

Townhome at Rockrimmon Association

POLICY REGARDING REQUESTS FOR REASONABLE ACCOMMODATION AND REASONABLE MODIFICATION BY INDIVIDUALS WITH DISABILITIES

The Townhome at Rockrimmon Association, Inc. ("Association") complies with the Fair Housing Act in allowing its residents with disabilities to request reasonable accommodations and reasonable modifications to existing policies.

The definition of accommodation within the phrase "reasonable accommodation" includes a change, exception or adjustment to Association rules, policies, practices, or services that allows a person with a disability to have use of their dwelling unit. The definition of a modification in the phrase "reasonable modification" includes structural changes made to the common areas of a housing complex, which is necessary to enable a resident with a disability to have the same use of the housing as a person without a disability.

This policy describes the procedure for how the Association will receive, review, and accommodate requests for reasonable accommodations or modifications by residents with disabilities.

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

While this policy makes reference to a resident making a request for accommodation, a request may also be made by another person on behalf of the resident. Communications with the Association should be through a unit owner (or owner's designated representative) as opposed to communications with the Association by a renter or lessee. The owner and the Association may agree to allow direct communications between a tenant and the Association. Requests for a reasonable accommodation due to a disability, may be made verbally or in writing.

In order to obtain a reasonable accommodation, the resident must first contact the Association to request an accommodation. Appreciating that each application also has to be reviewed by counsel, the Association will make an individualized assessment of any requested accommodation and available information and documentation in a timely and reasonable manner. Additional time may be needed to request and review supporting documentation and to engage in the interactive process, as may be appropriate in a given request.

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 being disabled;
2. A description of the accommodation that the resident is requesting; and
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 by the resident and determine whether it complies with the above requirements as stated above. 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.

When the Association receives sufficient information to establish the right of the resident with disabilities 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 with disabilities 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.

In the event that a requested accommodation cannot be approved as being infeasible for the Association, or because insufficient information has been provided, the Association will engage with the applicant about additional information provided, and may exchange and consider alternatives to the express accommodation requested. The Association cannot and will not offer legal advice to any requesting party.

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 with disabilities 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 where the presence of the assistance animal(s) would (a) impose an undue financial burden, or an undue administrative burden, or (b) where the presence of an assistance animal would fundamentally alter the nature of the services provided by the Association.
2. Consistent with the law, if a particular service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or if the handler is repeatedly unable to maintain control, that animal may be excluded.
3. The Association's covenant and rule enforcement policy may be brought to bear against the owner of any unit connected with a handler of an assistance animal which creates a legitimate safety hazard for other owners, residents, or guests of Association members, or for instances when 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.

Consistent with its policies and the law, the Association may impose fines against the owner of the unit associated with such behavior or actions, and may seek judicial relief, including injunctive orders. As provided in Colorado law, and the Association documents, all reasonable attorney fees incurred in this process may be imposed against an owner associated with these violations, with or without the commencement of a Court proceeding.

4. Any reasonable accommodation is limited to the disabled person requesting the accommodation. The reasonable accommodation is not transferable to other individuals. If the resident requires additional animal(s) as a reasonable accommodation, the resident must submit a separate request for reasonable accommodation under the procedures described herein. Any resident with an accommodation for an assistance animal is asked to inform the manager when an assistance animal other than the one in use at the time of the initial request is brought into the community in place of that original animal.
5. Residents are informed that they have the right to make a fair housing complaint at any time through the local HUD office, which is

U.S. Department of Housing and Urban Development
1670 Broadway , Denver, CO 80202
1-800-877-7353-Telephone / 303-672-5242-TTY

Christine Norquest

[Christine Norquest \(Feb 23, 2022 12:37 MST\)](#)

President, Townhome at Rockrimmon Association, Inc.

Gloria Ballton

[Gloria Ballton \(Feb 23, 2022 12:58 MST\)](#)

Vice President, Townhome at Rockrimmon Association, Inc.

Diana K Sanderson

[Diana K Sanderson \(Feb 23, 2022 12:39 MST\)](#)

Secretary, Townhome at Rockrimmon Association, Inc.

VTP

[Victoria Patterson \(Feb 27, 2022 17:52 MST\)](#)

Treasurer, Townhome at Rockrimmon Association, Inc.

EAP

[Eric Austin Attard \(Feb 23, 2022 16:32 MST\)](#)

Director, Townhome at Rockrimmon Association, Inc.

Michelle Moore

[Michelle Moore \(Feb 27, 2022 16:54 MST\)](#)

Director, Townhome at Rockrimmon Association, Inc.

JP Nicoletta

[JP Nicoletta \(Feb 24, 2022 19:02 MST\)](#)

Director, Townhome at Rockrimmon Association, Inc.











2022 February Policy for Reasonable Accommodations

Final Audit Report

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