

ATTACHMENT A

BSC CONDOMINIUMS POLICY ON REASONABLE ACCOMMODATIONS AND ASSISTANCE OR SERVICE ANIMALS

Baxter Springs Condominium Association, Inc. (“Association”), and Gallatin Creeks to Peaks, LLC, (“Managers”) are each committed to granting reasonable accommodations to their rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings at the BSC Condominiums, as required by federal, state and local law. This policy is intended to conform to current fair housing laws and may be amended or modified as needed to conform to any amendments, changes or other modifications to applicable federal, state or local law.

A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person’s disability, or it may be a physical change to a unit or common area. It is general policy of the Association and Managers to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual’s disability.

The Association and Managers each accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available from the Association and Managers and may be returned to any of them when complete. If you require assistance in completing the form, please contact the authorized representative of Gallatin Creeks to Peaks, LLC, or any successor property manager of the BSC Condominiums designated by Baxter Springs Condominium Association, Inc. A person may make a request initially either in writing or orally. The Association and Managers will keep a record of all requests.

The Association and Managers will make a reasonably prompt decision on your request as warranted by the circumstances. If the request is of a time-sensitive nature, please let us know and we will make reasonable efforts to expedite the decision-making process. In the event we need additional information to make a determination, we will advise you of the information needed. It is our policy to seek only the information necessary to verify whether you are a person with a disability and/or to evaluate if the reasonable accommodation is necessary to provide you an equal opportunity to use and enjoy housing accommodations or dwellings owned or managed by any of the Association and Managers. We will not request any confidential medical information about you without your written authorization. If we grant the request for a reasonable accommodation, you will receive a letter so indicating.

The Association and Managers may deny a requested accommodation if providing it would impose an undue financial and administrative burden on the Association and Managers or fundamentally alter the nature of the operations of the Association and Managers.

If we deny the request, we will provide you with a letter stating all reasons for our denial. If we believe that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of our operations, we will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations that would not impose such a burden or result in a fundamental alteration. We will ask you to accept an alternative accommodation only if you agree it meets your disability-related needs. We recognize that an individual with a disability is generally in the best position to know whether a particular accommodation will be effective in meeting his or her needs. If agreement on an alternative accommodation is not reached, we will send you a letter providing our decision on your requested accommodation and a detailed explanation of our reasons for a denial.

If an individual with a disability believes that a request for a reasonable accommodation has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by calling any of the following: U.S. Department of Housing and Urban Development (1-800-765-9372) or the Montana Human Rights Bureau (1-800-543-0807).

Assistance or Service Animals

One common type of reasonable accommodation may be allowing a person with a disability to keep an *assistance or service animal*. An assistance animal is any animal that works, provides assistance, performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. A "service animal" means a dog or other animal individually trained to provide assistance to an individual with a disability. The Association and Managers recognize the importance of allowing assistance or service animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy housing.

No security or other deposit will be charged by the Association and Managers for any assistance or service animal needed by a person with a disability.

Requesting an Assistance Animal

A resident wishing to request an assistance or service animal should follow the general procedures for requesting an accommodation set forth by the Association and Managers. The Association and Managers may require a statement from a reliable third party indicating that the resident has a disability and that the animal would provide support or other assistance that would ameliorate one or more symptoms or

effects of the disability. A “reliable third party” is someone who is familiar with the individual’s disability and the necessity for the requested accommodation. A reliable third-party includes, but is not limited to someone who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

The Association and Managers, in consultation with an applicant or tenant, and other parties, as appropriate, may consider the criteria below in determining whether the presence of the animal is reasonable in the renting a dwelling or housing accommodation to an individual with an assistance or service animal:

- Whether the animal poses or has posed in the past a direct threat to the individual or others;
- Whether the animal causes or has caused excessive damage to housing beyond reasonable wear and tear;
- Whether the size of the animal is too large for available assigned housing space;
- Whether the animal's presence would force another individual from individual housing (e.g. serious allergies);
- Whether the animal's presence otherwise violates individuals' right to peace and quiet enjoyment; and
- Whether the animal is housebroken or is unable to live with others in a reasonable manner.

An applicant or tenant must provide written consent to the Association and Managers to disclose information regarding the request for and presence of the assistance or service animal. Such information shall be limited to information related to the animal and shall not include information related to the individual’s disability.

Tenant’s Responsibilities

Tenants granted the accommodation of an assistance or service animal in their residence hall unit shall be subject to the following rules, in addition to any other rules and regulations not specifically related to assistance animals. The owner must:

- **Keep the Animal under Control.** The Assistance or Service Animal must be properly housed and restrained or otherwise under the dominion and control of the owner at all times. No owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from the subject housing.
- **Abide by Laws and Policies.** The owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals.
- **Ensure the Animal is Well Cared-For.** The owner is required to ensure the animal is well cared for at all times.

- **Be Responsible for Property Damage.** The owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by the Association and Managers. Consistent with §49-4-214(2), MCA, an individual with a disability may be charged for any damage caused by his or her assistance or service animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear.

Acknowledgement and Release of Information Consent Form

By my signature below, I verify that I have read, understand and will abide by the requirements outlined here and I agree to provide the additional information required to complete my Request for a Reasonable Accommodation under the Policy on Reasonable Accommodations and Assistance or Service Animals established by the Association and Managers.

Tenant Signature

Date

Authorized Representative
of Association & Managers

Date

APPLICATION FOR REASONABLE ACCOMMODATION

PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT [*insert contact information*].

NAME OF RESIDENT: _____

ADDRESS: _____

TELEPHONE #: _____

PERSON REQUESTING ACCOMMODATION: _____

RELATIONSHIP TO RESIDENT (IF DIFFERENT FROM RESIDENT):

1. Please describe the reasonable accommodation you are requesting:

2. Please explain why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.

3. If you are requesting permission to have an assistance animal in your apartment where it is not readily apparent that the animal is a service animal please answer the following:
 - (a) Type of animal (for example, dog or cat):

 - (b) Is the animal required because of a disability?
___ Yes _____ No

 - (c) Does the animal for which you are making a reasonable

accommodation request perform work or do tasks for you because of your disability?

_____ Yes

_____ No

(d) If the answer to 3(c) is YES:

- a. provide a statement from a health or social service professional indicating that you have a disability (*i.e.*, you have a physical or mental impairment that substantially limits one or more major life activities); and
- b. explain below how the animal has been trained to do work or perform tasks that ameliorate one or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that would ameliorate one or more symptoms or effects of your disability:

You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

(e) If the answer to 3(c) is NO:

If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you because of your disability, but provides emotional support or ameliorates one or more symptoms or effects of your disability, please submit a statement from a health or social service professional stating that:

- a. you have a disability (*i.e.*, you have a physical or mental impairment that substantially limits one or more major life activities); and
- b. the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of your disability and how the animal ameliorates the symptoms or effect.

Please attach such a statement to this application. You may use, but are not required to use, Form A.

(f) The Association or Managers may deny a request to keep an

assistance animal on the premises if the animal poses a direct threat (*i.e.*, a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. The Association or Managers will base such a determination only upon reliable, objective evidence of the specific animal's actual behavior or conduct and not on speculation or fear about the types of harm or damage an animal may cause.

4. If you are requesting a physical change to the interior of your unit, please describe the modifications. You will be required to provide detailed information regarding such a request which must be approved by the Association or Managers. Approval will not be unreasonably withheld.

5. If you are requesting a physical change to the exterior of your unit or to a public or common use area, please describe the modification. You will be required to provide detailed information regarding such a request which must be approved by the Association or Managers. Approval will not be unreasonably withheld.

6. If you are requesting a different accommodation, please describe it here:

Signature

Printed Name

Date