

ACCOMMODATION POLICY

1. **Background.**

The Association is not subject to the Americans with Disabilities Act (“ADA”) because the Association does not maintain a “public accommodation” as that term is defined in the ADA. That is, the Association does not operate facilities that are open to the general public. However, certain federal, state and local fair housing laws apply to the Association and its facilities. This policy is intended to comply with such laws.

2. **Purpose.**

The purpose of this policy is to permit Owners who suffer from a disability to make reasonable changes to the Owner’s Unit or the common facilities of the Condominium in order to accommodate such disability in connection with the use of the Owner’s Unit or the common facilities.

3. **Rule.**

The following requirements are applicable to a request for an accommodation.

1. An Owner shall make a written request to the Board containing:
 - a. A description of the Owner’s disability. A report from a medical professional may be requested by the Board.
 - b. A description of the modification requested and the relationship of the modification to the Owner’s disability.
 - c. An estimate of the cost of the modification and a statement by the

Owner that the Owner will pay for all costs and expenses relating to the modification.

2. The Board shall approve a request for a modification provided the following conditions are met:
 - a. The modification(s) requested are consistent with applicable building codes. The board may consult with a third party expert in order to make such determination at the Owner's cost.
 - b. The modification is consistent with the Condominium documents, including rules and regulations relating to safety and aesthetics.
 - c. The modification does not prevent reasonable use of the common facilities by other residents.
3. If the Board approves the request for a modification under this policy, then the Owner shall submit to the Board:
 - a. Plans and specifications for the modification to be reviewed and approved by the Board or a third party retained by the Board for such purpose at the Owner's cost.
 - b. A written agreement signed by the Owner containing the following terms:
 - i. The Owner will return any common area or facility affected by the modification to its original condition upon termination of occupancy by the disabled person.
 - ii. An indemnity by the Owner, indemnifying the Association against any and all claims, causes of action, lawsuits, liens, costs and

expenses (collectively a "Claim") arising out of our relating to the accommodation.

- iii. The Owner's consent to a special assessment against the Owner's Unit in the event (i) the Owner breaches the terms of the Agreement; or (ii) a Claim is made against the Association which relates to or arises out of the accommodation.
- iv. The Owner's agreement to pay all of the Association's out of pocket costs and attorney fees incurred by the Association in connection with any Claim brought against the Association relating to or arising out of the accommodation.