

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 07-15-67669
HUD# 07-15-0508-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

VINTAGE HILLS COOPERATIVE AT PRAIRIE TRAIL
1370 SW Magazine Rd.
Ankeny, Iowa 50023

EWING LAND DEVELOPMENT & SERVICES, LLC
909 W 16th St.
Pella, Iowa 50219-7918

DOWNING CONSTRUCTION, INC.
2500 W 2nd Ave
P.O. Box 196
Indianola, Iowa 50125-9297

JSSH ARCHITECTS, INC.
14525 Hwy 7 Ste. 375
Minnetonka, Minnesota 55345-3741

COMPLAINANT

ANGELA WILLIAMS
Commissioner, Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

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 dwelling units 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 route into and through the covered unit" and the "usable kitchens and bathrooms" requirements of the ICRA and FHA.¹

Complainant specifically alleged, in Unit 309, 1370 SW Magazine Road, Vintage Hills Cooperative at Prairie Trail [henceforth referred to as "Vintage"], the height of the threshold was 3 inches, which is higher than the maximum 3/4 inch allowed with beveling; and the clear width of the path between the countertop and the refrigerator was 34 inches, which is less than the minimum 40 inches required.

Description of the Subject Property

Vintage has one building with 49 units on three floors – 15 units on the first floor and 17 on each of the second and third floors. The building has an elevator, which means each of the 49 units is "covered"² by the design and construction provisions of the ICRA and FHA.³ The building was issued a Certificate of Occupancy on November 5, 2014, signed by Jeff Junker, Building & Zoning Administrator for the City of Ankeny.

The scope of this agreement covers all 49 units as well as the public and common use areas at Vintage. All 49 units have been sold and are occupied.

The construction of all units within the subject property building was based on ten different designs.⁴ The table at the top of the next page lists the unit types, the number of units per type and per floor, and inspected unit numbers.

¹ Iowa Code §§216.8A(3)(c)(3)(c)(i), and 216.8A(3)(c)(3)(c)(iv); 24 C.F.R. §§100.205(c)(3)(i), and 100.205(c)(3)(iv).

²"Covered multifamily dwellings" or "covered multifamily dwellings subject to the Fair Housing Amendments" means buildings consisting of four or more dwelling units if such buildings have one or more elevators; and ground floor dwelling units in other buildings consisting of four or more dwelling units." Fair Housing Accessibility Guidelines, Federal Register, Vol. 56, No. 44, Wednesday, March 6, 1991, Rules and Regulations, page 9500.

³42 U.S.C. §3604(f)(7); Iowa Code §§216.2(4)(a), 216.2(4)(b).

⁴ See Appendix B for floor plans.

UNIT TYPE	TOTAL NUMBER OF UNITS PER TYPE	TOTAL NUMBER OF UNITS PER FLOOR			INSPECTED UNIT NUMBER
		FIRST	SECOND	THIRD	
Willow [1BR/1BA – 1,047 SF]	6	2	2	2	117 [First Floor]
Redwood [2BR/2BA – 1, 128 SF]	6	2	2	2	202 [Second Floor]
Butternut [2BR/2BA – 1,130 SF]	3	1	1	1	201 [Second Floor]
Chestnut [2BR/2BA – 1,229 SF]	11	3	4	4	316 [Third Floor]
Pine [2BR/2BA – 1,337 SF]	3	1	1	1	113 [First Floor]
Locust [2BR/2BA – 1,367 SF]	6	2	2	2	108 [First Floor]
Hickory [2BR/2BA – 1,403 SF]	3	1	1	1	109 [First Floor]
Hawthorne [2BR/2BA – 1,404 SF]	2	0	1	1	312 [Third Floor]
Birch [2BR/2BA – 1,411 SF]	6	2	2	2	306 [Third Floor]
Maple [3BR/2BA – 1,684 SF]	3	1	1	1	118 [First Floor]
TOTALS	49	15	17	17	

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Ewing and Cooperative answered:

The threshold issue to the balcony is being addressed and corrected by Downing Const[ruktion]

There is a question on how the measurements are taken. Downing will be sending a copy of their measurements.

JSSH answered:

I believe that our drawings are correct & true.

Downing answered:

We believe we are in compliance regarding the straight out distance for appliances. We also believe that we are in compliance with relationship to the threshold complaint as we received approval from both HUD and the City of Ankeny. The owners would have the option to provide some accessory items to lessen the perceived burden if desired.

Report of Preliminary Findings:

ICRC Investigators inspected ten units at Vintage, 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) The wall-mounted mailboxes are in the Entry Commons adjacent to the main entrance. With an elevator serving all floors in the building, all 49 mailboxes must be usable with heights at or below the required 54-inch maximum height. The measured height of the keyholes at the top row of mailboxes – which includes the mailboxes for Units 101, 116, 206, and 217 – was measured at 57 1/4 inches.⁵

The top row of mailboxes is unusable for someone in a wheelchair because it exceeds the 54-inch maximum height allowed by the reach parameters of ANSI 1986.

- 2) The mail-sorter station is located in the Gathering Room and is used for internal communications between residents and management. Again, with an elevator serving all floors, all 49 mail compartments must be usable with shelf-heights at or below the required 54-inch maximum height.⁶ The measured heights of the keyholes at the top four rows of mailboxes are reported in the table below.⁷

TOP FOUR INTERNAL-MAIL COMPARTMENT ROWS	HEIGHT IN INCHES
First	62 5/8
Second	60 1/4
Third	57 7/8
Fourth	55 1/2

⁵ See Appendix A, Figure 1A.

⁶ See Appendix A, Figures 2A and 2B.

⁷ *Id.*

The top four rows of mail compartments are unusable for someone in a wheelchair because they exceed the 54-inch maximum height allowed by the reach parameters of ANSI 1986.

- 3) The monthly-charge drop box is located in the Entrance Commons area, adjacent to the mailboxes and the property management office. There is enough clear floor space in front of the rent drop box for residents using wheelchairs to make a parallel approach. The height of the opening handle to the rent drop box was measured at 56 7/8 inches.⁸ This height is greater than the than the 54-inch maximum per ANSI 1986.
- 4) The vertical change in level from the top of the threshold at the sliding glass doorway that provides access from the Great Room to the common-use patio onto the interior finished floor surface was measured at 1 7/16 inches, which exceeds the 1/4-inch maximum allowed for thresholds without beveling.⁹ The excessive height at this doorway renders the common-use patio unusable by residents using wheelchairs.
- 5) The vertical change in level from the top of the threshold at the sliding glass doorway onto the interior finished floor surface in all of the inspected units was measured to have a height of no less than 1 1/4 inches, which exceeds the 1/4-inch maximum allowed for thresholds without beveling.¹⁰ The excessive heights at these secondary entrances render the porches and balconies unusable by residents using wheelchairs.
- 6) The height of the top thermostat control buttons used in adjusting the temperature was measured at no less than 49 inches for Units 108 [Locust] and 113 [Pine].¹¹ The measured height of these control buttons is higher than the 48-inch maximum reach limit allowed by the Guidelines, making the buttons unusable by a resident in a wheelchair.
- 7) Except for Units 118 [Maple], 201 [Butternut], and 316 [Chestnut], the width of the path between the kitchen island and either the refrigerator, opposing counter, or dishwasher was measured at no more than 39 inches in all units.¹² The width of this path renders these kitchens unusable.

Respondents stated the units are sold with a standard refrigerator, which according to the product information they submitted, has a depth of 31 3/4 inches.¹³ Residents may upgrade to larger refrigerators once the dwelling unit is purchased, which decreases the clear width of the path between the refrigerator and the kitchen island by approximately two inches. Inspected units wherein the residents upgraded to a larger refrigerator resulted in a path with a clear width of less than the 40-inch minimum required. In units with the standard refrigerator, the path portion adjacent to the refrigerator meets the 40-inch minimum clear width requirement.

⁸ See Appendix A, Figures 3A and 3B.

⁹ See Appendix A, Figure 4A.

¹⁰ See Appendix A, Figure 5A.

¹¹ See Appendix A, Figures 6A and 6B.

¹² See Appendix A Figures 5 and 6.

¹³ See Appendix C.

Respondents' Response to Report of Preliminary Findings:¹⁴

Respondents submitted the following responses to the reported deficiencies:

- 1) Respondents will relocate mailboxes to no higher than the maximum height of 54 inches, as required by ANSI.
- 2) Respondents will add horizontal file-organizers at the book shelf adjacent to the mail-sorter station, and is at a height less than the 54-inch maximum allowed by ANSI, to accommodate residents using a wheelchair and whose mail compartment is at a height greater than 54-inch maximum.
- 3) Respondents will relocate the monthly-charge box to a maximum height of 54 inches, as required by ANSI.
- 4) Respondents will add a ramp to the interior side of the threshold that provides access from the Great Room to the common-use patio.¹⁵
- 5) Respondents will add a ramp to the interior side of the threshold that provides access from the living room in each condo dwelling unit to the porch or balcony.
- 6) Respondents will move the thermostats to a height of 48 inches or less, as required by FHADM, as long as the current owners give them access to the unit.
- 7) Respondents will ask current owners to sign a waiver that acknowledges (1) the clear width of the kitchen path is non-complaint with usability requirements and (2) after their condo unit is sold, the kitchen island will be moved to increase the clear width of the path to a minimum of 40 inches.

Assessment of Deficiencies:

Respondents stated all units were built in accordance with the requirements of the 2009 International Building Code [IBC 2009], which is not one of the safe harbors accepted by HUD.¹⁶ Therefore, the FHADM must be used to assess and determine compliance with the ICRA and FHA.

¹⁴ Respondents submitted a proposal in their responses to the report about the “required grab bars.” Only the grab-bar reinforcement – not the grab bars themselves – are required by the ICRA and FHA. Section 504 of the federal code may require the installation of the grab-bars themselves due to applicable tax credits for Vintage. However, ICRC does not enforce Section 504, so the absence of the grab bars themselves will not be addressed in the current agreement. *Please see Section 504 regulations at http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/disabilities/sect504faq*

¹⁵ Respondents also stated, “According to Downing Construction, there is currently no sliding door on the market of which they are aware, that accommodates the sliding door threshold.”

¹⁶ <http://www.fairhousingfirst.org/faq/safeharbors.html> (Last visited on March 28, 2014).

Following is the assessment of the reported deficiencies, based on the scoping and technical requirements of FHADM and the technical requirements of ANSI 1986:

- 1) ICRC concurs with Respondents' proposal to relocate mailboxes to no higher than the maximum reachable height of 54 inches, as required by ANSI.
- 2) ICRC concurs with Respondents' proposal to add horizontal file-organizers at the book shelf adjacent to the mail-sorter station at a height of less than the 54-inch maximum allowed by ANSI, to accommodate residents using a wheelchair and whose mail compartment is at a height greater than the 54-inch maximum.
- 3) ICRC concurs with Respondents' proposal to relocate the monthly-charge box to no higher than the maximum reachable height of 54 inches, as required by ANSI.
- 4) ICRC concurs with Respondents' proposal to add a ramp at the interior side of the threshold that provides access from the Great Room to the common-use patio.¹⁷
- 5) ICRC concurs with Respondents' proposal to add a ramp to the interior side of the threshold that provides access from living room in each condo dwelling unit to the porch or balcony, but only as long as the current owner of the condo dwelling unit approves of this retrofit.
- 6) ICRC concurs with Respondents' proposal to move the thermostats to a height of 48 inches or less, but only as long as the current owner of the condo dwelling unit approves of this retrofit.
- 7) ICRC concurs with Respondents' proposals to ask current owners to sign a statement acknowledging that the clear width of the kitchen path is non-compliant with usability requirements and, after the condo unit is sold, Respondents will move the kitchen island to increase the clear width of the path to a minimum of 40 inches at no cost to the seller or buyer of the condo unit. However, ICRC will require that Respondents give all current residents or owners the option, in writing, to have this retrofit completed at no cost prior to any sale.

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 Vintage, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

¹⁷ ICRC proposes the use of swinging doors instead of sliding glass door to address the challenge in finding sliding glass doors with low thresholds.

Acknowledgment of Fair Housing Laws

1. Respondents agree 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).

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).

4. 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).
5. 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).
6. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building 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:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

Voluntary and Full Settlement

7. 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.
8. 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.
9. 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.
10. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by ICRC.

Disclosure

11. Because, pursuant to Iowa Code §216.15A(2)(d), 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 Josh Cowman, Roger Johnson, Justin Brown, and each of Respondents' current employees or agents who are involved in the design and/or construction of covered multifamily-dwelling properties, will:
- (a) Receive training on the accessible design and construction requirements of State and Federal Fair Housing Laws within 180 days of their receipt of a Closing Letter from ICRC. The training will address 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.

Attendance at Design and Construction training session offered during the 4th Annual "Be The Change" ICRC Symposium – to be held on November 4, 2016 – will fulfill the requirement for this term. Otherwise, the training shall be conducted by a qualified person, approved by ICRC or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to ICRC, verifying the fair housing / accessible design and construction training has been completed, within ten (10) days of completing the training.

- (b) Review 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 Modifications or Retrofits

14. Respondents agree to make the following modifications or retrofits to Vintage:

Accessible and Usable Public and Common Use Areas – Mailboxes

- (a) The parties agree the top row of mailboxes is unusable for residents in a wheelchair because its height exceeds the 54-inch maximum allowed by the reach parameters of ANSI.
- (b) Respondents agree they will lower mailboxes to provide residents with mailbox keyholes that do not exceed the maximum reach-range height of 54 inches, as required by ANSI.

Accessible and Usable Public and Common Use Areas – Internal-Mail Sorter Station

- (a) The parties agree the top four rows of internal-mail compartments located in the Gathering Room are unusable for someone in a wheelchair because they exceed the 54-inch maximum height allowed by the reach parameters of ANSI.
- (b) Respondents agree they will provide sufficient horizontal file-organizers on the bookshelf adjacent to the internal-mail sorter station at a height of no greater than 54 inches to provide residents with internal mail compartments that do not exceed the maximum reach-range height of 54 inches, as required by ANSI.

Accessible and Usable Public and Common Use Areas – Monthly Charge Drop Box

- (a) The parties agree the opening handle for the monthly-charge drop box is unusable for someone in a wheelchair because it exceeds the 54-inch maximum height allowed by the reach parameters of ANSI 1986 with no obstructions.
- (b) Respondents agree they will relocate the monthly charge drop box such that it does not exceed the maximum reach-range height of 54 inches, as required by FHADM and ANSI.

Usable Doors – Threshold for Sliding Glass Doorway at Great Room

- (a) The parties agree the interior threshold height onto the finished floor surface at the sliding glass doorway providing access from the Great Room to the common-use patio exceeds 1/4 inch, which is the maximum height without beveling allowed for interior thresholds by FHADM and ANSI.
- (b) Respondents agree they will permanently install a ramp with a running slope of no greater than 8.33% at the interior side of the threshold to the sliding glass doorway providing access from the Great Room to the common-use patio, as required by the FHADM and ANSI.

Usable Doors – Threshold for Secondary Door

- (a) The parties agree the interior threshold height onto the finished floor surface for all inspected units exceeds 1/4 inch, which is the maximum height allowed without beveling for interior thresholds by the FHADM and ANSI.
- (b) In the manner described in paragraph “15” of the “Required Timelines for Completion of Modifications or Retrofits” section in the current agreement, Respondents agree they will notify all current owners about the option to permanently install a ramp with a running slope of no greater than 8.33% at the interior side of the threshold to the secondary doorway from the living room to the porch or balcony in all units at the subject property, as required by the FHADM and ANSI.

Light Switches, Electrical Outlets, Thermostats, and Other Environmental Controls in Accessible Locations - Thermostats

- (a) The parties agree the height of the thermostat controls in all inspected units exceed the maximum height of 48 inches, as allowed by FHADM.
- (b) In the manner described in paragraph “15” of the “Required Timelines for Completion of Modifications or Retrofits” section in the current agreement, Respondents agree they will notify all current owners about the option to lower the thermostat controls in all unoccupied units at Vintage to a height no greater than 48 inches, as required by FHADM.

Usable Kitchens – Kitchen Islands

- (a) The parties agree the clearance space between the kitchen island and the opposing refrigerator in Units 108, 109, 113, 117, 202, 306, and 312, is less than the 40-inch minimum clearance space required by the FHADM.
- (b) In the manner described in the “Required Timelines for Completion of Modifications or Retrofits” section of the current agreement, Respondents agree they will notify all current owners about the option to relocate the kitchen island, to increase the clear width of the path around the kitchen island to a 40-inch minimum, as required by the FHADM.

Required Timelines for Completion of Modifications or Retrofits

- 15. Respondents agree to notify each of the current owners of already sold and occupied units in writing within 30 days of receiving a Closing Letter from ICRC that, upon request, they will make the above-described threshold, thermostat, and kitchen-island retrofits at no cost to the current owners. When an owner requests one of these retrofits, Respondents shall make the thermostat and threshold retrofits within 30 days of the owner’s request and the kitchen-island retrofit within 60 days of the owner’s request. For all current owners who choose the option to have the kitchen-island

retrofit performed but who do not allow Respondents to complete the kitchen-island retrofit within 60 days of the owner's request, Respondents agree to ask the current owners to sign a statement acknowledging that the clear width of the kitchen path is non-complaint with the usability requirements of the ICRA and FHA and if the condo unit is sold within five (5) years of the date of this Agreement, Respondents will move the kitchen island at no cost to the seller or buyer of the condo, to increase the clear width of the path around the kitchen island to a minimum of 40 inches. Any obligation to perform the kitchen-island retrofit will expire and be deemed waived if the required work is not performed within five (5) years of the date of this Agreement.

16. When an owner requests a threshold, thermostat, or kitchen-island retrofit, Respondents agree they will allow these residents to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected residents to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such moves.

Mandatory Reporting Requirements

17. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for all of the subject units and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC will continue until all required modifications or retrofits have been completed in all six units.
18. Respondents agree, as the required modifications or retrofits are made to a particular unit, ICRC may then inspect such unit, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC, and shall pay a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

19. The sale or transfer of ownership, in whole or in part, by any owner of Vintage will not affect any obligation to modify or retrofit Vintage as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

Vintage Hills Cooperative at Prairie Trail
RESPONDENT

Date

Ewing Land Development & Services, LLC
RESPONDENT

Date

Downing Construction, Inc.
RESPONDENT

Date

JSSH Architects, Inc.
RESPONDENT

Date

Angela Williams
COMPLAINANT

Date

Kristin H. Johnson, Executive Director
IOWA CIVIL RIGHTS COMMISSION

Date