

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MICHAEL LOWREY,

Plaintiff,

and

FAIR HOUSING CENTER OF  
SOUTHEASTERN MICHIGAN, INC.

Intervenor-Plaintiff

vs.

BEZTAK PROPERTIES, INC.; BEZTAK  
COMPANIES, INC.; BILTMORE  
PROPERTIES COMPANIES, INC.; UPTOWN  
INVESTORS, LLC; UPTOWN INVESTORS,  
LLC II; MONOGRAM HOMES; WARNER,  
CANTRELL & PADMOS, INC., and LOONEY  
RICKS KISS,

Defendants.

Case No.: 2:06-CV-13408-NGE-MKM

Hon. Nancy G. Edmunds

**STIPULATED ORDER OF PARTIAL SETTLEMENT AND CONDITIONAL RELEASE**

**THIS STIPULATED ORDER OF PARTIAL SETTLEMENT AND CONDITIONAL RELEASE** (hereinafter "Agreement") is made between **MICHAEL LOWREY, MARILYN LOWREY** (collectively, "the Lowreys"), the **FAIR HOUSING CENTER OF SOUTHEASTERN MICHIGAN, INC.** ("FHC"), and **BEZTAK PROPERTIES; BEZTAK COMPANIES; BILTMORE PROPERTIES COMPANIES, INC.; UPTOWN INVESTORS, L.L.C.; UPTOWN INVESTORS II L.L.C.; MONOGRAM HOMES, INC.; WARNER, CANTRELL & PADMOS, INC.; AND LOONEY, RICKS, KISS** (collectively, "Defendants") (all parties collectively referred to as the "parties").

**RECITALS**

WHEREAS, Michael Lowrey filed a Complaint (the "Lawsuit") in the United States District Court for the Eastern District of Michigan (the "Court"), Case #06-13408, against Beztak Properties (erroneously named "Beztak Properties, Inc."), on or about July 21, 2006;

WHEREAS, Michael Lowrey filed a First Amended Complaint (the "First Amended Lawsuit") in the United States District Court for the Eastern District of Michigan, Case #06-13408-NGE-MKM, against Beztak Properties (erroneously named "Beztak Properties, Inc."), Beztak Companies (erroneously named "Beztak Companies, Inc."), Biltmore Properties Companies, Inc., Uptown Investors, L.L.C., Uptown Investors II, L.L.C. (erroneously named "Uptown Investors, L.L.C. II"), Monogram Homes, Inc., Warner, Cantrell & Padmos, Inc., and Looney, Ricks, Kiss on or about September 20, 2006;

WHEREAS, Michael Lowrey and Marilyn Lowrey filed a Second Amended Complaint (the “Second Amended Lawsuit”) in the United States District Court for the Eastern District of Michigan, Case #06-13408-NGE-MKM, against Beztak Properties (erroneously named “Beztak Properties, Inc.”), Beztak Companies (erroneously named “Beztak Companies, Inc.”), Biltmore Properties Companies, Inc., Uptown Investors, L.L.C., Uptown Investors II, L.L.C. (erroneously named “Uptown Investors, L.L.C. II”), Monogram Homes, Inc., Warner, Cantrell & Padmos, Inc., and Looney, Ricks, Kiss and Canton Township, on or about May 7, 2007;

WHEREAS, the FHC has intervened in the Second Amended Lawsuit as an Intervenor-Plaintiff;

WHEREAS, the Lawsuit, First Amended Lawsuit, and Second Amended Lawsuit include allegations that Defendants designed, constructed, and/or operate(d) the Uptown Apartment complex in Canton, Michigan (“Uptown”) in violation of the Americans with Disabilities Act (“ADA”), Fair Housing Act (“FHA”), and/or Michigan Persons With Disabilities Civil Rights Act (“PWDCRA”);

WHEREAS, Defendants deny in their entirety the claims raised in the Lawsuit, First Amended Lawsuit, and Second Amended Lawsuit;

WHEREAS, the Lowreys filed a Motion for Preliminary Injunction, which is pending before the Court;

WHEREAS, the Court assigned United States Magistrate Virginia Morgan as Special Master to assist in facilitation and/or resolution of the Lawsuit, First Amended Lawsuit, and/or Second Amended Lawsuit;

WHEREAS, the parties desire to resolve and settle some of the Lowreys’ and FHC’s claims for injunctive and other relief; specifically, those claims related to interior modifications to the apartment unit in which Michael Lowrey resides in Uptown, the accessible route within Uptown from the apartment unit in which Michael Lowrey resides, accessible parking spaces in certain areas of the Uptown community, and all other claims related to these listed matters that arose anytime before the date on which the Lowreys and FHC sign this Agreement; and

WHEREAS, the parties have not at this time resolved the Lowreys’ or FHC’s claims related to modifications to the Uptown complex other than those specifically addressed in this Agreement, and have not at this time resolved the Lowreys’ or FHC’s claims for damages and attorneys’ fees related to these issues.

#### STATEMENT OF AGREEMENT

**NOW, IN CONSIDERATION** of the mutual promises and covenants contained in this Agreement and other good and valuable consideration – the receipt and sufficiency of which the parties each respectfully acknowledge – the parties agree as follows:

1. Definitions. As used in this Agreement:

(a) The term “Michael Lowrey” is defined as Michael Lowrey and his representatives, agents, heirs, administrators, executors, successors, personal representatives, and assigns.

(b) The term “Marilyn Lowrey” is defined as Marilyn Lowrey and her representatives, agents, heirs, administrators, executors, successors, personal representatives, and assigns.

(c) The Fair Housing Center of Southeastern Michigan, Inc. (“FHC”) is defined to include the Fair Housing Center; the past, present, or future parent, affiliated, related, and/or subsidiary entities of FHC; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of FHC.

(d) The term “Beztak Properties” is defined to include Beztak Properties; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Beztak Properties; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Beztak Properties.

(e) The term “Beztak Companies” is defined to include Beztak Companies; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Beztak Companies; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Beztak Companies.

(f) The term “Biltmore Properties Companies, Inc.” is defined to include Biltmore Properties Companies, Inc.; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Biltmore Properties Companies, Inc.; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Biltmore Properties Companies, Inc.

(g) The term “Uptown Investors, L.L.C.” is defined to include Uptown Investors, L.L.C.; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Uptown Investors, L.L.C.; and the past, present, or future directors, shareholders, officers, members, insurers, employees, agents, attorneys, partners, accountants, and joint venturers representatives of Uptown Investors, L.L.C.

(h) The term “Uptown Investors II, L.L.C.” is defined to include Uptown Investors II, L.L.C.; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Uptown Investors II, L.L.C.; and the past, present, or future directors, shareholders, officers, members, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Uptown Investors II, L.L.C.

(i) The term “Monogram Homes, Inc.” is defined to include Monogram Homes, Inc.; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Monogram Homes, Inc.; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Monogram Homes, Inc.

(j) The term “Warner, Cantrell & Padmos, Inc.” is defined to include Warner, Cantrell & Padmos, Inc.; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Warner, Cantrell & Padmos, Inc.; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Warner, Cantrell & Padmos, Inc.

(k) The term “Looney, Ricks, Kiss” is defined to include Looney, Ricks, Kiss; the past, present, or future parent, affiliated, related, and/or subsidiary companies of Looney, Ricks, Kiss; and the past, present, or future directors, shareholders, officers, insurers, employees, agents, attorneys, partners, accountants, joint venturers and representatives of Looney, Ricks, Kiss.

(l) The term “ANSI” is defined as the American National Standards Institute.

(m) The term “Unit” is defined as the apartment unit occupied by Michael Lowrey in the Uptown Apartment Complex, Building 15, Unit 103, 50155 Uptown Avenue, Canton, Michigan, on the date Michael Lowrey signs this Agreement.

2. Exterior Modifications. Defendants shall complete the following physical modifications to the Uptown complex:

(a) Clubhouse parking: Defendants shall create a vehicular parking spot located on an accessible route to the Uptown “clubhouse.” The parking spot shall be van accessible and shall (i) include an eight (8) foot wide space, (ii) include an eight (8) foot wide access aisle on the same level as the parking space, and (iii) shall be located on a surface that does not exceed a 2% slope in all directions. The parking spot shall also include appropriate signage indicating that it is available only for disabled individuals, and there shall be at least 72 inches between the ground and the bottom of such sign. On or before June 20, 2007, Defendants shall provide to the Lowreys’ attorney a proposal for the location of this parking spot and its connection to the accessible route as described in Sections 2(c) and (d) of this Agreement. After the parties reach agreement with respect to the location of this parking spot, Defendants shall be provided up to ten (10) business days to apply for all necessary governmental approvals from Canton Township, Michigan, to perform such work. Defendants shall notify the Lowreys’ attorney, in writing, upon receipt of approval by Canton Township, Michigan. Simultaneous with the application for any necessary governmental approvals from Canton Township, Defendants shall begin soliciting bids from contractors to perform the work identified in Section 2(a) of this Agreement. Defendants shall be provided ten (10) business days to select a contractor(s) to perform the work described in this Section 2(a) of this Agreement. Defendants shall notify the Lowreys’ attorney, in writing, upon selection of a contractor. Upon receipt of any necessary governmental approvals from Canton Township and following selection of a contractor(s), Defendants shall be provided thirty-two (32) working days to complete the work described in this Section 2(a) of this Agreement.

(b) Michael Lowrey’s building parking: Defendants shall create a vehicular parking spot located on an accessible route to Building 15, Unit 103 in the Uptown complex. The parking spot shall (i) include an eight (8) foot wide space, (ii) include a five (5) foot wide access aisle on the same level as the parking space, and (iii) shall be located a location

on a surface that does not exceed a 2% slope in all directions. The parking spot shall also include appropriate signage indicating that it is available only for disabled individuals, and there shall be at least 60 inches between the ground and the bottom of such sign. On or before June 20, 2007, Defendants shall provide to the Lowreys' attorney a proposal for the location of this parking spot and its connection to the accessible route as described in Sections 2(c) and (d) of this Agreement. After the parties reach agreement with respect to the location of this parking spot, Defendants shall be provided up to ten (10) business days to apply for all necessary governmental approvals from Canton Township, Michigan, to perform such work. Simultaneous with the application for any necessary governmental approvals from Canton Township, Defendants shall begin soliciting bids from contractors to perform the work identified in Section 2(b) of this Agreement. Defendants shall notify the Lowreys' attorney, in writing, upon receipt of approval by Canton Township, Michigan. Defendants shall be provided ten (10) business days to select a contractor(s) to perform the work described in this Section 2(b) of this Agreement. Defendants shall notify the Lowreys' attorney, in writing, upon selection of a contractor. Upon receipt of any necessary governmental approvals and following selection of a contractor, Defendants shall be provided thirty-two (32) working days to complete the work described in this Section 2(b) of this Agreement.

(c) Stage 1 construction: Defendants shall create an accessible route compliant with ANSI A117.1-1998 Secs. 303, 402, 403, 405, 406 and 505 along the sidewalks in Uptown outlined in Stage 1 of Exhibit 1 to this Agreement. Notwithstanding the agreement to comply with ANSI A117.1-1998 Sec. 303, 402, 403, 405, 406 and 505, the parties agree that Sections 303, 402, 403, 405, 406 and 505 will not apply and that no modification is necessary to any existing portion of the accessible route where (i) the cross-slope is 3% or less; (ii) the running slope is 6% or less; or (iii) the running slope on a curb ramp is 8.33% or less. The parties agree that these slope ranges shall not be admissible as evidence in any subsequent proceedings. Any modifications to cross-slope, running slope, or slope of ramps along the accessible route will be made to comply with ANSI A117.1-1998 Secs. 303, 402, 403, 405, 406 and 505. Following June 20, 2007, Defendants shall be provided up to ten (10) business days to apply for all necessary governmental approvals from Canton Township, Michigan, to perform such work. Defendants shall notify the Lowreys' attorney, in writing, upon receipt of approval by Canton Township, Michigan. Simultaneous with the application for any necessary governmental approvals from Canton Township, Defendants shall begin soliciting bids from contractors to perform the work identified in Section 2(c) of this Agreement. Defendants shall be provided ten (10) business days to select a contractor(s) to perform the work described in this Section 2(c) of this Agreement. Defendants shall notify the Lowreys' attorney, in writing, upon selection of a contractor. Upon receipt of any necessary governmental approvals and following selection of a contractor, Defendants shall be provided thirty-two (32) working days to complete the work described in this Section 2(c) of this Agreement.

(d) Stage 2 construction: Defendants shall create an accessible route compliant with ANSI A117.1-1998 Secs. 303, 402, 403, 405, 406 and 505 along the sidewalks in Uptown outlined in Stage 2 of Exhibit 1 to this Agreement. Notwithstanding the agreement to comply with ANSI A117.1-1998 Sec. 303, 402, 403, 405, 406 and 505, the parties agree that Sections 303, 402, 403, 405, 406 and 505 will not apply and that no modification is necessary to any existing portion of the accessible route where (i) the cross-slope is 3% or less; (ii) the running slope is 6% or less; or (iii) the running slope on a curb ramp is 8.33% or

less. The parties agree that these slope ranges shall not be used as evidence in any subsequent proceedings. Any modifications to cross-slope, running slope, or slope of ramps along the accessible route will be made to comply with ANSI A117.1-1998 Secs. 303, 402, 403, 405, 406 and 505. Defendants shall be provided twenty (20) days following completion of the work described in Section 2(c) of this Agreement to complete the work described in Section 2(d) of this Agreement.

(e) Ramp construction: Defendants shall modify the ramp leading to the Uptown clubhouse as follows:

- (i) Defendants will modify any existing cross slope on the ramp to the Uptown clubhouse that is in excess of 3% to no more than 2%;
- (ii) Defendants will modify any existing running slope on the ramp to the Uptown clubhouse that is in excess of 7% to no more than 7%; and
- (iii) Defendants will provide ramp features for the ramp to the Uptown clubhouse, as detailed in ANSI A117.1-1998 Sec. 405.7 and 405.8.
- (iv) Defendants shall complete any modifications to the clubhouse ramp within the time period set forth in Section 2(c) of this Agreement.

(f) Pursuant to the release of claims outlined in Section 5 of this Agreement, the Lowreys and FHC specifically agree to waive any claims seeking an accessible route to the dumpster nearest to the Unit. Defendants agree to modify the dumpster nearest to the Unit as needed to ensure that there is an unobstructed 36 inch pad, with a slope and cross-slope not to exceed 2%, next to the dumpster to allow an accessible path of travel within the dumpster enclosure.

(g) Retail Parking and Accessible Route. Defendants agree to make a proposal to the Lowreys and FHC with respect to the accessible public parking intended to serve the retail buildings located at the southwest corner of the Uptown Apartment complex in Canton, Michigan on or before August 15, 2007. Defendants' proposal shall include a proposed accessible route from the accessible public parking spaces to the buildings the parking spaces are intended to serve. Defendants' proposal shall also include a deadline for completing any proposed modifications.

(h) Mailbox. Defendants agree to make a proposal to the Lowreys and FHC with respect to the accessible route to the mailbox intended to serve the Unit on or before July 1, 2007. Defendants' proposal shall also include a deadline for completing any proposed modifications. The parties agree that Defendants' proposal is subject to approval by the United States Postal Service and is subject to United States Postal Service regulations. The Lowreys and FHC agree that, upon completion of any modifications to the accessible route to the mailbox serving the Unit, the mailbox attached to the side of the Unit will be removed.

(i) The timelines and schedules outlined in this Section 2 of this Agreement are subject to change based on factors outside the control of Defendants, including, but not limited to, delays in approval by Canton Township and inclement weather. Any dispute concerning the parties' good faith compliance with the timelines and schedules shall be brought to the attention of the Court.

3. Interior Modifications to the Unit. Defendants shall make the following modifications to the Unit:

(a) Defendants shall modify the thresholds at the primary entry door (leading to the “breezeway”) and at the door leading from the Unit into the garage, pursuant to ANSI A117.1-1998 Secs. 404.2.5 and 303.

(b) Defendants shall install off-set hinges at the doors leading to both bedrooms in the Unit and the doors leading to both walk-in closets in the Unit.

(c) Defendants shall modify the interior threshold at the door leading to the front porch to ensure that there is no more than a  $\frac{3}{4}$  inch rise, and with any vertical change of level over  $\frac{1}{4}$  inch beveled at 1:2.

(d) Defendants shall install locks with no more than 5 lbf. within accessible reach ranges on one window in the living room of the Unit, one window in the master bedroom of the Unit, and one window in the second bedroom of the Unit, in compliance with ANSI A117.1-1998 Secs. 1002.13, 1002.9 and 309.

(e) Defendants shall install door pulls that are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist on the kitchen and bathroom cabinets and drawers, linen closet door, and laundry door in the Unit.

(f) Defendants shall install grab bars at the toilet, tub (if any), and shower in both bathrooms in the Unit, in compliance with ANSI A117.1-1998 Secs. 1002.11.5.4 and 604.5.

(g) Defendants shall install operating mechanisms that are operable with one hand and do not require tight grasping, pinching, or twisting of the wrist, including a privacy lock mechanism, on the “pocket” doors leading to both bathrooms in the Unit.

(h) Defendants shall install UL-approved extenders for two outlets in the kitchen to lower the outlets to reach ranges pursuant to ANSI A117.1-1998 Sec. 308.

(i) Defendants shall widen the entry to the coat closet in the Unit to ensure a 32” clearance, pursuant to ANSI A117.1-1998 Secs. 1002.5 and 404.

4. Other Issues. Defendants shall issue to Marilyn Lowrey and/or any aides hired by Michael Lowrey a total of two placards to be placed in their vehicles permitting them to park in the driveway behind the Unit for temporary loading and unloading purposes. Marilyn Lowrey and/or any aides hired by Michael Lowrey shall not park their vehicles in the driveway for such purposes for more than fifteen (15) minutes at any one time, and shall make every effort to minimize any inconvenience or obstruction of driving paths to nearby tenants. During such times, Defendants shall not issue any tickets or tow such vehicles. Defendants shall retain written records of any complaints received about such vehicles being parked in such locations during such times. Upon completion of the parking space and its accessible route identified in Section 2(b) of this Agreement, the Lowreys agree to immediately return both placards to their attorney, who in turn, shall promptly return both placards to counsel for Uptown Investors LLC.

5. Release of Claims. In consideration of the promises made by the parties herein, the Lowreys and the FHC forever discharge and release Defendants from any and all claims, demands, causes of action, known or unknown, that they ever had or now have against Defendants by reason of any actual or alleged act, omission, transaction, practice, occurrence, or other matters relating to the Unit, and the areas of Uptown and the matters covered in Sections 2, 3, and 4 of this Agreement that occurred before the date the Lowreys and FHC sign this Agreement, except as outlined in Sections 5(c) and (d) of this Agreement. This release of claims includes, but is not limited to:

(a) All claims arising out of or related to any federal, state and/or local laws including, without limitation: the federal Civil Rights Acts of 1866, 1871, 1964 and 1991; the Americans with Disabilities Act of 1990; the Michigan Elliott-Larsen Civil Rights Act; the Michigan Persons with Disabilities Civil Rights Act; and the Fair Housing Act, as each may have been amended from time to time; and

(b) All claims arising out of or related to any contract; any and all other federal, state or local constitutions, statutes, rules or regulations, or under any common law right of any kind whatsoever, or under the laws of any county or political subdivision, including, without limitation: all claims for any kind of tortious conduct (including, but not limited to, any claim of defamation or distress or invasion of privacy); violation of public policy; negligence; promissory or equitable estoppel; breach of policies, rules, regulations, handbooks or manuals; breach of express or implied contract or covenants of good faith or fiduciary duty; and/or failure to pay in whole or part any payments of any kind whatsoever.

(c) The release of claims outlined in Section 5 of this Agreement does not include the following with respect to the Lowreys: any claims by the Lowreys for monetary damages arising out of Defendants' alleged violations of the ADA, FHA, and/or PWDCRA related to the matters addressed in Sections 2, 3, and 4 of this Agreement, and any claims by the Lowreys for attorneys' fees and costs incurred in litigating the Lawsuit, First Amended Lawsuit, and Second Amended Lawsuit related to the matters addressed in Section 2, 3, and 4 of this Agreement.

(d) The release of claims outlined in Section 5 of this Agreement does not include the following with respect to FHC: any claims by FHC for monetary damages arising out of Defendants' alleged violations of the ADA, FHA, and/or PWDCRA related to the matters addressed in Sections 2, 3, and 4 of this Agreement, and any claims by FHC for attorneys' fees and costs incurred in litigating the Lawsuit, First Amended Lawsuit, and Second Amended Lawsuit related to the matters addressed in Section 2, 3, and 4 of this Agreement; any claims for exterior modifications except those expressly identified in Section 2; and any claims by FHC for interior modifications to residential units other than the Unit.

6. No Admission of Liability. This Agreement does not constitute an admission by Defendants (or any one of them individually) of any wrongful action or violation of any federal, state, or local statute or common law rights. Defendants specifically deny any wrongful action or conduct on their part. The parties make this Agreement solely in the interest of avoiding the costs of litigating the Lawsuit, First Amended Lawsuit, and Second Amended Lawsuit related to the matters addressed in Sections 2, 3, and 4 of this Agreement.



7. Dismissal of Motion for Preliminary Injunction. The Lowreys authorize and direct their attorney to withdraw without prejudice their Motion for Preliminary Injunction against Defendants that is pending in the Court. The Lowreys further agree that withdrawal of the Motion for Preliminary Injunction is a prerequisite to performance of any of the work performed outlined in Sections 2, 3, and 4 of this Agreement.

8. Consultation with attorneys. The parties acknowledge that they have been represented by their own attorneys throughout all of the negotiations prior to the execution of this Agreement. The parties further acknowledge that they executed this Agreement after being advised to consult with counsel of their choice prior to executing the Agreement and after having an opportunity to consult with such counsel. The Lowreys and FHC each further acknowledge that they have read this Agreement carefully; that they had an opportunity to have its provisions explained to them by their respective attorneys; that they fully understand the terms and significance of this Agreement; that they have signed it voluntarily and of their own free will; and that they intend to abide by its provisions without exception. By executing this Agreement, the Lowreys and FHC represent and acknowledge that they do not rely, and have not relied, upon any representation or statement made by Defendants or their respective attorneys with regard to the subject matter of the Lawsuit, First Amended Lawsuit, Second Amended Lawsuit, other than the written statements set forth in this Agreement.

9. Severability. If any term or provision of this Agreement is declared by any Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties.

10. Other. This Agreement sets forth the entire agreement among the parties with respect to the matters set forth herein and supersedes all prior agreements, arrangements, and understandings among the parties. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Michigan. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the court (or other entity) interpreting or construing this Agreement (or the Exhibits hereto) shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the Agreement (or Exhibits hereto), it being agreed that all parties (by their respective attorneys) have participated in the preparation of all provisions of this Agreement. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, distributees, executors, administrators, personal representatives, successors, insurers, and assigns. This Agreement may not be used as evidence in any subsequent proceeding, or any other matters related to litigation of the Lawsuit, First Amended Lawsuit, and/or Second Amended Lawsuit, except in a proceeding in which any of the parties alleges a breach of, or otherwise seeks enforcement of, this Agreement or interposes this Agreement as a defense.

11. *Counterparts; Facsimiles.* This Agreement may be executed in counterparts which, when taken together and reflect the signatures of all parties, shall be deemed a fully executed agreement for all purposes. Copies and other facsimiles of this Agreement (including any “.pdf” or “fax” copy) including all signatures, shall be deemed the same as the original for all purposes.

**IT IS SO ORDERED.**

	<u>s/Nancy G. Edmunds</u>
Nancy	G. Edmunds
United	States District Judge

Dated: July 26, 2007

I hereby certify that a copy of the foregoing document was served upon the parties and/or counsel of record on July 26, 2007, by electronic and/or ordinary mail.

s/Carol A. Hemeyer  
Case Manager

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**APPROVED AS TO FORM AND CONTENT:**

**SIGNATURES ON NEXT DOCKET ENTRY**

AGREED:

**MICHAEL LOWREY:**

**MARILYN LOWREY:**

\_\_\_\_\_

\_\_\_\_\_

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

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

Explained and Approved by:

\_\_\_\_\_  
J. Mark Finnegan, Counsel for Michael & Marilyn Lowrey

**FAIR HOUSING CENTER:**

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

Its: \_\_\_\_\_

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

Explained and Approved by:

\_\_\_\_\_  
Stephen M. Dane, Counsel for Fair Housing Center

**BEZTAK PROPERTIES**

**BE**

**ZTAK COMPANIES**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**BILTMORE PROPERTIES  
COMPANIES, INC.**

**WARNER,**

**CANTRELL & PADMOS, INC.**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**SIGNATURES CONTINUED ON NEXT PAGE**

**MONOGRAM HOMES, INC.**

**UPTOWN INVESTORS, L.L.C.**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**LOONEY, RICKS, KISS**

**UPTOWN INVESTORS II, L.L.C.**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

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