

LAKE SHORE ESTATES HOMEOWNERS' ASSOCIATION

Resolution of the Board of Directors

ASSISTANCE ANIMAL POLICY

RECITALS

A. The Lake Shore Estates subdivision ("Lake Shore Estates" or "Community") is a common interest development located in the City of Eugene, Lane County, Oregon. Lake Shore Estates was established and is governed by the documents set forth below, recorded in the Records of Lane County, Oregon:

Declaration of Conditions, Covenants and Restrictions for Lake Shore Estates ("Declaration"), recorded February 9, 1994, as Document No. 94-17750;

Notice of Addition of Territory Subject to Declaration of Conditions, Covenants, and Restrictions For [sic] To Lake Shore Estates, recorded April 3, 1997, as Document No. 97-22521;

Notice of Addition of Territory Subject to Declaration of Conditions, Covenants, and Restrictions For [sic] To Lake Shore Estates, recorded March 7, 2005, as Document No. 2005-015741;

Amendment to Declaration of Conditions, Covenants and Restrictions for Lake Shore Estates, recorded July 21, 2008, as Document No. 2008-042262;

Plat of Lake Shore Estates, recorded in

Lake Shore Estates is also governed by the Bylaws of Lake Shore Estates Homeowners' Association ("Bylaws"), which have not been recorded.

B. "Association" is the Lake Shore Estates Homeowners' Association, an Oregon nonprofit corporation formed by Articles of Incorporation, filed January 8, 1996, with the office of the Oregon Secretary of State, Corporation Division.

C. Under Part VIII, Sections (d) and (e) of the Declaration, the Association's Board of Directors ("Board") has all of the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law, the Declaration, or Bylaws, may not be delegated to the Board by the owners.

D. Under ORS 94.630(1)(a) and Part VIII, Section (f) of the Declaration, the Board, on behalf of the Association, may adopt, modify, or revoke rules and regulations for the Community governing the conduct of persons, and the operation and use of Lots and Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Community.

E. Under Part VIII, Section (e) of the Declaration, the Board of Directors has authority to enforce provisions of the Declaration, Bylaws, and rules and regulations of the Association, and any duty or function required to be done by the Association or owners set forth in the Declaration.

F. Under ORS 94.630(1)(n), the Board of Directors may levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association after notice and an opportunity to be heard, if the fine is based on a schedule of fines adopted by a resolution of the Board.

G. ORS 94.709(5) provides that fees, late charges, fines, and interest imposed pursuant to ORS 94.630(1)(n) are enforceable as assessments.

H. Part IV, Section (e) of the Declaration establishes restrictions regarding pets at the Community.

I. Inasmuch as federal, state, and local fair housing laws govern the regulation and use of animals in the Community by those qualifying as "handicapped" or "disabled" as those terms are used in federal, state, or local fair housing laws.

J. From time to time, the Board of Directors receives requests from Owners or residents of the Community for the allowance of an animal not in compliance with the pet restrictions contained in the Declaration to be used as a service animal, assistance animal or companion animal. Similarly, from time to time the Board of Directors receives complaints from Owners or otherwise becomes aware of complaints regarding animals on the property who are not in compliance with the pet restrictions contained in the Declaration.

K. For the benefit and protection of the Association and of the individual Owners, the Board of Directors deems it necessary and desirable to establish procedures to ensure that Owners and their family, tenants, guests, and invitees who seek and need an assistance animal to ensure equal use and enjoyment of their property and the Community may receive Association consent to utilize such assistance animal.

NOW, THEREFORE, IT IS RESOLVED that:

I. This resolution revokes any prior resolution or procedure for the handling of requests for the use of an assistance animal that would otherwise be in violation of the provisions of the Declaration, Bylaws, or rules and regulations of the Association relating to pets.

II. The procedure set forth below shall now be the process for handling requests for use of an assistance animal that would otherwise be in violation of the provisions of the Declaration, Bylaws, or rules and regulations of the Association relating to pets.

ASSISTANCE ANIMAL POLICY

1. Background

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners provide reasonable accommodations for Owners and residents who have “handicaps” or “disabilities,” as those terms are defined by the Federal Fair Housing Act or state and local fair housing acts. The Lake Shore Estates Homeowners’ Association (“Association”) is committed to granting reasonable accommodations when necessary to afford persons with handicaps the equal opportunity to use and enjoy a dwelling and the Common Areas at Lake Shores Estates. The Association recognizes the importance of Assistance Animals and is dedicated to ensuring that Lake Shores Estates residents with Assistance Animals – whether Owners, family members of Owners or tenants – may keep Assistance Animals in their dwellings.

Reasonable accommodations may include waiving or varying Association covenants, conditions, restrictions, rules or policies to allow a handicapped resident to keep a service, assistance, support or therapy animal (an “Assistance Animal”). An Assistance Animal is an animal that works, provides assistance, performs tasks for the benefit of a person with a handicap, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. The most common Assistance Animals are dogs, although other animals may qualify as Assistance Animals. Assistance Animals are not pets under the Association’s policies, and Assistance Animals will be governed by this policy and not by the Association’s pet policies.

The Association will not deny a request to keep an Assistance Animal solely because the animal has not received formal training. Some Assistance Animals, known as “service animals,” are trained by professionals, their owners, or someone else to work or perform tasks for individuals with disabilities. Other Assistance Animals, however, do not require any special training. The relevant question is whether the animal performs the assistance or provides the benefit needed by the person with a disability to afford that person an equal opportunity to enjoy living at Lake Shores Estates.

It is the responsibility of an Owner or a handicapped person who is a resident, tenant, or guest of the Owner to inform the Association as to the need for an Assistance Animal for the Owner or a resident, tenant, or guest of the Owner’s dwelling, following the procedures set forth in Section 2, below.

To request accommodation of an Assistance Animal, the person making the request should use the form attached to this policy as Exhibit A, or obtain a request form from the Association’s property management company (“Property Management”) by email or postal mail.

Once a completed request is received, the Association will provide a response within thirty (30) days. The person making the request should allow adequate time for obtaining additional information that may be requested to complete the review process. Prior to denying a request, the Association will attempt to engage in an interactive process with the person making the request in which the parties discuss possible alternative accommodations that might effectively meet the person’s disability-related needs.

Assistance Animals will be required to comply with the same reasonable behavior rules as are required for pets. The Association also can require Assistance Animals to be licensed, if required by the applicable governmental authority and if the Association requires licensing of animals kept as pets. An Owner and the Owner's tenant can be held liable for any damage actually caused by an Assistance Animal registered for such Owner's dwelling. Additionally, an Owner and the Owner's tenant can be fined by the Association for nuisances caused by an Assistance Animal as outlined in the Association's governing documents, rules, and regulations.

If an Assistance Animal is unruly or disruptive (aggressively jumping, nipping, biting, excessive barking, etc.), fair housing laws allow the Association to require the owner of the Assistance Animal to remove the animal from a Common Area or Limited Common Area. If the animal's inappropriate behavior continues, the Association may require that the resident not bring the animal into a Common Area or Limited Common Area until steps have been taken to mitigate the objectionable behavior (such as refresher training). If mitigation is not undertaken or is not effective to stop the objectionable behavior, or if the Association reasonably believes the Assistance Animal to pose a threat of physical harm to any other resident or visitor to Lake Shores Estates, the Association may require that the animal be removed from Lake Shores Estates.

2. Procedure for Requesting Accommodation of an Assistance Animal at Lake Shore Estates

2.1 Formal Request – The Owner must submit a written request for a reasonable accommodation for an Assistance Animal, specifying the general nature of the disability, a description of the requested accommodation, and a statement describing how the requested accommodation is necessary to provide an equal opportunity for the requesting party to use and enjoy the dwelling. The request must describe the type of animal being requested.

2.2 Documentation Establishing Need for Assistance Animal – If the handicap and the need for an Assistance Animal is not readily apparent, the request to the Association must include a letter from a health care or mental care professional (a medical doctor, psychologist, licensed therapist, etc.), identifying the handicap or disability, and describing how the requested accommodation is necessary to permit the requesting party an equal opportunity to use and enjoy the dwelling. This letter does not need to disclose any of the patient's medical history or any details regarding the handicap. However, it does need to state substantially as follows:

- a. that the patient is a patient of the health care or mental care professional providing the letter;
- b. that the patient's condition meets the definition of "handicap" or "disability" in the Fair Housing Act, the Americans with Disability Act, or the Rehabilitation Act of 1973;
- c. that the health care or mental care professional understands the patient's history and the functional limitations imposed by his or her disability;

- d. that there is a relationship between the disability and the service, support, or assistance the Assistance Animal provides; and
- e. that the health care or mental care professional has prescribed the Assistance Animal in order to ameliorate the effects of the disability and that the Assistance Animal is necessary to allow the patient an equal opportunity to use and enjoy housing in the Community.

A sample professional's letter is attached to this Policy as Exhibit B. The letter from the professional must be sent directly (via mail or e-mail) from the professional to the Association. Any other method will not be accepted.

2.3 Determination and Approval -- The Association will make a determination regarding requests for reasonable accommodations to allow an Assistance Animal within thirty (30) days of the date of receipt of a request. However, upon written consent of the requesting party, the Association may extend the time to respond where it requires additional information in order to reach a determination.

3. County Registration and Vaccinations/Inoculations

The Owner making the request must send Property Management a current copy of the Assistance Animal's Lane County registration or license and a veterinary record showing that the Assistance Animal's vaccinations and inoculations are current. Required vaccinations for dogs shall include a vaccination for rabies and any other vaccinations required by Lane County. The Owner will be responsible to ensure that the Association receives updated Lane County registration or license and vaccination/inoculation records throughout the duration of the Assistance Animal's stay.

4. Animal Tags

When an animal is approved for use as an Assistance Animal within Lake Shore Estates, the Association will provide a tag to be worn on the Assistance Animal's collar at all times. The purpose of the tag is to apprise all Owners and residents of Lake Shore Estates that an animal wearing the tag is an Assistance Animal authorized and approved by the Board, and that it is allowed within the Community, even if it may otherwise violate some provision of the Declaration or Bylaws, such as the weight limit or type of animal restriction.

5. Animal Supervision

The Owner and the owner of the Assistance Animal, if different from the Owner, are responsible for ensuring that the Assistance Animal is cared for and supervised. The owner of the Assistance Animal shall retain full control of the Assistance Animal at all times and ensure that the Assistance Animal wears its Association-supplied tag, is well behaved, is not disruptive to other people, and does not cause damage to a Common Area or Limited Common Area in Lake Shore Estates. If the owner of the Assistance Animal does not comply with these requirements, then the Owner will be responsible for fines assessed by the Association and other consequences, including the potential removal of the Assistance Animal as detailed in item 7 below. Any fines

or assessments for actual damages will constitute a lien against the Owner's Lot to the extent provided in the governing documents of the Association. The responsibility of the Unit Owner and the owner of the Assistance Animal includes ensuring that:

- a. when the Assistance Animal is in a Common Area or Limited Common Area, the Assistance Animal will not be left unattended, and will be on a leash or in a carrier, and under the direct control of its owner;
- b. the Assistance Animal will not be allowed to jump, snarl, or nip another person or animal;
- c. the Assistance Animal will not be allowed to bark continuously or incessantly for a period of 10 minutes or intermittently for an hour or more to the disturbance of another person at any time of day or night;
- d. feces from the Assistance Animal will be promptly picked up and taken back to the Owner's dwelling or properly disposed of in a garbage receptacle, and not disposed of under bushes, in other types of vegetation, or under snow, and failure to properly dispose of animal feces may result in a fine pursuant to the Association's governing documents, rules, and regulations;
- e. liquid waste does not cause damage to grass or is placed on the side of a building or the Common Area decks, gazebo, or other common facilities of the Association;
- f. if assistance is needed with cleanup of the Assistance Animal's waste, this will be arranged for by the owner of the Assistance Animal at such owners' expense and will not be a responsibility of the Association or Property Management; and
- g. The tag provided by the Association will be worn on the collar of the Assistance Animal at all times.

6. Insurance

The Association does not require any specific insurance as a condition to allowing an Assistance Animal at Lake Shore Estates. However, each Owner is instructed to obtain adequate homeowner's insurance for their personal property and liability exposure. Owners are advised to review options for ensuring adequate coverage to protect against the actions of any tenant or guest, including any damage done by an Assistance Animal owned by such tenant or guest. The Association encourages all Owners to contact a competent insurance agent and make sure that their homeowner's policies cover the Association's deductible amount and adequately address their liability risks and other exposures.

7. Rental Agreements

Owners will be held accountable for all violations by their tenants and guests of the provisions of the Association's governing documents, including the Association's rules and regulations and are

required to address any such violation. All lease and rental agreements affecting any Lot in Lake Shore Estates must be in writing and must require compliance with all rules, including, if applicable, all rules pertaining to Assistance Animals.

8. Removal of an Assistance Animal

If an Assistance Animal is unruly or disruptive (aggressively jumping, nipping, barking, etc.), the Association may require that the owner of the Assistance Animal remove the animal from a Common Area or Limited Common Area. If the animal's inappropriate behavior continues after notice from the Association to the owner, the Association may require that the owner not bring the animal into a Common Area or Limited Common Area until steps have been taken to mitigate the behavior (such as refresher training). If mitigation is not undertaken or if it is not effective to stop the objectionable behavior, or if the Association reasonably believes the Assistance Animal to pose a threat of physical harm to any other resident of or visitor to Lake Shore Estates, the Association may require that the animal be removed from Lake Shore Estates.