

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 20-cv-00007

UNITED STATES OF AMERICA,

Plaintiff,

v.

CREEKSIDE CONDOMINIUM HOMEOWNERS ASSOCIATION, a/k/a Creekside
Condominium Homeowners Corporation,

Defendant.

CONSENT ORDER

This Consent Order is entered into between Plaintiff United States of America and
Defendant Creekside Condominium Homeowners Association.

I. INTRODUCTION

A. The United States filed suit to enforce provisions of the Fair Housing Act, 42 U.S.C. §§ 3601-3619 ("FHA"), alleging in the Complaint filed on December 18, 2019, that Defendant discriminated against Jason Neilson and Kirsten Swick in violation of the Fair Housing Act.

B. Defendant Creekside Condominium Homeowners Association is a homeowners association that governs and enforces rules and regulations for Creekside Condominiums, an owner-occupied, deed-restricted housing complex with 27 condominium units in three buildings, including 1312 Brush Creek Lane. The homeowners association is governed by a Board of Managers ("Board").

C. Jason Neilson and Kirsten Swick were the complainants in the administrative complaint filed with the Secretary of the U.S. Department of Housing and Urban Development (“HUD”) that gave rise to this lawsuit. At all relevant times, Neilson was the owner of Unit G12 at 1312 Brush Creek Lane, Snowmass Village, Colorado. Swick is Neilson’s domestic partner and lived with Neilson in Unit G12 since 2014. Swick is an individual with a disability under 42 U.S.C. § 3602(h), and Neilson and Swick are “aggrieved persons” within the meaning of the FHA, 42 U.S.C. § 3602(i).

D. On November 27, 2017, Neilson and Swick timely filed a housing discrimination complaint with the Secretary of HUD. The complaint alleged that Defendant Creekside discriminated on the basis of disability in violation of the Fair Housing Act, 42 U.S.C. §§ 3601-3619.

E. On September 25, 2019, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging Creekside with engaging in discriminatory housing practices on the basis of disability in violation of Sections 804(f)(1), (f)(2), (f)(3)(B), and 818 of the Fair Housing Act, 42 U.S.C. §§ 3604(f)(1), (f)(2), (f)(3)(B) and 3617.

F. On October 14, 2019, Neilson and Swick elected to have the claims asserted in HUD’s Charge of Discrimination resolved in a civil action, pursuant to 42 U.S.C. § 3612(a).

G. Following the Notice of Election, the Secretary of HUD authorized the Attorney General to commence this civil action pursuant to 42 U.S.C. § 3612(o) (“Civil Action”).

H. On December 14, 2016, Neilson and Swick acquired an emotional support dog named Tallulah. They submitted a letter to the Board from Dr. Jacqueline Neilson, Ph.D., Licensed

Psychologist, and Psychoanalyst, recommending that Swick be permitted to have an emotional support animal as a reasonable accommodation for her disability.

I. Creekside has a policy prohibiting all pets with the exception of one cat per unit. In March 2015, the Board adopted a resolution creating procedures for making requests for reasonable accommodation for “service animals.” This resolution required the Board to grant reasonable accommodations to individuals with disabilities, and permitted the Board to ask for “reliable documentation of a disability and their disability related need for a service animal.”

J. Between December 14, 2016, and June 14, 2017, Neilson and Swick submitted numerous forms of documentation from mental health and medical professionals to support Swick’s need for an emotional assistance animal as a reasonable accommodation for her disability.

K. From January 11, 2017, until June 14, 2017, the Board repeatedly denied Neilson and Swick’s request for a reasonable accommodation to permit Swick’s emotional support animal to reside with her and Neilson at Creekside.

L. On January 11, 2017, the Board notified Neilson and Swick that they would be fined for having the emotional support animal on the property beginning on January 23, 2017.

M. Because the Board banned the emotional support animal from Creekside, Neilson and Swick were forced to choose between living with the emotional support animal or leaving their home. They chose to continue living with the emotional support animal. Between January 27, 2017, and June 14, 2017, Neilson and Swick stayed at five different residences belonging to friends or relatives, and spent more than a week living in their van in order to continue residing with Swick’s emotional support animal.

N. Despite the fact that Neilson and Swick complied with the Board's request that the emotional support animal not stay at Creekside, the Board continued to levy fines against Neilson and Swick. On March 8, 2017, the Board informed Neilson and Swick that they had to pay \$3,650 in fines by March 20, 2017, for having their emotional support animal on the property, or else the Board would place a lien on Neilson's unit.

O. On June 14, 2017, after receiving a communication from Neilson and Swick's attorney, the Board notified Neilson and Swick that it would grant their request for a reasonable accommodation.

P. On August 29, 2017, the Board notified Creekside residents of a special assessment of \$500 being levied on all homeowners "to cover legal costs and potential liability arising from the Board's enforcement of the Association's 'No Dog' rule."

Q. On October 13, 2017, the Board sent an e-mail to every homeowner or homeowner's representative at Creekside disclosing that Neilson and Swick's request for reasonable accommodation was the reason for the \$500 special assessment:

The fact is the Board granted "reasonable accommodation" for an ESA for Kristen [sic] Swick while living in Unit 1312 and rescinded all fines for the homeowner, Jason Neilson. **Jason has an attorney who has continued to threaten the HOA with litigation . . .**

We hope this clears up any questions you might have about this special assessment.
(Emphasis in original.)

R. The United States and Defendant wish to resolve all of the claims brought in this Civil Action by willingly agreeing to entry of this Consent Order.

It is hereby STIPULATED, ADJUDGED, and ORDERED as follows:

II. INJUNCTION

1. This Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 3612(o).

2. Defendant, and its officers, employees, agents, successors, and assigns, and all other persons in active concert or participation with Defendant, will not discriminate on the basis of disability as prohibited by the FHA. Specifically, Defendant will not:

(a) discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability, in violation of 42 U.S.C. § 3604(f)(1)(A);

(b) discriminate in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with such a dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);

(c) fail or refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B);

(d) coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of any person having exercised or enjoyed, or on account of any person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Sections 3604, 3605, or 3606 of the FHA, in violation of 42 U.S.C. § 3617.

III. ADOPTION OF REASONABLE ACCOMMODATION POLICIES

3. Upon entry of this Consent Order, Defendant shall implement the Guidelines Regarding Reasonable Accommodations, the Reasonable Accommodation Policy, and the Assistance Animal Policy (“Policies”) attached as **Appendices A.1, A.2, and A.3**.

4. No later than fifteen (15) days after the entry of this Consent Decree, Defendant shall distribute the Policies to all current homeowners and their representatives, all members of the Board, and any of the Board’s agents or assigns. All current members of the Board shall sign a statement, substantially similar to **Appendix B**, acknowledging that they have received the Policies and had an opportunity to read them (including all appendices thereto), and to have questions about them answered. Defendant will provide any new Board member, no later than thirty (30) days after the date he or she becomes a member of the Board, with a copy of the Policies, and Defendant shall require each such new Board member to sign the statement described above.

IV. FAIR HOUSING TRAINING

5. Defendant shall provide annual training regarding the FHA and the Policies, as well as information about state and local fair housing laws, to all current members of the Board, or any individual involved in the consideration of any reasonable accommodation request made to Defendant, including attorneys.

6. The training shall be conducted by an independent, qualified third party, approved in advance by the United States, and shall last at least two hours. The proposed trainer’s resume, as well as training agenda and materials to be used at the training, shall be submitted to the

United States within thirty (30) days after entry of this Consent Order. Any expenses associated with this training shall be borne by Defendant.

7. Each individual who receives the training shall execute the Certificate of Training, attached hereto as **Appendix C**. The first annual training shall occur within ninety (90) days after entry of this Consent Order.

8. Within ten (10) days after conducting the first annual training, Defendant shall provide to the United States: (1) a copy of the training materials; (2) executed Certificates of Training; and (3) statements acknowledging receipt of the Policies. Defendant agrees to make future training materials, attendance records, and signed acknowledgements of receipt available to the United States upon reasonable request.

V. REPORTING AND RECORDKEEPING

9. For three (3) years after entry of this Consent Order, Defendant shall provide the United States with a copy of any record of administrative or judicial fair housing complaints against Defendant, or any officers, employees, agents, successors, or assigns of Defendant, alleging unlawful disability discrimination under the FHA ("FHA Complaints"), and shall do so within twenty (20) days after receipt of any FHA Complaint. Upon reasonable notice, Defendant shall also provide the United States with all information the United States may request concerning any FHA Complaint. Within twenty (20) days after the resolution of any FHA Complaint, Defendant shall provide the United States a copy of any document reflecting such resolution.

10. For three (3) years after entry of this Consent Order, Defendant shall maintain copies of any documents related to any request for reasonable accommodation, including, but not

limited to, all written communication between homeowners or their representatives and any member of the Board, all supporting documentation received by any member of the Board, all notes, meeting minutes, or recordings of any Board meeting where the request for reasonable accommodation is discussed, and any written decisions issued by the Board regarding requests for reasonable accommodation. Defendant shall provide the United States with copies of such documents on an annual basis for the duration of this Consent Order, on November 1, 2020, November 1, 2021, and November 1, 2022.

11. All notifications from Defendant to the United States pursuant to this Consent Order shall be sent to Assistant United States Attorney Zeyen Wu at zeyen.wu@usdoj.gov, and/or any other individual subsequently designated by the United States Attorney's Office for the District of Colorado.

VI. TERMS WITH RESPECT TO COMPLAINANTS NEILSON AND SWICK

12. Defendant shall continue to permit Swick to keep an emotional support animal in her and Neilson's unit.

13. Within thirty (30) days of entry of this Consent Order, the Board, on behalf of Defendant, shall issue the Notice attached as **Appendix D** by e-mail to all Defendant's homeowners that (1) notifies residents of this lawsuit; (2) issues an apology to Neilson and Swick for the conduct at issue; and (3) advises residents about the FHA's non-retaliation provisions.

14. Defendant, all members of the Board, and all agents, assigns, or designees of Defendant, agree that they will not retaliate against or take any action that would interfere with

Neilson and Swick's exercise or enjoyment of, or on account of their having exercised or enjoyed, rights guaranteed by the federal FHA and state and local fair housing laws.

15. Defendant permanently waives any and all claims against Neilson and Swick for attorneys' fees or any other Board-imposed fines and fees arising out of this proceeding, including proceedings brought and/or terminated before the date this Consent Order is entered by the Court.

16. No more than ten (10) days following entry of this Consent Order, Defendant shall pay compensation in the sum of Fifty Thousand Dollars (\$50,000) to Neilson and Swick through the Colorado Lawyer Trust Account Foundation (COLTAF) account of their attorney. Proof of payment shall be provided to the United States within three (3) days of payment.

17. Within ten (10) days of entry of this Consent Order, Neilson and Swick shall release all related claims against Defendant, in the form attached hereto as **Appendix E**.

**VII. RESOLUTION OF ACTION, RIGHT OF REINSTATEMENT,
AND DURATION OF CONSENT ORDER**

18. The United States' claims in this action, including all claims in the Civil Action, are hereby dismissed with prejudice, except as otherwise provided in Paragraph 24 below.

19. Should Defendant fail to timely make any required settlement payment described herein or materially breach any other provision of this Consent Order, the United States reserves the right to move to reinstate some or all of its claims in the Civil Action, as may be appropriate, or to seek an order compelling specific performance of the terms of this Consent Order. Before moving to reinstate the any of its claims or seeking an order compelling specific performance, the United States shall first provide Defendant with notice of any breach in writing and shall afford

Defendant 30 days from the date of mailing to cure the default. Notice of default shall be mailed to the President of the Board.

20. The United States and Defendant will each bear their own costs and attorneys' fees.

21. This Consent Order shall remain in effect for three (3) years following entry by the Court. By consenting to entry of this Consent Order, the parties agree that in the event that Defendant engages in any conduct occurring after entry of this Consent Order that leads to a determination of a violation of the FHA, such conduct shall constitute a "subsequent violation" by Defendant pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

22. This Court shall maintain jurisdiction over the Civil Action to enforce the terms of this Consent Order so long as it remains in effect.

IT IS SO ORDERED, Dated: 1/7/2020



United States District Judge

For the United States of America

JASON R. DUNN
United States Attorney

s/ Zeyen J. Wu

Zeyen J. Wu
Assistant United States Attorney
1801 California St., Suite 1600
Denver, Colorado 80202
Telephone: (303) 454-0100
Fax: (303) 454-0411
zeyen.wu@usdoj.gov

For Creekside Condominium Homeowners Association

s/ James Knowlton

James A. Knowlton
Law Office of James A Knowlton,LLC
211 Midland Ave., Suite 203
Basalt, CO 81621

APPENDIX A.1

CREEKSIDE CONDOMINIUM HOMEOWNERS ASSOCIATION GUIDELINES REGARDING REASONABLE ACCOMMODATIONS

- A. Creekside Condominium Homeowners Association (Creekside) will grant reasonable accommodation requests consistent with the Fair Housing Act, which defines a person with a “handicap” as one who: (a) has a physical or mental impairment which substantially limits one or more of such person’s major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment. Such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802)).
- B. Creekside will review and respond with reasonable promptness to all reasonable accommodation requests. Creekside will not penalize homeowners who make reasonable accommodation requests by assessing fines or fees or otherwise interfering with the requesting person’s enjoyment of housing while Creekside is deciding whether to grant the requested accommodation.
- C. All information received by Creekside regarding an individual’s stated disability, including physical, mental, psychological, and/or psychiatric conditions, and disability-related need for a requested accommodation shall be kept confidential unless the individual authorizes the release of the information or Creekside is required to produce the information in response to a subpoena or court order. “Confidential” means that Creekside will not share any of the information described in this paragraph other than with members of the Board who have voting rights regarding the request for reasonable accommodation, and individuals hired by the Board to assist in evaluating the request.
- D. If the individual has a disability and a disability-related need for a reasonable accommodation under federal, state, or local law, Creekside will grant such accommodation. Creekside will not retaliate against any person because that individual has requested or received a reasonable accommodation. Creekside will not discourage any individual from making a reasonable accommodation request.

APPENDIX A.2

CREEKSIDE CONDOMINIUM HOMEOWNERS ASSOCIATION REASONABLE ACCOMMODATION POLICY

Creekside Condominium Homeowners Association (Creekside) and its Board of Managers (Board) are committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings, as required by federal, state, and local law. A reasonable accommodation or modification may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is Creekside's general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. Creekside may deny the requested accommodation if providing it would impose an undue financial and administrative burden on Creekside or fundamentally alter the nature of Creekside's operations. If granting a reasonable accommodation would impose an undue financial and administrative burden or would fundamentally alter the nature of Creekside's operations, Creekside will consult with the person making the request and provide any accommodation that would not impose such a burden or result in a fundamental alteration.

Creekside accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable accommodation requests may be made by e-mail to any member of the Board. If a person wishes to make a verbal request, please contact _____. The Board will keep a record of all requests.

The Board will decide on requests for reasonable accommodation within 14 days. If the request is of a time-sensitive nature, please let the Board know and efforts will be made to expedite the decision-making process. In the event the Board determines that additional information is necessary to make a determination, the individual making the request will be promptly advised. It is Creekside's policy to seek only the information needed to determine if a reasonable accommodation should be granted under federal, state, or local law. Creekside will not ask about the nature or extent of an individual's disabilities. If the request is granted, the Board will issue a letter so indicating.

If the request is denied, the Board will provide you with a letter stating the reasons for denial. Creekside will not use C.R.S. §§ 18-13-107.3 or 18-13-107.7 as a basis to deny requests for reasonable accommodation, nor will it use these statutes to threaten, coerce, or intimidate persons who make or are considering making requests for reasonable accommodation. If Creekside believes that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of Creekside's operations, a meeting will be scheduled at a mutually convenient time to discuss possible alternative accommodations. If agreement on an alternative accommodation is not reached, the Board will send a letter that includes a detailed explanation of the reasons for denying the request and/or its

decision to grant an alternative accommodation.

If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

<p>U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity Denver Regional Office 1670 Broadway Denver, Colorado 80202-4801 (303) 672-5437 http://hud.gov/complaints/</p>	<p>Colorado Civil Rights Division 1560 Broadway, Suite 825 Denver, CO 80202 (303) 894-2997 https://www.colorado.gov/pacific/dora/caseconnect-0</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

APPENDIX A.3

RESOLUTION OF THE BOARD OF MANAGERS OF
CREEKSIDE CONDOMINIUM HOMEOWNER'S ASSOCIATION
Assistance Animal Policy Under
the Federal Fair Housing Act ("FHA")

WHEREAS, the Creekside Homeowner's Association (the "Association") is a Colorado nonprofit corporation, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Creekside HOA ("Declaration"), at Section 4.3 provides the Association with the power to enforce the deed restrictions and covenants contained within the Declaration; and

WHEREAS, March, 2000 Amended and Restated Rules and Regulations of the Declaration specifically prohibits dogs within the Association;

WHEREAS, the Americans with Disabilities Act and State and Federal Fair Housing Acts ("Acts"), and related regulations, apply to the Association; and

WHEREAS, the Acts require the Association to provide reasonable accommodations for residents (including guests) with disabilities, including the ability to keep assistance animals.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Managers of the Association hereby adopts the following Resolution by and on behalf of the Association, which shall become immediately effective:

1. As required by the Acts, on request to the Association or its appointed manager, a person with a disability requiring an assistance animal must be granted an accommodation from the prohibition against animals.
2. As allowed by the Acts, where a request is made for a reasonable accommodation to keep such assistance animal, the Association or its appointed manager may inquire as to the type of disability, if the disability is not readily apparent, and the specific disability-related need for the animal in question. The Association may ask a person with a disability, when the person's disability is not readily apparent or known to the Association, to submit reliable documentation of a disability and his or her disability-related need for an assistance animal. The Association may also ask about the type of assistance that the animal provides to the owner.
3. A request for a reasonable accommodation to pet restrictions to keep an assistance animal at Creekside may only be denied where the resident does not have a readily apparent disability, is unable to provide reliable documentation of that disability, or there is no relationship between the disability and the stated need for the assistance animal. While considering the request, the Association will allow the animal in question to reside on the premises until a final determination is made. If the request for reasonable accommodation is denied, the Association will permit the

owner a reasonable amount of time to make arrangements for the animal to live elsewhere before imposing fines or fees.

4. The Acts permit the Association to deny access to a specific assistance animal, if that animal: (1) poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; (2) is unable to control waste elimination; (3) is not kept under the control of the animal's owner or another individual capable of keeping the animal under control when outside of the resident's home and in the Project; or (4) would or does cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. The denial of access to such animal will not result in a denial of access of the disabled resident to the Association.

5. All assistance animals must be under the direct control of the resident, or a person competent to control the animal, at all times when outside of the resident's home and in the Project. Direct control shall be when the animal is securely enclosed in a cage or crate, on a leash not more than eight (8) feet in length, and not left unattended in the Common Elements or Limited Common Elements, whether tied to a structure or other object, in a vehicle, or otherwise not within the sight and reach of the resident or a person acting for the resident with the ability to control the animal.

6. Residents with assistance animals, or an individual acting on their behalf, shall immediately remove and dispose of excrement left by the resident's animal in the resident's trash receptacle or other receptacle designated by the Association. All animal excrement shall be removed from a resident's own property on a regular basis so as to maintain a healthy environment and to eliminate nuisance from odor or otherwise.

7. No resident with an assistance animal shall permit such animal to create a nuisance in the Association by engaging in prolonged and uncontrolled barking.

APPENDIX B

**ACKNOWLEDGMENT OF RECEIPT OF
CREEKSIDE CONDOMINIUM HOMEOWNERS ASSOCIATION REASONABLE
ACCOMMODATION POLICIES**

I _____, am the _____ of the Board of Managers of the Creekside Condominium Homeowners Association. I have received and read a copy of the Creekside Condominium Homeowners Association Guidelines Regarding Reasonable Accommodation, Reasonable Accommodation Policy, and Assistance Animal Policy (Policies) and have been given instruction on (1) the terms of the Policies, (2) the Fair Housing Act, particularly related to the Act's reasonable accommodation requirements, and (3) my responsibilities and obligations under the Policies and the Fair Housing Act. I have had all of my questions concerning the Policies answered to my satisfaction.

_____, 20____

Board Member Signature

APPENDIX C

CERTIFICATE OF TRAINING

I acknowledge that on _____, 20____, I received _____

minutes of in-person training on the requirements of the Fair Housing Act.

Signature

Print Name

Job Title/Position

Date

APPENDIX D**NOTICE OF VIOLATION OF THE FAIR HOUSING ACT**

You are receiving this notification to inform you that on or about November 27, 2017, the Creekside Condominium Homeowners Association became the subject of a federal housing investigation by the U.S. Department of Housing and Urban Development (HUD). Following a comprehensive investigation, federal housing investigators determined that the Creekside Condominium Homeowners Association's Board of Managers violated the federal Fair Housing Act when it refused to allow a reasonable housing accommodation of disability as required by law, and engaged in retaliation against the individuals who made the request in violation of law. (42 U.S.C. § 3601 et seq.) A Determination of Reasonable Cause and Charge of Discrimination were issued against the Creekside Condominium Homeowners Association on September 25, 2019. In the interest of the Creekside community at-large, the affected residents and the current Board of Managers have elected to settle this matter out of court.

The current Board of Managers hereby apologizes to the residents who were subjected to unlawful housing discrimination and retaliation. The Board wishes to remind all residents that it is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of the Fair Housing Act as provided in 42 U.S.C. § 3617.

Creekside Homeowners Association Board this _____ day of _____,
20____.

APPENDIX E

In exchange for the relief the United States of America has obtained in its claim on our behalf in the lawsuit captioned *United States of America v. Creekside Condominium Homeowners Association*, No. 20-cv-00007, including compensation in the amount of \$50,000 payable to the Colorado Lawyer Trust Account Foundation (COLTAF) account of our attorney, Jason Neilson and Kirsten Swick hereby release Creekside Condominium Homeowners Association from all related claims arising on or before the date of our signature below under federal, state, and local civil rights law, including but not limited to claims under the Fair Housing Act, relating to Creekside Condominium Homeowners Association's alleged failure to provide Ms. Swick and Mr. Neilson with a reasonable accommodation for Ms. Swick's disability, and retaliatory acts against Ms. Swick and Mr. Neilson, occurring on or before the date signed below.

Date

Kirsten Swick

Date

Jason Neilson