

**UNITED STATES DISTRICT COURT  
DISTRICT OF FLORIDA  
TAMPA DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CASE NO.: 8:12-cv-2298-T-33TGW

TOWNHOMES OF KINGS LAKE

HOA, INC., et al.,

Defendants.

\_\_\_\_\_ /

**CONSENT DECREE**

**I. INTRODUCTION**

1. The United States initiated this action on October 9, 2012, against Defendants Townhomes of Kings Lake HOA, Inc. (“HOA”) and Vanguard Management Group, Inc. (“Vanguard”), under 42 U.S.C. §§ 3612(o) and 3614(a). In its complaint, the United States alleges that the Defendants violated the Fair Housing Act (“FHA”), as amended, 42 U.S.C. §§ 3601–3631, on the basis of familial status by adopting, maintaining, and enforcing unlawful occupancy limits for all townhomes in the Townhomes of Kings Lake (“Kings Lake”) in Gibsonton, Florida. Specifically, these occupancy limits (“the Kings Lake Occupancy Limits”) permitted only three occupants in 2-bedroom townhomes, four occupants in 3-bedroom townhomes, and six occupants in 4-bedroom townhomes. These occupancy limits were codified in Kings Lake’s Declaration, Section 13.22.2, which was and is recorded with the Clerk of Court for Hillsborough County, and referenced by incorporation in Defendant HOA’s Articles of Incorporation and By-Laws.

2. The United States alleges that the Defendants, through their conduct between August 2006 through November 2007 described in the Complaint, violated the rights of Gregory Tracey, Kimberley Konash, and their six children, Tiffany Skizinski, Deanna Tracey, LT, RT, KT, and ST<sup>1</sup> (together, the “Tracey/Konash Family”), by discriminating against them in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status, in violation of 42 U.S.C. § 3604(b); and coercing, intimidating, threatening, or interfering with them in the exercise or enjoyment of, or on account of their having exercised or enjoyed, their rights granted or protected by Section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.

3. The United States alleges that the Defendants have engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the FHA, or a denial to a group of persons of the rights granted by the FHA, which denial raises an issue of general public importance, all in violation of 42 U.S.C. § 3614(a).

4. The United States also alleges that, as a result of the Defendants’ discriminatory conduct, the Tracey/Konash Family, who are “aggrieved person[s]” under 42 U.S.C. § 3602(i), have suffered injuries, and that other individuals – which include past, current, and prospective tenants with families, past, current and prospective owners with families, and persons associated with them, all of whom are “aggrieved” person under 42 U.S.C. §§ 3602(i) and 3614(d)(1)(B) – also may have suffered injuries.

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<sup>1</sup> Initials are used in this Decree to identify minor children.

5. Defendant HOA has represented to the United States that the Kings Lake Declaration, Section 13.22.2, was amended on January 10, 2013, after duly authorized votes of the HOA's Board of Directors and the HOA's members, and that this amendment was recorded with the Clerk of Court for Hillsborough County on January 16, 2013. Defendant HOA hereby reaffirms that the Kings Lake Occupancy Limits that are the subject of this litigation have been superseded by the new occupancy limits recorded with Hillsborough County on January 16, 2013 ("Amended Occupancy Limits"). Kings Lake's Amended Occupancy Limits permit four occupants in 2-bedroom townhomes, six occupants in 3-bedroom townhomes, and eight occupants in 4-bedroom townhomes, and provide that "[n]otwithstanding the foregoing restrictions on the maximum number of occupants in any Home permitted, the provisions of this Section 13.22.2 shall not be enforceable when the enforcement of the foregoing restrictions would be contrary to applicable law."

6. The parties desire to avoid costly and protracted litigation and agree that the claims against the Defendants should be settled and resolved without the necessity of a trial. Defendants deny liability or engaging in any wrongdoing.

7. By their signatures below, the parties hereby consent to the entry of this Consent Decree and the attached Judgment.

Therefore, it is **ADJUDGED, ORDERED and DECREED** as follows:

## **II. GENERAL INJUNCTION**

8. The Defendants, their officers, directors, agents, employees, and all persons in active concert or participation with them are enjoined, with respect to the sale or rental of

dwellings as defined by 42 U.S.C. § 3602(b), whether such dwellings are in Kings Lake or at other locations where either Defendant is involved in the sale or rental of dwellings, from:

- a. Refusing to sell or rent, or to negotiate for the sale or rental of, or otherwise making unavailable or denying, a dwelling to any person because of familial status;
- b. Discriminating against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of familial status;
- c. Making, printing, publishing, or causing to be made any notice, statement or advertisement with respect to the sale or rental of a dwelling that states any preference, limitation or discrimination based on familial status; or
- d. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided and encouraged any other person in the exercise or enjoyment of, any right granted by the Fair Housing Act.

### **III. INJUNCTIVE RELIEF WITH RESPECT TO DEFENDANT HOA**

9. Defendant HOA, its officers, directors, agents, and all persons in active concert or participation with them, are enjoined, with respect to the sale or rental of townhomes in Kings Lake, from imposing, maintaining, ratifying, implementing, or enforcing a policy or practice limiting the number of occupants in a townhome that is inconsistent with the requirements of the Fair Housing Act or applicable occupancy codes or standards of Hillsborough County or the State of Florida.

10. Defendant HOA shall, within forty-five (45) days of entry of this Consent

Decree:

- a. Take all necessary actions to amend its Articles of Incorporation, By-Laws, and community rules, regulations, and standards, and to rescind all past resolutions, documents, or other official statements approving of, endorsing, adopting, or otherwise citing the validity of the Kings Lake Occupancy Limits, and ensure that those documents are consistent with the Amended Occupancy Limits.
- b. Provide written notice(s) to all owners and tenants of all townhomes in Kings Lake explaining the change in the Kings Lake Occupancy Limits. All such notice(s) shall be provided in a manner(s) designed to reach every townhome owner and tenant in a prompt manner, including, if appropriate, through electronic mail. The notice(s) to owners shall include a copy of the amendment to the Kings Lake Declaration recorded on January 16, 2013, and a copy of this Consent Decree. Defendant HOA shall secure, promptly after providing this notice(s) to owners, written acknowledgement from owners that they received the notice(s). Such acknowledgement shall be in the form of **Attachment A** to this Consent Decree. If, despite its best efforts, Defendant HOA cannot obtain such acknowledgement from one or more owners, Defendant HOA shall provide to the United States a list of each such owner.
- c. Post a notice on the bulletin board at the Kings Lake community pool explaining with specificity the changes in the Kings Lake Occupancy Limits. This notice shall remain posted for a minimum of ninety (90) consecutive days.

- d. Provide written notice to, and meet with the firm currently under contract with Defendant HOA to provide residential property management services at Kings Lake, including all employees or agents assigned to Kings Lake, explaining the changes in the Kings Lake Occupancy Limits. The notice shall include a copy of the amendment to the Kings Lake Declaration recorded on January 16, 2013, and a copy of this Consent Decree.
- e. Amend its standard rental application form, including associated documents (e.g., screening form), (i) to delete all references to the superseded Kings Lake Occupancy Limits; (ii) to include the fair housing logo or the words “Equal Housing Opportunity”; (iii) to include the following statement in English and Spanish: "The Townhomes of Kings Lake welcomes families with children."; and (iv) to include the following: “If you believe you have been discriminated against during the rental process on the basis of your familial status (having a child under 18 years old), you may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777 or the U.S. Department of Justice at 1-800-896-7743.” All these words and/or logo shall be prominently placed and easily legible.
- f. Establish and begin maintaining a log of all its (i) rejections of applications to rent or own a townhome, and (ii) adverse actions, whether threatened or actual, taken with respect to any owner, tenant or other occupant (e.g., eviction, fine, warning letter). This requirement shall not apply to adverse actions taken for non-payment or late payment of homeowners association fees or assessments that are generally

applicable to owners at Kings Lake. The log shall be in the form of **Attachment B** to this Consent Decree, or in a similar form(s) utilized by Defendant HOA or its agent(s) that captures all the information requested in Attachment B.

11. Defendant HOA shall, within five (5) days after it learns, directly or through its agents including its then-current property management firm, of the sale of any residential property at Kings Lake, provide a copy of this Consent Decree to the new owner(s) and promptly secure their written acknowledgement of receipt (Attachment A).

12. Defendant HOA shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against Defendant HOA, or against its officers, directors, or other agents with respect to the Townhomes of Kings Lake and regarding familial status discrimination in housing. If the complaint is written, Defendant HOA shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. Defendant HOA shall also promptly provide to the United States all non-privileged information it may request concerning any such complaint and shall inform the United States within fifteen (15) days of any resolution of such complaint.

#### **IV. INJUNCTIVE RELIEF WITH RESPECT TO DEFENDANT VANGUARD**

13. Defendant Vanguard shall inform the boards of directors of the community associations it manages that they should consult with their attorneys with respect to: (a) the enforceability of any occupancy restrictions in their government documents; (b) any attempt by the community association to establish or enforce any occupancy restrictions; and (c) the

publication of any document, such as a lease, tenancy application, or newsletter, that Vanguard knows references occupancy restrictions.

#### **V. TRAINING**

14. Within forty-five (45) days of the entry of this Consent Decree, Defendants HOA (all directors and officers) and Vanguard (at a minimum, all those listed in “Our Team” on Vanguard’s website) shall attend a program of educational training concerning the substantive provisions of federal, state and local fair housing laws, including the prohibitions against discrimination based on familial status, and the Defendants' responsibilities under such laws. Defendant HOA shall also require attendance at such training by the contractor responsible for providing residential property management services at Kings Lake, including, at a minimum, the property manager and all other employees and agents who serve as back-up property manager at Kings Lake or who directly supervise the property manager in that capacity. As of the date of signing this Consent Decree, Defendant HOA and the United States have agreed upon two employees of the current residential property management contractor required to take this training. The training shall be conducted by a qualified third party, approved in advance by the United States and independent of the Defendants or their employees, agents, or counsel. The United States will not unreasonably withhold its approval. All costs of this program shall be borne by the Defendants. All persons attending such a program shall have their attendance certified in writing by the person conducting the program, using the Certification of Completion of Training attached as **Attachment C**.

15. Any HOA director or officer appointed or elected, and any Vanguard “Our Team” member so designated, after the entry of this Consent Decree, if unable to attend the



training required under the previous paragraph, shall attend a training program as described in the previous paragraph within sixty (60) days of the date of being so appointed, selected or designated. The requirement in the previous sentence shall also apply to any employees or agents of any property management firm that Defendant HOA retains who have, at any time during the duration of this Consent Decree, any of the responsibilities at Kings Lake described in the previous paragraph, and shall be satisfied within sixty (60) days of assumption of those responsibilities or execution of a new property management contract.

## **VI. RECORD-KEEPING AND REPORTING**

16. Defendant HOA shall retain all records maintained in the normal course of their business, including, but not limited to, those relating to review of rental applications and sales contracts, enforcement of Kings Lake rules and regulations, and complaints by tenants or owners, whether actual or prospective. Representatives of the United States shall be permitted, during the duration of this Consent Decree and upon reasonable notice to Defendant HOA, to inspect and copy at reasonable times any such non-privileged records, including for the purpose of making its preliminary determinations and final recommendations under Paragraphs 25 and 26, below.

17. Within sixty (60) days of the entry of this Consent Decree, Defendant HOA and, with respect to training, Defendant Vanguard, shall provide counsel for the United States with written notice of compliance with Paragraphs 10 and 14 of this Decree, including all sub-paragraphs.<sup>2</sup> Six (6) months after the due date for the written notices of compliance

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<sup>2</sup> All notices and reports that one or both Defendants are required to send to counsel for the United States under this Consent Decree, as well as all checks required under Section VII, shall be sent by overnight mail to: United States Department of Justice, Civil Rights Division, Housing and Civil Enforcement Section, 1800 G Street,

described in the previous sentence, every six (6) months thereafter, and one final time thirty (30) days prior to the expiration of this Consent Decree, Defendants shall each provide counsel for the United States with written notice of compliance with Paragraphs 11, 12, 13, and 15 of this Decree to the extent the Consent Decree's requirements apply to them. With respect to Paragraph 12, the notice from Defendant HOA shall state either that no complaints have been received during the reporting period or that the provisions of Paragraph 12 have been complied with.

18. All reporting by Defendants to the United States under this Section VI shall include therein the supporting documentation that is required of them in carrying out the provisions in this Consent Decree.

## **VII. MONETARY DAMAGES FOR AGGRIEVED PERSONS**

### **A. The Tracey/Konash Family**

19. Within thirty (30) days after the entry of this Consent Decree, each Defendant shall send to counsel for the United States, via overnight delivery, a check made payable to the "United States Treasury," said checks being in the combined amount of forty-five thousand dollars (\$45,000.00), and representing damages for the benefit of individual members of the Tracey/Konash Family. Defendant HOA shall pay thirty-five thousand dollars (\$35,000) toward this amount and Defendant Vanguard shall pay ten thousand dollars (\$10,000) toward this amount. The \$45,000.00 will subsequently be divided as follows: \$33,500.00 to Kimberley Konash; \$8,000.00 to Gregory Tracey; \$2,500.00 to Tiffany Skizinski; and \$1,000.00 to Deanna Tracey.

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N.W., Suite 7002, Washington, D.C. 20006, Attn. D.J. # 175-17M-499 and by email to [jeff.knishkowy@usdoj.gov](mailto:jeff.knishkowy@usdoj.gov) and [neta.borshansky@usdoj.gov](mailto:neta.borshansky@usdoj.gov).

20. When counsel for the United States has received the checks payable as set forth in the previous paragraph from Defendants and a release in the form of **Attachment D** signed by a Tracey/Konash Family member entitled to a payment, counsel for the United States shall deliver to each such member entitled to a payment his or her respective share of the amount set forth in the previous paragraph and to counsel for Defendants HOA and Vanguard each original, signed release.

**B. Settlement Fund for Other Aggrieved Persons**

21. Within thirty (30) days after the entry of this Consent Decree, Defendants shall deposit the combined amount of eighty-five thousand dollars (\$85,000.00) into an interest-bearing escrow account for the purpose of compensating other persons who are deemed aggrieved persons (“aggrieved persons”) as set forth below. Defendant HOA shall pay seventy thousand dollars (\$70,000) toward this amount and Defendant Vanguard shall pay fifteen thousand dollars (\$15,000) toward this amount. This money shall be referred to as the “Settlement Fund.” Title to this account shall specify that it is “for the benefit of aggrieved persons pursuant to the Order of the Court in United States v. Townhomes of Kings Lake HOA, Inc., et al.” Within fifteen (15) days of the establishment of this Fund, Defendant HOA shall submit proof to the United States that this account has been established and the funds deposited. Any interest accruing to the Settlement Fund shall become a part of the Fund and shall be utilized as set forth herein. All costs or fees charged by the bank relating to the maintenance of the account shall be paid from the Settlement Fund.

22. Within forty-five (45) days of the entry of this Consent Decree, Defendant HOA shall publish a Notice to Potential Claimants of Housing Discrimination (“Notice”)

(**Attachment E-1**) of at least three columns by six inches in the Main B Section of the *Tampa Bay Times* (Full Run) and the Metro Section of the *Tampa Tribune* (Full Run). Within that time, the Notice shall be published in each publication on three (3) separate dates, and the publication dates in each journal shall be separated by at least seven (7) days and include at least two (2) Sundays. Also during this 45-day period, Defendant HOA shall post a Notice of the same size in two (2) electronic journals, <http://www.tampabay.com> and <http://www2.tbo.com>. The Notice shall be published in each journal on three (3) separate dates, and the publication dates in each journal shall be separated by at least seven (7) days and include at least two (2) Sundays. Also during this 45-day period, Defendant HOA shall publish Spanish translations of the Notice (**Attachment E-2**), of at least three columns by six inches, on two (2) separate dates separated by at least fourteen (14) days in a Spanish print newspaper in the Tampa area to be identified by the United States, and on two (2) separate dates separated by at least fourteen (14) days in a Spanish electronic journal in the Tampa area to be identified by the United States. Defendant HOA shall provide to counsel for the United States a copy of each print newspaper containing such Notice, and a screen shot of each electronic journal containing such Notice, within three (3) days after the last publication. The Notice shall not be published on a Saturday or on a holiday. All the costs associated with the Notice, its publication, and distribution shall be borne by Defendant HOA.

23. As set out in Attachments E-1 and E-2, the Notice shall set forth a summary of the legal and evidentiary contentions of the United States; and a statement that the United States seeks information from any persons who claim to have been subjected to familial

status discrimination, or who know of others who may have been subjected to such discrimination, by the Defendants or either of them in connection with Kings Lake.

24. Nothing in this Decree shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons (such as conducting door-to-door interviews of current tenants).

25. The United States shall make a preliminary determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform Defendants in writing of its preliminary determinations, together with a copy of a sworn declaration from each allegedly aggrieved person setting forth the factual basis of the claim. Defendants shall have fourteen (14) days to review this information and provide to the United States any documents or information that they believe may refute the claim.

26. Within sixty (60) days of receiving Defendants' comments pursuant to the previous paragraph, the United States shall submit its final recommendations to the Court for its approval, identifying the aggrieved persons and an appropriate amount of damages that should be paid to each such person from the Settlement Fund, together with a copy of documentation supporting these recommendations. Within ten (10) days of a Court order providing for the distribution of funds from the Settlement Fund to aggrieved persons, Defendant HOA shall deliver to the United States checks payable to the aggrieved persons in the amounts approved by the Court. Only Defendant HOA's President and/or Treasurer may sign checks from the Settlement Fund, and only for the purpose set forth in this paragraph. The United States shall require all claimants to sign the release (Attachment D) releasing

Defendants from further liability regarding the allegations relating to this lawsuit before distributing funds to any aggrieved person.

27. After the satisfaction of paragraphs 21 - 26, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be distributed to a qualified organization(s) for the purpose of conducting enforcement or educational activities related to the Fair Housing Act in Gibsonton, FL, and/or the surrounding metropolitan area, with an emphasis on the protection of the rights of families with children under 18 years of age. Before selecting the qualified organization(s), Defendants will obtain a proposal from the organization(s) on how the funds will be used consistent with the above-stated purpose, submit such proposal to the United States, and consult with and obtain the non-objection of the United States, which the United States will not unreasonably withhold. The United States and Defendants may request modification of the proposal before approving the organization(s). The parties shall thereafter seek approval from the Court to distribute the remaining funds to the qualified organization(s). Defendants shall also require that the qualified organization(s) receiving funds submit to Defendants and the United States a detailed report on how the funds are utilized within one year of receipt of funds, and every year thereafter until the funds are exhausted.

#### **VIII. CIVIL PENALTY**

28. Within thirty (30) days after the entry of this Consent Decree, Defendant HOA shall pay a total of fifteen thousand dollars (\$15,000.00) to the United States as a civil penalty, and Defendant Vanguard shall pay a total of five thousand dollars (\$5,000.00) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). Each of these payments shall be in the form of a check sent by overnight delivery to counsel for the United States at the address in footnote 2, and made payable to “United States Treasury.”

**IX. SCOPE AND DURATION OF CONSENT DECREE**

29. The provisions of this Consent Decree shall apply to Defendants HOA and Vanguard, their employees, agents, directors, officers, successors, and assigns.

30. This Consent Decree is effective immediately upon its entry by the Court and shall remain in effect for thirty (30) months.

31. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree, after which time the case shall be dismissed with prejudice as to Defendants HOA and Vanguard.

32. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Section X, below.

**X. REMEDIES FOR NON-COMPLIANCE, TIME FOR PERFORMANCE, AND MODIFICATIONS**

33. The United States may move the Court to extend the period in which this Consent Decree is in effect only if Defendant HOA or Vanguard violates one or more terms of the Decree or if the interests of justice otherwise require an extension of the terms of the Decree. The United States may seek such extension as to one or both Defendants, as applicable.

34. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the Parties.

35. The Parties to this Consent Decree shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Decree prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by Defendant HOA or Vanguard, where willful or

otherwise, to perform in a timely manner any act required by this Decree or otherwise to comply with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may have been occasioned by Defendant HOA's or Vanguard's violation or failure to perform. Nothing contained in this paragraph or otherwise in this Decree shall be deemed to prevent Defendant HOA or Vanguard from responding to or otherwise contesting a motion made by the United States to this Court seeking the imposition of a remedy for an alleged failure of Defendant HOA or Vanguard to comply with this Decree.

36. The parties agree that, as of the date of the entry of this Decree, litigation is not "reasonably foreseeable" concerning the matters described in Paragraphs 1-5. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in Paragraphs 1-5, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the parties of any other obligations imposed by this Consent Decree.

37. The parties agree that in the event that Defendant HOA or Vanguard engages in any future violation of the Fair Housing Act, such violation shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d).

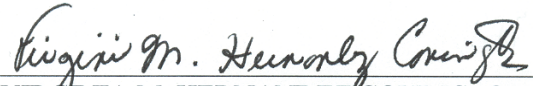
#### **XI. DISMISSAL OF CROSS-CLAIM**

38. Defendants HOA and Vanguard agree and stipulate that within five (5) days of the Court's approval of this Consent Decree, the "Cross-Claim Against Co-Defendant



Townhomes of Kings Lake HOA, Inc. for Indemnity" brought by Defendant Vanguard against Defendant HOA [DE #28] will be dismissed with prejudice.

IT IS SO ORDERED, this 15th day of August, 2013.

  
VIRGINIA M. HERNANDEZ COVINGTON  
UNITED STATES DISTRICT JUDGE

Respectfully Submitted,

For Plaintiff United States of America:  
Dated: August 13, 2013

JOCELYN SAMUELS  
Acting Assistant Attorney General  
Civil Rights Division

s/ Jeffrey Knishkowy  
STEVEN H. ROSENBAUM  
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For Defendant Townhomes of Kings Lake HOA, Inc.:  
Dated: August 13, 2013

s/ Eric W. Dickey  
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Attorney for Defendant,  
Townhomes of Kings Lake HOA, Inc.

For Defendant Vanguard Management, Inc.:  
Dated: August 13, 2013

s/ Marielle E. Westerman  
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Attorney for Defendant  
Vanguard Management Group, Inc.  
Lead Trial Counsel

**ATTACHMENT A**

**Owner Acknowledgment of Receiving Consent Decree**

I have received a copy of the Consent Decree entered in *United States v. Townhomes of Kings Lake HOA, Inc., et al.*, Case No. 8:12-cv-2298-T-33TGW (M.D. Fla.), including a copy of the amendment to the Townhomes of Kings Lake Declaration, recorded with Hillsborough County, Florida, on January 16, 2013. I have read these documents and understand the new occupancy policy at the Townhomes of Kings Lake.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER NAME (PRINT)

\_\_\_\_\_  
OWNER'S STREET ADDRESS AT TOWNHOMES OF KINGS LAKE

\_\_\_\_\_  
OWNER SIGNATURE

**ATTACHMENT B**  
**Log of Occupancy Rejections and Adverse Actions**

<b>Date of Action</b>	<b>Action Taken (with specifics if adverse action)</b>	<b>Who Took Action</b>	<b>Reason for rejection or adverse action</b>	<b>Name of individual(s) against whom action taken</b>	<b>Contact information of individual(s) in prior column</b>	<b>Status of individual</b>
Example 1: 5/17/13	TR	Property management firm X				PT
Example 2: 6/3/13	AA – fine	HOA fining committee				O

TR = Tenancy Rejection  
 OR – Ownership Rejection  
 AA – Adverse Action

O = Owner  
 T = Tenant

PT = Prospective Tenant  
 PB = Prospective Buyer  
 Ot = Other (specify)

HOA = Townhomes of Kings Lake Homeowners Association  
 (Board, Officer, or Committee)

**ATTACHMENT C**

**Certification of Completion of Training**

On \_\_\_\_\_, 20\_\_, \_\_\_\_\_ completed an in-person training, conducted by me, on the requirements of the federal Fair Housing Act, 42 U.S.C. §§ 3601-3631, as well as state and local fair housing laws, including the prohibition against discrimination based on familial status, in compliance with the Consent Decree entered by the United States District Court for the Middle District of Florida in *United States v. Townhomes of Kings Lake HOA, Inc., et al.*, Case No. 8:12-cv-2298-T-33TGW (M.D. Fla.).

This training included instruction on the responsibilities of homeowners associations and property management firms in ensuring compliance with the fair housing laws.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Date)

**ATTACHMENT D**

**Release**

In consideration for the parties' agreement to the terms of the Consent Decree entered in *United States v. Townhomes of Kings Lake HOA, Inc., et al.*, Case No. 8:12-cv-2298-T-33TGW (M.D. Fla.), I, \_\_\_\_\_ **[print name]**, hereby agree, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I may have against Defendants Townhomes of King Lake HOA, Inc. and Vanguard Management Group, Inc. and their agents, employees, officers, members, heirs, executors, spouses, administrators, successors, insurers, and assigns.

I acknowledge and understand that, by signing this Release, I am waiving any right to pursue my own legal action against Defendants Townhomes of Kings Lake HOA, Inc. and Vanguard Management Group, Inc. based on the discrimination alleged by the United States in this case.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants Townhomes of Kings Lake HOA, Inc. and Vanguard Management Group, Inc. and me, without exception or exclusion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of, 2013.

\_\_\_\_\_  
**Signature**

**ATTACHMENT E-1**

**NOTICE TO POTENTIAL VICTIMS OF HOUSING DISCRIMINATION BECAUSE OF FAMILIAL STATUS (HAVING CHILDREN UNDER AGE 18) AT THE TOWNHOMES OF KINGS LAKE, GIBSONTON, FLORIDA**

On \_\_\_\_\_, 2013, the United States District Court for the Middle District of Florida entered a consent decree resolving litigation brought by the United States Department of Justice involving the Townhomes of Kings Lake HOA, Inc. and Vanguard Management Group, Inc. (the “Defendants”). The United States alleged that the Defendants discriminated against tenants, prospective tenants, owners, and prospective owners on the basis of familial status by adopting, maintaining, and enforcing unlawful occupancy limits for all townhomes in the Townhomes of Kings Lake (“Kings Lake”) in Gibsonton, Florida. Specifically, townhomes in Kings Lake could have only three occupants in 2-bedroom townhomes, four occupants in 3-bedroom townhomes, and six occupants in 4-bedroom townhomes. The United States alleged that these occupancy limits discriminated against families with at least one child under 18 years old.

Under the consent decree, you may be entitled to monetary relief if you:

- Were denied housing or discouraged from living at the Townhomes of Kings Lake because you had children or because of the number of children in your family;
- Were required to live in larger housing than you required at the Townhomes of Kings Lake because you had children or because of the number of children in your family; or



- Were harassed or otherwise discriminated against in the terms or conditions of renting or owning a residence at the Townhomes of Kings Lake because you had children or because of the number of children in your family.

If you believe you have been discriminated against in any of the ways described above, or if you have information about others who may have been discriminated against, please contact the United States Department of Justice at: 1-800-896-7743, mailbox number 9994, or write or send an email to:

United States Department of Justice  
Attn: DJ# 175-17M-499  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue, NW – G Street  
Washington, DC 20530  
Email address: [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov)

**You must call or write by \_\_\_\_\_, 2013 [FIVE MONTHS FROM THE DATE OF THE CONSENT DECREE], and your message or letter must include your name, address, and at least one telephone number where you may be reached.**

**ATTACHMENT E-2**

**ANUNCIO A VÍCTIMAS POTENCIALES DE DISCRIMINACIÓN EN VIVIENDA  
POR RAZÓN DE ESTADO FAMILIAR (FAMILIAS CON NIÑOS MENORES DE 18  
AÑOS) EN TOWNHOMES OF KINGS LAKE, EN GIBSONTON, FLORIDA**

El [*day*] del [*month in lower case*] del 2013, el tribunal Federal de Distrito para el Distrito Medio de la Florida emitió una orden por consentimiento solucionando el litigio iniciado por el Departamento de Justicia de los Estados Unidos que involucra a Townhomes of King Townhomes of Kings Lake HOA, Inc. y Vanguard Management Group, Inc. (los “Demandados”). Los Estados Unidos alegó que los Demandados discriminaron contra inquilinos, inquilinos potenciales, dueños, y dueños potenciales por razón de su estado familiar al adoptar, mantener e imponer límites de ocupación ilegales para todas las casas adosadas en Townhomes of Kings Lake (“Kings Lake”) en Gibsonton, Florida. En específico, las casas adosadas en Kings Lake solamente podían tener tres ocupantes en casas adosadas de dos cuartos, cuatro ocupantes en casas adosadas de tres cuartos y seis ocupantes en casas adosadas de cuatro cuartos. Bajo la orden por consentimiento, usted puede tener derecho a compensación económica si a usted:

- Le negaron vivienda o le trataron de disuadir de vivir en Townhomes of Kings Lake porque usted tenía niños o por el número de niños en su familia;
- Le requirieron vivir en una vivienda más grande que la que usted requería en Townhomes of Kings Lake porque usted tenía niños o por el número de niños en su familia;

- Fue hostigado(a) o discriminado(a) de otra forma en los términos y condiciones al alquilar o comprar una residencia en Townhomes of Kings Lake porque usted tenía niños o por el número de niños en su familia.

Si usted cree que usted ha sido discriminado en cualquiera de las formas descritas arriba, o si usted tiene información sobre otras personas que pudieron haber sido discriminadas, por favor comuníquese con el Departamento de Justicia de los Estados Unidos al: 1-800-896-7743, oprima el 2 para continuar en español y seleccione el buzón número 7, o escriba o envíe un email a:

United States Department of Justice  
Attn: DJ# 175-17M-499  
Civil Rights Division  
Housing and Civil Enforcement Section  
950 Pennsylvania Avenue, NW – G Street  
Washington, DC 20530  
Dirección de correo electrónico: [fairhousing@usdoj.gov](mailto:fairhousing@usdoj.gov)

**Usted debe llamar o escribir en o antes del [day] de [month in lower case] del 2013 [FIVE MONTHS FROM THE DATE OF THE CONSENT DECREE], y su mensaje o carta debe incluir su nombre, dirección y al menos un número de teléfono donde nos podamos comunicar con usted.**