

# PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-18-72436  
HUD# 07-18-0016-8

## PARTIES TO THE SETTLEMENT AGREEMENT:

### RESPONDENTS

**REDWOOD LIVING, INC.**  
7510 East Pleasant Valley Road  
Independence, Ohio 44131-5536

**LINDEN OAKS ONE, L.L.C.**  
7510 East Pleasant Valley Road  
Independence, Ohio 44131-5536

**PRIDE ONE CONSTRUCTION SERVICES, L.L.C.**  
387 Medina Road, Suite 600  
Medina, Ohio 44256-9674

**MANN PARSONS GRAY ARCHITECTS, INC.**  
3660 Embassy Parkway  
Fairlawn, Ohio 44333-8375

### COMPLAINANT

**ANGELA JACKSON, COMMISSIONER**  
Iowa Civil Rights Commission  
400 East 14<sup>th</sup> Street, Room 201  
Des Moines, Iowa 50319-0201

### STATE LAW ENFORCEMENT AGENCY

**IOWA CIVIL RIGHTS COMMISSION**  
400 East 14<sup>th</sup> Street, Room 201  
Des Moines, Iowa 50319-0201

### Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents designed and constructed covered multifamily dwellings in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the

“accessible and usable public and common use areas,” the “accessible route into and through the covered unit,” and the “usable kitchens and bathrooms.”<sup>1</sup>

Complainant specifically alleged, in Units 418 and 434, 437 Elgin Lane NW, Linden Oaks Condominiums (“Linden Oaks”), two features in the common areas and two features within two of the covered units appeared inaccessible to a person utilizing a wheelchair for mobility – (1) the route from each unit to the mailbox kiosks requires tenants to travel on their driveways, on public roads, and includes a 2 5/8”-high curb – which violates the prohibition against requiring tenants to travel on vehicular and non-pedestrian routes such as driveways and public roads, and exceeds the 1/4”-maximum change in level; (2) the height of the midlines of the keyholes of the second row from the top of the mail compartments at the mailbox kiosks were measured at 54 3/4”, so the top two rows of mailboxes are higher than the 54”-maximum allowed for a parallel approach by persons using a wheelchair; (3) the change in level from the interior finished floor surface to the top of the threshold at the doorway to the porch in Unit 434 was measured to be 1 7/8”, which exceeds the 1/4”-maximum without a 1:2 beveling that was observed to be lacking; (4) the clearance from the midline of the bathroom sink to the adjacent wall was measured at 20” in one bathroom and at 23” in the other bathroom of Unit 434, which is less than the 24”-minimum clearance required for a parallel approach needed because the cabinet below the sink, as observed by the Testers, was not easily removable.

Description of the Subject Property

Subject Property

Linden Oaks consists of 17 residential-unit buildings with the units’ location as indicated in the table below:

<b>Building Numbers</b>	<b>Unit (Street) Numbers</b>	<b>Street</b>	<b>Total Units</b>
1	402, 406, 410, 414, 418, and 422	Elgin Lane NW	6
2	432, 436, 440, 444, 448, and 452	Elgin Lane NW	6
3	403, 407, 411, 415, 419, and 423	Elgin Lane NW	6
4	433, 437, 441, 445, 449, and 453	Elgin Lane NW	6
5	400, 404, 408, 412, 416, and 420	Ludwig Lane NW	6
6	426, 430, 434, 438, 442, and 446	Ludwig Lane NW	6
7	1003, 1007, 1011, 1015, 1019, and 1023	Puckett Lane NW	6
8	1000, 1004, 1008, 1012, 1016, and 1020	Puckett Lane NW	6
9	1001, 1005, 1009, 1013, 1017, and 1021	Hardwick Lane NW	6
10	1002, 1006, 1010, 1014, 1018, and 1022	Hardwick Lane NW	6
11	1035 and 1039	Puckett Lane NW	2
12	1025, 1029, 1033, 1037, 1041, and 1045	Hardwick Lane NW	6
13	1026, 1030, 1034, 1038, 1042, and 1046	Hardwick Lane NW	6
14	1047, 1051, 1055, 1059, 1063, and 1067	Puckett Lane NW	6
15	1052, 1056, 1060, 1064, 1068, and 1072	Puckett Lane NW	6
16	1053, 1057, 1061, 1065, 1069, and 1073	Hardwick Lane NW	6
17	1054, 1058, 1062, 1066, 1070, and 1074	Hardwick Lane NW	6
<b>TOTAL UNITS</b>			<b>98</b>

<sup>1</sup> See Iowa Code §§216.8A(3)(c)(3)(a) [Requirement 2 – Accessible and Usable Public and Common Use Areas]; 216.8A(3)(c)(3)(c)(i) [Requirement 4 – Accessible Route into and Through the Covered Unit], and 216.8A(3)(c)(3)(c)(iv) [Requirement 7 – Usable Kitchens and Bathrooms].

Linden Oaks does not have an elevator available to tenants. According to Linden Oaks’ website, all units at the subject property are 2BR/2BA and are at ground level.<sup>2</sup> Under both the ICRA and FHA, a “covered multifamily dwelling” is defined as:

1. all dwelling units in buildings containing four or more dwelling units if such buildings have one or more elevators, and
2. all ground floor dwelling units in other buildings containing four or more units.<sup>3</sup>

All units were built at ground level. Therefore, every unit in buildings with four or more units is “covered”<sup>4</sup> by the design and construction provisions of the ICRA and FHA.<sup>5</sup> Since Building 11 only has two units, the units in this building are not jurisdictional because the building has fewer than four units.

The issue dates for the certificates of occupancy and the corresponding 300-day filing dates – except for Building 11, which as previously mentioned, is not jurisdictional because it has fewer than four units – are listed in the table below:

<b>BUILDING NUMBERS</b>	<b>TOTAL COVERED UNITS</b>	<b>CERTIFICATE OF OCCUPANCY DATE</b>	<b>300-DAY DATE</b>
<b>1</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>2</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>3</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>4</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>5</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>6</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
7	0	August 11, 2017	June 7, 2018
8	0	August 11, 2017	June 7, 2018
<b>9</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
10	0	June 7, 2017	April 3, 2018
12	0	July 14, 2017	May 10, 2018
13	0	June 8, 2017	April 4, 2018
<b>14</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>15</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>16</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>17</b>	<b>6</b>	<b>July 3, 2018</b>	<b>April 29, 2019</b>
<b>TOTAL COVERED UNITS</b>	<b>66</b>		

The scope of the current agreement includes all of the dwelling units – which are listed at the bottom of the previous page in bold type – in Buildings 1 through 6, 9, and 14 through 17, totaling 66 units; and the

<sup>2</sup> <https://listings.byredwood.com/apartments/ia/altoona/linden-oaks-by-redwood/index.aspx> (Last visited on Feb. 6, 2019).

<sup>3</sup> *Fair Housing Act Design Manual* [“Manual”]: *A Manual to Assist Designers and Builders in Meeting the Accessibility Requirements of the Fair Housing Act*. Washington, D.C.: U.S. Dept. of Housing and Urban Development, Office of Fair Housing and Equal Opportunity and the Office of Housing, 1998, at page 7. (<https://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>); see 24 C.F.R. §100.205(a); Iowa Code §216.2(4).

<sup>4</sup> Fair Housing Accessibility Guidelines, Federal Register, Vol. 56. No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

<sup>5</sup> 42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

common use areas, including the leasing office and the mailbox kiosks, and the parking spaces adjacent to each of these common areas.

The dwelling units at Linden Oaks within the scope of this agreement consist of four floor-plan types, all of which are 2BR/2BA units. The following table lists the unit types, the unit numbers for the inspected units, and the total number of units by type.

Unit Type	Inspected Unit Numbers	Total Units Per Type
Rosewood	434	45
Haydenwood	418	12
Capewood	1052	5
Birchwood	1047	4
	<b>TOTAL</b>	66

Respondents’ Defenses

When asked in the questionnaire what was true or false about the allegations, Respondent Mann Parsons Gray Architects, Inc. (“MPG”) answered:

- a. Height of threshold at patio door can be compliant with ramp that manager retains.
- b. Removal of cabinets under bathroom sinks are not required if parallel approach is achieved.
- c. Mail box kiosk top two tiers are non-accessible.
- d. Civil Engineer will have to address the rolled curb complaint.

Respondents Linden Oaks One, L.L.C. (“Linden”) and Respondent Redwood Living, Inc. (“Redwood”), and Pride One Construction Services, L.L.C. (“Pride”) answered:

Linden believes that the unit identified in the Housing Discrimination Complaint is in compliance with the Fair Housing Act and the Iowa Civil Rights Act and that any other issues raised in the Housing Discrimination Complaint are or will be in compliance with the Fair Housing Act and the Iowa Civil Rights Act.

Report of Preliminary Findings:

ICRC Investigators inspected four covered units at Linden Oaks, as well as the public and common use areas in and surrounding the complex. After conducting an onsite inspection of the units listed in the table above, and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) At the parking space reserved for persons with disabilities adjacent to the leasing office, the height to the bottom edge of the signage was measured at 54”, which is less than the minimum height of 60 inches allowed by ADAAG.<sup>6</sup> Although this parking space and the adjoining access aisle were verified by ICRC Investigators to meet the required ADA dimensions for Van-Accessible parking spaces and access aisles previously quoted, this parking space did not have the required signage designating it as “Van-Accessible.”<sup>7</sup>

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<sup>6</sup> See Appendix A, Photo 1A.

<sup>7</sup> *Id.*

The signage at this parking space (1) was installed too low – making this space more challenging to locate; and (2) this parking space did not have the required “Van-Accessible” signage – making the identification of this parking space that is wide enough for vans more challenging to identify. If “Van-Accessible” signage is installed, the bottom edge of the new signage must also be at a height of no less than 60”.

The construction plans submitted by Respondents did not include instructions for the installation of signage at spaces reserved for use by persons with disabilities.

2) Based on the information gathered and the photographs taken by ICRC Investigators, the route from all units (i) includes a 2 23/32”-high curb in front of the driveway of each unit, which exceeds the 1/4” maximum change in level allowed by ANSI; and (ii) requires tenants to travel on their driveways and public roads on their way from their units to the mailbox kiosks because of the absence of sidewalks connecting the units to the mailbox kiosks. The curb height and the absence of a pedestrian route that is separate from the road and driveway render the mailboxes inaccessible by a person using a mobility assistive device such as a wheelchair or a walker.

3) All of the units at Linden Oaks are ground floor units. Therefore, the mailboxes for the 66 units covered in the current agreement must meet the 54”-maximum height reachability requirement.

ICRC Investigators measured the heights to the midline of the keyholes at the top two rows of mailboxes – 57 5/8” (top row) and 54 1/8” (second row).<sup>8</sup> Therefore, the top two rows of mailboxes exceed the 54”-maximum allowed for a parallel approach by ANSI 1986, and render these mailboxes inaccessible.

Instructions for the installation heights of mailboxes were not found in the construction plans submitted by Respondents.

4) The interior threshold heights at the secondary doorway to the porch were measured at all inspected units. The following table below lists the units and interior threshold heights that exceeded the 1/4”-maximum height with no 1:2 beveling.

UNIT #	INTERIOR THRESHOLD HEIGHT
1047 [Birchwood]	1 27/32”
1052 [Capewood]	1 3/4”
434 [Rosewood] – Test Unit <sup>9</sup>	1 23/32”

These thresholds are too high, rendering the doorways unusable by persons using wheelchairs. No information was found in the plans about the designed threshold height at the sliding glass doorways.

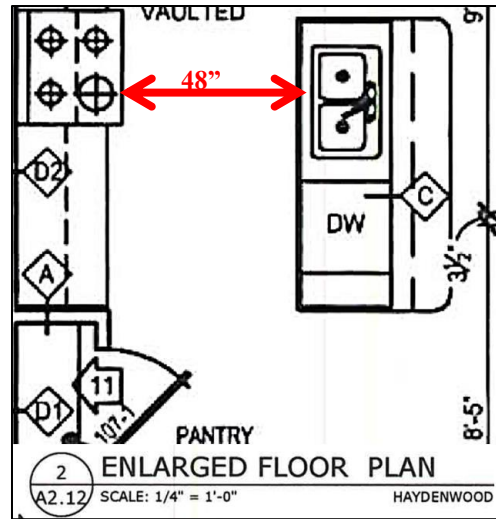
After the inspection and before the drafting of the Report of Preliminary Findings, Respondents installed threshold accessible ramps that have running slopes of 7.5%, which are compliant with the 8.33%-maximum running slope for ramps.

<sup>8</sup> See Appendix A, Photo 3A.

<sup>9</sup> See Appendix A, Photo 4A

5) The width of the path between the range and the opposing countertop, excluding the door handles of the range, was measured at 39 3/8" in Unit 418 [Haydenwood].<sup>10</sup>

Respondents submitted plans for all units. The plan for the kitchen in Haydenwood units is shown below:



The width of the path in the kitchen of Unit 418 would have been compliant with the required 40-inch minimum width if installed according to the plans. But as built, it is less than the 40"-minimum standard.<sup>11</sup>

6) In Unit 434 [Rosewood], the midline of the sink in the Master Bathroom – a Specification-B bathroom – was measured to be 24" from the adjoining wall, which is compliant with the 24"-minimum requirement if the base cabinets are not removable. In the second bathroom of Unit 434 – a Specification-A bathroom – the midline of the sink was measured to be 21 1/4" away from the adjoining wall, which is less than the 24"-minimum requirement if the base cabinets are not removable. However, only the Specification-A bathroom is exempt from all maneuverability requirements because the Specification-B bathroom is fully compliant. Consequently, the information gathered by ICRC Investigators does not support the allegation in the current complaint about the bathroom sinks in Unit 434 being inaccessible because they are too close to the adjoining wall. Therefore, ICRC does not require any further action in response to this alleged deficiency because it is already compliant with the maneuverability requirements for accessible bathrooms.

#### Respondents' Response to Report of Preliminary Findings:

Respondents submitted written responses to the reported deficiencies, which are summarized below:

1) Respondents submitted photographs to ICRC to document the retrofits that were completed to install the van-accessible signage, with the bottom edge of the signage at a height compliant with the 60"-minimum height required by the ADAAG.

<sup>10</sup> See Appendix A, Photo 5A.

<sup>11</sup> See Appendix A, Photo 5A.

- 2) Respondents submitted photographs to ICRC to document that new sidewalk sections were installed such that there is an accessible pedestrian-only path from each of the covered-dwelling units to the mailbox-kiosk area, and as indicated in a diagram that they submitted.
- 3) Respondents submitted photographs to ICRC to document that they installed an additional mailbox kiosk – which has all of the mailboxes at height that does not exceed the 54” maximum height – adjacent to the existing mailbox kiosks. Respondents will notify tenants with mailboxes in the top two rows of mailboxes to contact Management to have them assign one of the reachable mailboxes in the new mailbox kiosk if they are not able to reach their mailboxes.
- 4) Respondents submitted photographs to ICRC indicating that they have installed accessible ramps at the interior side of thresholds of sliding glass doorways of covered-dwelling units that exceed the ¼”-maximum height to bring them into compliance with the aforementioned requirement; and a copy of the written notice that was sent to current and future tenants about their right to opt out of having the accessible ramps installed at these thresholds, or to have them installed as needed due the onset of a disability.
- 5) Respondents submitted photographs indicating the width of the path between the range and opposing countertop in Unit 418 [Haydenwood] has been corrected, and is now exceeding the 40”-minimum width required between opposing features. Respondents have verbally verified that the width of the path between the range and opposing countertop in the other 11 Haydenwood units are in compliance with the 40”-minimum requirement for the distance between the opposing features or have been corrected to bring some or all of them in compliance with this requirement.

#### Assessment of Deficiencies:

According to Respondents’ written responses to ICRC questionnaire, all units were built in accordance with the scoping requirements of the 2012 International Residential Code [IRC 2012], which incorporates the standards of the 2009 American National Standards [ANSI 2009] for guidance on the technical requirements [i.e., the dimension requirements].<sup>12</sup> Neither the IRC 2012 nor the ANSI 2009 is one of the safe harbors accepted by HUD.<sup>13</sup> Therefore, the Manual and the Guidelines, which incorporate ANSI 1986 for some of the technical requirements, have been used to assess and determine compliance with the ICRA and FHA, not IRC 2012 or ANSI 2009.

Following is the assessment of Respondents’ proposed retrofits and determination, based on the scoping and technical requirements of the 2010 ADAAG and the Manual:

- 1) ICRC concurs with Respondents’ determination that the photographs they submitted to ICRC support their claim that they completed the necessary retrofits to install the van-accessible signage, with the bottom edge of the signage at a height compliant with the 60”-minimum height required by the ADAAG.
- 2) ICRC concurs with Respondents’ determination that the photographs they submitted to ICRC support their claim that they installed new sidewalk sections such that there is an accessible pedestrian-only path from each of the covered units to the mailbox-kiosk area.

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<sup>12</sup> <https://archive.org/details/gov.law.icc.irc.2012> (Last visited on Feb. 7, 2019).

<sup>13</sup> <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on Jan. 24, 2019).

3) ICRC concurs with Respondents' determination that the photographs they submitted to ICRC support their claim that they installed an additional mailbox kiosk adjacent to the existing mailbox kiosks. ICRC also concurs with Respondents' proposal to notify tenants with mailboxes in the top two rows of mailboxes to contact Management to have them assign one of the reachable mailboxes in the new mailbox kiosk or another box below 54" if they are not able to reach their mailboxes. ICRC also concurs that Respondents have provided notices to tenants in accordance with this requirement.

4) ICRC concurs with Respondents' claim that the photographs they submitted to ICRC indicate they have installed accessible ramps at the interior side of thresholds of sliding glass doorways of covered-dwelling units that previously exceeded the 1/4"-maximum height allowed, and have since brought these thresholds into compliance with the maximum height requirement. ICRC also concurs with Respondents' proposal to notify current and future tenants in writing about the option to opt out of having the accessible ramps installed at the thresholds, or have it reinstalled as requested by the tenant due the tenant's onset of a mobility-impairment health condition. ICRC also concurs that Respondents have provided notices to tenants in accordance with this requirement.

ICRC concurs with Respondents' proposal to install the ramps after current tenants move out and before showing available units to prospective tenants. ICRC will require that the ramps be reinstalled within seven days from the date of the request from a tenant with a mobility impairment.

5) ICRC concurs with Respondents' assessment that the photographs they submitted indicate the width of the path between the range and the opposing countertop has been widened in Unit 418 [Haydenwood] to bring it into compliance with the 40"-minimum width that is required between kitchen islands and opposing features. ICRC also concurs with Respondents' verbal verification that the width of the path between the range and the opposing countertop in the other 11 Haydenwood units are either in compliance or have been widened to bring some or all of them in compliance with the 40"-minimum width that is required between kitchen islands and opposing features.

#### Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### *Acknowledgment of Fair Housing Laws*

1) Respondents acknowledge there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965" (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2) Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3) Respondents acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part,



portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

4) Respondents acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin. 42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

5) Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).

6) Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

7) Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in buildings with no elevator or all units in buildings with an elevator, and consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216. 8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. Part 100.200 et seq.; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

Requirement 1 – Accessible building entrance on an accessible route.

Requirement 2 – Accessible and usable public and common areas.

Requirement 3 – Usable doors.

Requirement 4 – Accessible route into and through the covered unit.

Requirement 5 – Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

Requirement 6 – Reinforced walls for grab bars.

Requirement 7 – Usable kitchens and bathrooms.

#### *Voluntary and Full Settlement*

8) The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

9) The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

10) The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

*Disclosure*

11) Because, pursuant to Iowa Code §216.15A(2)(d), the ICRC has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

*Release*

12) Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

*Fair Housing / Accessible Design and Construction Training*

13) Respondents agree that:

(a) Luke Morton (Redwood Living, Inc. and Linden Oaks One, LLC), Brian Vinborg (Pride One Construction Services, LLC), and David Mann (Mann Parsons Gray Architects, Inc.) have received the training on the accessible design and construction requirements of State and Federal Fair Housing Laws since the Complaint was filed in this matter with the ICRC. The training they received adequately addresses the Fair Housing accessibility requirements that must be met in order to design and build covered dwellings and common use/public areas that are accessible and usable to individuals with mobility and visual impairments.

(b) Respondents have sent adequate documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed.

14) Respondents agree all persons identified in "14)" paragraph of the current section who are involved in the design and/or construction of covered multifamily-dwelling properties have:

(a) Reviewed and become familiar with the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the United States Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act, (August 1996, Rev. April 1998), which may be obtained online at <http://www.huduser.gov/portal/publications/PDF/FAIRHOUSING/fairfull.pdf>.

*Required Retrofits*

15) ICRC agrees that Respondents have undertaken and completed all retrofits and other actions required of them by the ICRC pursuant to this Agreement. Should any actions remain to be completed, Respondents agree the ICRC may, within ninety (90) days after being notified by Respondents that any remaining actions have been remediated, review compliance of those items with this Agreement and, as part of that review, examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the ICRC. However, the ICRC is not aware of any remaining retrofits or other actions to be completed under the terms of this Agreement.

Redwood Living, Inc., Respondent

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

Linden Oaks One, L.L.C., Respondent

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

Pride One Construction Services, L.L.C., Respondent

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

Mann Parsons Gray Architects, Inc., Respondent

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

\_\_\_\_\_  
Angela Jackson, Complainant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Grathwohl, Interim Executive Director  
IOWA CIVIL RIGHTS COMMISSION

\_\_\_\_\_  
Date