

Greenwich Estates Condominiums Policy on Assistance Animals.

1. Greenwich Estates Condominiums is a “no dog” community, which remains in effect and must be enforced. Assistance animals, for persons with a disability, are allowed under the the Fair Housing Act, and may be permitted by making a request for a reasonable accommodation pursuant to this policy.
2. Assistance animals are not considered “pets” and are therefore not subject to pet deposits or additional pet fees, other than as described below.
3. There are two types of Assistance Animals (1) trained and certified service animals, as defined by law, and (2) other trained or untrained animals that do work, perform tasks, provide assistance or provide therapeutic emotional support for disabled residents.
4. Assistance animals must be registered with the GECA Board and the following documentation provided:
 - i. A photo of the animal
 - ii. An emergency contact who will take guardianship of the animal should the owner be incapacitated or otherwise unable to care for the animal.
 - iii. If the applicant’s disability is not readily observable, a Disability Accommodation Request signed by a licensed health care provider certifying that: (a) the resident is disabled as defined by the Fair Housing Act, (b) the healthcare provider has an ongoing professional relationship with the resident as a patient/client in connection with the applicant’s disability, (c) the provider’s professional opinion that the resident needs the Assistance Animal in order to have the same opportunity that a non-disabled individual would have to use and enjoy the applicant’s living quarters, (d) an explanation of the disability related need for and the assistance to be provided by the Assistance Animal, and (e) the health care provider’s license number, state or district licensure, and place of practice.
5. The owner of the assistance animal is responsible for complying with any state, local or other governmental regulations as may be applicable to their animal, including but not limited to licensing requirements or health and safety laws and must provide documentation that the animal is up to date on its rabies vaccination and/or any other vaccines that may be appropriate or required by law, as well as a copy of the animal’s dog license. Expired licenses will not be accepted. Updated documentation must be provided from time to time on an ongoing basis when required by the HOA.
6. The owner of the Assistance Animal is responsible for the care and maintenance of their animal. Assistance animals must be kept clean and under control at all times.
7. Assistance animals must be effectively and appropriately restrained in the common areas and under the control of the owner. Animals must be leashed when outside the unit and may not be tethered or tied to any structures in the common areas
8. The owner of the assistance animal is responsible for cleaning up after their animal at all times, in all areas of the community. The Assistance Animal must be trained to

- urinate outside their own unit only, so as not to damage any of the neighboring grassy common areas. Walking the dog on a leash around the common areas of the community is permitted, but solid animal waste must immediately be picked up and properly disposed of. Payment to repair any damage related to dog waste of any kind is the sole responsibility of the owner, or their designated representative, of the Assistance Animal.
9. Assistance Animals must not be left unattended on decks or in any common areas. Feeding and/or water dishes cannot be left on decks or in any common areas without the owner present at the same time.
 10. Owners of Assistance Animals must respect the concerns of other residents who may be fearful or uncomfortable around Assistance Animals. Assistance Animals must not pose a potential danger to other residents.
 11. Assistance Animals must not damage the common elements. The owner of the assistance animal is responsible for cost of repair or replacement of any damage caused by their Assistance Animal.
 12. Animal owners are responsible for animal noise, even when the Assistance Animal is unattended. The owner is responsible for any noise disturbance caused by their animal, including, but not limited to, excessive barking, whining, scratching, or aggressive behavior. Residents should communicate any noise complaints to the Assistance Animal's owner, who is expected to respond in good faith. If the matter is unable to be resolved informally, it may be referred to the GECA Board of Directors for further action.
 13. An owner who keeps an Assistance Animal is deemed to have indemnified and agreed to hold harmless all other residents of the Greenwich Estates Condominium community and its directors, officers, employees and agents, from and against any and all losses, claims, injuries, damages, liabilities, proceedings, penalties, actions and causes of action arising in connection with the presence of the Assistance Animal. Any cost to the Association of repairing any damage, or of any extraordinary cleaning, resulting from the presence of the Assistance Animal, must be paid by the owner.
 14. These rules apply to all owners of assistance animals, except to the extent that an owner is unable to comply due to their disability. In the event an owner of an assistance animal is unable to comply with one or more of these rules due to their disability then the Association will work with the owner as to a reasonable accommodation to these rules.
 15. In the event of any violations of these rules the GECA Board of Directors shall have the right to impose any fines and/or if appropriate, require the Assistance Animal to be permanently removed from the property, if such violation has not been satisfactorily corrected, or if the Assistance Animal poses a direct threat to the health and safety of GECA guests and residents. In addition, the Association may take any other action available to it under city and state laws, GECA by-laws and Rules, or under other applicable law, for any violation of these rules.