

RANCHERO VILLAGE CO-OP, INC.
POLICY REGARDING SERVICE AND SUPPORT ANIMALS

WHEREAS, the Master Form Occupancy Agreement for Rancho Village establishes that Rancho Village Co-op, Inc. is organized to provide for the operation, management and maintenance of the property, and to perform such acts and services as are consistent with the Master Form Occupancy Agreement, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations of the Association; and

WHEREAS, the Board of Directors of the Association is responsible for determining policy, and for enforcement of its Rules and Regulations on matters of common interest relating to the property; and

WHEREAS, the Master Form Occupancy Agreement and the Rules and Regulations of the Association contain certain restrictions concerning pets; and

WHEREAS, the Fair Housing Act (42 U.S.C. §§ 3601 – 3619) prohibits discrimination in housing based on disability; and

WHEREAS, for the protection of the Association and its fiduciary duty to enforce the Declaration and Rules and Regulations as written or amended from time to time, the Board of Directors wishes to confirm the Association's policy relating to any medically certifiable disabled resident in the community who has requested an accommodation to the Association's pet restrictions.

NOW, THEREFORE, be it resolved by the Board of Directors as follows:

1. The following requirements are intended to be instructive, but not necessarily all inclusive depending upon the facts of a particular case.
2. Each request for a service or support animal will be reviewed by the Association and/or the Association's legal counsel on a case by case basis.
3. Any resident desiring to keep a service or support animal in his or her unit, which animal does not conform to the Association's pet restrictions, must request the accommodation in writing and provide sufficient credible facts and medical documentation to warrant an accommodation under the Federal and State Fair Housing Acts. Such documentation must show a relationship between the medical disability and the need for the service/support animal to accommodate the disability, so that the disabled resident is afforded an equal opportunity to use and enjoy the property in the same manner as a non-disabled person.
4. The requested accommodation must be reasonable.
5. Any accommodation to the pet restrictions afforded to the disabled resident is only permitted so long as the disabled resident occupies the property and has the asserted disability.
6. The service/support animal must be inoculated as required by law, and licensed by the County.

7. A current photograph of the service/support animal, along with proof of current immunization and proper licensing shall be submitted to the Board of Directors of the Association within a reasonable time after the accommodation is granted.

8. No service/support animal may create a nuisance, unreasonably disturb the peaceful enjoyment of the property by other individuals on the property, or pose a danger to such individuals. Should the service/support animal disturb the peaceful enjoyment of the condominium by others, the accommodation will be deemed “unreasonable” and the Association may demand removal and/or replacement of the animal with one that does not create an unreasonable nuisance in the community.

9. In consideration of the needs of other individuals lawfully using the property with allergies or other health concerns that may be inflamed by animal fur or dander, the service/support animal may not be permitted in certain common areas without a specific identifiable need for assistance from the animal while the disabled resident is using such areas.

10. Where consistent with the medical documentation, the service/support animal shall be transported to and from the disabled resident’s unit in a proper carrier or it shall be leashed at all times when not in the unit.

11. The service/support animal shall not be allowed to relieve itself anywhere on the condominium property except in the designated area(s) approved by the Board of Directors, and any excrement must be immediately removed and disposed of properly.

12. In the event the service/support animal expires, or is otherwise permanently removed from the property, it may not be replaced without further approval from the Board of Directors (which approval shall not be unreasonably withheld).

13. The Board of Directors may adopt and amend additional rules and policies relating to service and support animal accommodations from time to time, including rules and policies related to designated areas where the animals shall be permitted access.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this _____ day of _____, 2017.

Ranchero Village Co-op, Inc.

By: _____

President

Printed Name: _____