

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BURLINGAME RANCH I CONDOMINIUM ASSOCIATION, INC.**

**Accommodation for Assistance Animals
Under the State and Federal Fair Housing Acts**

WHEREAS, the Burlingame Ranch I Condominium Association, Inc. (the "Association") is a Colorado nonprofit corporation, duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Burlingame Ranch Affordable Housing Subdivision ("Declaration"), at Article III, Section 5, provides the Association with the power to enforce the deed restrictions and covenants contained within the Declaration; and

WHEREAS, Article IX, Section 5 of the Declaration specifically prohibits dogs within the Association;

WHEREAS, the State and Federal Fair Housing Acts ("Acts"), and related regulations, apply to the Association; and

WHEREAS, the Acts require the Association to provide reasonable accommodations for residents with disabilities, including the ability to keep assistance animals.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Association hereby adopts the following Resolution by and on behalf of the Association, which shall become immediately effective:

1. As required by the Acts, on request to the Association or its appointed manager, a person with a disability requiring an assistance animal, including a dog, must be granted an accommodation from the prohibition against animals.
2. As allowed by the Acts, where a request is made for a reasonable accommodation to keep such assistance animal, the Association may ask a resident with a disability to submit reliable documentation of their disability related need for an assistance animal along with a photo of the animal. For instance, where the animal is an emotional support animal, the inquiry may include a request for a letter from a physician, psychiatrist, social worker, or other mental health professional stating the need for such assistance animal. If the disability is readily apparent, neither the Association nor its appointed manager may ask for documentation of the disability. Where the disability-related need for the assistance animal is not readily apparent, but the disability is, the Association or its appointed manager may only inquire into the disability-related need for a assistance animal.
3. A request for a reasonable accommodation to pet restrictions to keep an assistance animal in the Association may only be denied where the resident does not have a readily apparent disability, is unable to provide reliable documentation of that disability, or there is no relationship between the disability and need for the assistance animal. While considering the request, the Association may, but is not required to, allow the animal in question to be considered temporarily an assistance animal until a final determination is

made.

4. The Acts permit the Association to deny access to a specific assistance animal, if that animal: (1) poses an individualized and direct threat to safety; (2) is unable to control waste elimination; or (3) the animal is not kept under the control of the animal's owner or another individual capable of keeping the animal under control when outside of the Unit and in the Project. The denial of access to such animal will not affect access of the disabled resident to the Association.

5. All assistance animals must be under the direct control of the resident, or a person physically competent to control the animal, at all times when outside of the resident's Unit and in the Project. Direct control shall be when the animal is securely enclosed in a cage or crate, on a leash not more than eight (8) feet in length, and not left unattended in the Common Elements or Limited Common Elements, whether tied to a structure or other object, in a vehicle, or otherwise not within the sight and reach of the resident, or a person acting for the resident with the ability to control the animal.

6. No resident may permit an assistance animal to relieve itself in the Association, other than on the areas that may be designated by the Board of Directors from time to time. Residents with assistance animals shall immediately remove and dispose of excrement left by the resident's animal in the resident's trash receptacle or other receptacle designated by the Association. All animal excrement shall be removed from a resident's own property on a regular basis so as to maintain a healthy environment and to eliminate nuisance from odor or otherwise.

7. No resident with an assistance animal shall permit such animal to create a nuisance in the Association by engaging in prolonged and uncontrolled barking.

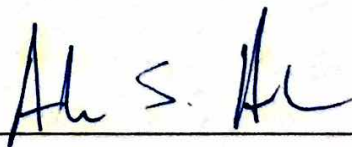
8. As outlined by the Acts, the reasonable accommodation only applies to residents of the Association. No visitors or guests may bring assistance animals into the Association.

9. A visitor to the community may bring their trained service dog into the Association. A service dog is defined under the American with Disabilities act as a dog who assists a person with a disability with a specific task.

The undersigned hereby certify that the foregoing Resolution was adopted and made a part of the minutes of the meeting of the Board of Directors of the Association held on the day of 10, 20116

BURLINGAME RANCH I CONDOMINIUM ASSOCIATION, INC.

By:  President

Attested:  Secretary