

## PERSIMMON WOODS TOWNHOMES ASSOCIATION

### Policy: Assistance Animals

Owners and residents with a disability shall be permitted to keep an assistance animal in a residence as a reasonable accommodation under the Fair Housing Act (the "FHA"), including, without limitation, animals who provide emotional support to an individual with a disability. If the disability is not readily apparent, the Association is permitted to request that the individual provide reliable documentation of a disability and the individual's disability-related need for an assistance animal. If the disability is readily apparent but the need for the animal is not, the Association may request reliable documentation of the disability-related need for the assistance animal.

Each disabled individual may request only one (1) assistance animal with respect to the disability, except to the extent that the individual provides reliable documentation of the disability-related need for a second assistance animal. The Association may not ask for medical records or access to medical providers or for detailed information about the individual's physical or mental impairments but may ask for a letter from a health professional properly licensed in Colorado or the state of the individual's prior residence, of a date no longer than one (1) year from the date presented, stating that the assistance animal is needed to assist with the individual's disability.

Assistance animals are not required to have training to perform specific tasks, as do service dogs under the Americans With Disabilities Act (the "ADA"), but there must exist a relationship between the assistance the animal provides and the disability it assists. An assistance animal meeting the above criteria may be excluded only if the assistance animal poses a direct threat to the health or safety of others or if the assistance animal threatens to cause substantial physical damage to the property of others, in each case which threat cannot be satisfactorily reduced by another reasonable accommodation. Although allergies or fear of the applicable animal generally do not constitute a permissible threat sufficient to exclude the assistance animal, if the allergy is such that severe respiratory distress is threatened, the allergic person may request an accommodation through the procedures of the paragraph immediately below, such as excluding the animal from such person's residence and/or requiring that a distance be kept between the assistance animal and the allergic person.

Although not considered a pet, all Rules and Regulations governing pets shall apply to assistance animals, and the Owner or resident shall be fully subject to same, including, without limitation, applicable fines; provided, however, the assistance animal may be removed, following the Association's compliance with its enforcement policy, only if the assistance animal poses a direct threat to health, safety or property as described above. If an Owner does not wish to rent to a disabled person with a permissible assistance animal due to a belief that the assistance animal poses a direct threat to health, safety or property as described above, the Owner shall notify the manager to discuss and determine possible legal alternatives. If an Owner refuses to rent to a disabled person with a permissible assistance animal in violation of the FHA, such Owner shall indemnify, defend and hold harmless the Master Association, Residential Association and the Managing Agent from and against any and all losses, damages, costs,

charges, claims, fines and liabilities of every kind and nature, including reasonable legal costs, which may be sustained as a result of such refusal. The Association is not subject to the ADA but an individual may request accommodation of a service dog as an assistance animal pursuant to this paragraph.

Requests for Reasonable Accommodation. The Association will also reasonably modify its rules, practices or procedures in specific instances to attempt to reasonably accommodate the needs of an Owner, guest or other invitee with a physical or mental disability. It is the responsibility of the individual with a disability to request a modification from the Association. Such a request may be made by requesting same from the manager-on-duty, who will then convey the request to an officer of the Association. The Association will take all such requests seriously and will promptly determine whether the requested modification may be made. While the Association hopes to accommodate the request without investigation, if the disability or the need for the requested accommodation are not readily apparent, the Association is permitted to request that the individual provide reliable documentation of the disability and/or the individual's disability-related need for the requested accommodation. The Association may also make investigations to determine the feasibility or effectiveness of a proposed modification. In making the foregoing determinations, the Association may not ask for medical records or access to medical providers or for detailed information about the individual's physical or mental impairments but may ask for a letter from a health professional licensed in Colorado or the state of the individual's prior residence, of a date no longer than one (1) year from the date presented, stating that the requested accommodation is needed to assist with the individual's disability.

No Liability. Failure of the Association to comply with the foregoing provisions shall not be deemed to give rise to any liability to the Association or the manager or any remedy against the Association or manager unless directly provided under the FHA for violations of the FHA. Without limiting the generality of the foregoing, failure of the Association, the manager or others to comply with any such provision shall not be deemed to give rise to any legal liability or allow a defense to payment of assessments, charges and/or costs otherwise payable to the Association.