, 3.8%, 4.0%, 4.1%, 4.25% & 5.0% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	n. Stonelake Way, between Stonelake Circle/Copper Court to the S and Travertine Circle/Quartz Way to the N: E sidewalk have cross slopes exceeding 2% (5.4%, 4.9%, 6.7% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	o. Stonelake Way, between Travertine Circle/Quartz Way to the S and Travertine Circle/Travertine Circle to the N: E sidewalk has cross slopes exceeding 2% (5.4%, 4.4% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	p. Travertine Circle - outer perimeter sidewalk (counterclockwise from Stonelake Way/Quartz Way near unit 2 to NW dead end at unit 118): sidewalk between units 54 and 56 has abrupt change in level at 1/2" without bevel (1/2" measured). ANSI 4.3.8	Modify change in level with a bevel at 1:2.
	q. Travertine Circle - outer perimeter sidewalk (counterclockwise from Stonelake Way/Quartz Way near unit 2 to NW dead end at unit 118): Sidewalk between curb ramp at Stonelake Way along peninsula island to unit 2; between units 2 and 24; between units 26 and 62; between units 54 and 56; between units 64 and 66; between units 66 and 72; between units 82 and 90; between units 104 and 118 have cross slopes exceeding 2% (6.9%, 5.0%, 5.5%, 7.2%, 3.9%, 3.7%, 7.8% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	r. Travertine Circle - inner perimeter sidewalk (from NW end at unit 117, across Stonelake Way from unit 101 toward unit 85, and clockwise to Stonelake Way/Quartz Way near unit 1): Sidewalk between units 117 and 107; between units 89 and 85, from unit 85 to the mid-point of the peninsula island; between corner near unit 21 and unit 7 have cross slopes exceeding 2% (5.65, 3.4%, 3.7% - 4.6% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	s. Quartz Way: N sidewalk between units 10 and 18; "U" sidewalk, counterclockwise between units 45 and 37; S sidewalk between units 35 and 19; S sidewalk between units 15 and curb ramp at Stonelake Way have cross slopes exceeding 2% (3.5%, 4.8%, 4.3%, 4.7% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	t. Copper Court: N sidewalk between units 10 and 18; W sidewalk between units 26 and 17; S sidewalk between units 17 and 13; S sidewalk between units 13 and 1 have cross slopes exceeding 2% (3.7%, 4.9%, 3.7%, 9.6% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.
	u. Stonelake Way, W side, between Stonelake Circle/ Copper Court around the corner toward parking at the pool: Between parallel sidewalk along Copper Court and corner; along driveway to pool, between the start of the fence and the end of the sidewalk have cross slopes exceeding 2% (6.3%, 3.4% measured). ANSI 4.3.7	Modify cross slopes to 2% or less.

APPENDIX A

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	3.4 Accessible Parking.	
	a. There is no accessible parking for residents. Two percent of the parking provided for the covered units is required to be accessible. The Guidelines REQ 2; ANSI 4.2. Appendix AII-23.	Re-stripe parking to include minimum of fourteen accessible parking spaces.
	b. There are no accessible visitor parking spaces. A sufficient number of visitor parking spaces must be accessible. The Guidelines REQ 2; ANSI 4.6.2.	Re-stripe parking to include minimum of three visitor accessible parking spaces.
	3.5 Trash Compactor Area.	
	a. There is no sidewalk leading to the trash compactor area. The Guidelines REQ 2; ANSI 4.3	Install compliant sidewalk leading to the trash compactor.
	3.6 Crosswalks	
	a. There are no crosswalks at the intersections of Stonelake Way/Copper Court/Stonelake Circle, Stonelake Way, Quartz Way/Travertine Circle, and Stonelake Way/Travertine Circle.	Install 36" minimum wide striping for crosswalks at the curb ramps at these locations.

APPENDIX B

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
HIGHLANDS CROSSING DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
2.0 Accessible Building Entrance on an Accessible Route.		
	2.1 Barriers to covered dwelling unit entrances. The dwelling unit entrances inspected do not have an accessible entrance on an accessible route. Barriers to entrances exist in combination of one or more of the following conditions:	
	a. There is no curb ramp leading from the parking lot sidewalk down to the parking lot, resulting in an approximately 6" step at the curb. ANSI 4.3.8.	Install curb ramp.
3.0 Accessible Public and Common Use Areas.		
	3.1 Trash Compactor.	
	3.1.1 There is no curb ramp serving the sidewalk leading to the ramp to the trash compactor, resulting in a 6" step at the curb. ANSI 4.3.8.	Install compliant curb ramp
	3.2 Parking.	
	3.2.1 No accessible resident parking observed. A minimum of 2 percent of parking provided for covered dwelling units must be accessible. The Guidelines, REQ 2; ANSI 4.6.2.	Re-stripe parking lot to include minimum required accessible parking spaces. (2% of parking serving ground floor units.)
	3.2.2 No accessible visitor parking observed. A sufficient number must be provided to provide access to covered ground floor units. The Guidelines, REQ 2, ANSI 4.6.2.	Re-stripe parking to provide a sufficient number of accessible parking spaces (at least one space).
	3.3 Mail Box Area.	
	3.3.1 The curb ramp serving the sidewalk has side flare slopes exceeding the 10% maximum allowed (16% measured).	Replace curb ramp with compliant design.

APPENDIX B

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
HIGHLANDS CROSSING DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	3.4 Accessible Route	
	3.4.1 There's no accessible route from the complex to the public street.	Install a compliant sidewalk to the public street
	3.4.2 Entrance on Highland Blvd. into site: E Sidewalk between the vehicle pull-up space and the ramp to the trash compactor has cross slopes exceeding 2.0% maximum allowed (4.0% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.3 Entrance on Highland Blvd. into site: mailbox perimeter sidewalk between end of sidewalk near site entrance and the curb ramp at mailboxes has cross slopes exceeding 2.0% maximum allowed (3.9% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.4 Entrance on Highland Blvd. into site: Mailbox perimeter sidewalk between curb ramp at mailboxes, to stop sign at S side of the E-W sidewalk toward units has cross slopes exceeding 2.0% maximum allowed (3.7% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.5 Entrance on Highland Blvd. into site: Mailbox perimeter sidewalk between curb ramp at mailboxes, to stop sign at S side of the E-W sidewalk toward units has a change in level exceeding 1/2" maximum allowed without bevel (1" measured). ANSI 4.3.8	Modify change in level to 1/4" or 1/2" with a bevel at 1:2.
	3.4.6 Entrance on Highland Blvd. into site: Mailbox perimeter sidewalk between stop sign and NE corner of the 3-way intersection has cross slopes exceeding 2.0% maximum allowed (3.7% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.7 Street along dwelling units - E side between unit 2 and the NE corner of the 3-way intersection: Sidewalk between units 2 and 10 has cross slopes exceeding 2.0% maximum allowed (4.0% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.8 Street along dwelling units - E side between unit 2 and the NE corner of the 3-way intersection: Sidewalk S of unit 10 has a gap; sidewalk ends at connection to unit 10; no connection to where sidewalk starts again at the end parking space. ANSI 4.3	Fill gap and install a compliant sidewalk connection.

APPENDIX B**ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
HIGHLANDS CROSSING DEVELOPMENT**

Requirements of the Guidelines	Violation	Retrofit
	3.4.9 Street along dwelling units - E side between SE corner of the 3-way intersection and end of Accessible Route at unit 90: Sidewalk along peninsula at end parking space and connection to unit 24 has cross slopes exceeding 2.0% maximum allowed (4.5% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.10 Street along dwelling units - E side between SE corner of the 3-way intersection and end of Accessible Route at unit 90: Sidewalk between units 24 and 48 has cross slopes exceeding 2.0% maximum allowed (4.6% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.11 Street along dwelling units - E side between SE corner of the 3-way intersection and end of Accessible Route at unit 90: Sidewalk between units 62 and 82 has cross slopes exceeding 2.0% maximum allowed (6.8% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.12 Street along dwelling units - E side between SE corner of the 3-way intersection and end of Accessible Route at unit 90: Sidewalk between units 82 and 84 has running slopes exceeding 5.0% maximum allowed (7.0% - 8.6% measured). ANSI 4.3.7, 4.8.2	Modify running slope to 5% or install compliant handrails.
	3.4.13 Street along dwelling units - E side between SE corner of the 3-way intersection and end of Accessible Route at unit 90: Sidewalk between units 84 and 90 has cross slopes exceeding 2.0% maximum allowed (3.9% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.14 Street along dwelling units - W side between end of Accessible Route at unit 101 and peninsula island N of unit 73: Sidewalk between units 101 and 85 has cross slopes exceeding 2.0% maximum allowed (8.4% - 11.8%). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.15 Street along dwelling units - W side between end of Accessible Route at unit 101 and peninsula island N of unit 73: Sidewalk between units 81 and peninsula island N of unit 73 has cross slopes exceeding 2.0% maximum allowed (6.4% - 9.9% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.16 Sale Office (Unit 16): W sidewalk between peninsula island at unit 17 has cross slopes exceeding 2.0% maximum allowed (4.4% measured). ANSI 4.3.7	Modify cross slope to 2% or less.

APPENDIX B

ACCESSIBILITY MODIFICATIONS TO THE PUBLIC AND COMMON USE AREAS AT
HIGHLANDS CROSSING DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
	3.4.17 Sale Office (Unit 16): W sidewalk between unit 17 and 15 has cross slopes exceeding 2.0% maximum allowed (3.7% measured). ANSI 4.3.7	Modify cross slope to 2% or less.
	3.4.18 The common-use sidewalks are not wide enough to accommodate some parked vehicle overhangs, resulting in the required accessible route to be reduced to less than the 36 inches minimum width (32" measured) ANSI 4.3.7	Widen all sidewalks to be at least 5 feet wide, or install wheel stops at parking spaces in front of required accessible routes.
	3.5 Curb Ramps	
	3.5.1 There are no curb ramps provided at the intersection of Montrose Ave./ Falkland Ave.	Install compliant curb ramps
	3.6 Crosswalks	
	3.6.1 There is no crosswalk at the intersection of Montrose Avenue./Falkland Avenue.	Install 36" minimum wide striping for crosswalks at the curb ramps at these locations.

APPENDIX C

ACCESSIBILITY MODIFICATIONS TO THE APPROACH WALKS AT STONELAKE TOWNHOMES DEVELOPMENT

Requirements of the Guidelines	Violation	Retrofit
2.0 Accessible Building Entrance on an Accessible Route.		
	2.1 Barriers to Covered Dwelling Unit Entrances. The dwelling unit entrances inspected do not have an accessible entrance on an accessible route. Barriers to entrances exist in combination of one or more of the following conditions:	
	a. A step measuring approximately 4 inches, occurs at the exterior side of the entrance door threshold. The Guidelines, REQ 4, (6); ANSI 4.3.8.	Remove step at the entrance door threshold.
	b. A step or steps occur in the dwelling unit entrance sidewalk leading from the unit entrance to the parking lot sidewalk. ANSI 4.3.8.	Remove steps from sidewalk leading to unit entrance.
	c. The running slope of the dwelling unit entrance sidewalk exceeds the 5 percent maximum allowed and is not equipped with ramp features such as hand rails as required. In some cases, the walkway also exceeds the 8.33 percent maximum slope allowed for ramps. ANSI 4.3.7, 4.8.2	Modify slope to no more than 5% or install ramp features for slope between 5 percent and 8.33 percent to comply with ANSI 4.8.

APPENDIX D

ACCESSIBILITY MODIFICATIONS TO THE APPROACH WALKS AT HIGHLANDS CROSSING

Requirements of the Guidelines	Violation	Retrofit
2.0 Accessible Building Entrance on an Accessible Route.		
	2.1 Barriers to covered dwelling unit entrances. The dwelling unit entrances inspected do not have an accessible entrance on an accessible route. Barriers to entrances exist in combination of one or more of the following conditions:	
	a. A step measuring approximately 4 inches occurs at the exterior side of the entrance door threshold. The Guidelines, REQ 4, (6); ANSI 4.3.8.	Remove step at entrance door threshold.
	b. A step or steps occur in the dwelling unit entrance sidewalk leading from the unit entrance to the parking lot sidewalk. ANSI 4.3.8.	Remove step(s) from sidewalk leading to unit.
	c. The running slope of the dwelling unit entrance sidewalk exceeds the 5 percent maximum allowed and is not equipped with ramp features, such as hand rails, as required. In some cases, the walkway also exceeds the 8.33 percent maximum slope allowed for ramps. ANSI 4.3.7, 4.8.2.	Modify slope to no more than 5 percent or install ramp features for slope between 5 and 8.33 percent to comply with ANSI 4.8.
	d. Cross slopes in the dwelling unit entrance sidewalk exceed the 2 percent maximum allowed. ANSI 4.3.7.	Modify cross slope to no more than 2 percent.

APPENDIX E

**NOTICE OF RETROFITS TO PUBLIC AND COMMON USE
AREAS AT [SUBJECT PROPERTY]**

Dear Resident:

This is to advise you that the lawsuits brought by the Savannah-Chatham County Fair Housing Council and United States Department of Justice against those responsible for the design and construction of this complex have recently been settled, and the settlements were approved by the U.S. District Court. The federal Fair Housing Act requires that the public and common use areas at complexes such as [SUBJECT PROPERTY] have certain features of physical accessibility for persons with disabilities. As a result of the settlement of these lawsuits, inaccessible features of the public and common use areas of [SUBJECT PROPERTY] need to be modified.

Our organization, LIFE, Inc., a non-profit service and advocacy organization for persons with disabilities serving 11 counties in Southeast Georgia, is the entity designated under the settlement to make arrangements with contractors who will remedy the Fair Housing Act violations. Generally, the contractors will retrofit certain sidewalks, install curb cuts and ramps or modify existing ones, and eliminate some of the steps along certain sidewalks. They will also create accessible parking spaces for persons with disabilities.

We are writing this notice to let you know that beginning on _____, 2011, contractors will be coming onto the property to begin the process of retrofitting certain aspects of the public and common use areas. We expect the process to last approximately _____ weeks. We apologize for any inconveniences you may incur as a result of this work.

If you have any questions regarding these retrofits, please contact (name of contact person) with LIFE, Inc. at (telephone number).

LIFE, Inc.

APPENDIX F

NOTICE OF AVAILABILITY OF MODIFICATIONS TO THE APPROACH WALK TO CERTAIN UNITS AT [SUBJECT PROPERTY]

Dear Homeowner:

This is to advise you that the lawsuits brought by the Savannah-Chatham County Fair Housing Council and United States Department of Justice against those responsible for the design and construction of this complex have recently been settled, and the settlements were approved by the U.S. District Court. As a result, the outside approach walks from the common sidewalk to the front door of certain units at [Subject Property] can be retrofitted to provide greater accessibility for persons with disabilities. In most instances, the retrofits will entail repaving the approach walk to eliminate steps and may, depending on the unit-type, require additional modifications such as railings and/or ramps. Your unit is one of those that does not meet the Accessible Design Requirements of the Fair Housing Act and is therefore eligible to be considered for a retrofit.

Please note that choosing to retrofit your approach walk is completely voluntary. Because the settlement provides only limited funding, retrofits will be done on a first-come, first-served basis. Under the settlement, our organization, LIFE, Inc., a non-profit service and advocacy organization for persons with disabilities serving 11 counties in Southeast Georgia, is the entity that will evaluate each request for approach walk retrofits and make a determination with respect to the timeliness/sequence of your request, the appropriate retrofit for your unit type, and the cost of the proposed retrofit (in most cases the retrofits will be performed at no cost to you). Any owner of an eligible unit may submit a request for an approach walk without regard to whether one has a disability.

Should you be approved for an approach walk retrofit, you will grant access to the property so that a contractor can be employed pursuant to the settlement to perform the retrofit. The work must be completed within ____ days from the date on which your request is approved. In the event that the retrofitting work causes you or your tenant to be displaced from your unit for more than twenty-four (24) hours at a time, you or your tenant may be eligible to receive a subsidy for food and lodging at the applicable government per diem rate. In scheduling when the repairs will take place, we will take into account your or your tenant's preferences and convenience.

It is important that you fill out the attached document as soon as possible if you are interested in having the approach walk retrofit done to your unit. The last date possible to submit the attached document is _____, provided there are sufficient funds left to do the retrofits. If you think you are interested, we will set up an appointment to meet with you to explain what the retrofits will entail.

If you have any questions regarding this notice, please contact us at _____.

LIFE, Inc.

APPENDIX F-1

RESPONSE FORM FOR APPROACH WALK RETROFITS TO UNITS AT [SUBJECT PROPERTY]

_____ Yes, I am/we, the owners of the unit described below, are interested in meeting with a representative of LIFE, Inc. about retrofitting the approach walk leading to the front door of my/our townhome unit.

_____ No, I am/we are not interested in retrofits to the approach walk leading to the front door of my/our townhome unit.

Printed Name

Printed Name

Signature of owner/co-owner

Signature of owner/co-owner

Address

Phone numbers

Please return the completed form to _____ within _____ days of your receipt of the attached notice.

If you have expressed an interest in having retrofits made to the approach walk leading to the front door of your townhome, you will hear from a representative of _____ to set up a meeting to review the modifications to your unit, usually within 30 (thirty) days after receiving your completed form. If you have not heard from _____ within 30 days, please contact _____ at the following telephone number _____.

APPENDIX G

ACKNOWLEDGMENT OF RECEIPT OF CONSENT DECREE

On _____, I received copies of and have read the Consent Order entered by the federal district court in *Savannah-Chatham Fair Housing Council Inc. v. Genesis Designer Homes, et al. and United States v. Genesis Designer Homes, et al.*, Civil Action No. CV406-096 (S.D. Ga.). I have had all of my questions concerning the Consent Order and the Fair Housing Act answered to my satisfaction.

(Signature)

(Print name)

(Position)

(Date)

APPENDIX H

CERTIFICATION OF FAIR HOUSING TRAINING

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

(Signature)

(Print name)

(Position)

(Date)

APPENDIX I

Topic: PMT212-Project Management Series
 ADA Compliance and FHA Standards
Date: April 16, 2008
Instructor(s): Doug Anderson-LCM Architects
Location: ALL (SAV/CHS/MYR/WIL/BRU)

PROFESSIONAL DEVELOPMENT HOURS (PDH): 4 Hours

Employee		Number of Hours
SAVANNAH		
1	Alkaaki, Alex	4.0
2	Bennett, Evan	4.0
3	Blalock, Donna	4.0
4	Boyd, Mays	4.0
5	Burdge, Todd	4.0
6	Burns, Scott	4.0
7	Callaway, Darrell	4.0
8	Carmack, John	4.0
9	Carpenter, Chad	4.0
10	Cetti, Tom	4.0
11	Chambers, Christi	4.0
12	Chambless, Jason	4.0
13	Chervenak, Gene	4.0
14	Crosby, Tony	4.0
15	Cuson, Dana	4.0
16	Deering, Diane	4.0
17	Dietz, William	4.0
18	Fischer, Stan	4.0
19	Floyd, Justin	4.0
20	Gaddy, Patrick	4.0
21	Gammon, Grant	4.0
22	Garceau, John	4.0
23	Gardener, Nigel	4.0

	Employee	Number of Hours
24	Gay, Dan	4.0
25	George, Lorne	4.0
26	Gerken, Matt	4.0
27	Giordano, John	4.0
28	Goldberg, Jennifer	4.0
29	Grass, Chad	4.0
30	Greene, Scott	4.0
31	Halliburton, Jeff	4.0
32	Harris, Greg	4.0
33	Highland, Jim	4.0
34	Hughes, Michael	4.0
35	Hutton, Honor	4.0
36	Jenkins, Barry	4.0
37	Johnson, Rick	4.0
38	Jolley, Bo	4.0
39	Jones, Ben	4.0
40	Kelley, Doyle	4.0
41	Lawrence, Cristy	4.0
42	Lee, Bobby	4.0
43	Long, Nathan	4.0
44	Lucke, Brett	4.0
45	Maulden, Matt	4.0
46	McCachern, Sam	4.0
47	McFarland, Lisa	4.0
48	McLean, Jerry	4.0
49	Mercer, Lamar	4.0
50	Monson, Scott	4.0
51	Morgan, Roby	4.0
52	Norris, Terry	4.0
53	Oglesby, Preston	4.0
54	Olson, Erik	4.0
55	O'Sako, Jared	4.0
56	Panhorst, John	4.0
57	Pickering, Mark	4.0
58	Powers, Wright	4.0
59	Raehn, Chance	4.0
60	Schmidt, Mike	4.0
61	Shingler, Matthew	4.0

Employee		Number of Hours
62	Simpson, Steve	4.0
63	Singleton, Chuck	4.0
64	Sirmons, Brad	4.0
65	Smith, Gabe	4.0
66	Smith, Kevin	4.0
67	Smith, Ryan	4.0
68	Sororian, Fred	4.0
69	Stanley, Nick	4.0
70	Stanton, Barry	4.0
71	Starling, Jamie	4.0
72	Stone, Bill	4.0
73	Stovall, Chris	4.0
74	Strickland, Ryan	4.0
75	Stringer, Christopher	4.0
76	Strong, Keith	4.0
77	Teague, Paul	4.0
78	Thompson, Ryan	4.0
79	White, Joey	4.0
80	Williams, Donnie	4.0
81	Williams, John	4.0
82	Wilson, Dwayne	4.0
83	Windsor, Rusty	4.0
84	Zuck, Craig	4.0
CHARLESTON		
85	Bohannon, Mitchell	4.0
86	Bongbonga, Charles	4.0
87	Brooks, Bryan	4.0
88	Cordray, Jacob	4.0
89	Crowley, Leigh	4.0
90	Cummins, Lindy	4.0
91	DuPre, Jimmy	4.0
92	Grieco, Vito	4.0
93	Guinn, Eddie	4.0
94	Hall, Jessica	4.0
95	Hook, Rogers	4.0
96	Huff, Gilbert	4.0
97	Hutchinson, Jason	4.0
98	Ingham, Jeff	4.0

Employee		Number of Hours
99	Johnson, Alvin	4.0
100	Kolb, Leann	4.0
101	Malone, Graham	4.0
102	Nagel, Ken	4.0
103	Nelson, Jenna	4.0
104	Peek, Shane	4.0
105	Phillips, Les M.	4.0
106	Roach, Michael	4.0
107	Rogers, Patrick	4.0
108	Roland, Tim	4.0
109	Shoemake, Kevin	4.0
110	Stecker, Jon	4.0
111	Thomas, Chris	4.0
112	Wadsworth, Andrew	4.0
113	Wilson, McLean	4.0
114	Woody, Tony	4.0
115	Yodice, Mark	4.0
MYRTLE BEACH		
116	Collins, Paul	4.0
117	Cope, Marcus	4.0
118	Cox, Jason	4.0
119	Crawford, Ken	4.0
120	Faigen, Josh	4.0
121	Goff, Allan	4.0
122	Lewis, Nickey	4.0
123	Morrow, Charlie	4.0
124	Miller, Jeff	4.0
125	Parker, James "Cam"	4.0
126	Oliver, Ryan	4.0
127	Queen, Mickey	4.0
128	Richards, John	4.0
129	Rogers, Chris	4.0
WILMINGTON		
130	Bodkin, Les M.	4.0
131	Elliott, Nathan	4.0
132	Fortin, Renée	4.0
133	Galloway, Lee	4.0
134	Mooring, Chris	4.0

Employee		Number of Hours
135	Reel, Jack	4.0
136	Riley, Brian	4.0
137	Roth, Evan	4.0
138	Stamper, Chris	4.0
BRUNSWICK		
139	Butler, Jason	4.0
140	Byrd, Steve	4.0
141	Ezelle, Charles	4.0
142	Hill, Teeple	4.0
143	Lynn, Travis	4.0
144	Purcell, Brandon	4.0

No. of attendees: **144**

Certificates printed and distributed on: **April 22, 2008**

APPENDIX J

AGGRIEVED PERSONS

Charlene Brown – \$5,625

Florence D'Arco – \$5,625

Doris Lowther – \$5,625

Steven Lynch – \$1,000

Virginia Miro – \$5,625

Diane McCarthy – \$5,625

Isaac Nelson – \$5,625

Patricia Robison – \$5,625

Albert Robinson – \$2,000

Gail Robinson – \$2,000

Caper Smith – \$5,625

APPENDIX K

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of _____ dollars (\$ _____), pursuant to the Consent Order entered in *Savannah-Chatham Fair Housing Council Inc. v. Genesis Designer Homes, et al. and United States v. Genesis Designer Homes, et al.*, Civil Action No. CV406-096 (S.D. Ga.) by the United States District Court for the Southern District of Georgia, I hereby release and forever discharge the Defendant Thomas & Hutton Engineering Co., and its employees, from any and all liability for any claims, legal or equitable, I may have against it arising out of the issues alleged in this action as of the date of the entry of this Consent Order. I fully acknowledge and agree that this release of Defendant Thomas & Hutton Engineering Co. shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature)

NAME: _____

ADDRESS: _____

DATE: _____