

**Red Canyon Townhome Association**  
**Rules and Regulations**  
**REVISED DECEMBER 2023**

These Rules and Regulations have been adopted by the Red Canyon Board of Directors and implemented to protect the investment of the Owners of the residential dwelling Units and to enhance the economic value of the Units, subject to regulation by the association. This document is to be used in conjunction with the Declaration, Bylaws and other governing documents of the association. Capitalized terms used in these Rules and Regulations shall have the same meanings as set forth in the Declaration. In the event of any conflict between these Rules and Regulations, and the Association's Declaration of Covenants, Articles of Incorporation or Bylaws, the provisions of those documents shall govern.

I. General.

- A. Red Canyon occupants are expected to respect their neighbors at all times always taking safety into consideration. Each owner shall be responsible for the conduct of the occupants of their units, including costs incurred from clean up, repair and incidental damage charges. **All residents must fill out an information sheet and return it to management (owners are responsible to make sure any tenants are registered).**
- B. Owners and occupants shall exercise reasonable care to avoid making or permitting to make loud, disturbing or objectionable noises of any kind. All occupants shall use due regard for the comfort and enjoyment of others in the complex. No musical instruments or devices (including but not limited to stereos, or televisions) shall be played in such a manner as not to create an annoyance or disturbance. Quiet time should be observed by all residents from 10:00 PM to 8:00 AM.

II. Vehicle Parking, Storage and Repairs.

- A. Personal Spaces: Each unit has two parking spaces (either two surface spaces or one surface space and one garage space). Surface spaces are marked so that residents have an exclusive right to use the spaces (residents may choose to identify non-permitted users as trespassers). If a resident (owner or tenant) finds a vehicle parked in their space they have four options:
  - 1. Wait for vehicle to move;
  - 2. Canvas the neighborhood to locate the driver so that the vehicle is moved; or
  - 3. Contact Lucas Towing (970)-524-0164; or any other towing company.
  - 4. Contact management with details and they will have it towed or booted, (realizing this option may take longer).

If a resident uses Lucas, they will be asked to sign the tow ticket. If the vehicle is not recovered, Lucas will send the person signing the tow ticket a bill. That bill may be forwarded to the HOA for reimbursement.

- B. Guest Spaces: Guest spaces are for guests only. Residents may not use guest spaces for extra vehicles. Enforcement of Guest Parking Rules: All Parking enforcement will be per association rules and in compliance with Colorado State Statute 05-100 & 06-89. (Colorado 05-100 & Colorado 06-89 outlines the process and procedures that must be used by the association for fining and by the tow company and by the association prior to towing any vehicle).

If a vehicle is abandoned that vehicle will receive a notice giving warning of when a tow will occur. After ticketing by the Association, the vehicle will be towed, usually within 72 hours of tagging.

If a resident is identified as using a guest parking space on a routine basis they will be notified of rules violation. Note: the association has no legal way to identify the owner of a vehicle through tracking a license plate. The association must rely on neighbors to identify the violator and the address of violators – you will remain anonymous.

Enforcement will follow association rules. The following action will be taken when a vehicle is improperly parked: first violation: warning note; second violation: warning note with a red sticker; third violation: fine the owner and apply a second sticker; fourth violation: boot the vehicle. The owner of the vehicle will then be responsible for contacting the “boot company” and paying for its removal.

- C. Excessive idling of vehicles while unattended is illegal and should be reported to the Eagle police for any action.
- D. Residents may not park unlicensed vehicles on the lot.
- E. Parking, stopping or standing in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) is not permitted.
- F. No self-propelled recreational vehicle, tractor-trailer, camper designed to be pulled behind another vehicle, boat, is permitted to park within the Project at any time, except for temporary loading or unloading, deliveries, or emergency and must take place in resident’s assigned spot.
- G. No “oversized” vehicles are allowed on Red Canyon premises and any vehicle that does not “fit” in a parking spot is not allowed. This means that a vehicle cannot extend beyond the marked parking spot and go over the yellow lines on either side or extend into the sidewalk or lawns of the back side. No cords are allowed to be run to vehicles for any reason.
- H. If any vehicle is parked on any Common Area, other than designated parking spaces, the Board may place a notice on the vehicle specifying the nature of the

violation and stating that after 48 hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity, which will do the towing in accordance with these Rules and Regulations. If, 48 hours after such notice is placed on the vehicle, the violation continues or occurs again within six months of the date the notice is given, the vehicle may be towed without further notice to the owner. For the purposes of the Rules and Regulations, an automobile, truck, motorcycle, moped, motor scooter, self-propelled recreational vehicle, or any other motorized vehicles, shall be considered a "vehicle."

- I. No activity such as, but not limited to, maintenance, repairs, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer, motorcycle, ATV or boat, may be performed or conducted on the Common or Limited Common Area, except for emergency repairs required to start a vehicle or to change a flat tire. Any oil, drainage, damage or other fluids left from repairs to the vehicle within an assigned space can be billed back to the owner for the cost of clean-up, any asphalt repairs and remediation. The bill will include time and materials plus a \$10 processing fee.
- J. If any vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit or dwelling, is obstructing the flow of traffic, is parked on any landscaped or grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a nuisance or hazardous condition, no notice shall be required and the vehicle may be towed immediately, at the vehicle owner's expense.
- K. A vehicle is "derelict" if it is not roadworthy. To be roadworthy it must have all of the following: (i) a valid registration; (ii) round tires, (iii) glass in both front and rear windows; (iv) the ability to move under its own power and (v) no visible fluid leakage. If any derelict vehicle is located on any portion of the Project, the Board may place a notice on the vehicle stating that if the vehicle is not made roadworthy or removed from the Project within 72 hours, the vehicle may be towed or "booted." The notice shall contain the same information as the notice set forth Paragraph 2c of these Rules and Regulations. If 72 hours after such notice is placed on the vehicle, the vehicle is not made roadworthy or removed from the Project, the vehicle may be towed or "booted."
- L. No abandoned vehicles shall be stored or parked upon any part of the Property. In the event that the Board shall determine, in its sole discretion, that a vehicle is an abandoned vehicle, then a written notice describing the vehicle will be personally delivered to the owner thereof (if the owner can be reasonably ascertained and located) or will be conspicuously placed on the abandoned vehicle (if the owner thereof cannot be reasonably ascertained or located) and if the abandoned vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the vehicle at the sole expense of the owner hereof. For the purpose of this Section an "abandoned vehicle" is any automobile, truck, motorcycle, motorbike, boat trailer, camper, motor home, house trailer or other similar vehicle which has not been moved for a period of five (5) days or longer.

- M. If a vehicle is towed in accordance with these Rules and Regulations, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of such towing. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board reserves the right to impose or use other available sanctions, rather than exercise its authority to tow.
- N. Please do not park vehicles so as to block access to sidewalks.
- O. Overflow parking from 5:00 PM to 9:00 AM is allowed on Nogal Road. Parking along Nogal Road outside of these hours may result in a ticket from the Town of Eagle.
- P. Excessive idling of vehicles is prohibited per Town of Eagle ordinance. If any resident witnesses the idling of a vehicle for more than a few minutes, they should call the Town of Eagle Police Department at 970-328-6351.
- Q. All vehicles must display a valid Red Canyon parking permit. Owners can obtain permits from the management company.

III. Back Patios, Front Entries, and Building Exteriors.

- A. No items of clothing, laundry, rugs, tarps, blankets, sheets, appliances or other similar items may be hung from front windows, front porches or front facades of any building.
- B. No awnings or similar items designed to provide shade or privacy may be permanently fixed to the exterior of the Unit of the Building without the prior written approval of the Board of Directors.
- C. Other than those items and structures set forth in paragraph 2d hereof, no items or structures of either a temporary or permanent nature shall be placed or stored on any Lot, back patio, front porch or lawn.
- D. Items permitted on the back patio are one (1) electric barbecue grill, patio-style furniture, plants and planters placed in a neat and orderly manner, hoses watering cans and sporting equipment (such as bicycles) placed in a neat and orderly manner. It is recommended that these items be hung whenever possible. Additionally, a resident may choose to use a Board-approved external storage product (box) in a neutral color to help alleviate unsightly clutter on back patios). Items permitted on the front porches and front yard areas are: plants, planters, a seasonally-necessary tool used on a daily basis (such as a snow shovel or hose) and decorative yard items provided they are not excessive and do not go on any of the common areas. **NO PROPANE GRILLS, CHARCOAL GRILLS, SMOKERS OR FIRE PITS ARE ALLOWED.**
- E. Personal property shall be removed from turf areas so that it does not interfere with mowing and landscaping operations.
- F. No signs or advertising posters, with the exception of "For Sale" or "For Rent" signs shall be placed anywhere within the Project, except as permitted by the

Declaration. "For Sale" or "For Rent" signs shall be limited to one sign of no larger than 21 1/2" x 16 1/3" displayed in the window of a Unit or in the front planting bed area of a Lot.

- G. Window coverings shall not be made of silver or reflective material and neither garbage bags, sheets, cardboard nor any other item not designed for use as a window covering shall be used as a window covering. Within six weeks after a Unit is occupied, curtains, blinds, shades or shutters shall be installed in the windows of the Unit and shall continuously remain in such windows.
- H. During the winter holidays, outdoor decorations are permitted from Thanksgiving through January 15 and must be removed by January 15<sup>th</sup>. During the remainder of the year, holiday / special occasion decorations will be allowed to be displayed for two weeks prior to and two weeks after the holiday.
- I. Other such items not allowed are open fire items, including but not limited to, chimineas, fire pits or any other items that pose a fire risk, motorcycles, 4 wheelers, coolers, trash, lumber, appliances or any storage item other than a board-approved style container. Screen door colors shall be green only.
- J. Trash must be deposited into the bins provided in the dumpster enclosures. No trash may be kept on any limited common elements (decks, porches, patios) or common elements (walkways, parking areas, turf areas).

#### IV. Animals and Pets.

- A. Pets shall at all times be under the control of the Owners or occupants. While on Red Canyon property, pets should be kept on a leash. Pet owners are responsible for cleaning up their pet's waste (including cats or any other animal / pet) immediately after it is deposited. No pet shall be tied up or tethered to a tree, lawn or deck area without the immediate supervision of its owner.
- B. No animals except for household pets may be held or raised on any of the common elements or in the Units. The Association may limit the number of household pets which may be kept in a Unit, and only Unit Owners shall be allowed to keep two (2) dogs.
- C. **Tenants are not allowed to have pets of any kind.** Any owner that violates this Rule may be fined \$500 for the first offense, after notice and an opportunity for a hearing. Owner will have 48 hours to comply and, if found to be in continued non-compliance, may be fined an additional \$500 per day until the animal is removed from the subject property. No additional hearing is required as this will be deemed to be a continuing violation.
- D. **Emotional Support Animals. Tenants seeking to keep an emotional support animal shall follow the requirements set forth on the Association's Policy and Procedures for Requesting Permission to Keep an Animal as a Reasonable Accommodation attached hereto.**

E. **Service Animals. Service Animal as defined herein and by the American's With Disabilities Act being a "dog that is maintained to do work or perform tasks for an individual with a disability. The task(s) performed by the Service Animal must be directly related to the person's disability." Documentation regarding the Service Animal must be provided prior to the occupancy of a Unit to the Manager. With respect to having a Service Animal, the guest is responsible for (i) keeping the animal under its control at all times, (ii) ensuring it is not disruptive to other Owners and guests and (iii) cleaning up and disposing of the animal's waste.**

F. Pets shall not make loud, repeated or annoying noises and shall not be a nuisance to other Owners or occupants.

G. No owner or Occupant shall keep an animal which, in the sole discretion of the Board is considered to be a danger to the Owners or occupants of the Project or which is considered a "Dangerous Breed". The term Dangerous Breed shall include all wolves, wolf-hybrids, Dobermans, Rottweilers, Chows, German Sheppards and Pit Bulls, and no such animals shall be brought upon the Association's property at any time whatsoever. If an animal has been cited as vicious by Eagle County, it shall be permanently removed from the Project within five (5) working days.

H. Feces left by animals upon any Lot or Common Area shall be promptly removed by the animal's owner or the person responsible for the animal; pet owners are responsible for the cost of repairing any damage caused by their pets on or to the Common Area. Management will have ability to bill back owner for any damage incurred.

I. A Request for Variance can be submitted to the property management company via email or fax.

J. All pet owners whose animals go outdoors (including **dogs and cats**) are required to register their pet with management and pay a \$100 annual fee per pet, up to \$200 annually (due and payable on January 1 of each year). The purpose of the fee is to offset the costs associated with pets in the neighborhood, including the stocking and cleaning of the pet pick up stations, the replacement of sod damaged by urine and the cost to clean the sand in the playground area.

When filling out a new Resident Information Form, a pet owner can apply for credits if the owner agrees to volunteer for community service performing pet waste clean-up at the Project. Each pet owner can volunteer either 2 hours for a \$50 credit or 4 hours for a \$100 credit, annually.

K. Pet Violation Fees. The fees for violating any of the above Animals and Pets Provisions will be (separate from any other code violation fees) as follows:

First Violation: **\$100**

Second Violation: **\$150**

Third Violation: The Board will seek a court order to have the animal removed from the Project. Any legal fees incurred will be the responsibility of the owner to pay.

V. Satellite Dishes.

- A. All satellite dish or HD satellite installations shall follow the BOD approved only. Contact management.
- B. Satellite application form in management office.
- C. Any satellite dish that is not in use must be removed from the building at the cost of the owner. Contact management to have the dish removed.

VI. No Annoying Light, Sound or Odors.

- A. No light shall be emitted from any Unit, which is unreasonably bright or causes unreasonable glare. Exterior light fixtures must direct light downward and conceal the light source. Floodlights, bare bulbs and clear glass luminaries are not permitted. Any carriage lanterns must have frosted glass and low wattage bulbs with a maximum of 25 watts luminescence.
- B. No sound shall be emitted on any Unit, which may be heard within any other residential dwelling unit which is unreasonably loud or annoying.
- C. No Odor shall be emitted from any Unit, which is noxious or offensive to others.
- D. **NO SMOKING.** No smoking is permitted on the patios, porches, balconies and decks located upon such Owner's Unit and within the immediate vicinity of the Common Elements and the Limited Common Elements.

VII. Mold.

Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in his or her Unit, including, but not limited to, appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts. Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or excessive moisture in a Unit; (b) any failure or malfunction in heating, ventilation or air-conditioning; (d) any inoperable doors, windows, heating, ventilation or air-conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in the Declaration. Owners shall be responsible for any damage to their units and personal property, to any other Unit, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and or damage within their Units or from any other affected Unit in the event that any Owner fails to meet the requirements of this Section.

VIII. Violation of Law.

Nothing shall be done within the Project or the individual residential dwelling units which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

IX. General.

- A. Owners and occupants shall be responsible for any additional charges incurred by the Association on account of the removal of trash, garbage or refuse from the Project, if incurred because of excess trash or because of bulk items they place outside their Unit for pickup. Owners and occupants should contact the company that removes trash directly to arrange for the pick up of bulk trash and to pay the cost of such pickup.
- B. Owners shall repair broken glass in windows or patio doors within 5 workdays.
- C. No Fireworks or firearms may be fired or discharged anywhere in the Project.
- D. No Owner or occupant shall cause any penetration of any kind of the roof or any exterior wall of a Unit without the approval of the Homeowners Association and without agreeing in writing to indemnify the Association for any damages from such penetration.
- E. Only gas or electric grills shall be permitted to be used within the Project, and only if permitted by application law or ordinance. No charcoal grills or wood burning devices are permitted.
- F. Owners shall be responsible for the actions of their family members, guests, invitees and tenants that are in violation of the Declaration or these Rules and Regulations.
- G. No structure or mechanical or other device, including, but not limited to, fences, patio coverings, patio enclosures, swamp coolers or air conditioning units shall be placed on or attached to the exterior of a Unit or the Common Area without the prior, written approval of the Board in accordance with the provisions of these Rules and Regulations, the Bylaws and the Declaration.
- H. All repairs or installations within a Unit, such as repairs and installation of heating, plumbing, air conditioning and electrical fixtures, and the repair or replacement of the inner decorated and finished surfaces of the walls, ceilings and floors, including floor and ceiling tile, and the repair and replacement of all screens, glass, storm or screen doors and patio doors are the responsibility of the Owner. Each Owner shall promptly perform all the repair and maintenance required by the Declaration, the Bylaws and these Rules and Regulations, the omission of which would adversely affect any Common Area or any other Unit. Each Unit Owner shall be responsible for any damages caused by the failure to perform such repairs.

- I. Owners that rent their units to tenants must provide a copy of the lease to management. Management has a “master lease” for Red Canyon Townhomes available to any owner who requests one. All tenants’ names, mailing addresses and phone numbers must also be provided to management. Management will then provide the owner with a “tenant packet” that includes the Rules and Regulations of the association. A contact information sheet will also be included in each tenant packet so that renters have contact information for the management office, the code enforcement officer and the maintenance manager.
  - J. Leased units are permitted to have up to three unrelated persons residing in the unit. The names and contact information for each adult occupying the unit should be on the lease and be provided to management.
  - K. Young children should have adult supervision while outside. Parents are responsible for ensuring children follow all of the Rules & Regulations of the Red Canyon Townhome Association, including quiet hours and cleaning up toys and trash. For children’s safety, **children are not allowed to play in the parking areas at any time.**
- X. Violation of Governing Documents; Enforcement. If an Owner violates any term or condition of the rules and regulations, covenants, or other valid rules or restrictions ("violations"), any other owner shall have the right to contact that owner and request that the offending Owner cease or correct any act or omission which appears to be a violation of the governing documents. Additionally, the Association shall have the following rights and remedies:
- A. Notice. Should the Association determine that a violation has occurred; the Association or any of its authorized agents must provide adequate notice, by letter, of any such violation. The notice shall set forth in ordinary language a clear and concise statement of the acts or omissions which the Association believes occurred and shall include as many specifics as are available as to date, time, location and the identity of the persons involved, so that the complaint may be investigated. Once adequate notice has been provided by **electronic mail (and if the owner has not provided an electronic mail address by the mailing address of record), and the posting of notice of violation on the front door of the unit,** if the notified owner fails to cure the alleged violation, or commits a second violation, then the Association or any of its authorized agents may avail itself of the following remedies.
  - B. Right to Cure. Should the alleged violation not be cured by the date and time specified in the notice letter from the Association to the Owner, a second letter shall be sent by the same means, informing the Owner of the time and place of a meeting at which the Association will hold a hearing to determine whether or not the alleged violation actually took place; that the Owner shall have the right to appear and be heard at such meeting; and that the Association has the authority, upon it's determination that a violation has occurred, to levy fines, attorney's fees, and to take such other action as is authorized by the

Association's governing documents and by the Colorado Common Interest Ownership Act. It shall be incumbent upon each director or other person hearing the complaint to make a determination whether he or she is able to function in a disinterested manner; if such member is not able to act in a disinterested manner, he or she shall disclose such fact to the Board and remove himself or herself from the proceedings and have such fact recorded in the minutes of the meeting. The hearing will not be conducted according to technical rules relating to evidence or to witnesses. Generally, any relevant evidence will be admitted if it is the type of evidence which responsible persons rely on in the conduct of their business affairs, regardless of the existence of any common law or technical rules which might make the introduction of such evidence improper after objection thereto. Decisions of the Board may be taken under advisement and rendered at a later time, but in no event more than fifteen (15) days after the conclusion of the hearing. All decisions of the Board, after hearing, shall be rendered in writing, and shall be effective five (5) days after notice of such decision is mailed to the offending owner by certified and by regular mail.

- C. Executive Session. At the request of any owner, the hearing shall be held in executive session; if either the accusing party or the accused party shall fail to attend, the hearing may continue, if sufficient evidence to establish the existence of a violation is made available to the Board. Otherwise, the Board may continue the hearing.
- D. Remedies. Upon finding the existence of a violation, the Board may take the following action:
  - i. The offending Owner may be ordered to take remedial action
  - ii. A fine in an amount of not less than \$100.00 nor more than \$150.00 may be levied.
  - iii. All fines shall be collectible as assessments and shall be payable within 90 days, according to the Collections Policy.
  - iv. The Association may, but is not obligated to, enter upon an Owner's property and cure such violation at the Owner's cost and expense. If the Association cures any such violation, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith, together with an administration fee.
- E. Right to Sue for Injunctive Relief or Damages. Notwithstanding the foregoing, the Association may sue the Owner to enjoin such violation, or the Association may sue an Owner for all damages, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by the Association as a result of the violation.
- F. Lien. The Association shall have a lien against the property to secure payment of (a) any fee, charge, [me or other amount due from the Owner to the Association; (b) interest on any Rules & Regulations unpaid amounts at the rate of 18 per cent annum from the date due until paid and (c) all costs and expenses of

**Commented [H1]:** According to the Enforcement Policy

**Commented [H2]:** According to the Collections Policy

collecting any unpaid amounts, including without limitation reasonable attorney's fees and disbursements. Any such lien may be judicially foreclosed as a mortgage under the laws of the State of Colorado.

G. Other Rights and Remedies. The Association shall have all other rights and remedies available to it at law or in equity. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

H. Appeal of Fines. An Owner may appeal any fine imposed against the Owner by the Association to the Fine Appeals Committee (the "Appeals Committee") in accordance with the following terms and conditions. Within five days after receiving the notice of fine, that a fine is being assessed against the Owner, the Owner may file a written appeal with the Appeals Committee. If the Owner fails to file a written appeal with the Appeals Committee within such five-day period, the Owner shall have no further right to appeal the fine. If the Owner files a written appeal within such a five-day period, the Appeals Committee shall review such appeal and within 45 days deliver a written decision with respect thereto to the Owner and to the Association. If the Appeals Committee decides in favor of the Owner, the Association shall revoke its notice imposing the fine. If the Appeals Committee decides in favor of the Association, the Owner shall pay such fine within five days after its receipt of the Appeals Committee's decision.

XI. Modification, Amendments, Repeal and Re-Enactment.

- A. The Association and Board reserves the right, at any time and from time to time hereafter, to modify, amend, add to, repeal and/or re-enact Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.
- B. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- C. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of anyone or more of the provisions hereof by a court of competent jurisdiction shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in effect.
- D. The captions to the sections are inserted only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision of these Rules and Regulations.

REQUEST FOR ACCOMMODATION FROM RULE AGAINST ANIMALS

I/we, the undersigned, hereby request an accommodation from the rule against animals for the following reason:

Please describe reason for request:

Pursuant to the Federal Fair Housing Act (42 U.S.C. 3601-3619), I/we are requesting the following accommodation be made:

I/we hereby certify that the accommodation from the rule against animals is necessary so that I/we may use and enjoy the residence identified below and/or to ameliorate the effects of a disability. I/we acknowledge that in order to provide a "reasonable accommodation" the Association may require additional information relating to my/our disability. Upon request, I/we agree to provide such additional information as may be reasonably requested by the Board.

This form must be submitted to the Board of Directors for review. Please attach any additional information you feel may be of assistance to the Board in reviewing your request. The more information you supply initially, the more likely the Board will have enough information to make a decision regarding your request.

Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

Address:  
\_\_\_\_\_

**HEALTH CARE PROVIDER’S CONFIDENTIAL CERTIFICATION LETTER**

To: \_\_\_\_\_  
Name of Health Care Provider

Your patient, \_\_\_\_\_, (“Patient”), whose address is \_\_\_\_\_, is a non-owner occupant of a Unit within the Red Canyon Townhome Association community. The Patient has asked the Association that the Patient be allowed to keep his/her animal within the Community.

Although animals are usually not allowed under the Association’s governing documents, the Federal and Colorado Fair Housing Act require the Association to consider the request if the Patient meets the standard outlined below and the accommodation requested may allow the Patient to have the opportunity to use and enjoy the housing equal to that of a person without a disability.

The Patient has given the Association written consent (see consent at end of form) to contact you for verification that he/she is disabled and needs the accommodation requested. We would appreciate it if you would fill out this form and return it to the Association.

Certification: I, \_\_\_\_\_ hereby declare, under penalty of perjury, that the following statements are true and correct to the best of my knowledge:

1. My business address and business telephone are as follows:  
\_\_\_\_\_  
\_\_\_\_\_

2. I am a duly licensed health care provider in the State of \_\_\_\_\_ and my license number is:

3. My area of practice is:

4. I am certified in the following medical specialty(ies), if any:  
\_\_\_\_\_

5. I hereby certify that the Patient has a physical or mental impairment which substantially limits one or more of such person’s major life activities as follows (describe impairment):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Which major life activities are substantially limited by the impairment? (Check all that apply)

\_\_\_Caring for himself/herself \_\_\_Walking \_\_\_Speaking \_\_\_Performing manual tasks

\_\_\_ Learning \_\_\_Seeing \_\_\_Breathing \_\_\_Working

\_\_\_Other (explain):

7. If you have certified that the Patient is disabled in No. 5 above, can this condition be treated to prevent any substantial limits in any of the Patient's major life activities?  
Explain any qualifications to your answer:

8. If your answer to No. 7 above indicates the condition is treatable, is the Patient's condition being treated to prevent any substantial limits in any of the Patient's major life activities?  
Explain any qualifications to your answer:

9. I am aware the Patient has made a request of the Association to be allowed to keep a animal within the Community. I hereby certify the Patient's request is related to his/her disability and alleviates or mitigates his/her disability, as described in No. 5 above, or otherwise assists the Patient in using and enjoying her home or the common facilities of the Association for the following reason(s):

10. I understand this information is solely for the internal use of the above-named Association, that it will be kept confidential to the extent permitted by law and will be provided only to authorized representatives of the Association who periodically may need to verify and re-validate that this information remains correct.

11. I also understand if a dispute arises concerning these issues, I may be called upon to testify concerning my professional opinions set forth in this letter.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing statements are true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature:

Print name:

\_\_\_\_\_

Applicant/Resident

Date

Return To: McNeill Property Management, Inc. PO Box 8366, Avon CO 81620  
Email: [dan@mcneillinc.com](mailto:dan@mcneillinc.com) Fax: 720-664-0580