

**GREENBELT HOMES, INC.**

**ADMINISTRATIVE POLICY**

**REASONABLE ACCOMMODATION POLICY**

Adopted by the Board of Directors as of November, XX, 2020

Greenbelt Homes, Inc. (the "Corporation") has certain obligations under the Fair Housing laws of the United States and the State of Maryland. These obligations include providing reasonable accommodations in rules, policies, practices or services, and allowing for reasonable modifications to be made when such accommodations and modifications are necessary to afford a person with a disability equal opportunity to use and enjoy his or her [DKM1]dwelling units and the Corporation's property. The Board of Directors (the "Board") believes it to be in the best interest of the Corporation to create certain guidelines or procedures. These guidelines or procedures will ~~to~~ facilitate the process by which members and residents of the Corporation may request 1) modifications to the Corporation's property and dwelling units, or 2) accommodations in the rules, regulations, policies, or services provided by and through the Corporation to accommodate a disability, and These guidelines or procedures will also assist ~~for~~ the Board in ~~to~~ evaluating, responding to, and implementing member and residents ~~such a~~ requests. [DKM2]

The following policies and procedures are hereby adopted:

1. Purpose. This policy provides procedures for Corporation members, residents, prospective residents [DKM3] and other affected individuals who require such an accommodation or modification to initiate a request and for the Board to evaluate, respond, and implement appropriate action on the request.

2. Definitions. Unless otherwise provided by applicable law, the following definitions are applicable to this Policy:

A. Handicap [DKM4] or Disability. "Handicap" or "disability" means (1) a physical or mental impairment, which substantially limits one or more of such a person's major life activities, (2) a record of having such impairment, or (3) being regarded as having such an impairment, but such term does not include illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)). [DKM5]

B. Reasonable Accommodation. A "rReasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces ~~means changing a rule, policy, procedure or practice that is generally applicable to everyone so as to make its burden less onerous on the disabled individual.~~ It is impossible to determine in advance what, if any, reasonable accommodation is required for any particular situation, since whether an accommodation is "reasonable" is determined by an examination of the facts of the particular circumstances.

C. Reasonable Modification. "Reasonable modification" means a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom. It is impossible to determine in advance what, if any, reasonable modification is required for any particular situation, since whether a modification is "reasonable" is determined by an examination of the facts of the particular circumstances.

3. Requests for Reasonable Accommodations and/or Modification.

A. Place. All requests for reasonable accommodation and/or modification must be made in writing and delivered to the General Manager of the Corporation. The General Manager shall log all requests for modifications or accommodations, whether written or oral, made by a resident or prospective resident. [DKM6] The General Manager may put any oral requests in writing and ask the requesting party to initial or otherwise confirm the written request.

B. Contents. The request for a reasonable accommodation and/or modification must include the following:

1. Name of requesting party.
2. Contact address and phone number.
3. The nature of the disability and whether it is permanent or temporary; with supporting documentation, including a certification from a medical professional.
4. Describe the problem that the disability is causing under which rule, policy, practice, or service of the Corporation.
5. Describe the proposed remedy.
  - a. If the request pertains to parking, provide the following additional information: The desired location of the disabled parking space and verification of a Department of Motor Vehicle (DMV) issued disabled tag.

A request for reasonable accommodation and/or modification must include plans for the proposed accommodation/modification, along with the name of the contractor being proposed to complete the requested work and proof that the contractor is licensed and bonded.

The form attached as Exhibit A may be used by the requesting party to meet the requirements of# 3, 4, and/or 5.

4. Consideration of Requests:

A. The General Manager will acknowledge receipt of the request. The Board will review the request at its next scheduled meeting subsequent to receipt acknowledgement. If the need is urgent, the Board may convene a special meeting prior to the next scheduled meeting. A copy of the request may be forwarded to the Corporation's legal counsel. The requesting party or a designee is invited to attend the Board meeting at which the request will be discussed.



B. The General Manager will notify the requesting party ~~of as to~~ the Board's decision. If the request for reasonable accommodation and/or modification is granted, the General Manager will make necessary arrangements for the implementation of the request.

C. All costs associated with making reasonable accommodation and/or modifications are the responsibility of the requesting party. In addition, the requesting party is responsible for securing all permits associated with the work and must agree to indemnify and hold harmless the Corporation for any physical or structural damages incurred by any person while the work is being performed. Depending upon the location and nature of the reasonable accommodation and/or modification, an agreement may need to be reached regarding responsibility for maintenance of the requested accommodation and/or modification and charges associated therewith. Depending upon the accommodation and/or modification requested, the requesting party may need to agree to return the modified premises to its original condition upon transfer of the membership shares or vacation of the property by the requesting party at that party's expense.

D. In the event that the Board does not approve a reasonable accommodation and/or modification~~the~~ request in whole or in part, the Board, acting through the President or the President's designee, will communicate with the requesting party in an attempt to resolve the matter in some other manner than requested that still effects the purposes of the Fair Housing Act.

## EXHIBIT A

**See attached Disability Accommodation Information Request Form**

DISABILITY ACCOMMODATION INFORMATION REQUEST

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
HEALTH CARE PROVIDER'S NAME ADDRESS

FROM: Greenbelt Homes, Inc. ("Corporation")

Resident's Name

Address \_\_\_\_\_

The resident named above ("Resident") has asked the Corporation to provide an accommodation because of his/her disability as follows (description of requested accommodation): \_\_\_\_\_

Under federal law, If a disabled resident requests a reasonable accommodation because of his/her disability, we must consider the request. To do this, we must verify that the individual qualifies as disabled under federal law and that the requested accommodation is reasonable. You can assist us by answering the questions on this form and returning it to us in the stamped, self-addressed envelope enclosed for this purpose. The Resident's consent to this release of information is set forth below,

DEFINITION OF "DISABLED"

Under federal law, an individual is disabled if he/she [DKM7] 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, developmental disabilities, 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.

INFORMATION REQUESTED

- 1. Is the Resident disabled, as defined above? [ ] Yes [ ] No
2. In your professional opinion, is the requested accommodation necessary for the Resident to have the same opportunity that a non-disabled Individual would have to use and enjoy the Resident's living quarters? [ ] Yes [ ] No
3. If you answered "Yes" to question number 1, can the Resident's condition be otherwise treated to prevent substantial limits on any of his/her major life activities? If so, please describe treatment.

Name & Title of Person Supplying Information \_\_\_\_\_
Firm/Organization \_\_\_\_\_

Would you be willing to testify in any court action or other proceeding as to the Resident's need for the requested accommodation? [ ] Yes [ ] No

HEALTH CARE PROVIDER'S SIGNATURE

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

RELEASE

TO THE RESIDENT:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE CORPORATION 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 Corporation 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.

RESIDENT'S SIGNATURE

DATE

