Community Association Management *Insider*®

OCTOBER 2013

INSIDE THIS ISSUE

Sign of the Times in Arizona Court HOA Ruling

A Pine Canyon HOA must allow "For Sale" signs in the community, the Arizona Court of Appeals recently ruled, despite deed restrictions that ban them. The ruling trumps restrictions, and squelched the association's argument that its pre-existing ban on such signs can remain despite a 2009 law to the contrary.

The court noted that legislators made their intent quite clear. Significantly, the appellate judges rejected the assertion that the 2009 law unconstitutionally interfered with the contracts previously signed by all owners agreeing to the restriction. The ruling stated that there may be situations in which the ability of legislators to overturn existing covenants, conditions, and restrictions—CC&Rs—is limited, but statutes are presumed constitutional and the burden is on the association to prove otherwise.

The case involved homeowners who purchased a lot in Pine Canyon, a Flagstaff master-planned community managed by PC Village Association. That lot, along with all the others, is subject to the CC&Rs originally recorded in 2002 and amended two years

(continued on p. 8)

PRODUCED IN CONSULTATION WITH

community ASSOCIATIONS INSTITUTE

FEATURE

Take Two Steps to Keep Up with Community's Changing Demographics

Community association managers today have to keep up with ever-changing technological, financial, legal, and management trends. But one thing largely stays the same: the language in many associations' governing documents and other materials. Typically, this language hasn't been updated in several decades, despite a drastic change in membership demographics. And that can create frustration among members whose cultural understanding of certain terms is at odds with the meaning the terms were originally supposed to convey.

This confusion makes management tougher. But a two-fold approach for revamping the text in an association's documents and helping members make sense of documents through translation tools is the key to helping members feel comfortable in the community and eliminating time-consuming complaints about the disconnect.

(continued on p. 2)

REPAIRS & MAINTENANCE

Collect Damages if Contractor Delays Completion of Work

When you hire outside contractors to make repairs in your community, how do you know they'll finish when they say they will? The stakes are high. After all, delays cause not only financial problems, but also impact the quality of life of your members. For instance, a delay in repairs that involve a security gate or fence can create risks that end up being catastrophic. How can you prevent contractor delays? Get the right in your contract to penalize the contractor when work isn't completed on time.

Costly Mistakes

Cost is one of the main reasons that you should seriously consider a "delay clause." Whether you need to hire a second contractor to finish the work of a first contractor who's late delivering the project, or whether one contractor's dawdling pushes off another schedule, delays are financially costly.

(continued on p. 6)

BOARD OF ADVISORS

David J. Byrne, Esq.
Herrick, Feinstein LLP
Princeton & Newark, NJ

Kathryn C. Danella, PCAM
Boca Pointe Community Association, Inc.
Boca Raton, FL

Richard S. Ekimoto, Esq.
Ekimoto & Morris, LLLC
Honolulu, HI

Robert M. Diamond
Reed Smith LLP
Falls Church, VA

V. Douglas Errico, Esq.
Marcus, Errico, Emmer & Brooks, PC
Braintree, MA

Paul D. Grucza, CMCA, AMS, PCAM
The CWD Group, Inc.
AAMC
Seattle, WA

Ellen Hirsch de Haan, Esq.
Becker & Poliakoff, PA
Clearwater, FL

Benny L. Kass, Esq.
Kass, Mitek & Kass, PLLC
Washington, DC

Tammy McAdory, CMCA, AMS, PCAM
Kiawah Island Community Association
Kiawah Island, SC

P. Michael Nagle, Esq.
Nagle & Zaller, PC
Columbia, MD

Ronald L. Perl, Esq.
Hill Wallack LLP
Princeton, NJ

J. David Ramsey, Esq.
Becker & Poliakoff LLP
Morristown, NJ

Loura K. Sanchez, Esq.
HindmanSanchez PC
Arvada, CO

Tom Skiba
Community Associations Institute
Alexandria, VA

Clifford J. Treese
Association Information Services, Inc.
Pleasanton, CA

Jeffrey Van Grack, Esq.
Lerch, Early & Brewer, Chtd.
Bethesda, MD

Editor: **Elizabeth Purcell-Gibney, J.D.**

Executive Editor: **Heather Ogilvie**

Director of Production: **Kathryn Homenick**

Director of Operations: **Michael Koplin**

Community Association Management Insider [ISSN 1537-1093 (PRINT), 1938-3088 (ONLINE)] is published by Vendome Group, LLC, 6 East 32nd Street, New York, NY 10016.

Volume 13, Issue 3

Subscriptions/Customer Service: To subscribe or for assistance with your subscription, call 1-800-519-3692 or go to our Web site, *www.vendomerealestatemedia.com*. Subscription rate: $370 for 12 issues. **To Contact the Editor:** Email *egibney@vendomegrp.com*. Call: Elizabeth Purcell-Gibney at (212) 812-8434. Fax: (212) 228-1308.

To Place an Advertisement, Please email Erin Tyler, *etyler@vendomegrp.com*, or call (216) 373-1217.

Disclaimer: This publication provides general coverage of its subject area. It is sold with the understanding that the publisher is not engaged in rendering legal, accounting, or other professional advice or services. If legal advice or other expert assistance is required, the services of a competent professional should be sought. The publisher shall not be responsible for any damages resulting from any error, inaccuracy, or omission contained in this publication.

© 2013 by Vendome Group, LLC. All rights reserved. No part of *Community Association Management Insider* may be reproduced, distributed, transmitted, displayed, published, or broadcast in any form, or in any media without prior written permission of the publisher. To request permission to reuse this content in any form, including distribution in educational, professional, or promotional contexts, or to reproduce material in new works, please contact the Copyright Clearance Center at *info@copyright.com* or (978) 750-8400. For custom reprints, e-prints, or logo licensing, please contact Donna Paglia at (216) 373-1210 or *dpaglia@vendomegrp.com*.

Changing Demographics (continued from p. 1)

A Brief History of Association Language

Formalized associations took off in popularity about 40 years ago, says Seattle property management expert Paul D. Grucza. The concept was to create, through a homeowners association, a comfortable, safe, and aesthetically pleasing environment for the owners or occupants of these units or houses, he notes. But at that time, the demographic of the whole United States was different than it is today. And that demographic was reflected in the membership of those first associations, and so the documents for those associations were written by and for a primarily Caucasian population.

"The problem for managers and members is that those same documents are still in use today and have been updated only as a result of federal fair housing laws that required exclusionary or discriminatory language to be excised from them. The documents often still have terms that, while they may be legal, don't reflect or show sensitivity towards other non-white cultures, some of which have very different meanings for the same words," says Grucza, who has managed associations all over the country during his career. Today, one in three people live in some form of association. So it stands to reason that the demographic makeup of these communities reflects the greater diversity of the U.S. today, he says.

Outdated or unclear language in governing documents is susceptible to different interpretation than was intended. And when members misunderstand the language that's used to set community rules, enforcement becomes very difficult. After all, it's hard for a member who doesn't understand exactly what a rule is saying to follow that rule. This can create hard feelings when an otherwise conscientious member is in violation of a rule because the meaning is literally lost in translation.

The solution? Take the documents that were crafted decades ago, and update the language for this now-diverse generation of homeowners, Grucza recommends.

Ease Frustration from Language, Cultural Barriers

Association members whose native language isn't English or who have recently come to the United States and purchased a home in an association have to overcome the hurdle of understanding all of the rules in a regulated community, whether it's a condo building or a planned community.

Grucza's management company has come up with several solutions. It sometimes uses translators who work with members who have a different or limited understanding of English. It also translates mass mailings for annual meetings into the five most frequently spoken languages within the community. And it directs members to use Google Translator, a free statistically based online translation service provid-

© 2013 by Vendome Group, LLC. Any reproduction is strictly prohibited.

ed by Google Inc., to translate a section of text, document, or webpage into another language.

"Until there is an educational tool that helps managers and members fully understand how to break down the so-called legalese in documents that isn't easily translatable or easily understood by those who don't have an English-speaking background or have limited understanding of Western culture, there are two ways to make things easier for everyone," says Grucza.

Step #1: Update documents. If you believe that your governing documents should be updated to make them understandable to everyone, you should approach the board and mention that confusion could be avoided by updating text and using nomenclature that's proper for today's homeowners, says Grucza. Cite recent incidents to make the board understand the challenges in enforcement or interpretation with the issues that are affecting the community, he notes. You may experience resistance from the board if it sees this request as too time-consuming or costly. So providing examples of recent incidents involving member confusion or rules violations stemming from misinterpretation of the documents is key.

Also consider the potential confusion prospective buyers might face when trying to decide whether to buy a unit in the community. Especially if your community is in a region that's experiencing a lot of immigration, like the Pacific Northwest, take a forensic look at the language contained in the documents and ask whether it could be rewritten in much more simple terms so that members have a better understanding of what they're moving into from the start, says Grucza. It will take an effort on the part of the manager, management company, board, and association attorney to review the documents and decide what could be clarified or improved.

Once problematic terms in the documents are identified, turn that information over to your association's attorney, says Grucza. The attorney can also make adjustments based on issues that percolate from complaints from members. The goal is more clarification than amendment of the documents.

When updating materials, you might not want to stop with the governing documents. Grucza uses the association's other literature as an opportunity to simplify language problems. His new member packets have explanations and definitions written in "plain English"—that is, easily understandable everyday terms. They cover the legal aspects of membership but are written so that someone with limited English proficiency can make sense of them.

"In the packet, we direct new members to the community Web site because the documents, meeting minutes, and other information for the community are there and can be switched to their language of comfort using an online translator. We try to address the problem in both delivery formats, with plain English mailings and online access," says Grucza.

PRACTICAL POINTER: Seize on opportunities to promote cultural diversity on the board and committees. A diverse board is likely to be more aware of the community's needs regarding document revision.

Step #2: Provide translation solutions. Grucza's company has come up with several solutions for members who need additional help interpreting documents. Although documents are available online, where the company directs people to use Google Translator to transform them to their preferred language, colloquialisms and other nuances in a language aren't always captured by the online translator, especially if there's more than one dialect within a language. So Grucza recommends posting a disclaimer that online translation programs are a basic language translation tool and there may be mistakes, but that no offense should be taken. "With the disclaimer, members should realize that they should use the online translator as a tool and seek further clarification if necessary," he says.

If you must notify a member of a rules violation that's the result of the member not fully understanding the meaning of terms in the rule, your notice may come across as accusatory. In the case of an honest mistake because of a disconnect between English and the member's native language, it helps to ask the member if there's a family member or friend who speaks both languages fluently who can translate.

"Through an intermediary, we've been able to communicate with members about what the terms mean in the governing documents that might have caused the misunderstanding," says Grucza. "I encourage managers to reach

(continued on p. 4)

© 2013 by Vendome Group, LLC. Any reproduction is strictly prohibited. For more information call 1-800-519-3692 or *visit www.vendomerealestatemedia.com.*

Changing Demographics

(continued from p. 3)

out to the family of the member or a network of people they know who have bilingual ability in the native language and English to sit down and deal with the issue."

In some cases, an expert may be needed to translate for a member. The association should cover the cost of translation services. To control costs, some communities have set up a "translation pool" where volunteers in the community are available from time to time if their assistance is needed with a language barrier, says Grucza, who knows of a community in which 59 languages are spoken.

PRACTICAL POINTER: At first, it might seem to make sense to hold a meeting to discuss language barriers with members. But this can be tricky—the nature of the problem means that you'll have to hold a separate meeting for members of each culture that's part of your community to discuss concerns. A manager should be concerned about where to draw the line, says Grucza. Major issues may be best handled one on one with a concerned member, as opposed to calling on particular groups.

Embrace Diversity to Foster Community

"Managers need to recognize that this industry is not the same as it was 40 years ago," stresses Grucza. The conventional wisdom—that associations are homogenous and one-size-fits-all documents can adequately address their needs—just doesn't apply anymore," he says. He emphasizes that this is an opportunity for managers to respond to and overcome the challenges that diversity in associations will continue to present in a way that creates a sense of community among all members. ♦

Insider Source

Paul D. Grucza, CMCA, AMS, PCAM: Director of Education & Client Satisfaction, The CWD Group, Inc. AAMC, 2600 W. Commodore Way, Ste. 2, Seattle, WA 98199; *www.cwdgroup.com.*

RECENT COURT RULINGS

➤ Contractor's Faulty Work Triggers Consumer Protection Law

Facts: An association sued a general contractor because of drainage issues that became apparent in the community after construction had been completed. The drainage plan developed and installed by the contractor during construction but before the association had taken ownership of the property was inadequate, which caused standing water to collect in the common areas between the units. The members of the association brought the drainage and resulting flooding problems to the attention of the contractor. The contractor said that it would resolve the problems before turning the development over to the association. It didn't fix the problems as it had represented it would.

The association said that this threatened both property values and the health of each unit owner. The association alleged that the contractor had been fraudulent in promising to fix the problem and not doing so, and negligent in designing and constructing the faulty drainage system—which are violations of the Tennessee Consumer Protection Act. It also asserted that the contract had breached the implied warranty of "good and workmanlike" construction. The trial court ruled in favor of the association. The contractor appealed.

Decision: A Tennessee appeals court upheld the trial court's decision.

Reasoning: Tennessee recognizes two distinct types of implied contracts: (1) contracts "implied in fact"; and (2) contracts "implied in law" (commonly referred to as "quasi contracts"). Contracts implied in fact arise under circumstances that show mutual intent or assent to contract. Contracts implied in law are created by law without the assent of the party that's bound to do work—here, the contractor—on the basis that they are "dictated by reason and justice," explained the appeals court.

The appeals court pointed out that to prove its claim that the contractor breached its implied-in-law contract, the association had to show: (1) a benefit conferred upon the contractor by the association; (2) appreciation by the contractor of such a benefit; and (3) acceptance of such benefit under such circumstances that it would be inequitable for the contractor to retain the benefit without payment of the

© 2013 by Vendome Group, LLC. Any reproduction is strictly prohibited. For more information call 1-800-519-3692 or *visit www.vendomerealestatemedia.com.*

value thereof. That is, the association had hired the contractor to construct the drainage system, the contractor had been paid to construct the drainage system, the drainage system was faulty, and the contractor failed to fulfill its promise to fix the drainage system, but kept the payment for the work from the association.

The appeals court determined that the trial court was correct in ruling that the association established both types of implied contracts. It also agreed with the trial court's findings that the contractor had breached its "warranty"—that is, a covenant or promise—of workmanlike construction for the project it was hired to do.

In a previous similar case, the court had stated that once a builder undertakes a construction contract, the common law imposes a duty to perform the work in a workmanlike manner, and there's an implied agreement that the building or work performed "will be sufficient for the particular purpose desired or to accomplish a certain result." Thus, the contractor's failure to perform its contract, which included installing a working drainage system, in a workmanlike manner, constituted a breach of the contract—and was a violation of the state's consumer protection laws.

- Raleigh Court Condos v. E. Doyle Johnson Construction Co., August 2013

➤ Association Has Discretion in Determining Assessments

Facts: After purchasing undeveloped townhome lots, a residential property company refused to pay assessments to the association as required under the community's restrictive covenants. The company asserted that the assessments for water and trash collection for its lots was arbitrary because the empty lots didn't have houses yet that would require trash collection or water.

The association sued the company for the unpaid assessments. It argued that under Texas law, there was a presumption that since those services were for the proper operation, management, and maintenance of the subdivision—which was required of the association in the governing documents—the association had discretion concerning the common area assessments for the community. The association asked a trial court for a judgment in its favor without a trial. The trial court granted the association's request. The company appealed.

Decision: A Texas appeals court upheld the trial court's decision.

Reasoning: The appeals court determined that the association was entitled to the presumption "that its exercise of discretion concerning the common assessments was reasonable." The appeals court disagreed with the company's argument that the assessments for water and trash collection were arbitrary conduct or overcame the presumption. The appeals court said that since those services were for the proper operation, management, and maintenance of the subdivision and a single meter monitored the water system, there was no way for the association to apportion the costs of maintaining that system based on each lot's usage, regardless of whether the lots had been built on. The appeals court noted that the association used the funds raised through common area assessments to repair water issues on the owners' lots, and all owners benefited from the trash collection. The fact that the company's lots didn't have occupants yet, didn't change the association's obligation to maintain the community, which included those lots, whether they were empty or had been sold to owners.

- Marmic Properties, L.L.C. v. Silverglen Town-Homes Homeowners Association, August 2013

➤ Condos Not Mentioned in Governing Documents Must Pay HOA Fees

Facts: A planned community consisted of 124 single-family homes. In addition to these homes, the same developer built three waterfront condominium buildings nearby. The association tried to treat the unit owners from the area nearby as if they were association members that were subject to the association's fees and rules and regulations.

The unit owners in the nearby area claimed that they weren't required to belong to the association, and, therefore, weren't subject to the association's fees and restrictions. The unit owners based their argument on the fact that their units hadn't been mentioned in the association's declaration and other governing documents. They said that the fact that their units had been built by the same developer near the community didn't mean that they were a part of the association. They asked a trial court for an

(continued on p. 6)

© 2013 by Vendome Group, LLC. Any reproduction is strictly prohibited. For more information call 1-800-519-3692 or *visit www.vendomerealestatemedia.com.*

Recent Court Rulings (continued from p. 5)

injunction to stop the association from charging these fees and a declaration that the unit owners weren't part of the association.

The trial court said that the declaration was ambiguous. While the declaration was clear as to the parties and the lots expressly covered by the association, which didn't include the nearby condos, it also was clear that all property owners within the planned unit development—which included the condos—must belong to the association. Therefore, the court considered extrinsic evidence—that is, evidence other than the documents themselves—to determine that the unit owners were actually part of the association. The unit owners appealed.

Decision: A Maryland appeals court upheld the trial court's decision.

Reasoning: The appeals court agreed with the trial court that the association's declaration of restrictions was ambiguous, and therefore allowing extrinsic evidence to be admitted on the issue of the parties' intent when the community was developed was allowed. While the declaration was clear as to the parties and the lots expressly covered by the association, which didn't include the nearby condos, it also was clear that all property owners within the planned unit development—which included the condos—must belong to the association, said the appeals court.

The appeals court pointed out that proof of a common plan or scheme of development can give rise to an inference that restrictions imposed in the deeds for most of the properties in the development were for the benefit of all who purchased property in the development. Therefore, consistent with the developer's intent, the restrictions could be enforced against the owner of a property whose deed didn't include them.

Here, the developer developed the land for sale in lots and indicated an intention to follow a general plan or scheme of development with respect to the land, and imposed substantially uniform restrictions on the lots conveyed. Those same restrictions may be enforced against the land retained by the developer and sold to the unit owners because that land was found to be part of the general plan of development and the buyers purchased their lots. ♦

- Point's Reach Condo. Council of Unit Owners v. The Point Homeowners Association, August 2013

Repairs & Maintenance (continued from p. 1)

Worse, poor community relations result when members can't use amenities under construction or repair, such as a fitness room or pool, which their assessment dollars are paying for. Some members might even get so frustrated that they decide to withhold their monthly assessment, creating additional headaches for everyone involved.

And what if you hired a particular contractor instead of another because it promised to be finished sooner—but isn't? You've passed up the chance at the contractor you really wanted, all for nothing. If you've agreed to pay your contractor a higher price and the contractor is delayed, you've lost the benefit the higher price bought you.

Delay Clause to the Rescue

It's common for contractors to take on more work than they can practically handle. They prefer to get as much work as they can and worry later about how to get it all done. If a more profitable project comes along, the contractor may accept it and take workers off your project in order to work on the new one. Inserting a clause in your contract requiring the contractor to pay for any delays puts it on notice that you mean business—and takes away the economic incentive for the contractor to delay your project.

Clause Depends on Leverage

A delay clause isn't an automatic solution. Although you should try to get your contractor to agree to a delay clause whenever possible, it's sometimes not realistic. For example, you may have trouble getting the contractor's agreement if it's a small project or the contractor is so busy it can afford to pick and choose the projects it wants to accept.

But a slow economy can work in your favor, giving you leverage

© 2013 by Vendome Group, LLC. Any reproduction is strictly prohibited. For more information call 1-800-519-3692 or *visit www.vendomerealestatemedia.com.*

that you might not otherwise have. You can try to negotiate a penalty clause in your standard contract, but remember that it'll be easier to impose if your project is large. Be prepared for pushback on smaller projects—ones that usually aren't profitable enough for contractors to risk paying your delay expenses if they don't finish on time.

You're in the best position to insist on putting the clause in your contract when you have a choice of contractors and can send your business elsewhere if a contractor refuses to agree to it.

There's a creative alternative to consider, if that scenario doesn't apply to you. When a delay clause isn't possible, try the tactic of offering a bonus for early completion.

Establish Entitlement

What should your delay clause say? Your delay clause, like our Model Contract Clause: Keep Contractors on Schedule, should say that you're entitled to "actual damages" if the work is delayed. In your clause, you should say that actual damages include the following items:

Item #1: Out-of-pocket costs. An out-of-pocket cost is money that you spent because of the contractor's delay. For example, say you're rewiring and repainting a fitness room. The electrician is scheduled to finish on a Wednesday, and the painter is scheduled to begin the following day. If the electrician doesn't finish on the day he said he would, the painter won't be able to start work as scheduled, and you'll probably have to pay him for waiting until the electrician finishes. The money you have to pay the painter is an out-of-pocket cost. That is, you wouldn't have had to pay it had the contractor finished on time.

Item #2: Consequential damages. Consequential damages is a legal term for the money you lose, although not out-of-pocket, as a result of the contractor's delay. For example, say you manage a new community that's selling units, and you hire a contractor to renovate kitchens in individual units in time for your big summer sales push. The contractor doesn't finish on time, and your units remain unsold while the rush of summer traffic heads for your competition. You've lost the sales proceeds those units would've generated, as well as the portion of monthly assessments that the developer is now stuck paying because the contractor didn't finish on time.

Item #3: Other damages you can prove. Actual damages also include any other damages you may be able to prove. You don't want to limit yourself to out-of-pocket and consequential damages. That's because there may be other damages that arise. Prepare for hard-to-predict costs by including a blanket statement in the contract. ♦

MODEL CONTRACT CLAUSE

Keep Contractors on Schedule

The clause you include in your contract should say that if a project takes longer to complete than the contractor estimated, the contractor must pay the community association any damages that the delay causes. These damages will include out-of-pocket costs, consequential damages, and any other damages the association can prove. Talk to your attorney about adapting this clause for your own use.

DAMAGES FOR DELAY

The Community Association is entitled to actual damages against Contractor in the event of any delay or delays in the completion of the Work. Such actual damages shall include, but not be limited to, out-of-pocket costs, consequential damages, and such other damages as the Community Association may prove.

Join the Discussion!

Become a member of the **INSIDER'**s LinkedIn discussion group, and share your ideas and opinions on today's community association management trends. Recently members have posted comments on access to association records, inspections of common elements, and consolidation in the management industry. Look for **COMMUNITY ASSOCIATION MANAGEMENT INSIDER** discussion group on LinkedIn, and get your voice heard today!

© 2013 by Vendome Group, LLC. Any reproduction is strictly prohibited. For more information call 1-800-519-3692 or *visit www.vendomerealestatemedia.com.*

Ariz. Court HOA Ruling

(continued from p. 1)

later. One section of the restrictions prohibits the display of any sign that's visible from neighboring property without the approval of the Village Association or the Design Review Committee.

In 2011, the homeowners posted a "For Sale" sign on their lot. After the association forced its removal, they sued to have the restriction declared unenforceable. When a trial judge sided with the couple, the association appealed.

The appeals court said the intent of lawmakers was clear: They wanted to void any existing CC&R provisions that prohibit "For Sale" signs. It noted the law specifically says signs that meet certain size requirements are permitted. And it also says the law applies to any restriction "without regard to the date the covenant, restriction, or condition was created, signed, or recorded."

Addressing the association's constitutional claim, the appeals court said that it's up to the group challenging the law to show that it "substantially impairs" the contractual arrangement. Even then, the judge said, a challenger must also show there's no "significant or legitimate public purpose" behind the law, or that the impairment is an "unreasonable means" of achieving that purpose.

The appeals court also said that while the CC&Rs prohibit nearly all signs, their terms also make it clear that the ban doesn't apply to any sign that can't be prohibited by law. That means property owners could have anticipated that there would be exceptions enacted by the legislature. The owners had hoped that the lawsuit would force the court to balance their rights with that of the other homeowners who bought their property with the assumption there would be no such signs. It was important that there should be provisions that assist owners in selling their homes, which sometimes depends on signs that advertise available homes, especially considering the difficulties many homeowners have faced selling property in recent years. ♦

***DID YOU KNOW* that the number of housing discrimination cases filed each year keeps rising?**

… and that housing providers like you are paying higher penalties and settlements — sometimes over $1 million?

Take FAIR HOUSING COACH's Pop Quiz:

Q Can someone who *isn't* disabled sue for disability discrimination under the Fair Housing Act?

A Yes, according to a federal court in Florida, in *Falin v. Condo Assn. of La Mer Estates, Inc.* (Nov. 2011).

Avoid the costly mistakes that could trigger a discrimination complaint.

Let FAIR HOUSING COACH train your staff how to comply with fair housing law.

In addition to a monthly lesson, quiz, and eAlerts sent directly to your email inbox, you'll get 24/7 access to our Web site archive of five years' worth of lessons and quizzes.

Here are some recent topics covered in **FAIR HOUSING COACH**—

- ✦ Avoiding Fair Housing Problems in New Media
- ✦ What Is a Family? Complying with the Law in Light of Changing Family Structures
- ✦ Documenting Disability-Related Accommodation and Modification Requests
- ✦ Complying with Fair Housing Law When Dealing with a Hoarding Problem
- ✦ Trend Watch: Dealing with the Rise in Multigenerational Households
- ✦ State Law Roundup: Checklist of State Fair Housing Protections

SUBSCRIBE TODAY!

Go to www.FairHousingCoach.com or call 1-800-519-3692