

Townes at Kettle Creek

POLICY REGARDING REQUESTS FOR REASONABLE ACCOMMODATION BY INDIVIDUALS WITH DISABILITIES

The Townes and Kettle Creek Owners Association ("Association") complies with the Fair Housing Act in allowing its disabled residents to request reasonable accommodations. This policy describes the procedure for how the Association will receive, review, and accommodate requests for reasonable accommodations by individuals with disabilities.

References

1. Guidelines for Verifying Reasonable Accommodation Requests

Procedures

If a resident has a need for a reasonable accommodation due to a disability, that resident may request a reasonable accommodation. In order to obtain a reasonable accommodation, the resident must first contact the Association to request an accommodation. The Association will make an individualized assessment of any proposed reasonable accommodation within thirty (30) days of receipt of the request, unless supporting documentation is required as described herein.

If the disability or disability-related need for the accommodation is not readily apparent or already known, the resident must provide the Association with the following information:

1. Sufficient and reliable information that will allow the Association to verify that the resident meets the Fair Housing Act's definition of disabled;
2. A description of the accommodation that the resident is requesting, if any;
3. An explanation showing the relationship between the resident's disability and the need for the accommodation that is requested, if any.

The Association will review the documentation provided and determine whether they comply with the above requirements within thirty (30) days of receipt of the documentation. To the extent the provided documentation still leaves open questions as to the Association's duty to accommodate, the Association may request follow-up documentation from the resident thereby extending the time period for the Association to determine compliance with the above requirements for an additional thirty (30) days beyond the receipt of any follow-up documentation.

When the Association receives sufficient information to establish the resident's right to a reasonable accommodation, the Association will permit the reasonable accommodation, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the Association.

In situations where the resident would otherwise qualify for an accommodation, the Association may deny the request where: (1) the specific accommodation in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific accommodation in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

The Association's determination that an accommodation poses a direct threat of harm to others or would cause substantial physical damage to the property of others will be based on an individualized assessment that relies on objective evidence. For requests involving service or assistance animals, the Association will evaluate the request based on evidence of the specific animal's actual conduct rather than on speculation or fear about the types of harm or damage an animal may cause, or on evidence about harm or damage that other animals have caused.

All accommodation requests will be reviewed by experienced legal counsel who can provide necessary recommendations for complying with current applicable practices and regulations (Fair Housing, Americans with Disabilities, etc).

An individual seeking a reasonable accommodation under this Policy, as well as any unit owner leasing the unit to such an individual, expressly acknowledges that representations made and documents submitted with regard to seeking such accommodation are true and correct statements of fact.

Responsibilities/Requirements for Reasonable Accommodations involving Service or Assistance Animals

Residents who are permitted to have service or assistance animals as reasonable accommodations must follow the following rules, just like owners of pets, including, without limitation:

1. Attend to and be in full control of the animal at all times.
2. Independently remove or arrange for the removal of the animal's waste immediately in common areas and in a timely fashion in the unit premises.
3. Comply with all provisions of the Declaration and Rules regarding noise and nuisance.
4. Comply with local and state licensing laws for animal rights and owner responsibilities.
5. Pay for any damage to common areas caused by the animal.

Restrictions for Reasonable Accommodations involving Service or Assistance Animals

1. The Association may prohibit the use of service or assistance animals in certain locations due to health and safety restrictions or places where the animal might be in danger.
2. The Association may revoke the reasonable where the accommodation is no longer reasonable.
3. A reasonable accommodation can also be immediately revoked if the violation creates a legitimate safety hazard for other owners, residents, or guests of Association members, or for repeated violations if the animal:
 - a. Is not under control of the disabled person at all times while in the common areas.
 - b. Is chained or tethered outside any unit or otherwise left unattended.
 - c. Defecates on the walks, driveways, landscape areas, or elsewhere about the buildings and grounds of the Association without being cleaned up after immediately after multiple violations.
 - d. Damages the grass, trees, shrubs, or any other portion of the common elements and refuses to pay for the damages.
 - e. Barks, howls, whines, or otherwise creates any obnoxious sound, odor, or disturbance and does not stop after multiple requests.

4. Any reasonable accommodation is limited to the disabled person requesting the accommodation and the particular animal for which the reasonable accommodation is approved. The reasonable accommodation is not transferable to other individuals or to other animals. If the resident requires additional or different animal(s) as a reasonable accommodation, the resident must submit a separate request for reasonable accommodation under the procedures described herein.



President, Townes at Kettle Creek Owners Association

01 January 2021

Date



Secretary/Treasurer, Townes at Kettle Creek Owners Association

01 January 2021

Date