

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

In the Matter of:

Regency Club at Wallkill, LLC

ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
NEW YORK STATE
EXECUTIVE LAW 63(15)

AOD 09-185

WHEREAS, pursuant to the provisions of New York State Executive Law § 63(12), Andrew M. Cuomo, Attorney General of the State of New York, has conducted an investigation into whether Regency Club at Wallkill, LLC (“Regency”) discriminated against persons with disabilities by failing to construct a 132-unit residential complex, currently known as the Regency Club Apartments, in compliance with all applicable legal accessibility requirements;

WHEREAS, the Regency Club Apartments is located at 1200 Regency Court, Middletown, New York, and includes a variety of amenities, including a clubhouse, pool, tennis court, and a playground;

WHEREAS, Regency is an Orange County, New York based real estate company that constructs and has constructed multi-family residential properties throughout the United States, including the Regency Club Apartments;

WHEREAS, Regency Club Apartments is subject to the accessible design and construction requirements of the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.*; Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619; and Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12181 *et seq.*;

WHEREAS, New York State Executive Law § 63(12) prohibits repeated or persistent fraudulent or illegal acts in the transaction of business;

WHEREAS, the parties desire to obviate the need for further investigation or litigation, and it is expressly understood that, with respect to the investigation of the Office of the Attorney General (“OAG”), this is an agreement entered into solely for the purposes of avoiding the expense and inconvenience of further investigation and litigation;

WHEREAS, in consideration of the covenants and understandings set forth herein and intending to be legally bound thereby, the parties hereby agree as follows:

PART ONE: DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
 - (a) “Accessibility Requirements” means all legal requirements governing the design and construction of Multi-Family dwellings set forth in N.Y. Executive Law § 296(18)(3), Building Code of New York State §§1101 *et seq.* (2002), 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1).
 - (b) “Assurance” means this Assurance of Discontinuance.
 - (c) “Complex” means Regency Club Apartments, the multi-family residential complex located at 1200 Regency Court, Middletown, New York.
 - (d) “Complex Covered Units” means any ground floor, single story dwelling units.
 - (e) “Effective Date” means the date this Assurance is executed by the parties hereto.
 - (f) “Including” means including but not limited to.
 - (g) “Regency” means Regency Club at Wallkill, LLC., its principals, directors, owners, officers, shareholders, successors, assigns, subsidiaries, and affiliates, “d/b/a” companies, and any other business entities whom any such individuals may hereafter form or control.
 - (h) “Regency Employee” means any owner, officer, or employee of Regency.
 - (i) “Regency New York Covered Multi-Family Dwellings” means any “covered multi-family dwelling,” as defined in 42 U.S.C. § 3604(f)(7), located in the State of New York and designed or constructed by Regency after the Effective Date.
 - (j) Terms of construction:
 - a. “All” means “any and all” and “any” means “any and all.”
 - b. “Day” refers to a calendar day, not a business day.
 - c. The singular of any word includes the plural; the plural of any word includes the singular.

PART TWO: ATTORNEY GENERAL'S INVESTIGATION AND FINDINGS

2. The OAG conducted an investigation into whether recently constructed multi-family residential properties were designed and constructed in accordance with federal and state law. Specifically, undercover tests were conducted at a number of residential properties, including the Complex. Testers visited the Complex and told the rental agent that they were looking for an apartment for their relative who uses a wheelchair. The testers reported to the OAG that when they were shown a model ground floor unit, the testers observed features that did not comply with the Accessibility Requirements.
3. In response to the test results, the OAG retained an expert to conduct a comprehensive on-site inspection of the Complex with the cooperation of Regency. The inspection was designed to assess compliance with the Accessibility Requirements.
4. The on-site inspection revealed violations in the dwelling units, common use areas, and pathways by failing to comply with certain aspects of the Accessibility Requirements. As a result, individuals with disabilities may be unable to fully enjoy and access the accommodations and facilities available at the Complex.
5. Based on the foregoing, the OAG has concluded that Regency failed to construct certain aspects of the Complex in accordance with N.Y. Executive Law § 296(18)(3), Building Code of New York State §§ 1101 *et seq.* (2002), 42 U.S.C. § 3604(f)(3)(C), and the Fair Housing Act Accessibility Guidelines.

IT NOW APPEARING THAT Regency desires to settle and resolve the issues raised by the investigation without admitting or denying the OAG's findings, Regency and the OAG hereby enter into this Assurance.

PART THREE: COMPLIANCE WITH THE LAW

6. Regency shall comply with the obligations, terms, and conditions of N.Y. Executive Law § 296(18)(3), Building Code of New York State §§ 1101 *et seq.*, 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1).
7. All Regency New York Covered Multi-family Dwellings shall comply with N.Y. Executive Law § 296(18)(3), Building Code of New York State §§ 1101 *et seq.*, 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1).

PART FOUR: RETROFITS TO REGENCY CLUB APARTMENTS

8. Regency shall complete each of the retrofits to the Complex set forth in this Part. These modifications shall be completed using good workperson-like standards. Regency shall

attempt in good faith to minimize any inconvenience to the residents of the Complex resulting from the completion of the retrofits.

9. Regency shall pay all expenses associated with the retrofits required by this Part. No resident shall be charged any additional rent, deposit, or other fee as a result of these modifications. Complex owners shall be able to raise rents that are in the normal course of business.

Public and Common Use Areas

10. Within one (1) year of the Effective Date, Regency shall make all of the retrofits to the public and common use areas of the Complex that are set forth in Appendix A.

Dwelling Units

11. Within 30 months of the Effective Date, Regency shall make all of the retrofits (the "Required Unit Retrofits") to the interior and exterior of all Complex Covered Units that are set forth in Appendix B.
12. Within thirty (30) days of the Effective Date, Regency shall deliver to all residents of a Complex Covered Unit a written notice that informs them of the Required Unit Retrofits and the Optional Units Retrofits. The Optional Unit Retrofits are set forth in Appendix C. The notice shall offer tenants an opportunity to schedule a time to complete the Required Unit Retrofits, and shall offer them an opportunity to request any Optional Unit Retrofits. Regency shall attempt to accommodate any tenant's scheduling request. The notice shall be substantially in the form of Appendix D.
13. If a resident of a Complex Covered Unit asks that the Required Unit Retrofits or the Optional Unit Retrofits be completed as soon as possible, such modifications shall be completed within ninety (90) days of the tenant's request, subject to reasonable delays caused by adverse weather conditions. Any delay will be subject to the approval of the OAG, which shall not be unreasonably withheld. If a tenant indicates that he or she intends to vacate the unit with the next one (1) year and would prefer that the Required Unit Retrofits occur after he or she vacates, Regency shall attempt in good faith to accommodate this request.
14. With respect to any Complex Covered Unit that becomes vacant after the Effective Date, Regency shall complete the Required Unit Retrofits prior to re-letting such Complex Covered Unit and prior to the last day of the three (3) year period set forth in Paragraph 11.
15. If a resident must vacate a Complex Covered Unit for more than twenty-four (24) consecutive hours in order to complete the modifications, Regency shall pay such resident the applicable state government per diem rate for food and lodging for the local area for each day that the resident must reside elsewhere. Such payment shall be made

prior to the commencement of the renovations so that the resident can use the money to pay for alternative living accommodations.

16. Notwithstanding the provisions in paragraph 13, within three (3) years of the Effective Date, Regency shall make the Optional Unit Retrofits set forth in Appendix C in at least twenty-five percent (25%) of all Complex Covered Units and shall ensure that the twenty-five percent (25%) includes a variety of one and two bedroom unit. However, the installation of grab bars in the bathrooms of Complex Covered Units is exempt from the above 25% requirement and Regency is only required to install grab bars upon the request of a tenant.
17. Regency shall include the written notice of the Required Unit Retrofits and the Optional Unit Retrofits (Appendix D) as part of the prospective tenant application package.

PART FIVE: INSPECTIONS OF REGENCY CLUB APARTMENTS

18. Within ninety (90) days of the Effective Date, Regency shall engage an independent consultant (“Consultant”) to conduct on-site inspections of the Complex to determine whether the retrofits have been completed in accordance with Part Four and whether the Complex complies with this Assurance. The Consultant shall have expertise in the Accessibility Requirements. The selection of the Consultant will be subject to the approval of the OAG, which shall not be unreasonably withheld.
19. The Consultant shall conduct on-site inspections of the Complex six months after the Effective Date, and every six (6) months thereafter until the Consultant certifies that all of the required retrofits have been fully and satisfactorily completed. At the request of Regency, the Consultant may conduct additional interim inspections. Prior to each inspection, Regency shall identify in writing for the Consultant which dwelling units have been modified during the prior six (6) months. The first inspection shall cover all public and common use areas and any dwelling units that Regency indicates have been modified prior to the inspection. Subsequent inspections shall cover any additional dwelling units modified during the previous six (6) months, and any public and common use area or dwelling unit that were previously inspected and found not to be in compliance with Part Four.
20. Within thirty (30) days of the completion of each on-site inspection, the Consultant shall prepare and provide to the OAG and Regency a written report (“Monitoring Report”) summarizing the extent to which the retrofits required by Part Four have been completed, and whether the required retrofits have been done using good workperson-like standards. Each Monitoring Report shall include a description of the methodology used by the Consultant, a description of the Consultant’s findings with respect to each dwelling unit and public and common use area inspected, and digital photographs supporting these findings. If the Consultant concludes that any of the retrofits have not been completed in accordance with Part Four, Regency shall correct the specified deficiencies within a reasonable period of time to be specified in the Monitoring Report. This period of time shall be subject to the approval of the OAG, which shall not be unreasonably withheld.

21. Regency shall be required to pay a monetary penalty to the OAG if the Consultant's monitoring report concludes that:
 - (a) Any of the retrofits to the public and common use areas have not been completed in accordance with Part Four within fifteen (15) months of the Effective Date, plus any cure period approved by the OAG pursuant to Paragraph 21; or
 - (b) Any of the retrofits to the Complex Covered Units have not been completed in accordance with Part Four within thirty-nine (39) months of the Effective Date, plus any cure period by the OAG pursuant to Paragraph 21.

The monetary penalty shall be equal to one thousand dollars (\$1,000) for each day that the incomplete retrofits identified in the Consultant's Monitoring Report remain incomplete after the last day of such required time periods. Prior to the imposition of any monetary penalty, Regency shall have sixty (60) days from the receipt of the Consultant's determination of non-completion to cure said non-completion. No penalty shall be imposed if the non-completion is cured within this sixty (60) day period. The Consultant shall certify the date on which such identified deficiencies have been remedied and provide such certification to the OAG. Within thirty (30) days of receiving such certification, the OAG shall notify Regency of any monetary penalty and such penalty shall be paid within ten (10) days. Payment shall be in the form of a certified bank check made out to the New York State Department of Law and forwarded to the Office of the Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Assistant Attorney General Brooke Davis.

22. Regency shall be responsible for compensating the Consultant, and such compensation shall be made without regard to the Consultant's determinations.
23. The OAG reserves the right to conduct on-site inspections of the Complex to determine whether the retrofits have been completed in accordance with Part Four and whether the Complex complies with the Accessibility Requirements.

PART SIX: MONETARY RELIEF

24. Regency will pay to the OAG the sum of fifteen thousand dollars (\$15,000) to the State of New York. Payment will be made within ten (10) days of the Effective Date and in the form of a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Brooke P. Davis, Assistant Attorney General.
25. Individuals, if any, who were harmed as a result of Regency's failure to design and construct the Complex in accordance with the Accessibility Requirements will be eligible to receive restitution.

26. Notice

- (a) Within sixty (60) days of the Effective Date, Regency shall send by first-class mail the Notice of Agreement, attached as Appendix E, to all current residents of the Complex and to the last known address of all previous residents of the Complex. In addition, within thirty (30) days of the Effective Date, Regency shall place the Notice of Agreement under the door of each unit in the Complex.
 - (b) Within sixty (60) days of the Effective Date, Regency shall ensure that the Notice of Settlement is published in Times Herald Record and the Wallkill Valley Times on at least two separate occasions.
27. Within one hundred and fifty (150) days of the Effective Date, individuals claiming to be eligible for restitution (“Claimants”) must submit to the OAG a written statement demonstrating that they meet the criteria set forth in the Notice of Agreement. The OAG will then evaluate the claims for compensation and will determine, in a fair and equitable manner and as the OAG deems appropriate, whether a Claimant is entitled to compensation and, if so, in what amount. The OAG will then disburse the funds accordingly, which shall not exceed \$15,000 in the aggregate.
28. Upon request, Regency will provide the OAG with any information within their possession, custody, or control that will assist the OAG in identifying or locating individuals who may be eligible for restitution.

PART SEVEN: TRAINING

29. Within sixty (60) days of the Effective Date, all Regency Employees who are involved in the design and construction of Regency New York Covered Multi-Family Dwellings shall attend an in-person training session on the design and construction accessibility requirements applicable to multi-family housing under New York State and federal law. The training shall be conducted by an individual or entity with extensive experience and familiarity with these laws. The selection of the training provider shall be subject to the approval of the OAG, which shall not be unreasonably withheld.
30. All Regency Employees who attend the training session shall acknowledge in writing that they have done so, using the acknowledgment form for annexed as Appendix F.
31. All Regency Employees who are hired more than sixty (60) days after the Effective Date and are involved in the design and construction of Regency New York Covered Multi-Family Dwellings will receive the training referenced in this Part within thirty (30) days of their start date.

PART EIGHT: SIGNAGE AND ADVERTISING

32. Regency shall prominently post in a conspicuous location in the Complex’s rental office a sign indicating that all dwelling units are available for rental on a nondiscriminatory

basis. A fair housing poster that complies with 24 C.F.R. Part 110 will be deemed sufficient.

33. Within one hundred and eighty (180) days of the Effective Date, Regency shall include the international symbol of accessibility in a conspicuous location in all future newspaper or Internet advertisements, brochures, or other promotional materials regarding the Complex.
34. At least once every three (3) months for a period of three (3) years following the Effective Date, Regency shall distribute by first-class mail a flyer for the Complexes and a listing of available apartments to at least two local not-for-profit organizations that provide services to the disabled community in Walkill and Middletown, New York. Prior to initiating such mailings, Regency shall notify the OAG of the organizations Regency has selected to receive the mailings. The organizations will be subject to the approval of the OAG, which shall not be unreasonably withheld.
35. Regency shall include the international symbol of accessibility in a conspicuous location in all future newspaper or Internet advertisements, brochures, or other promotional materials regarding Regency New York Covered Multi-family Dwellings.

PART NINE: NEW REGENCY MULTI-FAMILY PROPERTIES

36. Prior to the commencement of the construction of any Regency New York Covered Multi-Family Dwelling, Regency shall provide the Consultant with all relevant architectural and site plans and drawings. Within thirty (30) days of receiving these plans and drawings, the Consultant shall review them and determine whether they comply with the accessibility requirements under N.Y. Executive Law § 296(18)(3), Building Code of New York State §§1101 *et seq.*, 42 U.S.C. § 3604(f)(3)(C), the Fair Housing Act Accessibility Guidelines, and 42 U.S.C. § 12183(a)(1). Regency may not commence construction until the Consultant provides Regency and the OAG with a written certification that the plans and drawings comply with such requirements.

PART TEN: RECORD-KEEPING AND REPORTING

37. Regency shall maintain the following records during the duration of the Assurance:
 - (a) All documents concerning the work performed to complete the retrofits required by Part Four, including but not limited to plans, drawings, and invoices;
 - (b) All documents concerning the design and construction of Regency New York Covered Multi-Family Dwellings prepared during the duration of this Assurance;
 - (c) Copies of all advertisements, brochures, or other promotional materials regarding Regency New York Covered Multi-Family Dwellings;

- (d) All executed training acknowledgment forms required to be completed by Paragraph 29; and
 - (e) All documents concerning any request made by a tenant or prospective tenant of a Regency New York Covered Multi-Family Dwelling seeking an accommodation related to an individual's disability.
 - (f) Copies of all advertisements, brochures, or other promotional materials regarding the Complex;
 - (g) Copies of all mailings required to be sent pursuant to Paragraph 25 and 33; and
 - (h) All documents concerning any request made by a tenant or prospective tenant of the Complex seeking an accommodation related to an individual's disability.
38. Within seventy-five (75) days of the Effective Date, Regency shall provide the OAG with copies of the executed training acknowledgment forms for any Regency Employee who received the training required by Part Seven. With respect to new Regency Employees who receive the training thereafter, Regency shall provide the OAG with copies of the executed training acknowledgment forms on the first business day of each calendar year.
39. Regency shall advise the OAG within fifteen (15) business days of receiving any complaint, whether written or oral, alleging discrimination on the basis of disability in housing, and shall provide the OAG with a copy of all documents relating to the complaint.
40. Within fourteen (14) days after receiving a request from the OAG, Regency shall provide the OAG with any records or documents that the OAG reasonably believes relate to compliance with this Assurance. Upon reasonable notice, Regency shall allow the Consultant or the OAG or its representatives to conduct on-site inspections of the Complex.

**PART ELEVEN: SCOPE OF THE ASSURANCE, JURISDICTION,
AND ENFORCEMENT PROVISIONS**

41. This Assurance will expire three (3) years after the Effective Date, provided that Regency has fully complied with all provisions of the Assurance at that time.
42. Notwithstanding any provision of this Assurance to the contrary, the OAG may, in its sole discretion, grant written extensions of time for Regency to comply with any provision of this Assurance.
43. The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to this Assurance to effectuate its terms.

44. The OAG may seek to enforce this Assurance through enforcement proceedings including a civil action in federal or state court seeking appropriate relief, such as specific performance of the provisions of this Assurance. Pursuant to New York State Executive Law § 63(15), evidence of a violation of the Assurance will constitute *prima facie* proof of a violation of the applicable laws in any civil action or proceeding hereafter commenced by the OAG. In the event of a dispute among the parties regarding any issue arising hereunder, the parties will attempt in good faith to resolve the dispute before seeking judicial intervention.
45. Any failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.
46. If any provision, term, or clause of this Assurance is declared illegal, unenforceable, or ineffective in a legal forum, such provision, term, or clause shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and binding on the parties.
47. This Assurance constitutes the entire agreement between Regency and the OAG on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party that is not contained in this Assurance shall be enforceable.
48. Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory or compliance review powers otherwise provided by law or this Assurance.
49. This Assurance may be executed in multiple counterparts, each of which shall be deemed a duplicate original.
50. This Assurance is final and binding on the parties, including principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. No assignment by any party hereto shall operate to relieve such party of its obligations herewith.
51. Regency agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Assurance or creating the impression that this Assurance is without factual basis. Nothing in this paragraph affects Regency's (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorney General is not a party.
52. In the event that Regency decides to sell or transfer ownership, in whole or in part, of the Complex prior to the completion of all of the retrofits required by Part Four, Regency shall either: (a) allow all of the remaining retrofits to be completed and inspected prior to the completion of the sale or transfer, in which case the sale or transfer may be completed

upon the Consultant's certification that all of the required modifications have been fully completed; or (b) provide the purchaser or transferee with this Assurance and require that the purchaser or transferee agree in writing to comply with all of Regency's obligations under this Assurance as a condition of the sale or transfer. The sale or transfer of ownership, in whole or in part, of the Complex shall not affect Regency's obligation to complete the retrofits to the Complex required by Part Four, unless the purchaser or transferee agrees in writing, as a condition of the sale or transfer, to complete such modifications and be bound by the applicable terms of this Assurance.

53. Any payments and all correspondence related to this Assurance shall reference OAG Assurance Number AOD 09-185.
54. All communications and notices regarding this Assurance shall be sent by first-class mail and, if twenty-five (25) pages or fewer in length, by facsimile, to:

Office of the Attorney General:

Brooke P. Davis, Assistant Attorney General
Civil Rights Bureau
Office of the NYS Attorney General
120 Broadway, 3rd Floor
New York, New York 10271
Tel. (212) 416-6493
Fax (212) 416-8074

Regency Club at Wallkill, LLC

David Gandin, Esq.
Jacobowitz and Gubits, LLP
158 Orange Avenue
Walden, New York 12586
Tel. (845)764-4285
Fax (845)778-5173

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: Middletown, New York
February ~~18~~, 2010

REGENCY CLUB AT WALLKILL, LLC

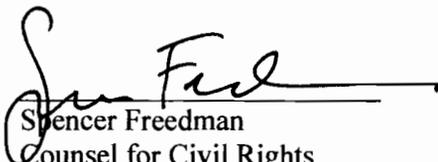
By: Mark J. Jona

CONSENTED TO:

Dated: New York, New York
~~February 5~~, 2010
April

ANDREW M. CUOMO
Attorney General of the State of New York

By: 
Alphonso B. David
Bureau Chief
Civil Rights Bureau


Spencer Freedman
Counsel for Civil Rights
Civil Rights Bureau

Brooke P. Davis
Assistant Attorney General
Civil Rights Bureau

Office of the NYS Attorney General
120 Broadway
New York, NY 10271
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Appendix A

Retrofits to Public and Common Use Areas

I. Accessible Routes

Regency shall make all necessary modifications to ensure that there is an accessible route from each Complex Covered Unit to each public and common use areas, including but not limited to, the clubhouse, property entrance, pool area, mailboxes, trash dumpsters, tennis court, playground and parking. The accessible route shall follow the path drawn in the schematic diagram annexed hereto. Regency shall make all necessary modifications to ensure that there is an accessible route from parking and roadways to each public and common use area of the Complex. The accessible route also consists of sidewalks, paths that connect the sidewalk to the roadway, and the roadways. The accessible routes must be firm, stable, and slip resistant, must meet the width, slope, and cross-slope criteria set forth in the Accessibility Requirements, and meets the applicable Accessibility Requirements:

1. The accessible routes must be at least 36" wide, and any sidewalk curbs on the route must have appropriate curb ramps. Parked cars shall not reduce the width of the route to less than 36".
2. Any curbs and curb ramps on the accessible route must meet the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. Any ramps on the accessible route must meet the slope, cross-slope and railing criteria set forth in the applicable Accessibility Requirements.
3. Accessible Route from Parking to Apartment Entrance Walkways
 - a. Curb ramps cannot be obstructed by legally blocked cars or other objects
 - b. The change in level from accessible parking to the accessible route cannot cross slope more than 2% and flared ends of the curb ramp cannot slope more than 8.33%. Change in level between the curb ramp and accessible parking cannot be more than ½" tall and must be beveled. Slopes must meet the applicable Accessibility Requirements. Ramps must meet the slope, cross-slope and railing criteria set forth in the applicable Accessibility Requirements. The accessible routes for the following buildings, including but not limited to: 2; 3; 4; 5; 6; 7; 8; 9; 10 and 11 must comply with the provisions in this paragraph and applicable Accessibility Requirements.

4. Accessible Route from Complex Covered Units to Common Use Walkways

- a. The change in level along the accessible route from an apartment entrance to the common use parking or roadway cannot cross slope more than 2% and slope more than 8.33%. Slopes along the accessible route must comply with the applicable Accessibility Requirements. Ramps along the accessible route must comply with applicable Accessibility Requirements. Change in level on the accessible route cannot be more than 1/2" tall without being ramped in accordance with applicable Accessibility Requirements. Changes in level greater than a 1/4" must be beveled. The accessible routes for the following apartments, including but not limited to: 204; 205; 212; 405; 509; 512; 605; 705; 709; 712; 901; 1005 and 1105 must comply with the provisions in this paragraph and applicable Accessibility Requirements.

5. Accessible Routes Connecting Common Use Amenities

- a. The change in level along the accessible route connecting common use amenities cannot cross slope more than 2% and slope more than 8.33%. Slopes along the accessible route must comply with the applicable Accessibility Requirements. Ramps along the accessible route must comply with applicable Accessibility Requirements. Changes in level greater than a 1/4" must be beveled. The accessible route along the following locations as detailed in the schematic drawing attached hereto must comply with the provisions in this paragraph and applicable Accessibility Requirements.
- b. The accessible route to the gazebo, tennis courts and trash dumpsters must be firm, stable and slip resistant and changes in level that are greater than 1/2" must be ramped.

II. Community Building Area

Regency shall make all necessary modifications to ensure that the community building area has the following accessible features and meets the applicable Accessibility Requirements:

1. There must be designated accessible parking spaces that meet the dimension, access aisle, and signage criteria set forth in the applicable Accessibility Requirements. The accessible parking spaces access aisles must meet the slope and cross-slope criteria set forth in applicable Accessibility Requirements.

2. There must be an accessible route from parking to the clubhouse, pool, tennis courts and playground that meets the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. Any curb ramps on the accessible route must meet the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. Any ramps on the accessible route must meet the slope, cross-slope and railing criteria set forth in the applicable Accessibility Requirements.
3. The slot of the rental drop box must be no more than 54" above the floor.
4. Interior doors must be operable without requiring more than five pounds of force.
5. Thresholds must comply with the applicable Accessibility Requirements.
6. Room identification signs must have raised letters, Braille writing and be mounted on the latch side of the door between 48" and 60" above the floor.
7. Objects must not protrude more than 4" into the accessible route when the bottom edge is more than 27" above the floor.
8. Kitchenette
 - a. Bowl of the sink cannot be deeper than 6.5".
 - b. There must be clear floor space for the sink that is at least 30" by 48" and complies with the applicable Accessibility Requirements.
9. Men's Bathroom
 - a. Stall
 - i) The side wall grab bar must extend 52" from the rear wall.
 - ii) The flush control must be mounted within reach and on the wide side of the stall.
 - iii) The coat hook must be mounted not more than 54" above the floor.
 - iv) The toilet paper dispenser must be mounted within 36" of the rear wall.

- v) The toilet seat cover dispenser must be mounted with reach and requires unobstructed clear floor space that complies with the applicable Accessibility Requirements.
- b. There must be knee and toe space under the lavatory that complies with the applicable Accessibility Requirements.
- c. There must be at least 48" of maneuvering space beyond the partition door.
- d. There must be clear floor space for the shower that extends at least 12" behind the seat wall and complies with the applicable Accessibility Requirements.

10. Women's Bathroom

- a. Stall
 - i) The side wall grab bar must extend 52" from the rear wall.
 - ii) The coat hook must be mounted not more than 54" above the floor.
 - iii) The toilet seat cover dispenser must be mounted with reach and requires unobstructed clear floor space that complies with the applicable Accessibility Requirements.
- b. There must be knee and toe space under the lavatory that complies with the applicable Accessibility Requirements.
- c. The maneuvering space for and at the door must comply with the applicable Accessibility Requirements.
- d. There must be at least 48" of maneuvering space beyond the partition door.
- e. There must be clear floor space for the shower that extends at least 12" behind the seat wall and complies with the applicable Accessibility Requirements.

11. Exercise Area

- a. Overhead objects along the accessible route must not hang below 80" from the floor or cane detection will be provided.
- b. Regency shall pay the monthly membership fees at a local gym for residents that are unable to access Regency Club's exercise room due to a physical disability lasting six (6) months or more. The payment can be in the form of a monthly rent reduction in an amount equal to the gym membership fee. Within 30 days of the Effective Date Regency shall provide the name of the local gym to the OAG. The selection of the local gym will be subject to the approval of the OAG, which shall not be unreasonably withheld.

III. Pool Area

Regency shall make all necessary modifications to ensure that the pool area and the pool have the following accessible features and meets the applicable Accessibility Requirements:

1. There must be an accessible route to and from parking, the pool, shower that meets the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. Any curb ramps on the accessible route must meet the slope and cross-slope criteria set forth in the applicable Accessibility Requirements.
 - a. The path to the pool entrance cannot have a cross-slope of more than 2%.
2. A lifeguard shall be present at all times during which the pool is open. A sign will be posted informing tenants of the pool hours and that they will not be allowed to enter the pool area unless a lifeguard is on duty. All lifeguards will be trained that their job responsibilities include opening the gate and facilitating entry into the pool area for any resident or guest who requests and/or requires such assistance.
3. A roll-in shower that complies with the applicable Accessibility Requirements will be provided within the Clubhouse to replace outdoor shower. A sign directing people to the roll-in shower will be placed in a conspicuous location near the outdoor shower.
 - a. The clear floor maneuvering space for the shower must not cross-slope more than 2%.

- b. Controls must be mounted not more than 48" above the ground.
- c. Showerhead must be mounted on a flexible hose.
- d. There must be a fixed seat that complies with the applicable Accessibility Requirements.

IV. Trash Dumpsters

Regency shall make all necessary modifications to ensure that the trash dumpsters have the following accessible features and meets the applicable Accessibility Requirements:

1. There must be an accessible route to the trash dumpsters that meets the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. Any curb ramps on the accessible route must meet the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. If there are any vertical rises on the route that are greater than ½", there must be a ramp that complies with the applicable Accessibility Requirements.

V. Mailbox Kiosks

Regency shall make all necessary modifications to ensure that the mailbox kiosk area has the following accessible features and meets the applicable Accessibility Requirements:

1. There must be an accessible route to the mailboxes that meets the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. Any curb ramps on the accessible route must meet the slope and cross-slope criteria set forth in the applicable Accessibility Requirements. If there are any vertical rises on the route that are greater than ½", there must be a ramp that complies with the applicable Accessibility Requirements.
2. The top row of mailboxes must be no more than 54" above the clear ground space.
3. The controls for the mailboxes must be set back no more than 10" from the curb.

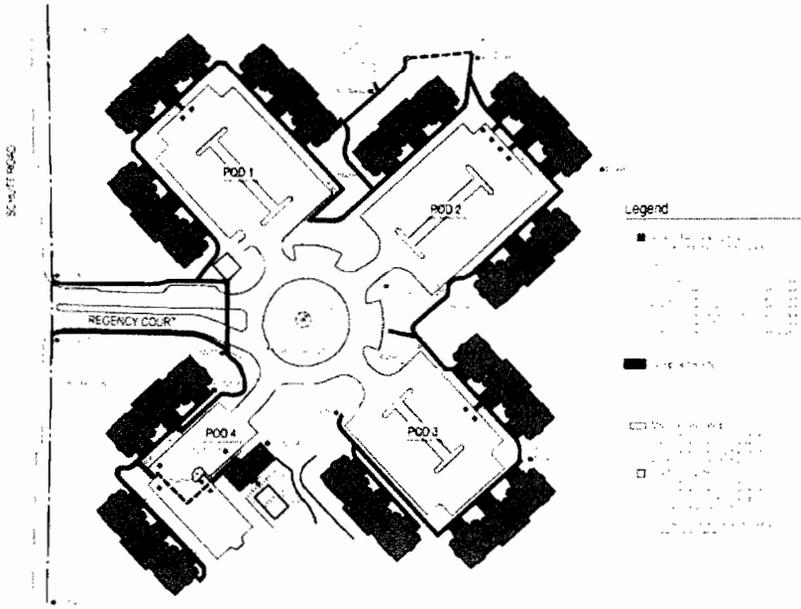
VI. Tennis Court

1. The clear floor maneuvering space at the entry gate must be level.

VII. Parking

Regency shall make all necessary modifications to ensure that parking spaces have the following accessible features and meets the applicable Accessibility Requirements:

1. There must be at least three designated accessible parking spaces that serve the Complex Covered Units. These spaces must meet the dimension, access aisle, and signage criteria set forth in the applicable Accessibility Requirements.
2. There must be at least six designated accessible parking spaces that serve the common use areas. These spaces must meet the dimension, access aisle, and signage criteria set forth in the applicable Accessibility Requirements.
3. There must be at least at least one designated accessible parking space that is reserved for visitors. This space must meet the dimension, access aisle, and signage criteria set forth in the applicable Accessibility Requirements.
4. Designated accessible parking spaces must be on the shortest possible route.
5. Accessible parking spaces must be designated with a sign that cannot be obscured by a parked vehicle and access aisles must have a "No Parking Anytime" sign.
6. Access aisles for designated accessible parking spaces must not cross slope more than 2%.



Regency 150
 150 Regency Court
 Madison, WI 53703

Site Plan

Appendix B

Retrofits to Dwelling Units

I. Two-Bedroom Units

Regency shall make all necessary modifications to each of the 36 two bedroom Complex Covered Units to ensure that they have the accessible features listed below.

1. The threshold for the entrance door must comply with the applicable Accessibility Requirements.
2. The entrance door hardware must be operable without requiring tight grasping or twisting.
3. **Master Bathroom**
 - a. There must be grab bar reinforcements installed around the toilet and bathing fixtures that comply with the Fair Housing Act's Accessibility Guidelines.
4. **Hall Bathroom**
 - a. There must be grab bar reinforcements installed around the toilet and bathing fixtures that comply with the Fair Housing Act's Accessibility Guidelines.
5. There must be an accessible route from the roadway to the unit entrance that complies with the slope and cross-slope criteria set forth in the applicable Accessibility Requirements.

II. One Bedroom Unit

Regency shall make all necessary modifications to each of the 32 one bedroom Complex Covered Units to ensure that they have the accessible features listed below.

1. The change in level between the top of the threshold and the landing at the entrance door must comply with the applicable Accessibility Requirements.
2. The entrance door threshold must comply with the applicable Accessibility Requirements
3. The entrance door hardware must be operable without requiring tight grasping or twisting.

4. Hall Bathroom
 - a. There must be grab bar reinforcements installed around the toilet and bathing fixtures that comply with the Fair Housing Act's Accessibility Guidelines.
5. Powder Room
 - a. There must be grab bar reinforcements installed around the toilet and bathing fixtures that comply with the Fair Housing Act's Accessibility Guidelines.
6. There must be an accessible route from the roadway to the unit entrance that complies with the slope and cross-slope criteria set forth in the applicable Accessibility Requirements.

Appendix C

Retrofits to Dwelling Units Available Upon Tenant Request

I. Two-Bedroom Units

Upon the request of a tenant of a two-bedroom Complex Covered Unit, Regency shall make the necessary modifications to ensure that the unit has the following accessible features:

1. The clear floor space for the kitchen sink must be centered on the sink faucet and comply with the applicable Accessibility Requirements.
2. There must be clear floor space for the washers and dryers that are parallel and centered on each appliance.
3. Grab bars shall be installed in the bathrooms.
4. The thermostat controls must be no higher than 48" from the floor.
5. Master Bathroom
 - a. There must be clear floor space for the lavatory that is centered on the sink faucet and complies with the Fair Housing Act's Accessibility Guidelines.
6. Hall Bathroom
 - a. There must be clear floor space for the lavatory that is at least 48" wide, centered on the faucet, and complies with the Fair Housing Act's Accessibility Guidelines.
 - b. There must be knee and toe space under the lavatory that complies with the applicable Accessibility Requirements. Any base cabinet must be removable as set forth in the applicable Accessibility Requirements.
 - c. The lavatory faucet must be operable without requiring tight grasping or turning.
 - d. There must be clear floor space for the toilet that complies with the applicable Fair Housing Act's Accessibility Guidelines.
 - e. The controls for the bathtub must be operable without requiring tight grasping or twisting.

II. One Bedroom Unit

Upon the request of a tenant of a one-bedroom Complex Covered Unit, Regency shall make the necessary modifications to ensure that the unit has the following accessible features

1. The clear floor space for the kitchen sink must be centered on the sink faucet and comply with the applicable Accessibility Requirements.
2. There must be clear floor space for the washers and dryers that are parallel and centered on each appliance.
3. The thermostat controls must be no higher than 48" from the floor.
4. Hall Bathroom
 - a. There must be clear floor space for the lavatory that is at least 48" wide, centered on the faucet, and complies with the Fair Housing Act's Accessibility Guidelines.
 - b. There must be knee and toe space under the lavatory that complies with the applicable Accessibility Requirements. Any base cabinet must be removable as set forth in the applicable Accessibility Requirements.
 - c. The lavatory faucet must be operable without requiring tight grasping or turning.
 - d. There must be clear floor space for the toilet that complies with the applicable Accessibility Requirements. Fixed vanity cabinets cannot overlap into the required clear floor space.
 - e. The controls for the bathtub must be operable without requiring tight grasping or turning.
5. Grab bars shall be installed in the bathrooms.

Appendix D

Notice of Retrofits

Dear _____ **[insert tenant's name]**:

State and federal law require that all dwelling units in an elevator building in recently constructed housing have certain features in order to make them more physically accessible to people with disabilities. The Office of the New York State Attorney General recently conducted an on-site inspection with the cooperation of the Regency Club and concluded that some of our apartments and common areas lack certain legally required handicap accessibility features. This is due to the way Regency Club Apartments was designed and constructed. As a result, we have agreed to modify some of the apartments and common areas to make them more accessible to current and prospective tenants with disabilities.

Your apartment is one of the units that does not meet all of the accessibility requirements. As a result, it will be necessary to make certain modifications to your apartment and the exterior of your apartment. The renovations will be made at no cost to you. We anticipate that the work will take **[insert time estimate]**. If you have to vacate your apartment for one or more nights while the modifications are being completed, we will pay reasonable housing and relocation expenses in advance of your relocation, however, based on the planned modifications we do not expect this to be necessary.

The required modifications include the following:

[Itemize retrofits for unit]

In addition, we will offer certain additional optional modifications to your unit at no charge if you specifically request them. These changes may be helpful for persons who use wheelchairs or walkers. These optional modifications are designed to make the apartment even more accessible for persons with disabilities, and are listed on the attached card. If you would like to request any of these changes to your unit, please complete and return the attached card to the leasing office.

We are committed to doing everything we can to minimize any inconvenience that you may incur as a result of this project. Please contact the leasing office at **[insert telephone number]** to let us know when would be the best time to complete this work. We will make every effort to accommodate your scheduling preferences. If you intend on vacating your apartment within the next twelve (12) months and do not want us to make the changes until you move, please let us know and we will work to accommodate this request. However, all of the above modifications to your unit must be completed within three (3) years, regardless of whether you remain in the apartment for that period. If you have any questions, please feel free to call us.

Optional Unit Modifications Reply Card

Name: _____

Apartment No.: _____

Phone: _____

I request that the following changes be made without charge to me:

[itemize all retrofits available for unit type]

- ___ Additional clear floor space at the kitchen sink
- ___ Additional clear floor space at the washer and dryer
- ___ Grab bars in the bathroom
- ___ Additional clear floor maneuvering space at the toilet and bathroom sink
- ___ Bathroom sink faucet controls that do not require tight grasping or turning
- ___ Tub controls that do not require tight grasping or turning to modify
- ___ Thermostat lowered
- ___ Payment of monthly membership fees at (insert name of gym) for residents that are unable to access the exercise room due to a physical disability.

Appendix E

Notice of Agreement

Notice to Potential Victims of Housing Discrimination at Regency Club Apartments

The Office of the New York State Attorney General (“OAG”) has entered into an agreement with the parties that own Regency Club Apartments – a 132-unit residential property located at 1200 Regency Court, Middletown, New York. The agreement addresses disability accessibility features in certain ground floor apartments, common areas and pathways of the property.

Under the terms of this agreement, individuals who were harmed because of the absence of these accessible features may be entitled to monetary compensation. In order to possibly be eligible to recover money, you must meet **at least one** of the following criteria:

- (1) You have a disability and were prevented from or had difficulty applying for, renting, residing at, or visiting an apartment at Regency Club Apartments;
- (2) You decided not to live at Regency Club Apartments because the property lacked certain accessible features;
- (3) You are a current or former resident of Regency Club Apartments and paid for renovations to make your apartment more accessible; or
- (4) You were otherwise harmed or discriminated against because of your disability due to the lack of accessible features at Regency Club Apartments.

If you believe that you are eligible for compensation and wish to submit a claim, you should submit a written statement explaining why you meet any of the above criteria, along with supporting documentation, to:

Office of the NYS Attorney General
Attn.: Brooke Davis
Civil Rights Bureau
120 Broadway, 23rd Floor
New York, New York 10271

The OAG will evaluate the claims for compensation and will determine, in a fair and equitable manner, whether you are entitled to compensation. You must submit your claim and all supporting documentation by ___ **[Insert in bold date that is 150 days after Effective Date]**. If you have any questions, you may contact the OAG at 212-416-8250.

Appendix F

Training Acknowledgment Form

I, _____, have attended an in-person training conducted by _____ **[insert name of provider]** that covered accessibility requirements applicable to multi-family housing under New York State and federal law. I understand that I will be subject to discipline, including potential termination, for failure to comply with these laws.

signature