

**UNIT OWNERS ASSOCIATION OF  
MARKET STREET AT TOWN CENTER CONDOMINIUM**

Resolution No. 12-16

**REASONABLE MODIFICATION AND ACCOMMODATION POLICY**

**WHEREAS**, Article III, Section 1 of the Bylaws of Market Street at Town Center Condominium (“Bylaws”) provides that the affairs of the Unit Owners Association of Market Street at Town Center Condominium (“Association”) shall be conducted by a Board of Directors (“Board”);

**WHEREAS**, Article III, Section 2 of the Bylaws provides that the Board shall have the power to adopt and publish rules and regulations governing the use of the common elements;

**WHEREAS**, the Fair Housing laws of the United States and the Commonwealth of Virginia place certain obligations upon the Association;

**WHEREAS**, the Board believes it to be in the best interest of the Association to work with Owners, residents and prospective residents of Market Street at Town Center Condominium who request modifications to the common elements or accommodations in the rules, regulations, policies, or services provided by and through the Association to accommodate a disability; and

**WHEREAS**, the Board deems it necessary to establish appropriate procedures for considering and acting upon such requests.

**NOW, THEREFORE, BE IT RESOLVED THAT** the following procedures for the consideration of requests for modifications and accommodations are adopted.

**1. PURPOSE**

The Board has certain obligations under the Fair Housing Act and the Virginia Fair Housing law to ensure that the Association complies with the requirements of the law ensuring equal opportunity for housing to all residents and prospective residents, regardless of race, color, religion, national origin, sex, age, familial status or disability. The Association must act to avoid discriminatory practices. The Association must act to provide reasonable modifications to the common elements or reasonable accommodations in rules, practices, policies, or services which can be reasonably provided to afford such person equal opportunity to use and enjoy the Property. This Resolution establishes procedures for owners, residents, prospective residents and other affected individuals who request modifications or accommodations to initiate a request for the Board to evaluate, respond, and implement appropriate action on the request.

**2. DEFINITIONS**

All terms used herein shall be defined pursuant to applicable law. Unless otherwise provided by applicable law, the following definitions are applicable to this Resolution:

A. Disability and Handicap. *Disability and Handicap* are used interchangeably and mean with respect to a person who has (i) a physical or mental impairment that substantially limits one or more of such person's major life activities; (ii) a record of having such an impairment; or (iii) is regarded as having such an impairment. The term does not include current, illegal use of, or addiction to a controlled substance as defined in Virginia or federal law.

B. Individual with a Disability. *Individual with a Disability* means an individual with a physical or mental impairment that substantially limits one or more major life activities, including but not limited to such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, deafness, or blindness.

C. Major Life Activity. *Major life activity* means those activities that are of central importance to daily life, including, but not limited to, seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning and speaking.

D. Reasonable Modification. *Reasonable modification* means a structural change made to existing common elements in order to afford the Requesting Party full enjoyment of the common elements. Generally, modifications are at the expense of the person requesting the modification to the common elements. Determining whether a requested modification is "reasonable" shall be based upon an examination of the facts and circumstances of each request.

E. Reasonable Accommodation. *Reasonable accommodation* means an exception, change or adjustment to a rule, practice, Resolution, or service that is generally applicable to the entire community to provide a person equal opportunity to use and enjoy the common elements. The determination whether a requested accommodation is "reasonable" shall be based upon an examination of the facts and circumstances of each request.

F. Requesting Party. *Requesting Party* shall mean the person for whose benefit the request for a modification or accommodation has been made.

### 3. REQUESTS FOR REASONABLE MODIFICATION OR ACCOMMODATION

A. Place of Request. In order to ensure all requests for modification or accommodation are properly logged and considered, all requests for accommodation should be made in writing and delivered to:

*On-Site Manager  
Market Street at Town Center Condominium  
12001 Market Street  
Reston, Virginia 20190*

However, the On-Site Manager shall log all requests for modifications or accommodations, whether written or oral. The On-Site Manager may put any oral requests in writing and ask the Requesting Party to initial or otherwise confirm the request.

B. Contents. All requests for modifications or accommodations should include the following information:

- (1) Name of Requesting Party;
- (2) Current Mailing Address;
- (3) Telephone number and e-mail address;
- (4) If the Unit is leased, a copy of the current lease agreement;
- (5) Fully completed and signed Reasonable Modification/Accommodation Request Verification Form, a copy of which is attached hereto as Exhibit 1, or similar credible statement verifying the nature of a Disability;
- (6) A brief description of the Disability and the major life activity that is substantially limited. (If the Disability is obvious or known, a brief statement of the major life activity affected is sufficient.)
- (7) A description of the proposed modification or accommodation requested, including a description of how the modification or accommodation will address the difficulty described above;
- (8) If the request involves a support or service animal, fully completed and signed Service Animal and Support Animal Registration, attached hereto as Exhibit 2; and
- (9) Whether the request is considered to be an emergency or if there is a specific time period that the Requesting Party believes affects the request and the reasons therefore.

The Board may request such additional information from the Requesting Party as may be necessary to determine whether a modification or accommodation is reasonable.

#### 4. CONSIDERATION OF REQUESTS

A. The On-Site Manager will acknowledge receipt of the request for the modification or accommodation and will advise the Requesting Party that the request will be responded to promptly. Response time for requests may vary depending on the nature of the request, the urgency of a request, and the meeting schedule of the Board.

B. If a Requesting Party is a tenant, and it appears that the tenant is requesting a change to a rule, practice, Resolution or service provided in the terms of the lease, or a physical modification to a Common Area, the On-Site Manager will direct the Requesting Party to contact the Owner. Proposed modifications to a Unit shall be processed in the same manner as any application for modifications to a Unit.

C. Upon receipt of a request, the On-Site Manager shall make a record of receipt of the request, review the request to ensure those items described in Article 3, Section B above are included with the request, include a copy of the request in the Board information packet prior to the next regularly scheduled Board meeting, and provide a copy to the Board President as soon as practicable. If the request presents the need for a legal determination concerning whether the condition qualifies as a Disability or the nature of the requested modification or accommodation, or if otherwise deemed appropriate, the Association President may forward a copy of the request to Association legal counsel for review.

D. If any of the items described in Article 3, Section B above are missing or incomplete, or if additional information or clarification is necessary, the On-Site Manager or a member of the Board will notify the Requesting Party.

E. If the requested modification or accommodation requires an expenditure of funds, the On-Site Manager shall ascertain the probable expenditure. The On-Site Manager or the Board may put the Requesting Party on notice that the initial cost of a reasonable modification is the responsibility of the Requesting Party and may request plans and cost estimates for the modification from the Requesting Party.

F. The On-Site Manager is authorized to address all requests for modification or accommodation so long as the modification or accommodation is within existing Association policy and budget. If the proposed modification or accommodation is outside of established policy or budget, the request in the judgment of the On-Site Manager, shall be referred to the Board for consideration at the next regularly scheduled meeting of the Board. In the event of an emergency, the Association President may convene a special meeting of the Board of Directors to consider the request.

G. The On-Site Manager or the Board shall notify the Requesting Party of the decision. If a request for reasonable modification or accommodation is granted, the On-Site Manager and the Requesting Party shall work together to make the necessary arrangements for the implementation of the modification or accommodation.

H. In the event that the Board does not approve the request, in whole or in part, the Board, acting through the President or such other person designated by the President, will communicate with the Requesting Party to attempt to engage in an interactive process to seek resolution of the matter in any manner consistent with the purpose of this Resolution and applicable law. The following factors may warrant a denial of a modification or accommodation request:

- (1) The Requesting Party does not have a Disability or Handicap;
- (2) The requested modification or accommodation is not necessary for the use or enjoyment of the Property;

- (3) The requested modification or accommodation would impose undue financial or administrative burden on the Association, a determination of which shall consider the:
- (a) Cost of the requested modification or accommodation;
  - (b) Association financial resources;
  - (c) The wherewithal of the Requesting Party to pay for the initial modification;
  - (d) Benefits the modification or accommodation would provide to the Requesting Party and the community;
  - (e) Availability of less expensive or less burdensome alternatives that would meet the Requesting Party's needs; and
  - (f) The impact that the requested modification or accommodation would have on the existing structure or on the other residents of Market Street at Town Center Condominium.
- (4) The requested modification or accommodation would fundamentally alter the nature of Association operations.

I. In resolving any request for reasonable modification or accommodation, the Board encourages the Requesting Party, or someone on behalf of the Requesting Party, to meet with the On-Site Manager, or the Board if appropriate, to review the need for the reasonable modification or accommodation and potential alternatives.

J. Failure by a Requesting Party to comply with the provisions of this Resolution shall not be considered grounds for rejecting a request for reasonable modification or accommodation so long as a request has been made in such a manner that a reasonable person would understand it is a request for a modification or accommodation.

K. The Association will address any costs associated with the requested accommodation or modification on a case-by-case basis, in accordance with prevailing law.

**UNIT OWNERS ASSOCIATION OF  
MARKET STREET AT TOWN CENTER CONDOMINIUM**

RESOLUTIONS ACTION RECORDED

Resolution No. 12-16

Pertaining to: Reasonable Modification/Accommodation Policy

Duly adopted at a meeting of the Board of Directors held November 8, 2016

ATTEST: , Secretary      11-9-16  
Date

	Yes	No	Abstention
Betty McFarlane, President	✓		
Gillian Sescoc, Vice President	✓		
Katherine Abruzzino, Treasurer	✓		
Chris Burke, Secretary	✓		
Member at Large			

1 = Motion    2 = Second    A = Absent    \* Not present when vote was taken

**REQUEST FOR MODIFICATION / ACCOMMODATION VERIFICATION**

DATE \_\_\_\_\_

TO \_\_\_\_\_  
NAME OF CONDOMINIUM UNIT OWNERS ASSOCIATION

\_\_\_\_\_  
ADDRESS OF CONDOMINIUM UNIT OWNERS ASSOCIATION

FROM \_\_\_\_\_  
HEALTH CARE PROVIDER'S NAME

\_\_\_\_\_  
HEALTH CARE PROVIDER ADDRESS

**REQUEST FOR MODIFICATION OR ACCOMMODATION**

MEMBER'S NAME (Requesting Party) \_\_\_\_\_

ADDRESS \_\_\_\_\_

The Requesting Party is Disabled as defined below due to (state nature of medical condition/disability and the major life activity that is substantially limited; if the Disability is obvious or known, a brief statement of the major life activity affected is sufficient):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Requesting Party has requested the following modification to the Property and/or an accommodation to our rules, regulations, and services: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The requested modification/accommodation is requested to (explain how requested modification/accommodation will help with the Disability): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Under federal law, if an individual with disabilities requests a reasonable modification or accommodation to that disability, the Association must consider the request. To do this, the Association must verify that the individual qualifies as disabled under Virginia or federal law and requires the accommodation in order to have an equal opportunity to use and enjoy his/her home.

We would appreciate your cooperation in answering the questions on this form and returning it to the address listed above. Enclosed is a stamped, self-addressed envelope for this purpose. The member has consented to this release of information, as shown below.

**DEFINITION OF 'DISABLED'**

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes. Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic who poses a direct threat to property or safety because of alcohol use.

1. Is member named above disabled as defined above?  Yes  No

2. In your professional opinion, is the Requesting Party limited in his/her life activity as described above. (If the answer is No, is the Requesting Party's life activity limited some other way?) Explain.  Yes  No

3. If you answered "Yes" to question number 1, can the member's condition be otherwise treated to prevent any substantial limits in any of his/her major life activities?  Yes  No

NAME & TITLE OF PERSON SUPPLYING INFORMATION \_\_\_\_\_

FIRM/ORGANIZATION \_\_\_\_\_

Would you be willing to testify in any court action or related proceeding as to member's need for the requested accommodation?

Yes  No

HEALTH CARE PROVIDER'S SIGNATURE \_\_\_\_\_

MEDICAL LICENSE # (IF PHYSICIAN) \_\_\_\_\_ DATE \_\_\_\_\_

**RELEASE**

TO THE REQUESTING PARTY:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE COMMUNITY ASSOCIATION OR THE HEALTH CARE PROVIDER IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would require the community association named above to verify information that is up to five years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



UNIT OWNERS ASSOCIATION OF  
MARKET STREET AT TOWN CENTER CONDOMINIUM

SERVICE ANIMAL AND SUPPORT ANIMAL REGISTRATION

**I. Service or Support Animal**

Please check one: This is a request for a  service animal  support animal

**II. Service or Support Animal Description. *Please attach a photograph of the animal. Please complete the following information.***

- a. Name of Animal: \_\_\_\_\_
- b. Type of Animal (i.e, dog): \_\_\_\_\_
- c. Breed of Animal: \_\_\_\_\_
- d. Color of Animal: \_\_\_\_\_
- e. Age of Animal: \_\_\_\_\_
- f. Weight of Animal: \_\_\_\_\_
- g. Fairfax County License No.: \_\_\_\_\_
- h. Is animal current on all legally required vaccinations? (circle one) Yes / No. Please attach a certificate from the veterinarian who cares for the animal dated within 30 days of date of this Registration which includes all vaccination information.

**III. Contact Information for Surrogate Animal Caregiver in Case of Emergency.**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**IV. Service and Support Animal Rules and Regulations.**

*The Requesting Party must agree to and abide by the following:*

- a. Service/support animals at all times must wear a collar with I.D. tag and vaccination tags.
- b. Service/support animals must be in a carrier or on a leash at all times when outside of the unit and kept within the control of the Requesting Party.
- c. Requesting Party must keep unit and surrounding areas free of odors, waste, insect infestation and litter resulting from service/support animal.
- d. Aggressive or vicious animals are strictly prohibited.
- e. Requesting Party must keep common elements free of all pet waste and must clear all pet waste from common elements immediately.
- f. Incessant barking or offensive or disruptive noise by the service/support animal is prohibited.

**V. Association Facilities.**

Please identify areas in the community where you anticipate taking your service or support animal.

\_\_\_\_\_  
\_\_\_\_\_

**Agreement.**

- a. I agree to abide by the rules set forth in Section IV at all times.
- b. I shall be fully liable for any and all injuries, damages, causes of action, claims or obligations, over any consequential damages arising out of or related to my use of a service or support animal. I am solely responsible for any harm, including to any person or to the common elements, or any other property caused by my service or support animal.
- c. I hereby waive, hold harmless, indemnify, release and forever discharge the Association, the Association Board of Directors, members, residents, employees and agents of and from all manner of action and actions, causes and causes of action, suits, damages, claims or obligations, over any consequential damages arising out of, or related to, or resulting from my service or support animal's actions and behavior and use of Association facilities.
- d. I hereby represent that (i) my service or support animal is in good health, has not been ill with any communicable diseases or parasites in the last 30 days, and has not harmed or shown aggressive or threatening behavior towards any person or any other animal; (ii) my service or support animal has received and is up-to-date on all vaccinations as required by law; and (iii) that my service or support animal does not suffer from any condition and is not prone to any behavior which would in any way be dangerous to another person or animal.
- e. I am strictly responsible for the care and actions of my service or support animal.

**By signing below, I represent that the information provided is true and accurate to the best of my knowledge. I agree to the terms contained in the Service and Support Animal Registration.**

**WARNING: READ CAREFULLY. THIS REGISTRATION INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO BRING LEGAL ACTION AGAINST THE ASSOCIATION AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ THE AGREEMENT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THIS AGREEMENT.**

\_\_\_\_\_  
Name of Requesting Party

\_\_\_\_\_  
Address in Market Street at Town Center Condominium

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Office Phone

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#127289