

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON**

**NATIONAL FAIR HOUSING
ALLIANCE, INC.;**
**INTERMOUNTAIN FAIR
HOUSING COUNCIL; and**
**NORTHWEST FAIR HOUSING
ALLIANCE,**

Plaintiffs,

v.

RUDEEN DEVELOPMENT, LLC;
RIVERVIEW VENTURE, LLC;
BENTLEY APARTMENTS I, LLC;
**MIRABOLANTE APARTMENTS,
LLC; THE VILLAS AT RIVER
VIEW, LLC; MOUNTAIN VIEW
VILLAGE, LLC; and RUDEEN
MANAGEMENT, CO., INC.,**

Defendants.

Case No. 2:15-cv-00075

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 10 day of November 2015 by and between Plaintiffs National Fair Housing Alliance, Inc., Intermountain Fair Housing Council, and Northwest Fair Housing Alliance (“Plaintiffs”) and Defendants Rudeen Development, LLC, Riverview Venture LLC, Bentley Apartments I, LLC, Mirabolante Apartments, LLC, The Villas at River View, LLC, Mountain View Village, LLC, and Rudeen Management, Co., Inc. (“Rudeen Defendants”), herein collectively, the “Parties.”

I. PURPOSES OF THE SETTLEMENT AGREEMENT

WHEREAS the Rudeen Defendants developed, own, and / or currently manage several multifamily residential properties known as Mirabolante Apartments, Bentley Apartments, Riverview at Mill River, Mountain View Village Apartments, and Villas at River View (collectively, the “Subject Properties”);

WHEREAS on March 26, 2015, Plaintiffs filed a complaint against the Rudeen Defendants in the United States District Court for the Eastern District of Washington in Spokane, case number 2:15-cv-00075, (the “Complaint”), alleging that, as more fully set forth in the Complaint, the Rudeen Defendants designed and/or constructed the Subject Properties without full adherence to the required elements of accessible and adaptable design in violation of the Fair Housing Amendments Act (“FHAA”), 42 U.S.C. § 3604(f)(3)(C);

WHEREAS, at all times the Rudeen Defendants have denied and continue to deny the allegations in the Complaint;

WHEREAS, John R. Torkelson of the ACCESSpartnership, lp at 3006 Bee Caves Road, A-240, Austin, Texas 78746 (hereinafter “Inspector”) has been retained by the Rudeen Defendants to inspect the Subject Properties for accessibility compliance; and

WHEREAS, Plaintiffs and the Rudeen Defendants desire to resolve the Complaint voluntarily and without further litigation, to that end, they have agreed to the following terms by which the Complaint may be fully and finally resolved and have agreed to execute this Settlement Agreement (“Agreement”).

II. TERMS OF THE SETTLEMENT AGREEMENT

Based upon the foregoing recitals, which are incorporated herein by this reference, it is hereby agreed by the Parties to this Agreement that:

A. Jurisdiction

1. At each of the Subject Properties, none of which have residential buildings with elevators, all ground floor individual dwelling units are “covered units” within the meaning of the FHAA. Each covered unit at the Subject Properties, and the public and common-use areas at the Subject Properties, are subject to the design and construction requirements of the FHAA, 42 U.S.C. § 3604(f)(3)(C).

2. The Eastern District of Washington has jurisdiction over the enforcement of this Agreement.

3. The provisions of this Agreement shall be binding on each of the Parties’ officers, employees, agents, successors, and assigns and all other persons in active concert or participation with them.

4. The provisions of this Agreement are effective immediately upon the date of entry of the last signature executed on this Agreement.

B. Alterations at the Subject Properties

5. *Alterations to be Performed:* The Rudeen Defendants will perform or cause to be performed at their expense all alterations to the public and common use areas and individual dwelling units of the Subject Properties, as set forth in Appendices 1-5 of this Agreement.

6. *Timetable for Performance of Alterations at the Subject Properties*

a. Public and Common Use Areas and Exterior Accessible Routes:

The Rudeen Defendants agree to commence and complete the alterations to the public and common use areas and exterior accessible routes of the Subject Properties as set forth in Appendices 1-5 to this Agreement as soon as reasonably possible but not more than eighteen (18) months from the end of the month in which this Agreement is effective.

b. *Covered Dwellings:* Except in covered units where residents request expedited alterations as provided in Paragraph 7 of this Agreement, the Rudeen Defendants agree to commence and complete the alterations to the covered units at the Subject Properties as set forth in Appendices 1-5 to this Agreement at the first time the unit becomes vacant following the effective date of this Agreement (and before the unit is re-occupied by a new resident), or thirty-six (36) months from the end of the month in which this Agreement is effective, whichever is earlier. Any obligation to perform an “as requested” alteration as set forth in Paragraph 7 and Appendices 1-5 is subject to the sixty (60) day deadline described in Paragraph 7 and is not subject to this 36-month deadline. The 36-month deadline is subject to the provisions of Paragraph 9 regarding the sale or transfer of an ownership interest in any of the Subject Properties.

7. *Notice to Residents of Availability of Alterations:* The Rudeen Defendants will send a notice directed to the residents of each covered dwelling unit at the Subject Properties informing the residents of the availability of alterations for that unit type as set forth in Appendices 1-5 of this Agreement, including notice that the alterations will be made without cost to the residents. Upon receipt of a request for alteration pursuant to this notice, the Rudeen Defendants will complete the requested alteration(s) as soon as reasonably possible but not later than sixty (60) days after receipt of the request.

8. *Inspection of Alterations Performed*

a. *Public and Common Use Areas and Exterior Accessible Routes:*

i. The Rudeen Defendants agree to inform the Inspector¹ in writing of the completion of the alterations to the public and common use areas and exterior

¹ If the Inspector (defined as any representative of the ACCESSpartnership, lp) designated in this Agreement cannot serve for any reason, the Parties agree to select a mutually agreeable replacement, or, if an agreement cannot be reached, petition the Court for a qualified replacement inspector.

accessible routes at the Subject Properties within thirty (30) days of that completion. The Inspector shall then conduct an on-site inspection of these alterations at the Subject Properties to determine if the alterations have been performed according to the terms of this Agreement.

ii. The Inspector shall note the results of each inspection including deficits, if any, in a written report and shall send that report to counsel for the Rudeen Defendants. If the inspection indicates that any of the required alterations have not been made as specified, the Rudeen Defendants agree to correct any deficiency within sixty (60) days of receipt of the Inspector's report. This process shall continue until the Inspector certifies that all of the noted deficits have been corrected. The Inspector shall provide such certification of full completion of the alterations to counsel for all Parties.

b. Covered Units:

i. At a mutually agreeable time at least twelve (12) months but not more than twenty-four (24) months from the effective date of this Agreement, the Rudeen Defendants will request the Inspector conduct an inspection of alterations to covered units at the Subject Properties as set forth in Appendices 1-5 to this Agreement. The inspection shall be of a sample to be determined by the Inspector of the completed covered unit alterations at the Subject Properties to determine if the alterations have been performed according to the terms this Agreement. It is contemplated by the Parties to this Agreement that this inspection may take place contemporaneously with the scheduled inspection of the public and common use and exterior accessible routes at the Subject Properties, as described in Paragraph 8.a. above. It is further understood by the Parties that the sample inspection of covered unit alterations shall not require inspection of every individual dwelling unit so altered, and may in fact take place before all such alterations required by Appendices 1-5 are completed.

ii. The Inspector shall note the results of each covered unit inspection, including deficits, if any, in a written report and shall send that report to counsel for the Rudeen Defendants. If the inspection indicates that any of the required alterations have not be made as specified, the Rudeen Defendants agree to correct any deficiency within sixty (60) days of receipt of the Inspector's report. This process shall continue until the Inspector certifies that all of the noted deficits have been corrected. The Inspector shall provide such certification of full completion of the alterations from the sample inspection to counsel for all Parties. Within sixty (60) days of the expiration of the thirty-six (36) month limit for completion of alterations to the covered units, the Inspector shall certify to counsel for all Parties that the alterations required to all covered units at each Subject Property have been completed, based on the sample inspection and any additional inspection necessary.

c. *Payment to Inspector:* The Rudeen Defendants agree to pay all of the Inspector's costs associated with the inspections of the Subject Properties. Such payments shall be made without regard to the Inspector's findings.

d. *Plaintiffs' Inspection:* Plaintiffs shall have up to thirty (30) days from receipt of each of the Inspector's final certification of full compliance with alterations to inspect the alterations made at the Subject Properties. Any objection must specify the precise area in which the Plaintiffs contend the work failed to comply with the required alteration. Any disputes between the Parties as to the Inspector's findings shall be subject to informal resolution or private mediation among the Parties. Any objection to the Inspector's Certification must be made in writing and provided within forty-five (45) days of receipt of the Inspector's Certification or such challenge shall be deemed irrevocably waived.

e. *Effect of Inspector's Final Certification:* The Inspector's certification, if not timely objected to by Plaintiffs, shall be deemed final and binding on the

Parties as to each Subject Property, and shall fully discharge the Rudeen Defendants from any further obligation under this Agreement, conditioned on the Rudeen Defendants' obligation to carry out any "on request" alterations not yet performed.

9. *Sale or Transfer of an Ownership Interest in Subject Property:* The sale or transfer, in whole or in part, of an ownership interest in any of the Subject Properties by any Rudeen Defendant after the entry of this Agreement shall not affect the Rudeen Defendants' obligation to complete the alterations at that Subject Properties as provided under this Agreement. Should any Rudeen Defendant decide to sell or transfer all or part of its ownership interest in any Subject Property prior to the completion of the alterations of that Subject Property provided for under this Agreement, the transferring Rudeen Defendant will provide written notice to each buyer or transferee that the alteration set forth in the applicable Appendix to this Agreement are required to be completed. The transferring Rudeen Defendant shall either certify completion of the alterations prior to the sale or transfer of the property (by a final Inspector's certification) or obtain written consent of the buyer(s)-transferee(s) to perform or have these alterations performed within the time frame allotted by this Agreement. Not later than fourteen (14) business days after such sale or transfer, the Rudeen Defendants agree to notify Plaintiffs in writing of actions that any of them has taken in accord with this provision.

C. Other Obligations

10. *Future Construction:* The Rudeen Defendants have agreed that two multifamily projects currently in development and/or construction shall be reviewed or inspected for compliance with the FHAA's design and construction requirements as follows:

a. *Pioneer Meadows Apartments*: Defendant Rudeen Development, LLC has a multifamily project current in development known as Pioneer Meadows Apartments in Moses Lake, Washington (“Pioneer Meadows”). Defendant Rudeen Development, LLC will have a plan review (after the plans have been finalized and before construction commences) and construction review for accessibility compliance conducted with regard to Pioneer Meadows at appropriate points in development and construction. These reviews shall be conducted by the Inspector² and Rudeen Development, LLC shall be responsible for all costs associated with these reviews. The results of the plan review shall be provided to Plaintiffs prior to commencement of construction of any dwelling units at this property. Plaintiffs shall have thirty (30) days from receipt to raise any concerns with regard to the plan review. Plaintiffs, through notice to their counsel, shall be given the opportunity to attend the construction review or receive the Inspector’s report of the construction review, at Plaintiffs’ election. Plaintiffs shall have thirty (30) days from attendance at the construction review or receipt of the construction review report, as applicable, to raise any concerns with regard to the construction review. Any disputes between the Parties as to the Inspector’s findings in plan review or construction review for Pioneer Meadows shall be subject to informal resolution or private mediation among the Parties.

b. *Blue Point Apartments*: Defendant Rudeen Development, LLC currently has under construction a multifamily residential community known as Blue Point Apartments, located at 15001 N Wandermere Road, Spokane, Washington (“Blue Point”). Defendant Rudeen Development, LLC will have an accessibility review conducted during construction with regard to its Blue Point project. This review shall

² If the Inspector (defined as any representative of the ACCESSpartnership, lp) designated in this Agreement cannot serve for any reason, the Parties agree to select a mutually agreeable replacement, or, if an agreement cannot be reached, petition the Court for a qualified replacement inspector.

be conducted by the Inspector³ and Rudeen Development, LLC shall be responsible for all costs associated with this review. Plaintiffs, through notice to their counsel, shall be given the opportunity to attend the construction review or receive the Inspector's report of the construction review, at Plaintiffs' election. Plaintiffs shall have thirty (30) days from attendance at the construction review or receipt of the construction review report, as applicable, to raise any concerns with regard to the construction review. Any disputes between the Parties as to the Inspector's findings in plan review or construction review for Blue Point shall be subject to informal resolution or private mediation among the Parties.

11. *Education:* The Rudeen Defendants agree that within two years of the effective date of this Agreement, they will organize and fund two public seminars regarding Fair Housing Act design and construction accessibility. The seminars shall be conducted by an agreed-upon third party provider. Plaintiffs may make a presentation of up to twenty (20) minutes in length at each seminar, as desired. Both seminars will be held in the greater Spokane, Washington / Coeur d'Alene, Idaho areas.

12. *Payment:* In order to resolve the Plaintiffs' disputed claims, the Rudeen Defendants agree to, no later than fifteen (15) days from the effective date of this Agreement, make a payment to Plaintiffs in the amount of Two Hundred Twenty-five Thousand dollars (\$225,000), inclusive of all alleged damages, costs, and attorneys' fees. Payment is to be made by check payable to Relman, Dane & Colfax PLLC, 1225 19th St. NW, Suite 600, Washington, DC 20036 and delivered to Plaintiffs' counsel. Plaintiffs and their attorneys agree to provide the Rudeen Defendants'

³ If the Inspector (defined as any representative of the ACCESSpartnership, lp) designated in this Agreement cannot serve for any reason, the Parties agree to select a mutually agreeable replacement, or, if an agreement cannot be reached, petition the Court for a qualified replacement inspector.

counsel with executed IRS W-9 Forms within fifteen (15) days of the effective date of this Agreement.

13. *Dismissal of Complaint*

a. Federal Court Complaint: Within five (5) days of receipt of the Payment described above in Paragraph 12, Plaintiffs agree to dismiss the Complaint with prejudice. The Court shall retain jurisdiction over this matter for disputes or claims regarding compliance with or breach of this Agreement.

b. Administrative Complaint: Within five (5) days of receipt of the Payment described above in Paragraph 12, Plaintiffs agree to notify the United States Department of Housing and Urban Development of their withdrawal of any pending complaint regarding accessibility issues at any of the Subject Properties. Plaintiffs further agree not to participate, assist, encourage, or otherwise support any continued investigation of the withdrawn administrative complaints by HUD or any other governmental agency.

14. *General Release of All Claims:* As of the effective date of this Agreement, Plaintiffs as well as any and all of their past, present and future parent entities, subsidiaries, affiliates, divisions, predecessors, successors, assigns, partners, officers, directors, members of the Board of Directors (past and present), administrators, executors, trustees, personal representatives, beneficiaries, trustees, managers, stockholders, employees, insurers, agents, representatives, and attorneys, and all persons acting by, through, under, or in concert with them, or any of them (the “Releasing Parties”); do each hereby voluntarily, irrevocably, and unconditionally release, waive and discharge the Rudeen Defendants, as well as any and all of their past, present and future parent entities, subsidiaries, affiliates, divisions, predecessors, successors, assigns, partners, officers, directors, members of the Board of Directors (past and present), members, administrators, executors, trustees, personal

representatives, beneficiaries, trustees, managers, stockholders, employees, insurers, agents, representatives, and attorneys, and all persons acting by, through, under or in concert with them, or any of them (collectively, the “Released Parties”), from any and all actions, causes of action, suits claims, debts, obligations, demands, liabilities, rights damages, losses, costs, and expenses (including, but not limited to, attorneys’ fees and costs actually incurred), known or unknown, suspected or unsuspected, fixed or contingent, legal or equitable, arising out of, directly or indirectly connected with the design and/or construction of the Subject Properties and the two properties identified in Paragraph 10 above (including, without limitation, claims for violation of 42 U.S.C. §3604(f)(3)(C), the Americans with Disabilities Act, or their state or local equivalents), with the exception of any action claiming breach of or to enforce the terms of this Agreement. All matters released in this Paragraph are defined collectively as “Settled Claims and Disputes.” This is intended to be a general release of all claims, so, to the extent the Releasing Parties still possess any viable claims or causes of action against the Released Parties, to the maximum extent allowed by law, the Releasing Parties hereby assign to the Released Parties all such claims, with the exception of any action claiming breach of or to enforce the terms of this Agreement.

Plaintiffs hereby covenant and represent that, except for the matters dismissed and/or withdrawn pursuant to Paragraph 13 above, they have not brought and will not bring any legal or administrative action for damages against the Rudeen Defendants or Released Parties in connection with the matters being released by this Agreement, including the design and construction of the properties described in Paragraph 10 above. Plaintiffs hereby represent and warrant that they have the full authority of the Releasing Parties to make the releases in this Agreement and irrevocably agree to the other terms and conditions of this Agreement.

15. *No Disparagement:* This Agreement is not confidential. However, the Parties agree that neither they nor their attorneys, representatives, agents, or employees shall publicly disparage, libel, slander, or defame each other. The Parties further agree that any statements or press releases regarding this matter shall include the fact that no determination on the merits of Plaintiffs' claims has been made, that the Rudeen Defendants specifically deny liability, and that the Parties worked together effectively to bring about an efficient resolution of this dispute.

D. Miscellaneous Provisions

16. *No Admission:* The Parties hereto understand and agree that this Agreement is entered into by the Parties solely for the purpose of compromising and settling the matters in dispute. The Parties hereto further understand and agree that this Agreement and the performance hereof does not constitute, nor shall it be construed as or represented to any person as, an admission of liability or responsibility with respect to the allegations asserted in the Complaint.

17. *Binding Effect:* This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and assigns.

18. *Costs and Expenses:* Except as specifically provide for herein, each of the Parties to this Agreement shall bear its own costs arising out of and/or relating to the Complaint.

19. *Deadlines:* All deadlines and dates for performance by the Parties under this Agreement may be extended or modified by written agreement between the Parties to the particular deadline or date for performance.

20. *Severability:* Each provision and term of this Agreement shall be interpreted in such a manner as to be valid and enforceable. In the event any provision or term of this Agreement is determined to be, or is rendered, invalid or

unenforceable, all other provisions or terms of this Agreement shall remain unaffected to the extent permitted by law.

21. *Dispute Resolution:* The Parties shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to the Court for resolution.

22. *Representation by Counsel; Construction:* The Parties acknowledge that they have been represented by independent counsel of their own choice throughout all discussions that preceded the execution of this Agreement and that they have participated in the drafting and preparation of this Agreement. This Agreement has been negotiated at arm's-length between parties represented by legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted any particular provision is not applicable and is hereby waived.

23. *Notice to the Parties:* All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses or e-mail addresses set forth below. If sent by overnight delivery, notice shall be deemed delivered one (1) business day after deposit with the nationally recognized overnight courier. Personal delivery shall be deemed delivered upon the date the same was actually delivered. E-mail notices shall be deemed delivered the day the same was sent, provided that the sender has retained a copy and the same was properly sent.

a. Notices to the Plaintiffs shall be sent to Zoe Ann Olson, Intermountain Fair Housing Council, 5460 W. Franklin Road, Suite M, Boise, ID 83705, with e-mail to zolson@ifhcidaho.org; Marley J. Hochendoner, 35 W. Main Ave., Spokane, WA 99201, with e-mail to marley@nwfairhouse.org; Morgan Williams, 1101 Vermont Ave., NW, Suite 710, Washington, DC 20005, with e-mail to mwilliams@nationalfairhousing.org; with copy to counsel for Plaintiffs, Stephen M. Dane,

Esq., Relman, Dane & Colfax, PLLC, 1225 19th St. NW, Suite 600, Washington, DC 20036, with e-mail to sdane@relmanlaw.com.

b. Notices to the Rudeen Defendants shall be sent to counsel for the Rudeen Defendants, Theresa L. Kitay, Attorney at Law, 578 Washington Boulevard, Suite 836, Marina del Rey, CA 90292, with e-mail to tkitay@kitaylaw.net, and Kirk Kappen, Rudeen Development, LLC, 695 N. Legacy Ridge Drive #301, Liberty Lake, WA 99019, with e-mail to kkappen@rudeendev.com.

24. *Entire Agreement:* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations and discussions of or between the Parties, whether oral or written, and there are no representations or other agreements between the Parties respecting the subject matter hereof.

25. *No Transfer or Assignment of Claims:* Plaintiffs expressly warrant and represent that they have not transferred or assigned to any other person, firm, or corporation or other legal entity any claims, rights, or causes of action which they might have against the Rudeen Defendants or Released Parties.

26. *Execution in Counterparts:* The Parties hereby agree that this Agreement may be executed in one or more counterparts, and that electronic or facsimile signatures may be deemed to be an original signature for all purposes. Each counterpart shall be deemed to be an original, equally admissible in evidence, but all of which shall constitute one and the same instrument.

27. *Certificate of Default:* Any party shall be able to obtain from any other party, upon written request, a certificate stating the receiving party is not aware of the requesting party's default regarding any of the terms of this Agreement. Within ten (10) business days of receipt of the request, such written certification shall be provided, or, if the receiving party is aware of a default, it shall provide written

notification of such alleged default, within the same time frame, identifying the basis for its contention of default. Any lender, purchaser or other third party may rely on the accuracy of the certificate. If the certificate is not provided within this time frame, any lender, purchaser or other third party may rely on the failure to provide such certification as conclusive evidence that the receiving party is not presently aware of a default by the requesting party.

[SIGNATURES BELOW]

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NATIONAL FAIR HOUSING ALLIANCE, INC.:

By: Sharon J. Smith

Its: President/CEO

Date: Nov 10, 2015

INTERMOUNTAIN FAIR HOUSING COUNCIL:

By: Zoe O'Connell

Its: Executive Director

Date: 11/09/15

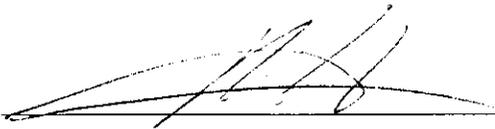
NORTHWEST FAIR HOUSING ALLIANCE:

By: Maly J Hochradt

Its: Executive Director

Date: 11/10/15

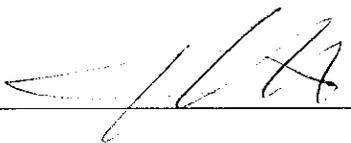
RUDEEN DEVELOPMENT, LLC:

By:  _____

Its: Manager _____

Date: 11/10/15

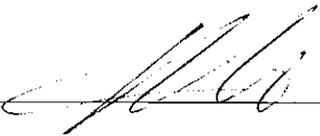
RIVERVIEW VENTURE, LLC:

By:  _____

Its: Manager _____

Date: 11/10/15

BENTLEY APARTMENTS, LLC:

By: 

Its: Manager

Date: 11/10/15

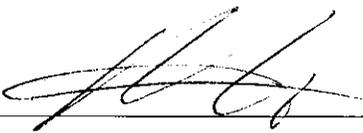
MIRABOLANTE APARTMENTS, LLC:

By: 

Its: Manager

Date: 11/10/15

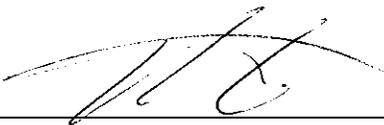
THE VILLAS AT RIVER VIEW, LLC

By: 

Its: Manager

Date: 11/10/15

MOUNTAIN VIEW VILLAGE, LLC:

By: 

Its: Manager

Date: 11/10/15

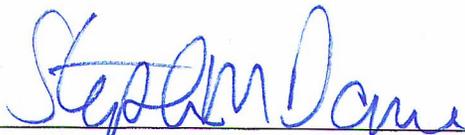
RUDEEN MANAGEMENT CO., INC.:

By:  _____

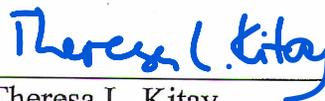
Its: President _____

Date: 11/10/15 _____

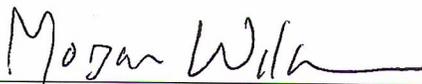
APPROVED AS TO FORM:



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Spokane, WA 99201

ATTORNEYS FOR DEFENDANTS

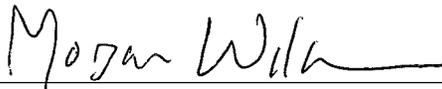
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ATTORNEYS FOR PLAINTIFFS

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ATTORNEYS FOR PLAINTIFFS

APPENDIX 1 - RIVER VIEW APARTMENTS

Fix to comply with HUD *Fair Housing Act Design Manual* (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.

LEASING OFFICE / CLUBHOUSE

Clubhouse		
1.	At office entry, there is a 3/4" vertical change in level exceeding the 1/2" maximum with a 1:2 bevel and 1/4" vertical maximum.	
2.	In the exercise room, the hooks in the closet are located at 67", exceeding the 48" maximum for a forward approach (a parallel approach is not provided with the doors in the open position).	
3.	The TV's extend out greater than 4" at 80" a.f.f. and are protruding objects.	
4.	The money slot at the vending machine is located at 58" a.f.f., exceeding the 48" maximum for an unobstructed parallel approach.	4. Contact vendor to provide accessible replacement machine.
5.	In the Men's and Women's Restrooms, the following items were noted: <ul style="list-style-type: none"> a. NO MODIFICATION REQUIRED. b. Outlet above the sink at 47", exceeding the 46" maximum for an obstructed reach c. The hook on the back of the door at 67", exceeding the 48" maximum d. Door hardware requires tight grasping and twisting of the wrist to operate 	5. b. Lower to 46" upon request of any resident.
6.	NO MODIFICATION REQUIRED.	
7.	In the hall, the high drinking fountain extends more than 4" above 27" and is a protruding object.	
8.	There is no accessible seating location with a 34" high surface and 17" deep knee clearance at the table seating provided in the Meeting Room.	8. Provide additional accessible table seating in the same area.
9.	The outlets in the kitchen are located at 47" a.f.f., exceeding the 46" maximum for an obstructed reach.	9. Lower to 46" upon request of any resident.
10.	The microwave and vent hood controls are located at 62" a.f.f. exceeding the 48" maximum height for an obstructed approach.	10. Option to provide second counter level microwave rather than lowering existing one.
11.	The sliding door to the patio the threshold has a 1" overall change in level with a 3/4" vertical change in level, exceeding the 3/4" maximum with a 1:2 bevel and 1/4" vertical change in level.	11. If no practicable fix, permanently lock door to prevent use as accessible route.

SITE

	ACCESSIBLE VEHICULAR ROUTE FROM PUBLIC RIGHT OF WAY PROVIDED IN LIEU OF ACCESSIBLE PEDESTRIAN ROUTE BECAUSE OF EXCESSIVE SLOPE.	
12.	NO MODIFICATION REQUIRED.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
13.	On the main entry to the site, wheel stops not provided or installed at the parking spaces. Wheel stops should be installed 60" from the front of the wheel stop to the edge of the landscaping to provide for a 36" accessible route, and a 24" vehicle overhang. There is no defined dimension of the overhang of a vehicle since there are many different types of vehicles and vehicles could pull in forward or back in. It is our opinion that in general, the 24" overhang is what is calculated by many municipalities in their parking codes, requiring a 60" minimum.	13. Wheelstops to be provided along pedestrian accessible route.
14.	On the main entry to the site, vegetation blocks the accessible route and is a protruding object.	
15.	NO MODIFICATION REQUIRED.	
16.	At the west end of building D, there is a running slope of up to 6.9% on the accessible route, exceeding the 1:20 or 5% maximum.	
17.	At the west breezeway of Building D, there is a 6.9% slope at the pet waste station, exceeding the 1:50 or 2% maximum.	
18.	NO MODIFICATION REQUIRED.	
19.	At carport #66, the column for the carport protrudes into the accessible parking space.	19.-20. Provide at least one accessible carport with cover over both access aisle and parking space. Any existing accessible carport parking spaces will not be eliminated. See #21 below.
20.	At the accessible parking spaces provided at the carports, the covered portion includes only the parking space and not the access aisle.	
21.	At carport #65, the wheel stop is installed at the access aisle reducing the accessible route to 19", less than the required 32" for a distance of 24".	21. Relocate wheelstop to provide accessible carport with covered access aisle.
22.	At Building F, there is a cross slope of up to 3.6% at the bike rack, exceeding the 1:50 or 2% maximum.	
23.	At Building F, there is a slope of up to 3.6% at the access aisle, exceeding the 1:50 or 2% maximum.	
24.	At the west end of Building G, there is a cross slope of up to 3.8% for approximately 15' at the accessible route to the dumpster, exceeding the 1:50 or 2% maximum.	
25.	At Building G, there is 12'-7" between the curb and the column, less than the required 13' for an accessible parking space.	
26.	At the west end of Building G, the pet waste station is located 55" a.f.f. at a reach of 17", exceeding the 46" maximum for an obstructed reach.	
27.	On the west side of Building G near the garages, there is a running slope of up to 7.5% on the accessible route, exceeding the 1:20 or 5% maximum.	
28.	Wheel stop is currently installed at 57". Wheel stops should be installed a minimum of 60" from the landscaping to the front of the wheel stop. See #13 above for more information on dimensioning.	
29.	No van accessible parking provided at the Leasing Office.	29. Provide one van accessible parking space to serve the leasing office.
30.	At the Leasing Office patio, several wall sconces extend out 5-7" from the wall at 66-74 3/4" a.f.f. to the bottom edge and are protruding objects.	
31.	At the Leasing Office patio, there is no accessible seating location with a 34" countertop and 19" deep knee clearance at the seating provided at the patio.	31. Provide additional accessible table seating in the same area.

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	32. At the mail center, the top two mailbox rows, and the top two parcels, are too high at 63" to the top lock, exceeding the 54" a.f.f. maximum for a parallel approach (unable to determine blank mailboxes).	32. Relocate mailboxes for covered units to within 54" AFF. No modification to parcel boxes required.
	33. There is a parking space provided adjacent to the mailboxes, and we noted as usage pattern of residents pulling in with their vehicles to retrieve mail. There is no accessible parking provided at this location.	33. Designate existing parking space for USPS use only.
	34. On the west side of the Leasing Office, the concrete in disrepair along the accessible route to the dumpster creating gaps exceeding 1/2" and changes in level exceeding 1/4" vertical.	
	35. There is a cross slope of up to 3.6% on the accessible route to the dumpster, exceeding the 1:50 or 2% maximum.	
	36. At the east end of Building C, there is a 4.8% slope at the pet waste station, exceeding the 1:50 or 2% maximum.	
	37. At Building A, there is a 4.9% slope at the pet waste station, exceeding the 1:50 or 2% maximum.	
	38. The pet waste station is located 56" a.f.f, exceeding the 54" maximum.	
	39. On the west side of Building H, there is a 1/2" change in level, exceeding the 1/2" maximum overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
	40. At Building H, there is a 4.9% slope at the pet waste station, exceeding the 1:50 or 2% maximum.	
	41. At the west end of Building H, there is a cross slope of up to 4.5% at the intersection of the two accessible routes, exceeding the 1:50 or 2% maximum.	41. No modification required unless location is part of accessible route.
	42. On the east end of Building J, there is a running slope of up to 7.4% on the accessible route, exceeding the 1:20 or 5% maximum.	42. Add ramp features.
	43. On the east end of Building J, the top landing on the accessible route is 54", less than the required 60".	
	44. At the northwest corner of Building H, there is no accessible parking provided at the dumpster.	
	45. NO MODIFICATION REQUIRED.	
	46. There is no accessible route from Building J to the dog park, pet waste station, cigarette disposal, or the picnic table.	
	47. There is no accessible seating location with forward approach knee clearance at the picnic table.	47. Provide accessible picnic seating in this location.
	48. At the west end of Building J, there is a slope up to 3.6% at the accessible route, exceeding the 1:50 or 2% maximum.	
	49. There is a cross slope of up to 4.3% at the bike rack, exceeding the 1:50 or 2% maximum.	
	50. At accessible garage #39, there is a cross slope up to 15.9%, exceeding the 1:50 or 2% maximum.	50. No modification required, but accessible garage will not be eliminated. See #54 for provision of accessible garage.
	51. At the accessible parking at Building L, there is a cross slope on the access aisle of up to 5.4% for approximately 48", exceeding 1:50 or 2% maximum.	
	52. At the pet waste station at Building Q, there is a 4.8% slope at the clear floor space, exceeding the 1:50 or 2% maximum.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
53.	There is no accessible route provided from Building S to the dumpster at the southwest corner of Building Q. The drive has a running slope of 9.3%.	53. Install accessible pedestrian route or accessible parking space at this location.
54.	At accessible garage #16, there is a slope at the maneuvering clearance to the accessible garage of up to 3.4% exceeding the 1:50 or 2% maximum.	

DWELLING UNITS

	Patio Outlets 61. In all unit types, the outlets on the patio, were less than 15" a.f.f. to the centerline of the bottom outlet, exceeding the 15" minimum a.f.f.	61. Raise to 15" AFF to centerline of bottom outlet.
	Closet Depth 62. In the following units the closets have 20-24" doors which provide less than 32" clear. This does not provide user passage. The depth of the closet exceeds the 24" maximum for a shallow closet: <u>Unit Type E</u> (35 ½" hall closet depth) <u>Unit Type E-HC</u> (28" master bath closet depth closest to the hall) <u>Unit Type F</u> (35 ½" hall closet depth)	
	Thermostat 63. The thermostat in unit L-203 is 56" a.f.f. to the highest portion of the control, exceeding the 48" a.f.f. maximum.	
	Accessible route 64. In unit A-202, the accessible route is reduced to 31", less than the 32" allowed for a distance of 24".	64. No modification required; widen to 32" upon request of resident.
	Doorways 65. The door to the master bedroom does not allow 32" clear for user passage in the following units: <u>Unit Type G</u>	
	Kitchen Sinks 66. The sink does not provide a 30" x 48" parallel approach centered on the fixture and the millwork does not appear to be removable in the following units: <u>Unit Type G</u>	
	Bathroom Lavatory Alcove 67. The alcove is not 48" wide to provide for a parallel approach to be centered on the fixture and the millwork does not appear to be removable in the following units: <u>Unit Type D</u>	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Bathroom Lavatories</p> <p>68. The lavatory is not 24" for a parallel approach to be centered on the fixture and the millwork does not appear to be removable in the following unit:</p> <p><u>Unit Type F</u> (Bath 2)</p> <p>69. The millwork is removable, but does not provide 30" clear at the knee space, in the following units:</p> <p><u>Unit Type E</u></p>	
	<p>Water Closet Location</p> <p>70. In the following units, the water closet was not 18" from the sidewall or tub. This is not specific to a particular unit type, so all "ground floor" units should be reviewed (level 2).</p> <p>C-202 (15 ¼") C-204 (17 ¼") C-206 (17") J-201 (16") J-202 (16 ¾") Q-203 (16") Q-204 (15 ½") S-202 (16 ¾")</p>	<p>70. All ground floor units to be checked for toilet placement on turn. No change if at least 16" from centerline to sidewall or tub; if less than 16", use offset flange to move toilet to at least 16" from centerline to sidewall or tub. Item to be included on "as request" list and 18" to centerline from sidewall or tub on request.</p>
	<p>Clear Floor Space inside Bathroom</p> <p>71. In the following units, the door swings into the required 30" x 48" clear floor space inside the Bathroom:</p> <p><u>Unit Type C</u> <u>Unit Type F</u></p>	

APPENDIX 2 - VILLAS AT RIVER VIEW APARTMENTS

Fix to comply with HUD *Fair Housing Act Design Manual* (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.

Note: The Villas share leasing office / clubhouse with River View Apartments.

SITE

	ACCESSIBLE VEHICULAR ROUTE FROM PUBLIC RIGHT OF WAY PROVIDED IN LIEU OF ACCESSIBLE PEDESTRIAN ROUTE BECAUSE OF EXCESSIVE SLOPE.	
	55. At the northeast corner of Building A, there is a slope up to 7% at the bike rack, exceeding the 1:50 or 2% maximum.	
	56. NO MODIFICATION REQUIRED.	
	57. On the west side of Building B, there is no edge protection provided at ramp (since there is less than 6" overall change in level, handrails are not required).	57. Fill in mulch to provide edge protection.
	58. Throughout the site, there is a sidewalk system provided as a part of the pedestrian route. There are tandem parking spaces in front of the garages. There is less than the standard 20 foot of space required for a parking space depth. Therefore, these spaces block the accessible route.	58. Accessible pedestrian route that does not require eliminating tandem parking will be provided.
	59. On the east end of Building D, the lead walk has a slope of 8.4%, which is considered a ramp. Handrails and edge protection must be provided.	59. Install ramp features.
	60. On the east end of Building F, the lead walk has a slope of 7%, which is considered a ramp. Handrails and edge protection must be provided.	

APPENDIX 3 - MOUNTAIN VIEW APARTMENTS

Fix to comply with HUD *Fair Housing Act Design Manual* (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.

LEASING OFFICE / CLUBHOUSE

Leasing Office

1. In the Fitness Area, the TV extends out greater than 4" at 63 ½" a.f.f. and is a protruding object.
2. The exercise equipment is blocking the clear floor space to the drinking fountain.
3. This drinking fountain also serves the Leasing Office, therefore it is subject to both the FHA and ADA. There is only an accessible drinking fountain provided. There is no standard height fountain provided as required by the ADA.
4. The thermostat and timer are available for the use of the residents and mounted at 58" a.f.f. to the highest portion of the control, exceeding the 54" a.f.f. maximum.
5. In the Restroom, the following items were noted:
 - a. There is no insulation or other protection provided at the lavatory supply and waste piping.
 - b. The door hardware locking mechanism requires tight grasping and twisting of the wrist to operate
 - c. The thermostat is available for the use of the residents at mounted at 58" a.f.f. exceeding the 54" maximum
 - d. Signage does not provide tactile or braille characters, and is located at 67" a.f.f. exceeding the 60" maximum. The signage is located on the door. Since the door does not have a closer, the signage should be provided on the latch side of the door.

4. Lockbox to be added to thermostat, which is not for resident use.
- 5.c. Lockbox to be added to the thermostat, which is not for resident use. Other issues to be addressed.

SITE

6. Typical at all of the ground floor breezeways, cane detection beneath the stairs is too high at 36¼" a.f.f., exceeding the 27" a.f.f. maximum.
7. Typical at all of the ground floor breezeways, the fire extinguisher cabinets extend out 5 ¾" from the wall at 41 ½" a.f.f. to the bottom edge and is a protruding object.
8. Typical at all of the ground floor breezeways, there is a slope of up to 4-6% at the maneuvering clearance, exceeding the 1:50 or 2% maximum.
9. Typical at all of the ground floor breezeways, there is a running slope of up to 7.5% at the breezeway and lead walk, exceeding the 1:20 or 5% maximum. The lead walks could be considered ramps, but no ramp features are present (handrails, 60" level landings at both the top and bottom).
10. NO MODIFICATION REQUIRED - Not used.
11. At entrance to the site from the sidewalk, there is a 1" overall change in level at the connection between the asphalt drive lane and the concrete sidewalk, exceeding the ½" maximum overall with a 1:2 bevel and ¼" maximum vertical change in level.

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	12. Portions of sidewalk not installed. At the entrance to the site leading to the mailboxes, there is a cross slope of up to 10.7% at the accessible route through the drive lane, exceeding the 1:50 or 2% maximum.	
	13. At the mailboxes, the slope at the clear floor space for the mailboxes is up to 10.6%, exceeding the 1:50 or 2% maximum. 14. The top row of mailboxes are too high at 55" to the top lock, exceeding the 54" a.f.f. maximum for a parallel approach.	14. No modification required if no ground floor units have boxes in top row, otherwise assign ground floor unit boxes in top row to no higher than 54" AFF.
	15. There is a parking space provided adjacent to the mailboxes, and we noted as usage pattern of residents pulling in with their vehicles to retrieve mail. There is no accessible parking provided at this location.	15. Accessible pedestrian route provided to mailboxes; adjacent parking space to be designated for USPS use only.
	16. The accessible route follows around the parking space and into the traffic lane. The drive lane has a cross slope of up to 7%, exceeding the 1:50 or 2% maximum.	
	17. At the lead walk to Building A, there is a 1" v, exceeding the 1/2" maximum overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
	18. At the lead walk to Building A, there is a 1" gap, 1" deep, creating a change in level and gap exceeding the 1/2" maximum.	
	19. The accessible route from the north side of Building A to the Leasing Office follows the drive lane to a route provided at the front of the parking. At this location, there is a cross slope of up to 5.6%, exceeding the 1:50 or 2% maximum. (note: there is compliant cross slope that is located out at least 36" from the face of the curb, but this puts the accessible route in the middle of the traffic lane)	
	20. The accessible route from Building A to the Leasing Office travels in front of the parking spaces. At one section of this route, there is a section of the walk where the asphalt in disrepair creating a running slope of up to 16.8%, exceeding the 1:20 or 5% maximum.	
	21. The accessible route from Building A to the Leasing Office is not connected at the end near the Leasing Office. The route is obstructed by parking space.	
	22. The accessible route follows the adjacent curb on the southwest corner of Building J. At this location, there is a cross slope of up to 4%, exceeding the 1:50 or 2% maximum. (note: there is compliant cross slope that is located out at least 36" from the face of the curb, but this puts the accessible route in the middle of the traffic lane)	
	23. At the south breezeway of Building J, there is a 1/2" change in level at the connection between the asphalt drive lane and the concrete lead walk, exceeding the 1/2" maximum overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
	24. On the north end of Building J, the sidewalk does not continue behind the garage as shown on the drawing, therefore the accessible route follows in front of the garage. At this location, there is a cross slope of up to 5.9%, exceeding the 1:50 or 2% maximum. (note: there is compliant cross slope that is located out at least 60" from the face of the garage, but this puts the accessible route in the middle of the traffic lane)	24. Accessible pedestrian route to be provided behind garages as originally planned.

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	25. On the accessible route at Building H, there is a cross slope of up to 4.7%, for a distance of approximately 10', exceeding the 1:50 or 2% maximum.	
	26. At the east lead walk to Building H, there is a ¾" change in level at the connection between the asphalt drive lane and the concrete lead walk, exceeding the ½" maximum overall with a 1:2 bevel and ¼" maximum vertical change in level.	
	27. At the dumpster on the northeast corner of Building G, there is a slope up to 4.4% at the clear floor space, exceeding the 1:50 or 2% maximum. Concrete is in disrepair.	
	28. At the northeast corner of Building G, there is a cross slope of up to 3.8% at the accessible route, for a distance of approximately 10', exceeding the 1:50 or 2% maximum.	
	29. At Building G, the accessible route is reduced to 31 ½" for a distance of approximately 12', less than the 36" minimum.	29. Install additional width of accessible route for bypass.
	30. There is no accessible route through the existing parking spaces to Building H. The walk shown on the drawings was not installed around the garage on the north and around the garage on the south.	
	31. Near the west lead walk of Building G, there is a cross slope of up to 3.7% at the accessible route, for a distance of approximately 40', exceeding the 1:50 or 2% maximum.	
	32. At the accessible parking between Buildings G and F, there is a slope of up to 4.6% at the access aisle, exceeding the 1:50 or 2% maximum. 33. There is no vertical signage provided at the accessible parking spaces.	
	34. Near the west lead walk of Building F, there is a ¾" change in level at the connection between the asphalt drive lane and the concrete lead walk, exceeding the ½" maximum overall with a 1:2 bevel and ¼" maximum vertical change in level.	
	35. Near the west lead walk of Building F, there is a cross slope of up to 3.8% at the accessible route, for a distance of approximately 20', exceeding the 1:50 or 2% maximum.	
	36. At accessible garage #17, there is a slope of up to 5.7% at the maneuvering clearance. 37. At the threshold there is a 1½" overall change in level, exceeding the ½" maximum threshold with a 1:2 bevel and ¼" vertical change in level.	
	38. At the accessible parking spaces at Building E, there is a slope of up to 3.5% at the access aisle, exceeding the 1:50 or 2% maximum. 39. There is no vertical signage provided at the accessible parking spaces.	
	40. At the accessible route between the breezeways in building E, there is a cross slope of up to 3.7%, exceeding the 1:50 or 2% maximum.	
	41. At the southeast corner of Building D, there is a running slope of up to 9.5% at the accessible route, exceeding the 1:20 or 5% maximum.	
	42. At the accessible route for the entire length of the route in front of buildings C and D, there is a cross slope of up to 8.3%, exceeding the 1:50 or 2% maximum.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
43.	No accessible route provided from Buildings C or D to the accessible parking provided across the drive lane between the garages.	43. Accessible pedestrian route to be provided.
44.	NO MODIFICATION REQUIRED.	
45.	There is no vertical signage provided at the accessible parking spaces.	
46.	At the accessible route between the Leasing Office and Building C, there is a running slope of up to 7%, exceeding the 1:20 or 5% maximum.	
47.	At the accessible route between the Leasing Office and Building C, there is a running slope of up to 6.7%, exceeding the 1:20 or 5% maximum.	
48.	There is no accessible parking provided at the Leasing Office.	
49.	There is a slope at the maneuvering clearance to the Leasing Office of up to 6.5% exceeding the 1:50 or 2% maximum.	
50.	At the threshold there is a 1½" overall change in level, exceeding the ½" maximum threshold with a 1:2 bevel and ¼" vertical change in level.	
51.	Near the breezeway to Building B, there is a cross slope of up to 3.4% at the accessible route, exceeding the 1:50 or 2% maximum.	
52.	At the breezeway to Building B, there is a ½" change in level at the connection between the asphalt drive lane and the concrete lead walk, exceeding the ½" maximum overall with a 1:2 bevel and ¼" maximum vertical change in level.	
53.	At the accessible parking provided at Building B, there is a slope of up to 3.5% at the access aisle, exceeding the 1:50 or 2% maximum.	
54.	There is no vertical signage provided at the accessible parking spaces.	
DWELLING UNITS		
	<p>Entry Threshold</p> <p>55. At the following units, there is a vertical change in level ranging from ½" to ¾" exceeding the ½" maximum with a 1:2 bevel and ¼" vertical change in level:</p> <p>C-107</p> <p>D-112</p> <p>J-131</p> <p>J-132</p>	
	<p>Patio Doors</p> <p>56. Typically in the ground floor units reviewed, the threshold at the sliding patio doors is 1 ¼" exceeding the ¾" maximum threshold with a 1:2 bevel and ¼" vertical change in level.</p>	56. Fix will be wedge under floor covering to slope change of level at threshold.
	<p>Closet Depth</p> <p>57. In the One-bedroom Units, the closet doors provide 28" clear width. This does not provide user passage. The depth of the closet is 41 ½", which exceeds the 24" maximum for a shallow closet.</p>	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Thermostat</p> <p>58. The thermostats are 58" a.f.f. to the highest portion of the control, exceeding the 48" a.f.f. maximum, in the following units:</p> <p><u>One-bedroom Units</u></p> <p><u>Two-bedroom Units</u> (it was compliant at H-128 only)</p>	
	<p>Kitchen Outlets</p> <p>59. Typically in the ground floor units reviewed, the outlets above the kitchen counter were 47" a.f.f. to the centerline of the top outlet, exceeding the 46" a.f.f. maximum obstructed reach.</p>	<p>59. All ground floor units to be checked for outlet height on turn. No change if 47" AFF or below. If greater than 47", lower to 46" on turn. Item to be included on "as requested" list.</p>
	<p>Kitchen Clearance</p> <p>60. In the following units, there is less than 40" between the face of the refrigerator/range to the countertop opposite, which is required for a galley kitchen:</p> <p><u>Two-bedroom Units</u></p> <p>39" between refrigerator and countertop</p> <p>33"-34" between range and countertop</p>	
	<p>Corner Outlets</p> <p>61. At least one outlet in each area of countertop should be accessible. This requires a clear floor space adjacent to, or perpendicular from the wall at the location of the outlet, at one outlet per corner at a minimum. All outlets are placed inside the corner, and cannot be reached, in the following units:</p> <p><u>One-bedroom Unit</u></p> <p>G-124</p> <p><u>Two-bedroom Unit</u></p> <p>H-128</p>	<p>61. Add or relocate one outlet in accessible location.</p>
	<p>Bathroom Lavatories</p> <p>62. The lavatory is not 24" for a parallel approach to be centered on the fixture and the millwork does not appear to be removable in the following unit:</p> <p><u>One-bedroom Units</u></p> <p><u>Two-bedroom Units (hall bath)</u></p>	
	<p>Water Closet Location</p> <p>63. In the following units, the water closet was not 18" from the sidewall or tub. This is not specific to a particular unit type, so all ground floor units should be surveyed.</p> <p><u>One-bedroom Units</u></p> <p>A-101 (17 ¼")</p> <p><u>Two-bedroom Units</u></p> <p>C-107 (16")</p> <p>E-115 (16")</p>	<p>63. All ground floor units to be checked for toilet placement on turn. No change if at least 16" from centerline to sidewall or tub; if less than 16", use offset flange to move toilet to at least 16" from centerline to sidewall or tub. Item to be included on "as request" list and 18" to centerline from sidewall or tub on request.</p>

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Clear Floor Space inside Bathroom</p> <p>64. In the following units, the door swings into the required 30" x 48" clear floor space inside the Bathroom:</p> <p><u>One-bedroom Units</u></p> <p><u>Two-bedroom Units</u></p> <p>H-128</p>	

APPENDIX 4 - BENTLEY APARTMENTS (f/k/a Hayford Heights)

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
LEASING OFFICE / CLUBHOUSE		
	1. At the Maintenance Office, the maintenance request box is located at 59" a.f.f., exceeding the 54" a.f.f. maximum for an unobstructed parallel approach.	
	2. In the kitchen, the fire extinguisher cabinet extends out 5½" from the wall at 38" a.f.f. to the bottom edge and is a protruding object. 3. The wall décor extends out 9" from the wall at 53" a.f.f. to the bottom edge and is a protruding object.	
	4. At the sink, there is no knee clearance for a forward approach. Note: there is a range or cooktop provided in the area. 5. No insulation provided at piping.	
	6. The range provides rear controls that require a reach across the burners. 7. The vent hood control is located at 69" a.f.f. with a reach depth of 15", exceeding the 48" maximum height for an obstructed approach over an obstruction up to 10" or 46" a.f.f. maximum height for an obstructed approach over an obstruction greater than 10".	
	8. In the hall, 4 wall sconces extend out 8" from the wall at 76" a.f.f. to the bottom edge exceeding the 4" maximum projection for an object mounted greater than 27" a.f.f. and lower than 80" a.f.f.	
	9. In the Work Space, there is a 1" overall change in level at the threshold, exceeding the ½" maximum overall with a 1:2 bevel and ¼" max vertical. 10. There is no accessible seating location with a 34" countertop and 17" deep knee clearance at the seating provided at the work counter. The counter is 36 ¾" a.f.f. 11. There is no accessible seating location at the table. 12. There are inaccessible outlets below the countertop that are available for the use of the residents. An accessible outlet is required above the counter at the accessible seating, at a height of 46" for an obstructed parallel approach, or 44" for an obstructed forward approach or in an accessible adjacent location no more than 24" from the accessible portion of the countertop. 13. Coat hooks are provided at 67" a.f.f. to the top, exceeding the 48" minimum for an unobstructed approach.	10.-12. Provide accessible seating with power outlets in accessible locations.
	14. In Restroom 2, hooks are provided at 56" a.f.f. to the top, exceeding the 48" minimum for an unobstructed approach. 15. The door hardware locking mechanism requires tight grasping and twisting of the wrist to operate. 16. Since the door does not have a closer, the signage should be provided on the latch side of the door.	
	17. At the after-hour entry, there is a 1" overall change in level with a ½" vertical at the threshold exceeding the ½" overall with a 1:2 bevel and a ¼" vertical maximum. 18. The after-hour entry has 16" adjacent to the latch for a forward pull side approach, less than the required 18" minimum.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	19. The maneuvering clearance at the after-hours entry door has a slope of 3.7%, exceeding the 1:50 or 2% maximum.	
SITE		
	20. At several locations throughout the site, temporary parking signs obstruct the accessible route to less than the 32" minimum width required when the vehicular overhang is considered.	
	21. Throughout the site, the accessible route throughout the site is located between the landscaping and parking on one side of the parking lot. There is generally 50-57" clear between the edge of the landscape strip and the front edge of the wheel stop. The parked vehicles overhang the wheel stop and reduce the clear width of the accessible route. There is no defined dimension of the overhang of a vehicle since there are many different types of vehicles and vehicles could pull in forward or back in. It is our opinion that in general, a 24" overhang is what is calculated by many municipalities in their parking codes, requiring a 60" minimum clearance from the front of the wheel stop to the edge of the landscaping.	
	22. At the accessible parking spaces provided at the carports, the covered portion includes only the parking space and not the access aisle.	22. Provide at least one accessible carport with cover over both access aisle and parking space. Any existing accessible carport parking spaces will not be eliminated.
	23. At all ground floor breezeways, the cane detection beneath the stairs is too high at 36 1/2" a.f.f., exceeding the 27" a.f.f. maximum. 24. At all the ground floor breezeways, the fire extinguisher cabinets extend out 6 1/4" from the wall at 37-38" a.f.f. to the bottom edge and is a protruding object.	
	25. At the Leasing Office parking, the accessible parking space and access aisle at the Clubhouse is 15'-8" wide, less than the required 16' for a van accessible parking space. 26. At the Leasing Office, the accessible parking sign is located at 49 1/2" to the bottom, less than the 60" minimum a.f.f. or ground surface to the bottom of the sign.	
	27. On the accessible route at the west breezeway of Building H, there is a cross slope of up to 3.1%, exceeding the 1:50 or 2% maximum.	
	28. Phase 1 Mail Center: The top mail boxes are too high at 63" to the top lock, exceeding the 54" a.f.f. maximum for a parallel approach (only one blank mailbox space as noted). 29. The top parcel is located at 59" a.f.f., exceeding the 54" a.f.f. maximum.	
	30. Phase 1 Mail Center: At the mailboxes, there is a cross slope of up to 4%, exceeding the 1:50 or 2% maximum. 31. At the mailboxes, the connection of asphalt to concrete, there is a 1" change in level, exceeding the 1/2" maximum overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
	32. On the accessible route at the north breezeway of Building A, there is a cross slope of up to 3.6%, exceeding the 1:50 or 2% maximum.	
	33. The accessible route at the east end of Building H, is reduced to 30" for approximately 100', less than the 36" minimum.	
	34. On the accessible route at the south end of Building G, there is a cross slope of up to 4.9% for a distance of approximately 75', exceeding the 1:50 or 2% maximum.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
35.	On the accessible route at the southeast end of Building G, there is a cross slope of up to 3.8% for a distance of approximately 10', exceeding the 1:50 or 2% maximum.	
36.	On the accessible route at the southwest corner of Building E, there is a cross slope of up to 6.5%, exceeding the 1:50 or 2% maximum.	
37.	Phase 2 Mail Center: The top two rows of mailboxes are too high at 60½" to the top lock, exceeding the 54" a.f.f. maximum for a parallel approach (only two blank mailboxes noted).	37. Relocate mailboxes for covered units to within 54" AFF.
38.	NO MODIFICATION REQUIRED.	
39.	On the accessible route at the west end of Building V, there is a cross slope of up to 4.7% for a distance of approximately 25', exceeding the 1:50 or 2% maximum.	
40.	On the accessible route at the southwest corner of Building V, there is a ½" vertical change in level at the asphalt to concrete connection, exceeding the ½" overall with a 1:2 bevel and ¼" maximum vertical change in level.	
41.	At the southwest corner of Building V, there is no accessible route to the dumpster through the parking spaces or landscaped area.	
42.	On the accessible route between Buildings V and S, there is a cross slope of up to 5.7% for a distance of approximately 100', exceeding the 1:50 or 2% maximum.	
43.	Between Buildings V and S, the Pet Waste Station is not on an accessible route.	
44.	At Building S, the accessible parking space and access aisle is 12'-7" wide, less than the required 13' for an accessible parking space (8'-0" wide accessible space and 5'-0" access aisle).	
45.	On the accessible route at the southeast corner of Building S, there is a cross slope of up to 5.7% for a distance of approximately 20', exceeding the 1:50 or 2% maximum.	
46.	NO MODIFICATION REQUIRED.	
47.	On the accessible route at the east end of Building N, landscape rocks encroach on the accessible route, reducing the required 36" route.	
48.	At the northeast corner of Building N, there is no accessible route to the dumpster through the parking spaces or landscaped area.	
49.	At the center breezeway of Building N, there is a ½" vertical change in level at the asphalt to concrete connection, exceeding the ½" overall with a 1:2 bevel and ¼" maximum vertical change in level.	
50.	On the accessible route at the northwest corner of Building M, there is a cross slope of up to 3.8% for a distance of approximately 10', exceeding the 1:50 or 2% maximum.	
51.	At the northeast corner of Building M, there is no accessible route to the dumpster through the parking spaces or landscaped area.	
52.	At Building D, the accessible parking is 7'-3" wide, less than the required 8' for an accessible parking space.	
53.	On the accessible route between Buildings C and D, there is evidence of ponding and sediment at the accessible route. Maintain drainage to eliminate ponding.	
54.	On the accessible route at the northeast end of Building C, there is a cross slope of up to 5.9% for a distance of approximately 15', exceeding the 1:50 or 2% maximum.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
55.	At the center breezeway of Building C, the concrete at the lead walk is in disrepair creating a gap greater than 1/2" and deeper than 1/4".	
56.	NO MODIFICATION REQUIRED.	
57.	At the accessible garage across from Building C, there is a running slope of up to 11.6% at the curb ramp, exceeding the 8.33% maximum for a curb ramp.	
58.	At the center breezeway of Building C, there is a running slope of up to 6.4% for approximately 10', exceeding the 1:20 or 5% maximum.	
59.	At the center breezeway of Building C, there is a 1/2" vertical change in level, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical.	
60.	At the northwest corner of Building C, there is a 1/2" vertical change in level, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
61.	At the west end of Building C, there is a 1/2" vertical change in level, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
62.	At Building B, the accessible parking space is 7'-7" wide, less than the required 8' for an accessible parking space.	
63.	On the accessible route at the southeast end of Building B, there is a 1/2" vertical change in level, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
64.	On the accessible route at the southeast end of Building B, there is a 3/4" vertical change in level, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
65.	On the accessible route at the north side of the Leasing Office, there is a 1/2" vertical change in level, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
66.	At the accessible route to the after-hour entrance, there is a cross slope of up to 6.9%, exceeding the 1:50 or 2% maximum.	
PHASE I DWELLING UNITS		
	Door Hardware	
67.	At Units A-105 and F-103, the door hardware requires tight grasping and twisting of the wrist to operate.	67. Install replacement accessible hardware in these two locations.

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Unit Entry</p> <p>68. At the following units, the Entry has a 1" overall change in level exceeding the ½" maximum with a 1:2 bevel and ¼" vertical change in level:</p> <p>C-101 C-102 C-105 D-101 D-103 E-101 E-102 E-104 F-102 H-105 Q-104 S-102 S-105</p> <p>69. At the following units, the Entry has a 1¼" overall change in level exceeding the ½" maximum with a 1:2 bevel and ¼" vertical change in level:</p> <p>C-103 C-106 D-102</p>	
	<p>Patio Doors</p> <p>70. Typically in the ground floor units reviewed (Except C-HC and E-HC), the threshold at the sliding patio doors ranged from 1"-1 ½", exceeding the ¾" maximum threshold with a 1:2 bevel and ¼" vertical change in level.</p>	70. Fix will be wedge under floor covering to slope change of level at threshold.
	<p>Outlets</p> <p>71. Typically in the ground floor units reviewed, the outlets above the kitchen counter were 47" a.f.f. to the centerline of the top outlet, exceeding the 46" a.f.f. maximum obstructed reach.</p> <p>72. Typically in the ground floor units reviewed, the outlets above the bathroom counter were 47" a.f.f. to the centerline of the top outlet, exceeding the 46" a.f.f. maximum obstructed reach.</p>	71.-72. All ground floor units to be checked for outlet height on turn. No change if 47" AFF or below. If greater than 47", lower to 46" on turn. Item to be included on "as requested" list.
	<p>Kitchen Clearance</p> <p>73. In the following units, there is less than 40" between the face of the refrigerator to the countertop opposite, which is required for a galley kitchen:</p> <p><u>Unit Type E, E-HC and F</u> 35 ½" to 36"</p>	
	<p>Closet Depth</p> <p>74. In <u>Unit Type E</u> the Master Bedroom Closet closest to the entry has bi-pass doors which provide only 29" clear width. This does not provide user passage. The depth of the closet is 30 ¾", which exceeds the 24" maximum for a shallow closet.</p>	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Kitchen Sinks</p> <p>75. The sink does not provide a 30" x 48" parallel approach centered on the fixture and the millwork does not appear to be removable in the following units:</p> <p>Unit Type E (22 ½")</p> <p>Unit Type F (18 ½")</p> <p>Unit Type G (18 ½" to 19")</p>	
	<p>Water Closet Location</p> <p>76. In the following units, the water closet was not 18" from the sidewall or tub. This is not specific to a particular unit type, so all ground floor units should be reviewed.</p> <p>Unit Type D G-102 (16 ¼")</p> <p>Unit Type E A-103 (17")</p> <p>Unit Type F H-104 (14 ½")</p>	75. All ground floor units to be checked for toilet placement on turn. No change if at least 16" from centerline to sidewall or tub; if less than 16", use offset flange to move toilet to at least 16" from centerline to sidewall or tub. Item to be included on "as request" list and 18" to centerline from sidewall or tub on request.
	<p>Bathroom Lavatories</p> <p>77. The lavatory is not 24" for a parallel approach to be centered on the fixture and the millwork does not appear to be removable in the following units:</p> <p>Unit Type C</p> <p>Unit Type C-HC</p> <p>Unit Type D</p> <p>Unit Type E</p> <p>Unit Type F</p>	
	<p>Bathroom Lavatory Alcove</p> <p>78. The alcove is not 48" wide to provide for a parallel approach to be centered on the fixture and the millwork does not appear to be removable in the following units:</p> <p>Unit Type D Noted in E-102 (44 ½")</p>	
	<p>Clear Floor Space inside Bathroom</p> <p>79. In the following units, the door swings into the required 30" x 48" clear floor space inside the Bathroom:</p> <p>Unit Type F (except Unit H-104)</p> <p>Unit Type C</p>	
PHASE II DWELLING UNITS		
	<p>Patio Outlets</p> <p>80. The outlets on the patio, were less than 15" a.f.f. to the centerline of the bottom outlet, exceeding the 15" a.f.f. minimum in the following units:</p> <p>Unit Type C-HC Noted in V-104 (14 ¼")</p>	80. All ground floor units of this type to be checked on turn; no change to outlets at least 14" AFF. If less than 14" AFF, raise to at least 15" AFF to centerline of bottom outlet. Item to be included on "as request" list and modified to 15" as requested.

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Closet Depth</p> <p>81. In the following units the closets next to the baths have bi-fold doors which provide less than 32" clear. This does not provide user passage. The depth of the closet exceeds the 24" maximum for a shallow closet:</p> <p><u>Unit Type C</u></p> <p><u>Unit Type G</u></p>	
	<p>Kitchen Sinks</p> <p>82. The sink does not provide a 30" x 48" parallel approach centered on the fixture and the millwork does not appear to be removable in the following units:</p> <p><u>Unit Type G</u></p>	
	<p>Bathroom Lavatory Alcove</p> <p>83. The alcove is not 48" wide to provide for a parallel approach to be centered on the fixture and the millwork does not appear to be removable in the following units:</p> <p><u>Unit Type D</u> Noted in M-102 (47 ½")</p>	
	<p>84. NO MODIFICATION REQUIRED.</p>	
	<p>Water Closet Location</p> <p>85. In the following units, the water closet was not 18" from the sidewall or tub. This is not specific to a particular unit type, so all ground floor units should be reviewed.</p> <p><u>Unit Type E</u></p> <p>N-102 (17")</p> <p><u>Unit Type F</u></p> <p>N-106 (16 ¾")</p> <p>V-106 (17")</p> <p><u>Unit Type C</u></p> <p>V-105 (16 ¼")</p>	<p>85. All units to be checked for toilet placement on turn. No change if at least 16" from centerline to sidewall or tub; if less than 16", use offset flange to move toilet to at least 16" from centerline to sidewall or tub. Item to be included on "as request" list and 18" to centerline from sidewall or tub on request.</p>
	<p>Clear Floor Space inside Bathroom</p> <p>86. In the following units, the door swings into the required 30" x 48" clear floor space inside the Bathroom:</p> <p><u>Unit Type C</u></p>	

APPENDIX 5 - MIRABOLANTE APARTMENTS

Fix to comply with HUD *Fair Housing Act Design Manual* (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.

LEASING OFFICE / CLUBHOUSE

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
Clubhouse		
1.	In the Meeting Room, the sink needs pipe insulation as some is missing.	
2.	In the Meeting Room, there is no accessible seating location with 17" deep knee clearance at the table seating provided in the meeting room. The 26" base on the table obstructs the clearance.	
3.	In the Meeting Room, the range provides rear controls that require a reach across the burners which is not permitted.	
4.	In the Meeting Room, the microwave and vent hood controls are located at 65" a.f.f. with a reach depth of 10", exceeding the 48" maximum height for an obstructed approach.	
5.	At the West exterior swing door to the patio, the door hardware requires tight grasping and twisting of the wrist to operate.	
6.	In the Hall, several wall sconces extend out 6" from the wall at 77 1/2" a.f.f. to the bottom edge and are protruding objects.	
7.	In the Women's Restroom, the following items were noted: <ul style="list-style-type: none"> a. 15 3/4" clear on the pull side of the door, less than the 18" required b. Outlet above the sink at 47", exceeding the 46" maximum for an obstructed reach c. Water closet centerline is 19", exceeding the 16-18" range d. Toilet paper holder is 11" from the front of the water closet to the centerline of the holder, exceeding the 7-9" range e. The hook on the back of the door at 66 1/2", exceeding the 48" maximum f. The entry Door has round hardware, which requires tight grasping and twisting of the wrist to operate 	
8.	In the Men's Restroom, the following items were noted: <ul style="list-style-type: none"> a. 14 1/2" clear on the pull side of the door, less than the 18" required b. Outlet above the sink at 47 1/4", exceeding the 46" maximum for an obstructed reach c. Water closet centerline at 18 1/4", exceeding the 16-18" range d. Flush control needs to be on the open side of the water closet e. Toilet paper holder is 10 1/2" from the front of the water closet to the centerline of the holder, exceeding the 7-9" range f. The hook on the back of the door at 66 1/2", exceeding the 48" maximum g. The entry Door has round hardware, which requires tight grasping and twisting of the wrist to operate 	
9.	NO MODIFICATION REQUIRED.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
10.	In the Fitness Room, the TV's extend out greater than 4" at 66" a.f.f. and are protruding objects.	10. Install permanent cane detection.
11.	There is no accessible seating location with a 34" countertop and 19" deep knee clearance at the seating provided in the Game Room. The counter is 41 1/2" a.f.f with a 7" knee clearance.	
12.	At the South exterior door to the patio, the door has round hardware, which requires tight grasping and twisting of the wrist to operate.	
13.	At the after-hours entry, the threshold has a 1" overall change in level exceeding the 3/4" maximum with a 1:2 bevel and 1/4" vertical change in level.	

SITE

Install accessible pedestrian route system to connect all ground floor units to all amenities and public right of way.

14.	NO MODIFICATION REQUIRED.	
15.	At the South and West patios of the Clubhouse, several wall sconces extend out 7" from the wall at 68" a.f.f. to the bottom edge and are protruding objects.	
16.	At the west patio of the Clubhouse, there is no accessible seating location with a 34" countertop and 19" deep knee clearance at the seating provided at the patio.	
17.	NO MODIFICATION REQUIRED.	
18.	The top four mailbox rows are too high at 65" to the top lock, exceeding the 54" a.f.f. maximum for a parallel approach (unable to determine number of blank mailboxes). The upper mailboxes serve the ground floor units.	18. Relocate mailboxes for covered units to within 54" AFF.
19.	At the northeast corner of Building C, there is no accessible route to the dumpster.	19.-20. Accessible pedestrian route to dumpster to be provided; no accessible parking provided.
20.	There is no accessible parking provided at the dumpster.	
21.	At the northeast corner of Building C, on the walk leading to the dumpster, there is a cross slope up to 4.6%, exceeding the 1:50 or 2% maximum.	
22.	At the northeast corner of Building C, the entry to the dumpster enclosure requires a turn around an obstruction. The opening at the enclosure is only 33" wide, not 42" minimum.	22. Increase width of turning space at dumpster to be compliant; no modification required to 33" wide entry to enclosure.
23.	At the north end of Building B, there is a cross slope of up to 3.4% at the bike rack, exceeding the 1:50 or 2% maximum.	
24.	At all the ground floor breezeways, the fire extinguisher cabinets extend out 6 1/4" from the wall at 27 3/4" a.f.f. to the bottom edge and is a protruding object.	
25.	At the accessible parking spaces provided at the carports, the covered portion includes only the parking space and not the access aisle.	25. Provide at least one accessible carport with cover over both access aisle and parking space. Any existing accessible carport parking spaces will not be eliminated.
26.	NO MODIFICATION REQUIRED.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
27.	At the south breezeway of Building B, there is a running slope of up to 3.5% at the access aisle, exceeding the 1:50 or 2% maximum.	
28.	On the lead walk at the south breezeway of Building B, there is a running slope of up to 7.1%, therefore it is a ramp. There are no handrails at each side and the stairway obstructs the required 60" level landing at the top.	
29.	At the southeast corner of Building F, there is no accessible route to the dumpster.	29.-30. Install accessible pedestrian route to dumpster; no accessible parking required with accessible pedestrian route.
30.	There is no accessible parking provided at the dumpster.	
31.	There is a running slope of up to 3.5% at the entry to the dumpster, exceeding the 1:50 or 2% maximum.	
32.	At the west breezeway of Building G, the lead walk has a slope of up to 7.9%, therefore it is a ramp. There are no handrails at each side and the stairway obstructs the required 60" level landing at the top.	
33.	NO MODIFICATION REQUIRED.	
34.	At the south end of Building H, there is no accessible route to the dumpster.	34.-35. Install accessible pedestrian route to dumpster; no accessible parking required with accessible pedestrian route.
35.	There is no accessible parking provided at the dumpster.	
36.	At the north breezeway of Building H, there is a running slope of up to 7.4%, therefore it is a ramp. There are no handrails at each side and the stairway obstructs the required 60" level landing at the top.	
37.	NO MODIFICATION REQUIRED.	
38.	At the west breezeway of Building J, the accessible parking sign is not positioned in front of the parking space.	
39.	At the east breezeway of Building J, there is a running slope of up to 8.0%, therefore it is a ramp. There are no handrails at each side and the stairway obstructs the required 60" level landing at the top.	
40.	At accessible garage #55, there is a 1" vertical change in level at the threshold, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical.	
41.	At Garage #55, the wall sconce extends more than 4" from the wall and is a protruding object.	
42.	Between Buildings R and M, the accessible route not installed in two locations.	42. Area still under construction; will be compliant when completed.
43.	At the northeast end of Building T, there is a 1/2" vertical change in level at the asphalt to concrete connection, exceeding the 1/2" overall with a 1:2 bevel and 1/4" maximum vertical change in level.	
44.	At the northeast end of Building T, there is a running slope of up to 4.1% at the entry to the dumpster, exceeding the 1:50 or 2% maximum.	
45.	At accessible garage #73, there is a running slope of up to 5.0%, exceeding the 1:50 or 2% maximum at the door maneuvering clearance.	45. This will be modified if garage #73 is the one accessible garage required for property; otherwise, no modification required but no elimination of additional existing accessible garages.
46.	NO MODIFICATION REQUIRED.	

		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
47.	At the west breezeway of Building M, there is no vertical signage installed at the accessible parking space.	
48.	The wheel stop (not fixed) blocks the access aisle.	
49.	At the west breezeway of Building M, there is a running slope of up to 7.0%, therefore it is a ramp. There are no handrails at each side and the stairway obstructs the required 60" level landing at the top.	
50.	At the south end of Building N, there is no accessible route to the storage units (storage units are for rent by the residents and considered common use).	
51.	At the storage units, there is 47" provided for maneuvering clearance at the storage units, less than the 48" required.	
52.	The door at the accessible units has round hardware, which requires tight grasping and twisting of the wrist to operate.	
53.	NO MODIFICATION REQUIRED.	
54.	At the north end of Building N, the bottom landing for the top run of the ramp (the intermediate landing between the curb ramp below and the ramp above) is 48" in length, less than the 60" required.	
55.	The top run of the ramp has a running slope of up to 11.3%, exceeding the 1:12 or 8.33% maximum.	
56.	The top landing for the ramp is 53", less than the 60" required.	
57.	At Building O, wheel stops not provided or installed. Wheel stops should be installed a minimum of 60" from the grass/landscaping to maintain a 36" accessible route and a 24" vehicle overhang.	
58.	At Building O, there is no vertical signage installed at the accessible parking spaces.	
59.	At the east breezeway of Building O, there is running slope of up to 9.2% at the west curb ramp, exceeding the 1:2 or 8.33% maximum.	

DWELLING UNITS

	<p>Unit Entry</p> <p>60. At the following units, the Entry has a 1" overall change in level exceeding the 1/2" maximum with a 1:2 bevel and 1/4" vertical change in level:</p> <p>G-104</p> <p>L-104</p> <p>L-106</p> <p>T-105</p> <p>T-106</p>	
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		Fix to comply with HUD <i>Fair Housing Act Design Manual</i> (1998) or ANSI A117.1-2003, as applicable, unless otherwise noted.
	<p>Outlets</p> <p>61. Typically in the ground floor units reviewed, the outlets above the kitchen counter were 46 ½-47 ½" a.f.f. to the centerline of the top outlet, exceeding the 46" a.f.f. maximum obstructed reach, <u>except for Unit Types C-HC, E-HC, and G-HC.</u></p> <p>62. The outlets above the bathroom counter, were 47" a.f.f. to the centerline of the top outlet, exceeding the 46" a.f.f. maximum, in the following units:</p> <p><u>Unit Type C-HC</u> <u>Unit Type D-HC</u> <u>Unit Type E-HC</u> <u>Unit Type F</u></p>	<p>61.-62. All ground floor units to be checked for outlet height on turn. No change if 47" AFF or below. If greater than 47", lower to 46" on turn. Item to be included on "as requested" list.</p>
	<p>Closet Depth</p> <p>63. In the following unit types the hall closets have 24" doors which provide less than 32" clear. This does not provide user passage. The depth of the closet exceeds the 24" maximum for a shallow closet:</p> <p><u>Unit Type E</u> (35" Hall Closet depth) <u>Unit Type E-HC</u> (27 ½" Hall Closet and Master Bath closet) <u>Unit Type F</u> (35" Hall Closet depth)</p>	
	<p>Water Closet Location</p> <p>64. In the following units, the water closet was not 18" from the sidewall or tub. This is not specific to a particular unit type, so all ground floor units should be reviewed.</p> <p>G-102 (17 ¼") A-103 (16 ¼") K-106 (16 ½") L-106 (17 ¼") O-106 (17 ¼")</p>	<p>64. All ground floor units to be checked for toilet placement on turn. No change if at least 16" from centerline to sidewall or tub; if less than 16", use offset flange to move toilet to at least 16" from centerline to sidewall or tub. Item to be included on "as request" list and 18" to centerline from sidewall or tub on request.</p>
	<p>Bathroom Lavatories</p> <p>65. The millwork is removable, but the lavatory is not 15" for a forward approach to be centered on the fixture in the following unit:</p> <p>A-103 (14") Note: this is specific to this unit and was not noted in any of the other units reviewed.</p>	<p>65. No modification required unless requested by resident, at which point at least 15" to centerline of sink to be provided for forward approach.</p>
	<p>Clear Floor Space inside Bathroom</p> <p>66. In the following units, the door swings into the required 30" x 48" clear floor space inside the Bathroom:</p> <p><u>Unit Type C</u></p>	