

TWIN RIDGE HOMEOWNER ASSOCIATION

RULES FOR EMOTIONAL SUPPORT ANIMAL (ESA) DOGS

Accommodation for Assistance Animals Under the State and Federal Fair Housing Acts

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

WHEREAS, the Amended and Restated Declaration for Twin Ridge Homeowner Association ("Declaration"), at Subsection 6.1.9 provides the Association with the power to enforce the use restrictions contained within the Declaration; and

WHEREAS, with the exception of assistance animals, Subsection 4.5.4 of the Declaration specifically prohibits dogs within the Association;

WHEREAS, the 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 with disabilities, including the ability to keep assistance animals.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors 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, including a dog, 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 and the specific disability-related need for the animal in question. The Association may ask a resident with a disability, when the resident's disability is not readily apparent or known to the Association, to submit reliable documentation of a disability and their disability related need for an assistance animal. For instance, where the animal is an emotional support animal, the inquiry may include a request for a letter from a physician, psychiatrist, social worker, or other mental health professional stating the need for such assistance animal.

If the disability is readily apparent, neither the Association nor its appointed manager may ask for documentation of the disability. Where the disability-related need for the assistance animal is not readily apparent, but the disability is, the Association or its appointed manager may only inquire into the disability-related need for an assistance animal.

3. A request for a reasonable accommodation to pet restrictions to keep an assistance animal in the Association 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 need for the assistance animal. While considering the request for an accommodation, the Association shall allow the animal in question to be considered temporarily an assistance animal until a final determination is made.
4. The Acts permit the Association to deny access to a specific assistance animal, if that animal: (1) poses an individualized and direct threat to safety; (2) is unable to control waste elimination; or (3) the animal 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 Unit and in the Project. The denial of an accommodation for such an animal, will not affect access of the disabled resident to the Association.

5. All assistance animals must be under the direct control of the resident, or a person physically competent to control the animal, at all times when outside of the resident's Unit and in the Project. Direct control shall be when the animal is securely enclosed in a cage or crate, on a leash, and not left unattended in the Common Elements or Limited Common Elements, whether tied to a structure or other object 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 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.
8. The Association shall not assess a resident requesting an assistance animal with a fee, charge or deposit relating to making the request for an assistance animal or keeping an assistance animal, once the accommodation has been granted. However, the Association shall have the right to charge the resident with the assistance animal the costs of repairing or replacing Common Elements which have been damaged or destroyed by the assistance animal.
9. All information provided to the Association relating to the request for an accommodation for an assistance animal shall be kept confidential by the Board of Directors and their legal counsel and unless otherwise required by law, shall not be shared with any other individuals or residents of the Association.
10. Single Family Homeowners are not permitted to add an additional ESA dog to their household if they already have one dog permitted by Article 5.8 in the TRHOA Covenants.
11. Enforcement shall be made through the Twin Ridge Homeowner Association Enforcement Policy with the following fines:

<u>Number of Violations in 12 Month Period</u>	<u>Fine Amount</u>
First violation	\$50
Second violation	\$100
Third violation	\$200

The undersigned hereby certify that the foregoing Resolution was adopted on the 11 day of APRIL, 2022.

Twin Ridge Homeowner Association

By: _____

President

Attested: _____

Secretary