

**THE LAWSON HILL PROPERTY OWNERS' COMPANY
POLICY, PROCEDURES, AND RULES
CONCERNING AN ASSISTANCE DOG**

The Board of Directors for The Lawson Hill Property Owners' Company ("LHPOC") adopts the following policy, procedures, and rules concerning assistance dogs ("Policy") to provide guidance regarding such requests in compliance with the Federal Fair Housing Act Amendments of 1988, as amended, and the Colorado Fair Housing Act, (collectively "FHA")

1. Background. The FHA prohibits discrimination in housing on the basis of race, creed, color, religion, sex, sexual orientation, marital status, familial status, national origin, ancestry, or disability.

The FHA makes it unlawful for LHPOC to refuse to make a reasonable accommodation in rules, policies, practices, or services that a person with a disability may need in order to have equal opportunity to use and enjoy their home. These laws require LHPOC to consider a disabled person's reasonable accommodation request to keep a service dog or emotional support dog (collectively "assistance dog") in their home despite the fact the Lawson Hill Declaration and PUD prohibit dogs.

The FHA requires LHPOC to modify or make an exception to the "no dog" restriction when it may be necessary to permit a person with a disability to utilize an assistance dog in the Lawson Hill Community. Therefore, if a resident request for an assistance dog that is reasonably related to their disability, then the request may be granted as a reasonable accommodation.

A person meets the definition of disabled under the FHA if the individual:

- has a physical or mental impairment which substantially limits one or more life activities.
- has a record of having such impairment; or
- is regarded as having such impairment.

2. Policy and Procedure.

- a. A resident makes a request for a reasonable accommodation to the Lawson Hill Property Owners Co. As the Lawson Hill Declaration and PUD strictly prohibit dogs, the resident must first request a reasonable accommodation and provide a health care providers determination that the individual is disabled and if there is a disability related need for a dog as an assistance animal. The request should be made with the required health care provider documentation to LHPOC for review and consideration and a reasonable accommodation be granted before obtaining a dog.

The LHPOC requires an annual request for a reasonable accommodation. Resident with an expired reasonable accommodation will be given a 10-day grace period beyond the expiration date of the reasonable accommodation. After the grace period the Association will assume the reasonable accommodation is no longer needed and fines will be applied under the standard No Dog rule for all Lawson Hill Owners. This fine is \$50.00 per day for bringing a dog into the community or harboring a dog in the community without first being granted a reasonable accommodation for their disability.

- b. LHPOC will make reasonable accommodations to its rules and regulations to allow the assistance dog in the Lawson Hill Community upon proper documentation from the health care provider.

3. Review. If a disability is not readily apparent to the untrained person, LHPOC reserves the right to request updates of information regarding the continuing nature of a disability and its limitation on one or more major life activities on a periodic basis. Requests for updated information will not be made more often than once per year. If the condition that was the basis for the accommodation has improved to the point where it no longer limits one or more major life activities, LHPOC reserves the right to revoke the assistance dog accommodation.

4. Confidentiality.
 - a. Since the Lawson Hill Declaration and PUD prohibits dogs, to avoid any confusion on the part of other residents, LHPOC reserves the right to advise other residents in the community that an approved assistance dog is allowed as a reasonable accommodation for a disability under the terms of federal and state law.

 - b. No specific diagnosis or otherwise HIPPA covered information should be provided to the LHPOC.

5. Rules for Authorized Assistance Dogs.
 - a. The resident must comply with all the terms, conditions, and rules outlined in the Reasonable Accommodation approval.

 - b. The assistance dog must be harnessed, leashed, or tethered on a six-foot (6') lead or shorter and under the control of the disabled individual at all times while walking outside the residence and in the Community.

 - c. The disabled person or other responsible adult must accompany the assistance dog when outside the residence's enclosed deck or DRB approved fenced yard area. A disabled child's parents may help with the assistance dog. The assistance dog shall not be in the care of someone who is unable to follow these rules.

 - d. Best efforts are required to ensure the assistance dog relieves itself only on the property it resides. However, any pet waste deposited on another's property or on the LHPOC common areas must be immediately removed and disposed of in appropriate trash containers of the assistance dog's residence.

 - e. The assistance dog may not be allowed to bother or constitute a nuisance to other owners and neighboring residences, including but not limited to, incessant or excessive barking, whining, howling or other animal noises.

 - f. Certain common areas in LHPOC that are mainly frequented by children are specifically designated as No Dog areas for Assistance Dogs. These include the park or on the grass at the Top of the Hill playground and picnic area park (next to the daycare). Other portions of the PUD that are not a common area and are owned by another entity, may not be visited by Assistance Dogs such as the fenced area of the multi-use playing field. Assistance dogs are not permitted at any time on the section of the Galloping Goose Trail located within the Lawson Hill PUD or any portion of Keystone Gorge Trail.

 - g. The emotional support animal is not permitted in any business or on the property of any business within the Lawson Hill subdivision /PUD.

 - h. The assistance dog must remain current on all vaccines and licenses as required by local governmental regulations.

- i. The assistance dog must be spayed or neutered.
 - j. Any damage or injury to property or persons caused by the keeping or maintaining of the assistance dog is the responsibility of the dog's owner.
 - k. The assistance dog may only remain in the Community for as long as the condition that was the basis for the disability accommodation continues.
6. Fine Schedule: The following fines are the guidelines for violations of this policy and San Miguel County Permit.

First violation: Notice of complaint and warning letter
Second violation: \$50.00
Third violation: \$100.00
Fourth violation: \$200.00
Subsequent violations: \$250.00 per occurrence

The Association reserves the right to fine for first violations that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the schedule, if the fines in this schedule are not likely to provide effective incentives to induce compliance. Any violation of the same type occurring within 3 month(s) of the prior violation may be treated as a subsequent violation which, in the Board's sole discretion, may be assessed a fine beginning at the next level without requiring an additional warning. A reasonable accommodation may be revoked if an owner has more than four violations in a three-month period.

After 6 months with no violations, the fine schedule will reset to first violation, requiring a notice of complaint.

The Board may waive fines if, in its reasonable discretion, waiver is appropriate under the circumstances. Additionally, the Board may condition the waiver upon the violator coming into compliance with this Policy.

7. Enforcement of Assistance Dog Violations. Violations of this Policy, the Declaration, and the rules and regulations of the LHPOC, as may be amended from time to time, related to the assistance dog may result in the issuance of fines in accordance with the above-referenced fine schedule and the LHPOC's covenant enforcement policy, a request for removal of the assistance dog, and/or any other remedy provided in the Declaration or by applicable law.

IN WITNESS WHEREOF, the undersigned certifies that this Policy was adopted by the Board of Directors of the LHPOC on August 30, 2022.

THE LAWSON HILL PROPERTY OWNERS' COMPANY,
a Colorado nonprofit corporation



By: _____

Shane Jordan, President LHPOC