SOUTH COAST HOMEOWNERS ASSOCIATION

ANNUAL LEGISLATIVE FORUM

February 3, 2011

The statements set forth below are provided to assist participants in following the program. They should not be interpreted as absolute statements of law. The actual application of any statute or court decision is dependent upon the facts and circumstances presented in each case.

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Enforcement of Restrictions Governing Alterations and Building

I
General Rule

A. Most CC&R's have restrictions requiring Association approval prior to altering the Common Area or a Unit.

B. California Civil Code Section 1378 requires Associations to adopt procedures owners are to follow when seeking approval for alterations.

C. California Civil Code Section 1378 requires the procedures for alterations to be distributed annually.

II
Clear Lake Community Association v. Cramer (2010) 182 Cal. App.4th 159

Summary of Case

A. Association filed lawsuit against an owner who built his house nine (9) feet higher than that allowed by the Association's architectural guidelines which were adopted by the Architectural Committee.

B. The court held that the guidelines were enforceable. The owner was ordered to lower the house by nine (9) feet.

III
Chapala Management Corp. v. Stanton (2010) 186 Cal App.4th 1532

Summary of Case

A. Association filed a lawsuit against an owner for violating the Association's architectural guidelines. The Association claimed the color of two windows installed by the owner was in violation of the Association's architectural guidelines.

B. The court agreed and ordered the windows to be changed. The court also ordered the owner to pay the Association $65,000.00 in court costs and attorney fees.

IV
Conclusions Drawn from the *Clear Lake* and *Chapala* Cases

A. Associations must establish procedures for owners to follow when requesting Association approval for a modification to the Unit or the Common Area (Civil Code §1378).

B. Associations must distribute procedures to be followed for alterations annually to all owners (Civil Code §1378).

C. Absolute restrictions on the use of an owners separate interest, such as elevations and setbacks must be in the CC&R's or, if the Architectural Committee has power to establish restrictions, they must be adopted by the architectural committee and distributed to the owners.

D. To avoid a claim by the court that the Association acted arbitrarily when approving or disapproving an owner's request for an alteration, any subjective criteria that the committee bases its decision upon should be set forth in architectural guidelines (e.g. colors, style, type of exterior building surfaces, neighboring views to be preserved, etc.).

E. Confirm that the architectural committee has been established by Board action.

F. Enforcement must be consistent.

G. Violations that are allowed to exist may result in the Association being prevented from enforcing compliance.

Maintenance Responsibilities

V
General Rule

A. When determining responsibility for maintenance as between an owner and a Homeowners Association, the Association's CC&R's should first be reviewed.

B. If the Association's CC&R's do not establish responsibility for maintenance, then you defer to California Civil Code Section 1364.

VI
Akil Affan v. Portofino Cove (2010) 189 Cal App.4th 930

Summary of Case

A. Owner sued Association for damage to their unit resulting from a sewer backup.

B. The lower court ruled in favor of the Association.

C. The owners appealed the lower court's ruling.

D. The Appellate Court reversed ruling in favor of the Owner.

VII
Dover Village Association v. Patrick E. Jennison, et al. (2010) _____ Cal.App.4th _____

Summary of Case

A. Association sued an owner for the cost of repairing a failed sewer line serving the owner's unit.

B. The owner claimed he was not responsible for the cost to repair.

C. The court agreed with the owner, holding that the Association was responsible for the cost to repair.

VIII
Conclusions Drawn from the *Portofino* and *Dover Village* Cases

A. Upon receiving a maintenance or repair request, an Association should first determine whether the Association is responsible for the item in question.

B. If an emergency exists, and the Association is uncertain of its responsibility for the item in question, the Association should inform the owner that it will proceed with the necessary repair. However, the owner should also be informed that if it is later determined the item in question was the responsibility of the owner, the owner will be charged for the costs incurred.

C. Where an Association is responsible for maintenance and/or repair, it must treat both the symptom and cause. By way of example, where a plumbing line is repeatedly backing up, not only should the Association clear the line, it should also conduct a reasonable investigation to determine the cause and take corrective action.

D. In making a determination as to how to maintain and or repair, Directors should rely upon the advice of competent experts.

E. If there are multiple repair alternatives, the Board should fully investigate all options. Thereafter the Board should choose that option which it determines to be in the best interests of the Association.

F. Responsibility to repair is not always synonymous with ultimate responsibility for the cost to repair.

G. Responsibility to repair may not always require the Association to be responsible for resulting damage.

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South Coast Homeowners Association

2011 Annual Legal Update

February 3, 2011

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REVIEW OF SIGNIFICANT APPELLATE COURT DECISIONS FROM 2010

1. **Affan et al. v. Portofino Cove Homeowners Association (Oct. 2010) ___ Cal. App. 4th _____.**

Application of LAMDEN judicial deference rule:

This recently decided case provides some significant depth in application of the judicial deference rule stated in the Supreme Court's decision in *Lamden v. La Jolla Shores Clubdominium Homeowners Association* (1999) 21 Cal. 4th 249. In Lamden, the Supreme Court, using the business judgment rule as its basis, ruled that California courts would defer to the judgment of Boards of Association's relative to the means and methods of ordinary maintenance that the Association was obligated to perform. For this judicial deference to be applied, the Association has the burden of demonstrating that a maintenance decision was made upon reasonable investigation, in good faith and with regard for the best interests of the community association and its members.

In Affan, the Association had for a period of at least five years failed to investigate the cause of repetitive sewage backups from the common area waste lines in this condominium project and had failed to implement any prophylactic maintenance program to address the sewage back ups. The Association's approach was to have the drain line snaked whenever a sewage back up was reported. After five years of backups, in May, 2005, the Association enters into a five year maintenance contract with Rescue Rooter to perform "routine maintenance" to the waste lines. On May 3, 2005, Rescue Rooter hydro-jetted the main waste lines in the building. On May 14, 2005, the Affan's experienced a major sewage backup in their unit with waste overflowing onto the unit's floors, causing significant damage. At trial, a plumbing expert for the Affan's testified that the repeated back ups were the result of ten years or more of no maintenance being done on the waste lines and that Rescue Rooter had not used the proper techniques in May 2005 to clear the lines.

The trial court applied the judicial deference rule from Lamden and found that the Association was not negligent and had not breached the CCRs relative to the maintenance of the waste lines and resulting damage to the Affan's unit. The appellate court reversed that decision, finding that at trial, the Association had not carried its affirmative burden of demonstrating that it was entitled to judicial deference under Lamden relative to the waste line maintenance. The Court found that the Association

had not demonstrated that it had performed any investigation on which it based a good faith decision to maintain the waste lines as it had, and as such the Board's decision to "do nothing" for many years was not entitled to deference.

The decision clarifies that the Association has the burden of introducing evidence of its investigation of the various options regarding maintenance and that the deference is not automatic. In the absence of an investigation of the options, the Court found that there was no possibility of a "good faith decision concerning maintenance" to give deference to. The decision also makes clear that a "decision to do nothing" could receive deference under Lamden provided that the Board's investigation of the problem and the options of dealing with the problem had been diligently considered as the basis for the decision to not act, and that decision was made with the best interests of the Association and its members in mind.

Board's and management should keep in mind that to insulate the Association, board and management from claims of negligence and breach, it should engage and rely upon opinions of experts, be they contractors, engineers or legal counsel, in making decisions concerning means and methods of maintenance and repairs. Reliance upon professionals is not mandatory for application of the Judicial Deference rule in Lamden, but it is one of the prerequisites under the related business judgment rule and provides a strong basis that the Association has performed its due diligence.

2. **Clear Lake Riviera Community Association v. Cramer (2010) 182 Cal. App. 4th 459.**

Hardship Doctrine applied to test whether a non-compliant structure must be removed; How Association's can prove enforceability of Architectural guidelines.

This 2010 case was an enforcement action by an Association against a lot owner who built a structure which exceeded a long-enforced 17 foot height restriction (in place prior to the requirements of Civil Code Section 1357.100) and which did not conform to the plans approved during the architectural review process. In approving plans submitted by the Owner, the committee stamped on each page that the height was not to exceed 17 feet and the Owner was informed several times of the height restriction. The Owner built a house which exceeded 17 feet in height and which exceeded by 9 feet what was represented in the approved plans.

The Association sought an injunction to compel the Owner to comply with the height restrictions and the approved plans. The Owner's defenses were that it would be too great a hardship to require the structure to be modified and that the Association had not demonstrated that the height restriction had been properly adopted under California law.

The trial court found that the Association did not have to demonstrate through

direct evidence (testimony or documents which prove how the restriction was adopted) but could use circumstantial evidence that the restriction had been in place and enforced for years to prove proper adoption. The trial court also found that the restrictions did not have to comply with Civil Code Section 1357.100 because the guidelines had been adopted prior to that statute going into effect. The trial court also found in favor of the Association and issued a mandatory injunction compelling the Owner to modify his home.

The appellate court held that the "hardship doctrine" must be applied in determining whether to uphold the trial court decision ordering the Owner to comply with the guidelines. The appellate court analogized to situations where a property owner seeks to have an encroaching structure removed from his/her property. In that scenario, the three factors are:

1. Was the defendant (encroacher) innocent? In other words, was the encroaching Owner negligent or willful in causing the encroachment?

2. Would the rights of the public be harmed by requiring the removal the encroachment?

3. The hardship to defendant would be greatly disproportionate to the hardship caused to plaintiff by the continued encroachment.

The trial and appellate courts both concluded that the Owner was not innocent and under the best light, were negligent. The appellate court also found that the Association's ability to enforce the governing documents consistently would be impaired significantly if an owner could argue it would be unreasonably expensive to comply after the structure was built. This is part of the ever-growing trend where it is easier to ask for foregiveness than to seek permission.

This case provides some valuable insight to counsel and Board's towards evaluating whether an injunctive relief action should be pursued to obtain compliance with architectural restrictions. It also highlights the importance of distributing guidelines to members and in clearly documenting what the architectural committee is considering, what it is relying on making a decision and what the basis is for the decision. Clear documentation of the review process is essential to having courts enforce the guidelines and approvals made through the review process. It also suggests that it would not be a bad idea for the Board of Directors to annually ratify the adoption of all rules and regulations and guidelines when no changes have occurred and make that disclosure along with the rest of the annual disclosures, to avoid the evidentiary issue discussed in the case.

3. **Pinnacle Museum Tower Association v. Pinnacle Market Development (2010) 187 Cal. App. 4th 24 and Treo@Kettner Homeowners Association v. Superior Court (2008) 166 Cal. App. 1055.**

Enforcement of Developer Imposed Dispute Resolution Limitations in CCRs

These two cases, one from this year and the other from 2008, are closely related to one another as they represent the recent trend in appellate decisions which do not allow developers of projects who create the original governing documents to "stack the deck" in the developer's favor while eliminating fundamental constitutional rights of Association's concerning what forum to have construction defect claims of Association's resolved.

Virtually all modern associations are established as non-profit corporations, which under California and Federal law, are considered as "natural persons" that are entitled to the same legal rights to use the judicial system as individuals. Both California and Federal Courts have long recognized the rights of individuals and corporations to bargain away the right to sue in court or have a matter decided by a jury trial.

The substance of both these cases is that in the context of the limiting the rights of Association's to pursue claims against the developer, the CCRs do not constitute contracts which bind the Association because there has been no negotiation between the Association and the Developer which would justify such limitations. The courts recognize that when the CCRs were imposed by the Developer, the Developer was also the creator and controller of the corporate entity that is the Association. These decisions both reference that there are no California appellate decisions which treat CCRs as a contract, except as between the Association and its members. This was particularly true when the CCRs provided for a complete waiver of the constitution right of the Association to have a jury trial in its claims against the Developer.

4. **Wolf v. CDS Devco (2010) 185 Cal. App. 4th 903.**

Director's absolute right to inspect Association records stops when term ends.

California Corporations Code Section 8334 gives sitting directors of Association's the absolute right to inspect and copy any and all records of the Association. This case clarifies that this right terminates when the term of the director expires or the director is not re-elected by the members.

In this case, Wolf was a long-time director of a corporation whose filed a lawsuit to compel his right to inspect corporate records. This case did not involve a homeowners association, but is clearly applicable by analogy. Wolf sought re-election at the annual meeting of shareholders shortly after commencing his lawsuit. When he

was not re-elected, he amended his lawsuit to clarify that he was no longer a director. The trial court then dismissed the complaint on the basis that he no longer had standing to assert the right to inspect corporate records. In upholding this decision, the appellate court relied on a 1995 HOA case (Chantiles v. Lake Forest II Master HOA) which held that a former director could not use his inspection rights under Section 8334 to inspect ballots in an election challenge, based on lack of standing.

5. **Worldmark, The Club v. Wyndham Resort, Robin Miller (2010) 187 Cal. App. 1017**

Email addresses are considered "addresses" that must be produced as part of the membership roster under Corporations Code Section 8330.

California Corporations Code Section 8330 (somewhat in parallel with Civil Code Section 1365.2) provides that Associations are obligated to provide members with copies of the membership roster with the addresses of members, upon a written request for a reasonable purpose.

This case stands for the proposition that if an Association compiles email addresses of its members and those members do not "opt out" pursuant to Civil Code Section 1365.2 as to those email addresses, the Association is obligated to provide a member both "addresses," including email addresses, upon the members stating a proper purpose for communicating to or with the membership. A proper purpose simply means any purpose related to the member's interest in the development, even if that purpose may be to attempt to generate interest in a lawsuit against the Association.

The novel facts of this case undoubtedly impacted this decision, as the Court recognized that the cost of contacting the 260,000 by mail would essentially prevent any individual from exercising his/her legitimate rights of membership. The facts suggested that Wyndham was making it very difficult for the members, who wanted to propose a change of the Bylaws of the corporation.

Ultimately, the court ruled that the use of "addresses" in Section 8330, in light of the rapid acceptance of electronic communications as a legitimate and reliable alternative to regular mail, was reasonable in light of the growing trend in statutes to treat email addresses and postal addresses with only minimal distinction.

The lesson to be learned from this case is that Board's and management should develop opt out plans for member participation relative to disclosure of email addresses, or tell members that email addresses will be supplied as part of the membership roster. Many members may not want their email addresses widely disseminated and they should have the opportunity to protect their privacy.

2010-2011 Legislative Update

AB2016 (Torres) Common interest developments: requests for notices of default: An act to amend Section 2924b of the Civil Code, relating to common interest developments.

Last date of legislative activity: 08/13/2010
Last Action: Chaptered by Secretary of State - Chapter 133, Statutes of 2010.

Description: The Davis-Stirling Common Interest Development Act provides for the creation and regulation of common interest developments. Under existing law, a common interest development is managed by an association pursuant to the provisions of the governing documents of the development.

Existing law requires a trustee or mortgagee to record a notice of default and to post and publish a notice of sale prior to selling real property at a foreclosure sale. Existing law allows an association, with respect to separate interests governed by the association, to record a single request that a mortgagee, trustee, or other person authorized to record a notice of default regarding any of those separate interests mail to the association a copy of any trustee's deed upon sale concerning a separate interest, as specified.

This bill would clarify that a request by an association for notification of trustee's deed of sale does not, for purposes of a specified statute, constitute a document that either effects or evidences a transfer or encumbrance of an interest in real property or that releases or terminates any interest, right, or encumbrance of an interest in real property.

IMPACT TO HOA's: Beginning in January 2011, the enactment of AB2016 will enable an Association to record one (1) blanket request for a copy of a trustee's deed for the whole development by including the assessor's parcel number and/or the legal descriptions for all separate units/homes for which a lender may hold ownership through foreclosure or other processes. Prior to the passage of this legislation; separate requests for each unit/home were required. Once the trustee's deed is recorded; a lender must send a copy of the deed to the Association within 15 business days following the recording date for the trustee's deed for each unit/home. It is very important for Associations to remember that requests for copy of a trustee's deed upon sale must be recorded before a lender's recording of a notice to default under the deed of trust.

SB1427 – Price – Foreclosures: property maintenance - An act to add Sections 2929.4 and 2929.45 to the Civil Code, relating to foreclosures.

Last date of legislative action: 09/29/2010
Last action: Chaptered by Secretary of State. Chapter 527, Statutes of 2010.

Existing law, until January 1, 2013, requires a legal owner to maintain vacant residential property purchased at a foreclosure sale, or acquired by that owner through foreclosure under a mortgage or deed of trust. Existing law authorizes a governmental entity to impose civil fines and penalties for failure to maintain that property of up to $1,000 per day for a violation.

This bill would require a governmental entity, prior to imposing a fine or penalty for failure to maintain a vacant property that is subject to a notice of default, that is purchased at a foreclosure sale, or that is acquired through foreclosure, to provide the owner of that property with a notice of the violation and

an opportunity to correct the violation. This notice requirement would not apply if the governmental entity determines that a specific condition of the property threatens public health or safety. The bill would further provide that the costs of nuisance abatement measures taken by a governmental entity with regard to property that is subject to a notice of default, that is purchased at a foreclosure sale, or acquired through foreclosure, shall not exceed the actual and reasonable costs of nuisance abatement. This bill would also prohibit a governmental entity from imposing an assessment or lien for the costs of nuisance abatement prior to the adoption of those costs by the elected officials of that governmental entity at a public hearing.

AB300 (Caballero) Subdivisions: water supply: An act to amend, repeal, and add Section 66473.7 of the Government Code, and to amend, repeal, and add Section 10910 of the Water Code, relating to subdivision map approvals.

Last date of legislative activity: 07/07/2009
Last Action: In committee: Set, first hearing. Testimony taken. Further hearing to be set.

Description: The Subdivision Map Act prohibits approval of a tentative map, or a parcel map for which a tentative map was not required, or a development agreement for a subdivision of property of more than 500 dwelling units, except as specified, including the design of the subdivision or the type of improvement, unless the legislative body of a city or county or the designated advisory agency provides written verification from the applicable public water system that a sufficient water supply is available or, in addition, a specified finding is made by the local agency that sufficient water supplies are, or will be, available prior to completion of the project.

This bill would require, until January 1, 2017, the public water system, or the local agency if there is no public water system, to review, verify for accuracy, and approve, as specified, the subdivider's water savings projections attributable to voluntary demand management measures, as defined.

AB2502 – Brownley – Homeowners' associations: delinquencies - An act to amend Section 1367.1 of the Civil Code, relating to homeowners' associations.

Last date of legislative action: 05/11/2010
Last Action: Re-referred to Committee on Judiciary – later dropped by author

The Davis-Stirling Common Interest Development Act defines and regulates common interest developments and authorizes a homeowners' association that manages the development to levy assessments to fulfill its obligations. The act provides that a regular or special assessment of the association, fees, reasonable costs of collection, attorney's fees, late charges, and interest, as specified, are a debt of the owner of the separate interest at the time the assessment or other sums are levied. Existing law provides that payments made by a homeowner to reduce the debt shall first be applied to the assessments owed, and may only be applied to fees, reasonable costs of collection, attorney's fees, late charges, and interest only after the assessments owed are paid in full.

This bill would clarify that the provisions that set forth the order in which payments are to be allocated apply to any agent of the homeowners' association and to any 3rd party assigned to collect payment for purposes of collection of the debt. This bill would provide that a homeowner may not waive the right to

have payments allocated in the order specified. This bill would also require the homeowners' association and its agent to accept partial payments of the debt if the partial payments comply with the terms of a written agreement.

Existing law requires a homeowners' association, if requested by a homeowner, to meet with the board in special session, within 45 days of the request, to discuss a payment plan. Existing law provides that if there is no special session scheduled within the 45-day period, that the board may designate a committee to meet with the homeowner to discuss a payment plan within that time period.

This bill would only allow the board to designate a committee to meet with the homeowner if the homeowner authorizes the designation of that committee, and, if the homeowner does not authorize the designation of the committee, would require the meeting to discuss a payment plan to take place at the next regularly scheduled board meeting. This bill would authorize either an owner or the association to have counsel present at the meeting, subject to the requirement that the other party is notified of the counsel's presence at least 48 hours prior to the scheduled meeting. If there are minutes of an executive meeting concerning the payment plan, this bill would authorize the owner to request a copy of the portion of those minutes that relate to the payment plan.

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Newsletter

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Understanding FHA Rules – Easier said than done
By: David A. Loewenthal, Esq.

In the current economic climate, many associations struggle with budgets, delinquent accounts, foreclosures, and many other related issues. This said, indications are that new and some first time buyers are returning to the market. In better times, Federal Housing Authority (FHA) loan guarantees were key support elements to these and other buyer groups. However, FHA rules regarding qualified C.I.D.'s have changed greatly over the past year or two. This newsletter will summarize and provide informational links which we have obtained from the FHA on that agency's rules as they impact condominiums and other HOA/CID type properties.

SUMMARY: FHA Requirements for Condominium Projects

As of November of 2009 (Per the FHA's "Mortgagee Letter 2009-46 B – Link provided below) FHA "Project Eligibility Requirements" for their approval are generally summarized as follows.

1. **Minimum No. of Units**: 2 or more
2. **Insurance Coverage**: Hazard and liability and when applicable, flood and fidelity insurance.
3. **Commercial Space**: No more than 25% of the property's total floor area. The commercial portion of the project must be of a nature "homogenous with residential use."
4. **Investor Ownership**: No more than 10% of the units may be owned by one investor, including developer/builders that rent vacant or unsold units. All units, common elements, and facilities must be 100% complete.
5. **Delinquent HOA Dues**: No more than 15% of the units in the project can be in arrears (more than 30 days).
6. **Pre-Sales**: At least 50% of the total units must be sold prior to a FHA endorsement on any unit.
7. **Owner Occupancy Ratios**: At least 50% of the units of a project must be owner occupied or sold to owners who intend to occupy the units.
8. **Legal Phasing**: Legal phasing is permitted for condominium processing e.g.: multi-floor buildings in which units are sold by floor or in groups by floor; a development which involved multiple buildings which are sold building by building.
9. **FHA Concentration**: FHA will display the concentration information for each approved condominium development on the approved condominium listing. Projects of 3 or fewer – no more than one unit can be encumbered with FHA insurance; Projects of 4 or more units – no more than 30% so encumbered.
10. **Budget Review**: Mortgagees must review the HOA budget to determine that the budget is adequate and: Includes allocations/line items ensuring sufficient funds to maintain and preserve all amenities and features unique to the association; Provides for the funding of replacement reserves to at least 10% of the budget; Provides adequate funding for insurance coverage and deductibles.

Link to entire text of HUD/FHA Mortgagee Letter 2009-46-B "Condominium Approval Process for Single Family Housing":
http://www.hud.gov/offices/adm/hudclips/letters/mortgagee/files/09-46bml.pdf

Determining what this means to your association:

If a buyer requires FHA in order to buy a unit in an association, she or he will need to go through some fairly rigorous research and study to determine if each property they study meets FHA's criteria. Thus, it would be a good idea for boards and property managers to have all pertinent information readily available. However, as we all know, some of these criteria, particularly the HOA dues/assessment delinquency requirement of 15% or less is a problematic one for a large number, if not the majority, of associations in our region. Collection issues* have been and most probably will continue to be critical to most of the associations whom we serve and advise. Market data indicate this is a general trend as well.

*See LHR Newsletter Vol. 4, No. 1 – The Collection End Game:
http://www.lhrlaw.net/newsletter/LHRNwsltrVol4No1.pdf)

What can you do to ensure your association is FHA "approvable"

Rather than throw in the towel, association boards can work to enhance the salability of units within their associations by not only continuing and extending their efforts to reduce delinquency rates, but also by ensuring that all reserve studies are up to date and compliant. Review and discuss insurance coverage so as to ensure it meets FHA criteria. In most cases, it should already do so. Determine if your association already has reached the maximum level of FHA coverage among existing homeowners. While FHA approval viability is not a determinant factor for the ongoing salability of units within an association; it is a factor. Particularly now given the profiles of potential buyers who are entering or re-entering this real estate market.

Contact local FHA representatives to get their assistance in determining if your association meets the criteria and, if not, determine what changes might need to be made. Links to FHA contact and other information are provided at the end of the newsletter. In conducting research for this newsletter, we have found that local representatives were relatively accessible and helpful. Though often, they refer inquiries to their online "Resource" site: FHA Connection (https://entp.hud.gov/clas/index.cfm).

Additionally, associations can use external resources to assist in obtaining FHA approval for a fee (e.g.: http://www.getfhaapproval.com/contact.html).

Conclusion:

Adjusting to these economic times is a challenge for all of us. New and changed conditions require that we all think about and manage in different ways. Staying informed about the general marketplace, about specific alternatives and opportunities that arise and remaining vigilant about the overall health of an association remain key objectives. As always, Loewenthal, Hillshafer & Rosen LLP will keep you up to date as to changes affecting our industry.

FHA Contact and Informational Links:

Main California HUD/FHA Contact Page:
http://www.hud.gov/local/index.cfm?state=ca&topic=offices
FHA Condominium Mortgage Insurance Info Page:
http://www.hud.gov/offices/hsg/sfh/condo/index.cfm

FHA Connection (resource center):
https://entp.hud.gov/clas/index.cfm

FHA Temporary Guidance for Condominium Policy 2009-46 A:
http://www.hud.gov/offices/adm/hudclips/letters/mortgagee/files/09-46aml.pdf

FHA Mortgagee Letter 2009-46-B "Condominium Approval Process for Single Family Housing":
http://www.hud.gov/offices/adm/hudclips/letters/mortgagee/files/09-46bml.pdf

FHA Condominium Processing Q&A's (targeted primarily at developers and builders and undated):
http://www.hud.gov/offices/hsg/sfh/condo/faqs_condo.pdf