

**SETTLEMENT AGREEMENT**  
**DESIGN AND CONSTRUCTION CLAIMS**

This Settlement Agreement is entered into by and between CNY Fair Housing Inc., Housing Research & Advocacy Center, Inc., d/b/a the Fair Housing Center for Rights & Research, Inc., The Fair Housing Partnership of Greater Pittsburgh, Inc., Housing Opportunities Made Equal of Buffalo, Inc., Housing Opportunities Made Equal of Cincinnati, Inc., Fair Housing Opportunities of Northwest Ohio, d/b/a The Fair Housing Center, and the Fair Housing Center of Central Indiana, the Fair Housing Resource Center, Inc., Miami Valley Fair Housing Center, Inc., Lexington Fair Housing Council, Inc., Fair Housing Advocates Association, Inc., and Fair Housing Contact Service, Inc. (collectively, the “Fair Housing Groups”), and Clover Management, Inc. (“Property Manager”), and Clover Construction Management, Inc., Clover Construction Management West, Inc. (collectively, “Contractors”), and the property owners as set forth on **Exhibit A** annexed hereto (each an “Owner” and collectively, “Owners”), (all collectively the “Parties”).

WHEREAS, the Owners, Property Manager and Contractors are among the developers, owners, operators and/or contractors of fifty multifamily rental apartment buildings for seniors located in New York, Ohio, Kentucky, Pennsylvania, Indiana, and Missouri (collectively the “Properties”);

WHEREAS, the Fair Housing Groups alleged that they have conducted investigations of Properties including apartments operated and owned by Owners and Property Manager during the period October 2018 to the present and identified alleged violations of Fair Housing Amendments Act (“the Act”), 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C), and, as to properties allegedly owned, operated, designed, or constructed in New York, section 296(5)(a)(1)-(2), and 296(18)(3) of the New York Executive Law (the “New York Human Rights Law”), arising out of

the alleged failure to design and construct housing in covered multifamily dwellings designed and constructed for first occupancy after March 13, 1991;

WHEREAS, seven Fair Housing Groups filed, on March 22, 2022, a complaint, *CNY Fair Housing, Inc. et al v. Clover Construction Management, Inc., et al*, Civ. Case No. 5-22-cv-278 (GTS/ATB) in the Northern District of New York (the “Complaint”) alleging multiple violations of the Act’s and New York Human Rights Law’s prohibitions against discrimination based on disability by ten Owners, Property Manager, Contractors and Mussachio Architects P.C. and Marc Mussachio (collectively, “Mussachio”) at thirty-eight of the Properties;

WHEREAS, the seven Fair Housing Groups alleged that they conducted investigations of all of the Properties during the period August 2018 to the present and identified alleged accessibility violations of the Act, 42 U.S.C. §§ 3604(f)(1), (f)(2) and (f)(3)(C) arising out of the failure to design and construct housing in covered multifamily dwellings designed and constructed for first occupancy after March 13, 1991 at all of the Properties named here;

WHEREAS, five additional Fair Housing Groups have entered into this Agreement to resolve potential or future claims of accessibility violations of the Act that they have or might have against Properties located in their service areas;

WHEREAS, the Fair Housing Groups specifically allege that the Properties do not have:

- Adequate numbers of accessible parking spaces with access aisles and curb cuts for use by residents and visitors;
- An accessible route from pedestrian arrival areas to covered multifamily dwellings including a failure to provide curb cuts and pedestrian walkways;
- An accessible route from covered multifamily dwelling units to public and common use amenities including garages, storage areas, and pet relief areas;

- Mailboxes for covered dwelling units located within accessible reach ranges;
- An accessible route into and through covered multifamily dwelling units because there is an excessive level change and high threshold at the patio door, and because patio doors lack the required clear opening to provide an accessible route;
- Bathroom vanities in covered dwelling units with the required 30 x 48” clear floor space parallel to and centered on the sink or the required removable cabinets with finished floor space and pipe protection below the sink to permit a forward approach to the sink;
- Bathrooms with the required 30” x 48” clear floor space parallel to the shower and flush with the control wall; and/or
- Other violations as specified in the Complaint;

WHEREAS, at all times the Owners, Property Manager and Contractors and Mussachio have denied and continue to deny the allegations that they unlawfully discriminated based on disability;

WHEREAS, the Fair Housing Groups, the Owners, Property Manager and Contractors desire to resolve these claims voluntarily and without the need for expensive and possibly protracted litigation and, to that end, they have agreed to the following terms by which the Fair Housing Groups’ allegations involving the Properties are fully and finally resolved.

### **I. GENERAL TERMS OF THE SETTLEMENT AGREEMENT**

Based upon the foregoing recitals, the Parties agree as follows:

A. Definitions

1. “Guidelines” means the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991).

2. “Design Manual” means the Fair Housing Act Design Manual (1998).
3. “Properties” means the fifty properties located in New York, Ohio, Pennsylvania, Kentucky, Indiana and Missouri as identified on **Exhibit A**.
4. “Punch List” means a list of agreed alterations, modifications and retrofits for the Properties in **Exhibit B** and incorporated herein by reference and enforceable as part of this Settlement Agreement.

B. Effective Date

The Effective Date of this Agreement is the date on which the last party to the Agreement executes the Agreement. The Parties agree that this Settlement Agreement may be executed in one or more counterparts, each one of which shall be deemed to be an original, equally admissible in evidence, but all of which shall constitute one and the same instrument. Electronic or facsimile signatures may be deemed to be an original signature for all purposes.

C. Term of the Agreement

1. The Term of this Agreement is four (4) years from the Effective Date.
2. Early Termination.
3. Any Group 2 Owner (as identified on Exhibit A) may provide written notice to the Fair Housing Groups, prior to the expiration of the term of this Agreement, that such Group 2 Owner’s obligations under this Agreement have been satisfied (including completion of Punch List work, inspection thereof and correction of any deficiencies identified at the inspection, and exhaustion of the applicable Individual Unit Modification Fund in accordance with Section 4, subparagraph (a) of this Agreement). Provided such written notice includes a Satisfactory Inspection Report (defined herein) and the applicable Individual Unit Modification Fund has been

exhausted, this Agreement shall be deemed terminated as it relates to such Group 2 Owner effective as of the date of delivery of the written notice.

## II. REMEDIAL ACTIONS

### A. Accessibility at Covered Units

1. At the Properties, all ground-floor units in all non-elevator buildings and all units in buildings with elevators are “covered dwelling units” within the meaning of the Act. Each covered dwelling unit at the Properties, and the public and common-use areas at each of the Properties, are subject to the design and construction requirements of the Act.

### 2. Corrective Action at the Properties

#### a. Punch List Alterations

The Parties have agreed to a Punch List of agreed-upon alterations to improve accessibility for the exterior of the Properties. The terms of the Punch List are attached as **Exhibit B** and are incorporated herein by reference and enforceable as part of this Settlement Agreement.

#### b. Cost of Punch List Alterations

The Owners, Property Manager and Contractors estimate that the value of the agreed upon Punch List alterations at the Properties is at least \$3 million, but in any case they will make all of the required alterations identified on the Punch List. Each applicable Owner, Property Manager and Contractors shall attempt, in good faith, to minimize any inconvenience to the residents of the apartments in performing those alterations.

c. Timetable for Performing Alterations at the Properties

- i. Each Owner agrees to commence the work necessary to perform the alterations identified on the Punch List at each Property within sixty (60) days from the Effective Date. To the extent feasible, the first property that will receive the Punch list modifications will be Camillus Pointe Senior Apartments, in Camillus, New York.
- ii. Each applicable Owner agrees to notify the Fair Housing Groups in writing, within six (6) months from the Effective Date of this Agreement, of the status of the Punch List modifications and anticipated completion date of same for each Property.
- iii. The alterations on the Punch List will be completed at the Properties no later than forty-five (45) months from the Effective Date.
- iv. The dates for commencing and completing any alteration at any Property may be extended by mutual written agreement of the parties.

3. Notice of Completion and Inspection

- a. Each applicable Owner, Property Manager and Contractors agree to inform the Fair Housing Groups in writing of the completion of the agreed upon alterations from the Punch List at the Properties within thirty (30) days of the completion of the alterations at each Property.
- b. Each applicable Owner, Property Manager and Contractors agree that they will employ an independent third-party consultant mutually agreed upon by the parties to conduct an on-site inspection of the agreed upon alterations at the exterior of each Property within sixty (60) days of the completion of the alterations at the

Properties, cumulatively, and to prepare a written report describing the alterations and whether or not the alterations comply with the modifications agreed to by the Parties on the Punch List. Inasmuch as items 8, 9 and 10 on the Punch List are policy changes and not physical alterations, the inspection report shall not include them. The report shall be provided to the Fair Housing Groups within fifteen (15) days of its submission by the consultant. The Parties agree that Kessler McGuinness & Associates, LLC is an acceptable independent third-party consultant.

- c. If this inspection report indicates that any of the required alterations have not been made as specified herein, the applicable Owner, Property Manager and Contractors agree to (1) correct any deficiencies within thirty (30) days of that notice or the time allowed by the original timeline, whichever is later, and (2) provide documentary and photographic evidence of the correction of such alterations to the Fair Housing Groups. If the inspection report indicates that all of the required alterations for the applicable Property have been made (a “Satisfactory Inspection Report”), the obligations of the applicable Owner under this Agreement shall be deemed satisfied.
4. Individual Unit Modifications Upon Request and Notice to Residents
    - a. Individual Unit Modification Fund
      - i. Each Owner, Property Manager and Contractors agree to provide an Individual Unit Modification Fund to increase accessibility generally for residents of the Properties and, where feasible, to perform Individual Unit Modifications for individual residents or potential residents. The Owners,

Property Manager and Contractors will establish the Individual Unit Modification Fund, in interest-bearing accounts (allocated as further detailed below), as follows:

1. Fund \$1,125,000 within ten (10) days of the Effective Date of this Agreement;
  2. Fund \$1,125,000 on or before July 1, 2023; and
  3. Fund \$1,125,000 on or before July 1, 2024.
- ii. On each of such dates, Group 1 (as identified on Exhibit A) is responsible to fund \$810,000, Group 2 (as identified on Exhibit A) is responsible to fund \$225,000, Group 3 (as identified on Exhibit A) is responsible to fund \$67,500 and Group 4 (as identified on Exhibit A) is responsible to fund \$22,500, severally.
- iii. The Individual Unit Modification funds will be administered separately for each Group as set forth on **Exhibit A**, and within Group 2 the fund will be further allocated and administered separately on a property-by-property basis, with \$67,500 per property therein being limited to use at each specific Group 2 property.
1. Within Group 1, the funds may be used to apply to requests for interior modifications as requested regardless of how many requests or amounts are expended at an individual property, up to the total amount of funds allocated for Group 1 (\$2,430,000).
  2. Within Group 3, the funds may be used to apply to requests for interior modifications as requested regardless of how many requests or amounts are expended at an individual property, up to



the total amount of funds allocated for Group 3 (\$202,500).

3. Group 4 funds may be used to apply to requests for interior modifications as requested regardless of how many requests or amounts are expended at an individual property, up to the total amount of funds allocated for Group 4 (\$67,500).
- b. Funds will be deposited prior to the dates in the above schedule if the balance is exhausted and additional funds are needed before the next deposit date, and also may be added to fund the balance that remains outstanding for any specific Group, or individual Property identified in Group 2.
- c. The Individual Unit Modification Fund will be used to pay for Individual Unit Modifications at each applicable Property at the request of tenants who seek one or more Individual Unit Modifications on account of their disability or on account of the disability of a member of their household as further detailed below.
- d. The Individual Unit Modification Fund is separate and apart from the sums to be expended by each applicable Owner, Operator and Contractors in connection with completing the items on the Punch List.
- e. Individual Unit Modification Fund Exhaustion
  - i. The Individual Unit Modification funds for Group 2, if not exhausted after three (3) years from the Effective Date of this Agreement, shall be spent by the respective Owners of the Properties in Group 2 for the purposes of improving accessibility of their interior units.

ii. The Individual Unit Modification funds for Group 1, Group 3 and Group 4 will continue until they are each exhausted, including after the expiration of the term of this Agreement.

f. Notice to Residents

Each applicable Each Owner will send a written notice to each household in a Property within thirty (30) days from the Effective Date informing the household of the availability of Individual Unit Modifications under this Settlement Agreement and notifying the leaseholder that he or she may, on account of his or her own disability or the disability of a household member, request that one or more of the Individual Unit Modifications be performed in his or her unit without charge on an expedited basis by making a written request pursuant to the notice.

g. The modifications that a current resident may request to individual units shall be listed in the notice as follows (“Individual Unit Modifications”):

- 1) The addition of grab bars in one or more bathrooms.
- 2) Replacement of vanities and sinks in bathrooms with pedestal sinks or with ADA compliant wall hung sinks based on the resident’s preference.
- 3) Installation of shower chairs or benches in showers in apartments.
- 4) Installation of hand-held showers for use in showers in apartments.
- 5) Installation of a roll-in shower.
- 6) Removal of wing wall that limits shower access in bathrooms.
- 7) Lowered (to 29”) or heightened (to 36”) countertops in kitchens for use by persons with disabilities.
- 8) Replacement of stoves in kitchens with stoves that have controls on the front

rather than on the back.

- 9) Replacement or remediation of sliding doors at patios and balconies with doors to provide clear openings of at least a nominal 32 inches and accessible thresholds no higher than  $\frac{3}{4}$ " , beveled, or  $\frac{1}{2}$ " unbeveled.
  - 10) Provide an accessible route (short ramp will be acceptable) from a sliding patio door to access a patio or balcony.
  - 11) Widen in-unit interior doorways needed for access by larger wheelchairs.
  - 12) Lowering of thermostats and light switches so all operable parts are at 48" or lower.
  - 13) Provide smoke detectors and alarms with audible and visible signals.
  - 14) Action sufficient to remedy an element in an individual unit that is non-compliant with the Act, in a manner to be determined in the discretion of the applicable Owner consistent with the requirements of the Act.
- h. Individual Unit Modifications performed and funded pursuant to this Agreement will be made without cost to any resident or applicant and will be performed at a time that is mutually agreeable between the applicable Owner, Property Manager and Contractor and the resident.
- i. Each person who rents a unit at any Property effective on a date that is within the later of (1) the Term of the Agreement, or (2) the period during which unexpended funds remain in the Individual Unit Modification Fund, shall be notified at the date of the lease signing or within thirty (30) days of the initial lease date that she or he may request that Individual Unit Modifications needed because of disability may be made, consistent with this Agreement. The

notification shall be in the form attached here as **Exhibit C**. This notice shall not be required to be sent to a tenant whose lease term begins on or after the date on which the Individual Modification Fund applicable to that particular Property has been exhausted.

- j. Each Owner will provide the Fair Housing Groups with information about the Individual Unit Modifications provided as a result of this Agreement one (1) year after the Effective Date of this Agreement and every six (6) months thereafter, in the form of a list that includes the name of the apartment complex, the address, the apartment number and a description of the modification provided under the Agreement.
- k. Nothing in this Agreement affects the right of any current or future resident to request and receive approval for a reasonable accommodation or reasonable modification consistent with the provisions of the Fair Housing Act.

5. Sale or Transfer of an Ownership Interest in the Properties

The sale or transfer, in whole or in part, of an ownership interest in the Properties shall not affect the applicable Owner's or Property Manager's or Contractor's obligation to complete the alterations and modifications at their corresponding Properties agreed to under this Settlement Agreement. Should the Owners sell or transfer any ownership interest in a Property prior to the completion of the alterations provided for under this Settlement Agreement, the Owners will provide written notice to each buyer or transferee that the Owners are required to complete the alterations pursuant to this Settlement Agreement. The Owners shall either complete the alterations prior to the sale or transfer of the Property or obtain written consent of the

new buyer(s)/transferee(s) to have these alterations performed within the time frame allotted herein at the subject Property after the new owner takes possession of the Property. Not later than fourteen (14) days after such sale or transfer, Owners agree to notify the Fair Housing Groups in writing of actions that they have taken in accord with this provision.

B. Training

All employees of the Property Manager and Contractors whose positions require them to be involved with the design or construction of multifamily housing (including Project Managers, Pre-Construction staff, VP of Construction, VP of Development, Site Superintendents, and Development Directors) shall complete a 2.5-hour course presented by a mutually agreed upon trainer on the design and construction requirements of the Fair Housing Act within sixty (60) days from the Effective Date. This training shall also include a discussion of the provisions of this Agreement. The cost of the training shall be borne by the Owners, Property Manager and Contractors.

C. Default

Notwithstanding anything to the contrary contained herein, no Party shall be liable for any default of another Party under this Agreement.

### **III. SETTLEMENT PAYMENTS**

Owners, Property Manager and Contractors agree to make a Settlement Payment to the Fair Housing Groups no later than fifteen (15) days after the Effective Date in the amount of \$750,000.00 as compensation to the Fair Housing Groups, including attorneys' fees, costs, and

litigation expenses. Payment will be made by check payable to Relman Colfax PLLC, 1225 19th St. NW, Suite 600, Washington, DC 20036.

The Group 2 Owners of Lyndon Square Senior Apartments, Meridian Hills Senior Apartments, Preston Village Senior Apartments, Tucker Station Senior Apartments and Glenmary Grove Senior Apartments agree to make a Settlement Payment to Lexington Fair Housing Council, Inc. no later than fifteen (15) days after the Effective Date in the total amount of \$25,000.00 as compensation, including attorneys' fees and costs. Payment will be made by check payable to Relman Colfax PLLC, 1225 19th St. NW, Suite 600, Washington, DC 20036.

The Group 1 Owner of Glenwood Square agrees to make Settlement Payments to 1) Fair Housing Advocates Association, Inc., and 2) Fair Housing Contact Service, Inc., no later than fifteen (15) days after the Effective Date in the amount of \$10,000.00 each as compensation, including attorneys' fees and costs. Payment will be made by checks payable to Fair Housing Advocates Association, Inc., 520 S Main St Ste 2453, Akron OH 44311 and to Fair Housing Contact Services, Inc., 441 Wolf Ledges Pkwy #200, Akron, OH 44311.

#### **IV. MUTUAL RELEASES**

##### **A. General Releases of All Claims**

1. Upon the Effective Date of this Agreement, in exchange for, and in consideration of, the payments, alterations, benefits, and other commitments described herein, each of the Fair Housing Groups, on behalf of themselves, and each of their respective principals, managers, partners, officers, directors, employees, executors, owners, investors, shareholders, administrators, affiliates, divisions, parents, subsidiaries, predecessors, successors, and assigns and anyone who claims or may claim by and/or through any of the foregoing and/or in their stead (collectively, the "Fair Housing

Group Releasers”), does hereby fully and forever release, remise, acquit, and discharge each of the Owners, Property Manager and Contractors, and each of their respective current and/or former heirs, family members, executors, owners, principals, managers, members, partners, officers, directors, employees, investors, shareholders, administrators, agents, attorneys, legal representatives, insurers, accountants, affiliates, divisions, parents, subsidiaries, related entities, predecessors, successors and assigns (the “Defendant Released Parties”), of and from any and all claims, duties, suits, debts, demands, damages, liens, liabilities, losses, obligations or causes of action in law or equity of any kind or nature whatsoever, whether presently known or unknown, suspected or unsuspected, foreseen or unforeseen, disclosed or undisclosed, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, potential or actual, that any of the Fair Housing Group Releasers possess, have possessed, or may possess, arising until the Effective Date, relating in any way to the design and/or construction of any of the Properties, including without limitation to any alleged violations of the design and construction requirements of the Act, the New York Human Rights Law, or any other applicable law or regulation relating to accessibility, and/or to any other allegation set forth in the Complaint or this Agreement (collectively, the “Fair Housing Group Released Claims”); provided, however, that the Fair Housing Group Released Claims shall not include, and the Fair Housing Groups shall not hereby be deemed to have released (1) any claim or defense that was or could have been asserted in the civil action captioned *CNY Fair Housing Inc., et al. v. WellClover Holdings LLC et al.*, Case No. 5: 21-cv-361 (BKS/ML) (the Parties agree that the claim referenced in this clause (1) does not relate to or have any connection with the design and construction of any

Property or any claim or matter relating thereto, and that all design, construction and related claims for each Property are fully and finally resolved and released pursuant to this Agreement) and (2) any claims or rights any of the Fair Housing Group Releasors may have against any Owner, Property Manager and Contractors that are based upon a breach or non-performance of this Agreement.

2. Each Owner, Property Manager and Contractors and each of their constituent entities (the “Defendant Releasors”) fully release, acquit, and forever discharge the Fair Housing Groups and their officers, directors, shareholders, partners, employees, managers, members, and insurers, past and present, as of the Effective Date from any and all claims, liabilities, causes of action, damages, costs, attorneys’ fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, as of the Effective Date that Owners or Property Manager or Contractors may now have or have ever had relating to the allegations in this Agreement, and hereby specifically waive and release all such claims (collectively, the “Defendant Released Claims”); provided, however, that the Defendant Released Claims shall not include and the Defendant Releasors shall not be deemed to have released (1) any claim or defense that was or could have been asserted in the civil action captioned *CNY Fair Housing Inc., et al. v. WellClover Holdings LLC et al.*, Case No. 5: 21-cv-361 (BKS/ML) (the Parties agree that the claim referenced in this clause (1) does not relate to or have any connection with the design and construction of any Property or any claim or matter relating thereto, and that all design, construction and related claims for each Property are fully and finally resolved and released pursuant to this Agreement) and (2) any claims or rights



any of the Defendant Releasers may have against the Fair Housing Groups that are based upon a breach or non-performance of this Agreement

- B. Nothing in the above releases shall be construed as any party to this Agreement releasing any claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that any party to this Agreement may have against Mussachio Architects, P.C., or Marc Mussachio.

## V. MISCELLANEOUS PROVISIONS

1. Binding Effect

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors, and assigns.

2. Enforceability

The parties to this Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Settlement Agreement prior to bringing such matters to the Court for resolution. In the event of a failure by either party, whether willful or otherwise, to perform in a timely manner any act required by this Settlement Agreement, any party may move this Court, within four (4) years of the Effective Date, to reopen the case and impose any remedy authorized by law or equity.

3. Controlling Law

This Settlement Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to conflict of law principles. Any

action regarding this Settlement Agreement or arising out of its terms and conditions shall be instituted and litigated in the State of New York. Any Owner, Property Manager and Contractors over which the court does not have jurisdiction do not consent to the application of New York law on any basis, other than specifically in connection with and limited to the extent of enforcement of this Agreement. In entering into this Agreement, each Owner, Property Manager and Contractors do not agree to submit to the jurisdiction of any New York state or federal court for any purpose other than enforcement of a claim pursuant to section V.B.2 of this Agreement. Each Owner, Property Manager and Contractors expressly reserve all objections they may have to the exercise of jurisdiction over them by any New York state or federal court.

4. Costs and Expenses

Each Owner, Property Manager and Contractors and except as provided herein, Fair Housing Groups, shall bear their own attorneys' fees and costs arising out of and/or relating to this matter.

5. Deadlines

All deadlines and dates for performance by the Parties under this Settlement Agreement may be extended or modified by mutual written agreement between the Parties, and without consent of the other party for the period of time any force majeure event was in existence. For purposes of hereof, force majeure includes (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics, pandemics, or quarantines; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other

civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) any other similar events or circumstances beyond the reasonable control of the impacted party.

6. Severability

Each provision and term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable. In the event any provision or term of this Settlement Agreement is determined to be, or is rendered, invalid or unenforceable, all other provisions or terms of this Settlement Agreement shall remain unaffected to the extent permitted by law.

7. Notice to the Parties

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

- a. Notices to the Fair Housing Groups shall be sent to: Sara Pratt, Relman Colfax PLLC, 1225 19<sup>th</sup> Street NW, Suite 600, Washington, DC 20036, and via email at [spratt@relmanlaw.com](mailto:spratt@relmanlaw.com).
- b. Notices to Owners, Property Manager and Contractors shall be sent to:

Gregory Photiadis, Esq., and Elizabeth Kraengel, Esq., Duke Holzman  
Photiadis & Gresens LLP, 701 Seneca Street, Suite 750, Buffalo, NY 14210  
and via email at [gpp@dhpqlaw.com](mailto:gpp@dhpqlaw.com); [ekraengel@dhpqlaw.com](mailto:ekraengel@dhpqlaw.com).

8. Discontinuance of Action

Upon execution of this Agreement, the Parties shall file a Notice of Settlement of the matter of *CNY Fair Housing, Inc. et al v. Clover Construction Management, Inc., et al*, Civ. Case No. 5-22-cv-278 (GTS/ATB) in the Northern District of New York and ask the Court to retain jurisdiction for the term of the Agreement. Any Owners, Property Manager and Contractors over whom the court does not have jurisdiction do not consent to the jurisdiction of the court on any basis, other than specifically in connection with and to the limited extent of enforcement of this Agreement. Upon the expiration of the term of this Agreement as to all Properties, provided that there is no pending action to enforce this Agreement, the Parties shall file a Stipulated Order of Dismissal, with prejudice in the form annexed hereto as **Exhibit D**.

9. Entire Agreement

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

Agreed to by the Parties as indicated by the signatures appearing below:

**FAIR HOUSING GROUPS**

CNY Fair Housing, Inc.  
*Plaintiff*

By: *Sally Santangelo* Date: Aug 3, 2022

Name: Sally Santangelo

Title: Authorized Representative

Housing Opportunities Made Equal of Buffalo, Inc.  
*Plaintiff*

By: *DeAnna Eason* Date: Aug 3, 2022  
DeAnna Eason (Aug 3, 2022 12:51 EDT)

Name: Deanna Eason

Title: Authorized Representative

Housing Research & Advocacy Center, Inc.  
d/b/a Fair Housing Center for Rights & Research, Inc.  
*Plaintiff*

By: *Kris Keniray* Date: Aug 3, 2022

Name: Kris Keniray

Title: Authorized Representative

Fair Housing Opportunities of Northwest Ohio d/b/a The Fair Housing Center  
*Plaintiff*

By: *George Thomas* Date: Aug 3, 2022  
George Thomas (Aug 3, 2022 13:34 EDT)

Name: George Thomas

Title: General Counsel and Authorized Representative

Housing Opportunities Made Equal of Greater Cincinnati, Inc.  
*Plaintiff*

By:  \_\_\_\_\_ Date: Aug 3, 2022

Name: Elisabeth Risch

Title: Authorized Representative

Fair Housing Center of Central Indiana, Inc.  
*Plaintiff*

By:  \_\_\_\_\_ Date: Aug 3, 2022

Name: Amy Nelson

Title: Authorized Representative

The Fair Housing Partnership of Greater Pittsburgh, Inc.  
*Plaintiff*

By:  \_\_\_\_\_ Date: Aug 3, 2022

Name: Megan Confer-Hammond

Title: Authorized Representative

The Fair Housing Resource Center, Inc.

By:  \_\_\_\_\_ Date: Aug 3, 2022

Name: Patricia Kidd

Title: Authorized Representative

The Miami Valley Fair Housing Center, Inc.

By: Miranda Wilson Date: Aug 3, 2022

Name: Miranda Wilson

Title: Authorized Representative

Fair Housing Contact Services, Inc.

By: [Signature] Date: Aug 4, 2022

Name: Tamala Skipper

Title: Authorized Representative

Fair Housing Advocates Association, Inc.

By: Vince Curry Date: Aug 4, 2022

Name: Vince Curry

Title: Authorized Representative

Lexington Fair Housing Council, Inc.

By: Art Crosby Date: Aug 4, 2022

Name: Art Crosby

Title: Authorized Representative

**DEFENDANTS AND GROUPS 1-4**

Clover Construction Management, Inc.  
*Defendant*

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

Date: 8.4.2022

Name: Michael L. Joseph

Title: President

Clover Management, Inc.  
*Defendant*

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

Date: 8.4.2022

Name: Michael L. Joseph

Title: President

Clover Construction Management West, Inc.  
*Defendant*

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

Date: 8.4.2022

Name: Michael L. Joseph

Title: President

Wellclover Holdings LLC  
*Defendant*

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

Date: \_\_\_\_\_

Name: Mary Ellen Pisanelli

Title: Authorized Representative



**DEFENDANTS AND GROUPS 1-4**

Clover Construction Management, Inc.  
*Defendant*

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

Name: Michael L. Joseph

Title: President

Clover Management, Inc.  
*Defendant*

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

Name: Michael L. Joseph

Title: President

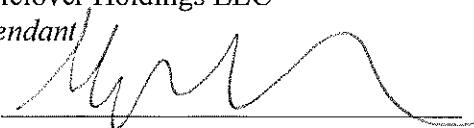
Clover Construction Management West, Inc.  
*Defendant*

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

Name: Michael L. Joseph

Title: President

Wellclover Holdings LLC  
*Defendant*

By:  \_\_\_\_\_ Date: 8/3/2012

Name: Mary Ellen Pisanelli

Title: Authorized Representative

## **GROUP 1**

Clover Communities Brighton LLC  
(#1 on Exhibit A)

Clover Communities Bethel Park LLC  
(#2 on Exhibit A)

Clover Communities Fries, LLC  
*Defendant* (#3 on Exhibit A)

Wellclover Holdings LLC  
fka Clover Communities Salina LLC  
(#4 on Exhibit A)

Clover Communities Camillus LLC  
*Defendant* (#5 on Exhibit A)

WELL 1031 Holdco 1 LLC  
d/b/a Carlton Hollow Apartments  
*Defendant* (#6 on Exhibit A)

Wellclover Holdings LLC  
fka Clover Communities Crestmount LLC  
(#7 on Exhibit A)

Clover Communities Independence LLC  
(#8 on Exhibit A)

Clover Communities Hamilton LLC  
(#9 on Exhibit A)

Wellclover Holdings LLC  
fka Clover Communities Fairfield LLC  
(#10 on Exhibit A)

Wellclover Holdings LLC  
fka Clover Communities Reminderville LLC  
(#11 on Exhibit A)

Clover Communities Scranton, LLC  
(#12 on Exhibit A)

Clover Communities Harborcreek, L.P.  
(#13 on Exhibit A)

Clover Communities Painesville LLC  
(#14 on Exhibit A)

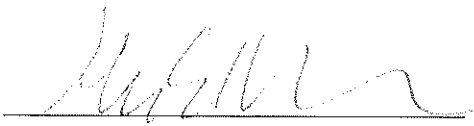
Wellclover Holdings LLC  
fka Clover Communities Medina LLC  
(#15 on Exhibit A)

Wellclover Holdings LLC  
fka Clover Communities Union LLC  
(#16 on Exhibit A)

Clover Communities Sylvania LLC  
(#17 on Exhibit A)

Clover Communities North Fayette, LLC  
(#18 on Exhibit A)

Clover Communities Beaver creek LLC  
(#19 on Exhibit A)  
Clover Communities Lancaster, LLC  
*Defendant* (#20 on Exhibit A)  
Clover Communities Lorain LLC  
(#21 on Exhibit A)  
Wellclover Holdings LLC  
fka Clover Communities Clay LLC  
(#22 on Exhibit A)  
Clover Communities New Hartford, LLC  
*Defendant* (#23 on Exhibit A)  
Clover Communities Taylor LLC  
(#24 on Exhibit A)  
Wellclover Holdings LLC  
fka Lackawanna Senior Housing LP  
(#25 on Exhibit A)  
Wellclover Holdings LLC  
fka Clover Communities Parma LLC  
(#26 on Exhibit A)  
Clover Communities Johnson City, LLC  
*Defendant* (#27 on Exhibit A)  
Wellclover Holdings LLC  
fka North Tonawanda Senior Housing L.P.  
(#28 on Exhibit A)  
Wellclover Holdings LLC  
fka West Seneca Mews, L.P.  
(#29 on Exhibit A)  
Clover Communities Berea LLC  
(#30 on Exhibit A)  
Clover Communities Southwestern LLC  
*Defendant* (#31 on Exhibit A)  
Wellclover Holdings LLC  
fka Clover Communities Strongsville LLC  
(#32 on Exhibit A)  
Clover Communities Sweethome LLC  
*Defendant* (#33 on Exhibit A)  
Wellclover Holdings LLC  
fka Clover Communities Roll LLC  
(#34 on Exhibit A)  
Wellclover Holdings LLC  
fka Union Square West Seneca Partners L.P.  
(#35 on Exhibit A)  
Wellclover Holdings LLC  
fka Clover Communities Willoughby LLC  
(#36 on Exhibit A)

By:  Date: 8/3/2022

Name: Mary Ellen Pisanelli

Title: Authorized Representative for Owning Entities of Properties #'s 1-36 on Exhibit A

**GROUP 2**

Clover Communities Robinson LLC

(#37 on Exhibit A)

Clover Communities McCordsville LLC

(#38 on Exhibit A)

Clover Communities Bardstown LLC

(#39 on Exhibit A)

Clover Communities Ormsby LLC

(#40 on Exhibit A)

Clover Communities Urton LLC

(#41 on Exhibit A)

Clover Communities Indianapolis LLC

(#42 on Exhibit A)

Clover Communities Southpoint LLC

(#43 on Exhibit A)

Clover Communities Hempfield LLC

(#44 on Exhibit A)

Clover Communities Tucker LLC

(#45 on Exhibit A)

Clover Communities Hendricks LLC

(#46 on Exhibit A)

By: CRP/CLOVER VENTURE, LLC, its sole member

By: Clover Communities Holdings, LLC, its authorized member

By: Clover Communities V Manager, LLC, its Manager

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

Name: Michael L. Joseph

Title: Manager

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

Name: Mary Ellen Pisanelli

Title: Authorized Representative for Owning Entities of Properties #'s 1-36 on Exhibit A

**GROUP 2**

Clover Communities Robinson LLC

(#37 on Exhibit A)

Clover Communities McCordsville LLC

(#38 on Exhibit A)

Clover Communities Bardstown LLC

(#39 on Exhibit A)

Clover Communities Ormsby LLC

(#40 on Exhibit A)

Clover Communities Urton LLC

(#41 on Exhibit A)

Clover Communities Indianapolis LLC

(#42 on Exhibit A)

Clover Communities Southpoint LLC

(#43 on Exhibit A)

Clover Communities Hempfield LLC

(#44 on Exhibit A)

Clover Communities Tucker LLC

(#45 on Exhibit A)

Clover Communities Hendricks LLC

(#46 on Exhibit A)

By: CRP/CLOVER VENTURE, LLC, its sole member

By: Clover Communities Holdings, LLC, its authorized member

By: Clover Communities V Manager, LLC, its Manager

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

Name: Michael L. Joseph

Title: Manager

**GROUP 3**

Clover Communities Olmsted Falls LLC

(#47 on Exhibit A)

Clover Communities Rossford LLC

(#48 on Exhibit A)

Clover Communities Miamisburg LLC

(#49 on Exhibit A)

By: Clover Communities GP II LLC, its Manager

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

Name: Michael L. Joseph

Title: Manager

**GROUP 4**

Jill Joseph Tower LLC

d/b/a Jill Joseph Tower Senior Apartments

Defendant (#50 on Exhibit A)

By: Jill Joseph LLC, its Manager

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

Name: Michael L. Joseph

Title: Manager

## **EXHIBIT A**

#	Property	Owner	Address	County	State	C of O	Architect
<b>GROUP 1</b>							
1*	Beaver Run Senior Apartments	Clover Communities Brighton LLC	1195 Western Ave	Beaver	PA	(unopened)	Mussachio Architects P.C.
2	Berkel Square Senior Apartments	Clover Communities Berkel Park LLC	631 McMurray Road	Allegheny	PA	8/30/2019	Mussachio Architects P.C.
3	Brighton Square Senior Apartments	Clover Communities Fries, LLC	300 Fries Rd	Erie	NY	3/17/2011	Sivestri Architects, P.C.
4	Buckley Square Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Salina LLC)	6715 Buckley Rd	Onondaga	NY	6/11/2012	Sivestri Architects, P.C.
5	Camillus Point Senior Apartments	Clover Communities Camillus LLC	3877 Milton Ave	Onondaga	NY	5/21/2014	Mussachio Architects P.C.
6	Carlton Hollow Senior Apartments	WELL-1031 Holdco 1 LLC	2000 Carlton Hollow Way	Saratoga	NY	Buildings - 1000 and 3000 - 5/11/17 (searching for Building 2000)	Unknown
7	Crestmount Square Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Crestmount LLC)	285 Crestmount Ave	Erie	NY	1/30/2007	Sivestri Architects, P.C.
8	Eastland Court Senior Apartments	Clover Communities Independence LLC	19301 East Eastland Center Ct	Jackson	MO	3/25/2019	Mussachio Architects P.C.
9	Eden Park Senior Apartments	Clover Communities Hamilton LLC	1740 Eden Park Drive	Builer	OH	5/3/2019	Mussachio Architects P.C.
10	Fairfield Village Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Fairfield LLC)	520 Patterson Blvd	Builer	OH	5/3/2019	Mussachio Architects P.C.
11	Glenwood Square Apartments	Wellclover Holdings LLC (fka Clover Communities Reminderville LLC)	3092 Mendal Lane	Summit	OH	10/3/2016	Mussachio Architects P.C.
12	Green Ridge Senior Apartments	Clover Communities Scranton, LLC	1651 Dickson Ave	Lackawanna	PA	7/16/2014	Mussachio Architects P.C.
13	Harbor Creek Senior Apartments	Clover Communities Harborcreek, LP.	4400 East Lake Rd	Erie	PA	8/16/2013	W.L. Henderson, Architect
14*	Hesley Park Senior Apartments	Clover Communities Painesville LLC	1304 Jackson St	Lake	OH	(unopened)	Mussachio Architects P.C.
15	Huntington Square Apartments	Wellclover Holdings LLC (fka Clover Communities Medina LLC)	699 North Huntington St	Medina	OH	8/17/2017	Mussachio Architects P.C.
16	Ivy Pointe Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Union LLC)	732 Clough Pike	Hamilton	OH	10/12/2018	Mussachio Architects P.C.
17	Kings Pointe Senior Apartments	Clover Communities Sylvania LLC	4120 King Rd	Lucas	OH	5/29/2019	Mussachio Architects P.C.
18	Lafayette Square Senior Apartments	Clover Communities North Fayette, LLC	7420 Steubenville Pike	Allegheny	PA	10/18/2017	Mussachio Architects P.C.
19	Lakeview Senior Apartments	Clover Communities Beaver Creek LLC	2475 Lillian Lane	Greene	OH	10/7/2021	Mussachio Architects P.C.
20	Lancaster Commons Senior Apartments	Clover Communities Lancaster, LLC	18 Pavement Rd	Erie	NY	10/5/2010	Sivestri Architects, P.C.
21	Lorain Point Senior Apartments	Clover Communities Lorain LLC	5401 North Point Pkwy	Lorain	OH	7/9/2018	Mussachio Architects P.C.
22	Morgan Square Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Clay LLC)	8547 Morgan Rd	Onondaga	NY	8/6/2014	Mussachio Architects P.C.
23	New Hartford Square	Clover Communities New Hartford, LLC	4770 Middle Settlement Rd	Oneida	NY	5/28/2015	Sivestri Architects, P.C.
24	Oak Hill Senior Apartments	Clover Communities Taylor LLC	512 Oak Street	Lackawanna	PA	3/9/2020	Mussachio Architects P.C.
25	Orchard Ridge Senior Apartments	Wellclover Holdings LLC (fka Lackawanna Senior Housing LP)	133 Orchard Pl	Erie	PA	6/27/2002	Carmina Sivestri Architects, PC
26	Panna Village Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Parma LLC)	11600 Huffman Rd	Cuyahoga	OH	8/31/2016	W.L. Henderson, Architect
27	Reynolds Pointe Senior Apartments	Clover Communities Jonison City, LLC	1035 Anna Maria Drive	Broome	NY	5/25/2012	Mussachio Architects P.C.
28	Sandra Lane Senior Apartments	Wellclover Holdings LLC (fka North Tonawanda Senior Housing L.P.)	705 Sandra Ln	Erie	NY	5/19/2005	Sivestri Architects, P.C.
29	Seneca Pointe Senior Apartments	Wellclover Holdings LLC (fka West Seneca Mews, L.P.)	1187 Orchard Park Rd	Erie	NY	7/20/1999	Sivestri Architects, P.C.
30*	Sheldon Square Senior Apartments	Clover Communities Berea LLC	125 Sheldon Rd	Cuyahoga	OH	(unopened)	Mussachio Architects P.C.
31	South Pointe Senior Apartments	Clover Communities Southwestern LLC	4600 Southwestern Blvd	Erie	NY	12/18/2007	Sivestri Architects, P.C.
32	Southpark Square Apartments	Wellclover Holdings LLC (fka Clover Communities Strongsville LLC)	15100 Howe Rd	Cuyahoga	OH	6/28/2017	Mussachio Architects P.C.
33	Sweet Home Senior Apartments	Clover Communities Sweethome LLC	1880 Sweet Home Rd	Erie	NY	10/2/2012	W.L. Henderson, Architect
34	Transit Pointe Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Roll LLC)	8040 Roll Rd	Erie	NY	6/19/2015	W.L. Henderson, Architect
35	Union Square Senior Apartments	Wellclover Holdings LLC (fka Union Square West Seneca Partners L.P.)	2341 Union Rd	Erie	NY	6/29/2007	Sivestri Architects, P.C.
36	Willoughby Hills Senior Apartments	Wellclover Holdings LLC (fka Clover Communities Willoughby LLC)	35100 Chardon Rd	Lake	OH	6/1/2016	Mussachio Architects P.C.
<b>GROUP 2</b>							
37	Cedar Ridge Senior Apartments	Clover Communities Robinson LLC	319 Cedar Ridge Dr	Allegheny	PA	12/15/2020	Mussachio Architects P.C.
38*	Gardens on Gateway	Clover Communities McCordsville LLC	7357 N. Gateway Crossing Blvd	McCordsville	IN	(unopened)	Mussachio Architects P.C.
39*	Glenmary Grove Senior Apartments	Clover Communities Barstowm LLC	8700 Old Barstowm Rd	Jefferson	KY	(unopened)	Mussachio Architects P.C.
40	Lyndon Square Senior Apartments	Clover Communities Ormsby LLC	911 Ormsby Lane	Jefferson	KY	10/29/2020	Mussachio Architects P.C.
41*	Meridian Hills Senior Apartments	Clover Communities Union LLC	425 Weiridian Hills Dr	Jefferson	KY	(unopened)	Mussachio Architects P.C.
42	Pleasant Run Senior Apartments	Clover Communities Indianapolis LLC	4701 Todd Rd	Marion	IN	7/15/2020 (final inspection date; no formal C of O)	Mussachio Architects P.C.
43	Preston Village Senior Apartments	Clover Communities Southpoint LLC	5185 Southpoint Drive	Jefferson	KY	3/25/2021	Mussachio Architects P.C.
44	Towne Square Senior Apartments	Clover Communities Hemfield LLC	1043 Towne Square Drive	Westmoreland	PA	2/11/2021	Mussachio Architects P.C.
45	Tucker Station Senior Apartments	Clover Communities Tucker LLC	1412 Tucker Station Rd	Jefferson	KY	2/16/2021	Mussachio Architects P.C.
46*	Wynbrooke Senior Apartments	Clover Communities Hendricks LLC	10318 E. County Road	Marion	IN	(unopened)	Mussachio Architects P.C.
<b>GROUP 3</b>							
47	Olmsted Falls Senior Apartments	Clover Communities Olmsted Falls LLC	9299 Columbia Rd	Cuyahoga	OH	6/29/2020	Mussachio Architects P.C.
48	Simmons Crossing Senior Apartments	Clover Communities Rossford LLC	27480 Simmons Road	Wood	OH	2/11/2021	Mussachio Architects P.C.
49	Sycamore Creek Senior Apartments	Clover Communities Miamisburg LLC	2125 Maue Rd	Montgomery	OH	4/2/2020	Mussachio Architects P.C.
<b>GROUP 4</b>							
50	Jill Joseph Senior Apartments	Jill Joseph Towers LLC	66 Custer St	Erie	NY	11/3/1997	Stieglitz Snyder Architecture

\*Indicates property is not opened



**EXHIBIT B**

**[PUNCH LIST REMEDIAL ACTIONS]**

## **PUNCH LIST REMEDIAL ACTIONS**

The Remedial Actions described here will be undertaken (to the extent not already in place) at each of the Properties consistent with the standards and interpretations contained in the Fair Housing Act Accessibility Guidelines, 56 Federal Register 9472-9515, 24 CFR Chapter I, Subchapter A, Appendix II and III, and one of the adopted “safe harbors” as the technical standard intended to meet the design and construction requirements of the Fair Housing Act. The selected safe harbor may vary between the Fair Housing Act Design Manual or another safe harbor, such as the 2009 Edition of the International Code Council (ICC) Accessible and Usable Building and Facilities Standard depending on the jurisdiction where the subject Property is located (each of which have adopted some version of the International Building Code (2012, 2015, or 2018) that references ICC/ ANSI A117.1-2009. Selections of standards at a Property may not be made from more than one safe harbor.

Standard industry construction tolerances may apply on a case-by-case basis considering the design, the materials and methods, and the specific field conditions.

1. Provide an accessible route from pedestrian arrival areas (parking lots, adjacent public street having a sidewalk, or bus stop), which meets the requirements specified in item # 4 below, to each covered dwelling unit.
2. Provide an accessible route near each of two (2) side (non-main) entrances to the building, which meet the requirement specified in item # 4 below, from the parking lot to the side entrances (i.e., curb cut and connecting sidewalks).
3. Add removable temporary rubber car blocks at accessible parking locations adjacent to sidewalks to prevent vehicles from blocking accessible routes.
4. Remove and replace sidewalks to provide an accessible route throughout public and common use areas that includes ANSI/ A117.1 compliant slopes (max 3% cross slope and max. 6% running slope), ramps (max. 2% cross slope and max. 8.33% running slope with level landings max. 2% and compliant handrails/ handrail extensions), and curb ramps that include a landing and with a slope of no more than 5% at curb cuts intersecting walkways, a level change of no more than ¼” vertical rise or ½ inch beveled with a maximum 1:2 slope, flared sides at curb ramps sloped no greater than 10% and designated cross walks across areas as part of an accessible route to parking areas, garages, adjacent public street having a sidewalk, or bus stop. If existing elevations or other physical barriers or legal restrictions, all of which are beyond the reasonable control of the applicable Owner, preclude installation of a direct accessible route with a slope of a grade of 8.33% or less, then an acceptable alternative is to provide access via a vehicular route so long as accessible parking spaces and curb ramps are provided at the public and common use areas.

5. Provide at least one accessible route, which meets the requirements specified in item # 4 above, to all common use amenities including but not limited to community rooms, garages, storage areas, picnic tables, and dog parks, where they exist.
6. Consistent with the requirements of the Americans with Disabilities Act, Title III, provide at least one van accessible parking space at each rental office with a curb cut and appropriate signage. The van space can be either 132” with a 60” access aisle or 96” with a 96” access aisle.
7. Ensure that exterior public and exterior common use doorways (i.e., the side (non-main) entrances) located at the end of hallways and used by residents to enter and exit the building have a clear opening of at least 32 inches and have accessible hardware.
8. Assure that accessible parking spaces are not blocked by vehicles by establishing and enforcing such a policy throughout each Property.
9. Assure that parked cars do not block sidewalks by establishing and enforcing a policy that prohibits and provides for enforcement of a requirement that parked cars blocking sidewalks will be fined and towed.
10. Make available mailboxes for assignment to persons with disabilities with operational portions of the mailboxes at 48” or lower above the floor in every location where the operational portion of mailboxes in existing clustered mailboxes is higher than 48.”

**EXHIBIT C**

**[NOTICE TO RESIDENTS]**

**NOTICE TO RESIDENTS OR PROSPECTIVE RESIDENTS  
OF RETROFITS FOR [PROPERTY]**

[Property] is dedicated to the principle of equal housing opportunity. The federal Fair Housing Act requires that apartments in newer apartment communities have certain features that make them more accessible to and usable by people with disabilities.

This is to advise you that, as a result of a settlement in the case *CNY Fair Housing, Inc., et al. v. Clover Construction Management, Inc., et al.* (Case No. 5:22-cv-278), the following modifications are available to be made in your apartment (to the extent applicable) if you or a member of your household has a disability:

- **[to be inserted when settlement agreement is finalized]**

We are planning to make these modifications to individual units during **[time period to be determined]** at a mutually convenient time. Please contact the management office by calling **[insert phone number]** or emailing **[insert email address]** should you wish to request any of these modifications or have any questions.

Dated: \_\_\_\_\_

**[insert property manager contact information]**

**EXHIBIT D**

**[STIPULATED ORDER DISMISSING COMPLAINT WITH PREJUDICE]**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK  
SYRACUSE DIVISION**

CNY FAIR HOUSING, INC.; HOUSING  
OPPORTUNITIES MADE EQUAL OF BUFFALO,  
INC.; HOUSING RESEARCH & ADVOCACY  
CENTER, INC., D/B/A FAIR HOUSING CENTER  
FOR RIGHTS & RESEARCH, INC.; FAIR HOUSING  
OPPORTUNITIES OF NORTHWEST OHIO, D/B/A  
THE FAIR HOUSING CENTER; HOUSING  
OPPORTUNITIES MADE EQUAL OF GREATER  
CINCINNATI, INC.; FAIR HOUSING CENTER OF  
CENTRAL INDIANA, INC.; AND THE FAIR  
HOUSING PARTNERSHIP OF GREATER  
PITTSBURGH, INC.,

Plaintiffs,

v.

CLOVER CONSTRUCTION MANAGEMENT, INC.;  
CLOVER MANAGEMENT, INC.; CLOVER  
CONSTRUCTION MANAGEMENT WEST, INC.;  
WELLCLOVER HOLDINGS LLC;  
CLOVER COMMUNITIES FRIES LLC; CLOVER  
COMMUNITIES CAMILLUS LLC; WELL 1031  
HOLDCO 1, LLC D/B/A CARLTON HOLLOW  
APARTMENTS; JILL JOSEPH TOWER LLC D/B/A  
JILL JOSEPH TOWER SENIOR APARTMENTS;  
CLOVER COMMUNITIES LANCASTER LLC;  
CLOVER COMMUNITIES NEW HARTFORD LLC;  
CLOVER COMMUNITIES JOHNSON CITY LLC;  
CLOVER COMMUNITIES SOUTHWESTERN LLC;  
CLOVER COMMUNITIES SWEETHOME LLC;  
MUSSACHIO ARCHITECTS P.C.; AND MARC  
MUSSACHIO,

Defendants.

**STIPULATION AND ORDER  
OF DISMISSAL  
WITH PREJUDICE**

Civil Action No.  
5:22-cv-00278-GTS-ATB

WHEREAS, Plaintiffs CNY Fair Housing Inc., Housing Opportunities Made Equal of Buffalo, Inc., Housing Research & Advocacy Center, Inc., d/b/a the Fair Housing Center for Rights & Research, Inc., Fair Housing Opportunities of Northwest Ohio, d/b/a The Fair Housing Center,

Housing Opportunities Made Equal of Greater Cincinnati, Inc., the Fair Housing Center of Central Indiana, and The Fair Housing Partnership of Greater Pittsburgh, Inc., (collectively, “Plaintiffs”) and the following Defendants, Clover Construction Management, Inc., Clover Management, Inc., Clover Construction Management West, Inc., WellClover Holdings LLC, Clover Communities Fries LLC, Clover Communities Camillus LLC, Well 1031 Holdco 1, LLC d/b/a Carlton Hollow Apartments, Jill Joseph Tower LLC d/b/a Jill Joseph Tower Senior Apartments, Clover Communities Lancaster LLC, Clover Communities New Hartford LLC, Clover Communities Johnson City LLC, Clover Communities Southwestern LLC and Clover Communities Sweethome LLC”) (collectively, “Defendants”) entered into a Settlement Agreement dated July \_\_\_, 2022, (defendants Mussachio Architects, P.C. and Marc Mussachio are not parties to said Settlement Agreement and are not parties to this Stipulated Order).

WHEREAS, the four year term of the Settlement Agreement has expired; therefore

IT IS HEREBY STIPULATED AND AGREED, by and between the above-mentioned parties, through their undersigned attorneys of record, that the plaintiffs’ complaint as against the Defendants, and the same hereby is, dismissed with prejudice, including all claims and causes of action, without any costs to either party as against the other;

WHEREFORE, the parties hereto respectfully request that the Court approve the foregoing by “So Ordering” this stipulation in the space provided below.

Dated: \_\_\_\_\_, 20\_\_



**CNY FAIR HOUSING, INC. ET AL.**

**DUKE, HOLZMAN, PHOTIADIS &  
GRESENS LLP**

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Conor Kirchner  
Casey Weissman-Vermeulen  
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**RELMAN COLFAX PLLC**  
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[spratt@relmanlaw.com](mailto:spratt@relmanlaw.com)  
[schoi@relmanlaw.com](mailto:schoi@relmanlaw.com)

SO ORDERED:

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# 7-29-22 Settlement Agreement - Design Issues (FHA Matter) execution copy


Final Audit Report


2022-08-03


Created:	2022-08-03
By:	Rachel Poirier (rpoirier@dhpplaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjx3LpFN0aV8Xn2ZYS0ZS9kZ3w6Jw67yR


## "7-29-22 Settlement Agreement - Design Issues (FHA Matter) execution copy" History


-  Document created by Rachel Poirier (rpoirier@dhpplaw.com)  
2022-08-03 - 4:00:34 PM GMT- IP address: 8.224.34.66
-  Document emailed to Sally Santangelo (ssantangelo@cnyfairhousing.org) for signature  
2022-08-03 - 4:04:43 PM GMT
-  Email viewed by Sally Santangelo (ssantangelo@cnyfairhousing.org)  
2022-08-03 - 4:42:51 PM GMT- IP address: 66.249.83.73
-  Document e-signed by Sally Santangelo (ssantangelo@cnyfairhousing.org)  
Signature Date: 2022-08-03 - 4:49:06 PM GMT - Time Source: server- IP address: 216.171.183.214
-  Document emailed to deason@homeny.org for signature  
2022-08-03 - 4:49:08 PM GMT
-  Email viewed by deason@homeny.org  
2022-08-03 - 4:49:56 PM GMT- IP address: 24.39.41.226
-  Signer deason@homeny.org entered name at signing as DeAnna Eason  
2022-08-03 - 4:51:28 PM GMT- IP address: 24.39.41.226
-  Document e-signed by DeAnna Eason (deason@homeny.org)  
Signature Date: 2022-08-03 - 4:51:29 PM GMT - Time Source: server- IP address: 24.39.41.226
-  Document emailed to Kris Keniray (kkeniray@thehousingcenter.org) for signature  
2022-08-03 - 4:51:31 PM GMT
-  Email viewed by Kris Keniray (kkeniray@thehousingcenter.org)  
2022-08-03 - 5:06:32 PM GMT- IP address: 74.142.241.222


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Signature Date: 2022-08-03 - 5:09:46 PM GMT - Time Source: server- IP address: 74.142.241.222


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 Signer gthomas@toledofhc.org entered name at signing as George Thomas  
2022-08-03 - 5:34:27 PM GMT- IP address: 199.191.112.138


 Document e-signed by George Thomas (gthomas@toledofhc.org)  
Signature Date: 2022-08-03 - 5:34:28 PM GMT - Time Source: server- IP address: 199.191.112.138


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 Signer elisabeth.risch@homecincy.org entered name at signing as Elisabeth Risch  
2022-08-03 - 6:01:33 PM GMT- IP address: 70.30.102.37

 Document e-signed by Elisabeth Risch (elisabeth.risch@homecincy.org)  
Signature Date: 2022-08-03 - 6:01:34 PM GMT - Time Source: server- IP address: 70.30.102.37


 Document emailed to Amy Nelson (anelson@fhcci.org) for signature  
2022-08-03 - 6:01:36 PM GMT


 Email viewed by Amy Nelson (anelson@fhcci.org)  
2022-08-03 - 6:02:43 PM GMT- IP address: 76.210.159.81

 Document e-signed by Amy Nelson (anelson@fhcci.org)  
Signature Date: 2022-08-03 - 6:06:04 PM GMT - Time Source: server- IP address: 76.210.159.81

 Document emailed to megan@pittsburghfairhousing.org for signature  
2022-08-03 - 6:06:06 PM GMT


 Email viewed by megan@pittsburghfairhousing.org  
2022-08-03 - 6:13:37 PM GMT- IP address: 100.36.235.170

 Signer megan@pittsburghfairhousing.org entered name at signing as Megan Confer-Hammond  
2022-08-03 - 6:14:24 PM GMT- IP address: 100.36.235.170


 Document e-signed by Megan Confer-Hammond (megan@pittsburghfairhousing.org)  
Signature Date: 2022-08-03 - 6:14:25 PM GMT - Time Source: server- IP address: 100.36.235.170

 Document emailed to patricia@fhrc.org for signature

2022-08-03 - 6:14:27 PM GMT

 Email viewed by patricia@fhrc.org

2022-08-03 - 6:27:41 PM GMT- IP address: 104.231.121.7

 Signer patricia@fhrc.org entered name at signing as Patricia A. Kidd

2022-08-03 - 6:31:10 PM GMT- IP address: 104.231.121.7

 Document e-signed by Patricia A. Kidd (patricia@fhrc.org)

Signature Date: 2022-08-03 - 6:31:11 PM GMT - Time Source: server- IP address: 104.231.121.7

 Agreement completed.

2022-08-03 - 6:31:11 PM GMT





# 7-29-22 Settlement Agreement - Design Issues (FHA Matter) execution copy

Final Audit Report

2022-08-04

Created:	2022-08-03
By:	Rachel Poirier (rpoirier@dhpqlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd2f0_qHN37bBRTAjFn8-_kv9gqMEsH5Y

## "7-29-22 Settlement Agreement - Design Issues (FHA Matter) execution copy" History

-  Document created by Rachel Poirier (rpoirier@dhpqlaw.com)  
2022-08-03 - 4:05:34 PM GMT- IP address: 8.224.34.66
-  Document emailed to miranda.wilson@mvfairhousing.com for signature  
2022-08-03 - 4:07:40 PM GMT
-  Email viewed by miranda.wilson@mvfairhousing.com  
2022-08-03 - 4:18:28 PM GMT- IP address: 74.125.215.93
-  Signer miranda.wilson@mvfairhousing.com entered name at signing as Miranda Wilson  
2022-08-03 - 4:21:01 PM GMT- IP address: 184.59.111.229
-  Document e-signed by Miranda Wilson (miranda.wilson@mvfairhousing.com)  
Signature Date: 2022-08-03 - 4:21:03 PM GMT - Time Source: server- IP address: 184.59.111.229
-  Document emailed to Tammy Skipper (tskipper@fairhousingakron.org) for signature  
2022-08-03 - 4:21:05 PM GMT
-  Email viewed by Tammy Skipper (tskipper@fairhousingakron.org)  
2022-08-03 - 4:21:54 PM GMT- IP address: 174.207.102.69
-  Document e-signed by Tammy Skipper (tskipper@fairhousingakron.org)  
Signature Date: 2022-08-04 - 4:30:14 PM GMT - Time Source: server- IP address: 172.58.70.158
-  Document emailed to blacurr@aol.com for signature  
2022-08-04 - 4:30:16 PM GMT
-  Email viewed by blacurr@aol.com  
2022-08-04 - 5:08:28 PM GMT- IP address: 65.25.85.59

 Signer blacurr@aol.com entered name at signing as Vincent Curry

2022-08-04 - 5:12:19 PM GMT- IP address: 65.25.85.59

 Document e-signed by Vincent Curry (blacurr@aol.com)

Signature Date: 2022-08-04 - 5:12:20 PM GMT - Time Source: server- IP address: 65.25.85.59

 Document emailed to crosbylfhc@hotmail.com for signature


2022-08-04 - 5:12:22 PM GMT

 Email viewed by crosbylfhc@hotmail.com

2022-08-04 - 5:41:17 PM GMT- IP address: 172.58.62.195

 Signer crosbylfhc@hotmail.com entered name at signing as Arthur Crosby

2022-08-04 - 5:42:14 PM GMT- IP address: 172.58.62.195

 Document e-signed by Arthur Crosby (crosbylfhc@hotmail.com)

Signature Date: 2022-08-04 - 5:42:15 PM GMT - Time Source: server- IP address: 172.58.62.195

 Agreement completed.

2022-08-04 - 5:42:15 PM GMT