

**TERRACE FALLS CONDOMINIUM OWNERS' ASSOCIATION**  
**Assistance Animal Guidelines**

**Terrace Falls has a “no-pets” policy. While this precludes Owners, Residents and others from bringing pets on-site, it does not prohibit the presence of medically needed “Assistance Animals” that have been approved by the Association’s Board of Directors. Such animals afford persons with handicaps or disabilities an equal opportunity to use and enjoy Units and Common Areas at Terrace Falls.**

**An “Assistance Animal” is an animal that works, provides assistance to or performs tasks for the benefit of a person with a handicap or disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s handicap or disability. Assistance Animals are not considered “pets.”**

**These Guidelines provide information about Assistance Animals and how to obtain Board approval for their presence on the Property. The Board’s goal is to protect the interests of individual Owners and the Association through creation and consistent application of these Guidelines.**

**A. REFERENCES TO ANIMALS IN OUR GOVERNING DOCUMENTS**

1. Item 4.12 of the Association’s Rules & Regulations says: “Residents cannot have any animal in their Units, or in the Common Areas and Facilities, unless the animal is an Assistance Animal approved by the Board, and all requirements of the Assistance Animal Guidelines are complied with.”

**B. PROCEDURE FOR REQUESTING APPROVAL FOR ASSISTANCE ANIMALS**

1. It is the responsibility of Owners and Residents who want to keep or bring, or permit others to bring, Assistance Animals on the Property to formally request and obtain Board approval before the animal enters onto the Property, except in the case of the unanticipated presence of an Assistance Animal as stated in paragraph B-4.
2. The Owner or Resident must submit a written request for permission to keep, bring, or permit others to bring an Assistance Animal on the Property, specifying:
  - a. Contact information for the Owner or Resident making the request;
  - b. The general nature of the handicap or disability for which the Assistance Animal is required;
  - c. The nature and extent of the permission being requested, including the date of the Assistance Animal’s intended entry onto the Property and the intended frequency and duration of the Assistance Animal’s presence at the Property;
  - d. A description of how having the Assistance Animal on the Property is necessary to provide an equal opportunity for the requesting party to use and enjoy Terrace Falls;
  - e. A description of the Assistance Animal, including type, breed, gender, size and color; and
  - f. That the animal is current in those vaccinations and inoculations required in Salt Lake County.
3. If the handicap or disability and the need for the “Assistance Animal” are 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.) or from another reasonably reliable party identifying the handicap or disability for which the Assistance Animal is required, and describing how the Assistance Animal’s presence on the Property is necessary to permit the requesting party an equal opportunity to use and enjoy Terrace Falls. The letter does not need

to disclose the patient's medical history or any details regarding the handicap or disability. The letter does, however, need to state substantially as follows:

- a. That the person is a patient of the health care or mental care professional providing the letter, or, if the person providing the letter is not a health care or mental care professional, specific reasons why the person providing the letter is reasonably reliable as to his or her representations;
  - b. That the patient's condition meets the definition of "handicap" or "disability" under applicable federal and state housing laws;
  - c. That the health care or mental care professional understands the patient's history and the functional limitations imposed by his or her handicap or disability;
  - d. That there is a relationship between the handicap or disability and the service, support, or assistance the Assistance Animal provides; and
  - e. That the health care or mental care professional has recommended or prescribed the Assistance Animal in order to ameliorate the effects of the handicap or disability and that the Assistance Animal is necessary to allow the patient an equal opportunity to use and enjoy housing in the Community.
4. If a Resident or Owner knows that his or her Invitee or Permittee wishes to bring an Assistance Animal onto the Property, the Resident or Owner must formally request and obtain approval from the Board prior to the Invitee's or Permittee's visit. If the Assistance Animal's presence was unanticipated, the Resident or Owner must formally request approval from the Board immediately upon the Invitee's or Permittee's arrival. Pending Board approval, the Assistance Animal may accompany the Invitee or Permittee directly to the Resident's Unit, but only after the Resident verifies that the Invitee or Permittee can supply any necessary documentation that the animal is in fact an Assistance Animal, the Resident verifies that the animal is current in those vaccinations and inoculations required in Salt Lake County, and the Resident commits to the Board that all of the provisions of these Guidelines concerning supervision and control of the Assistance Animal will be followed. The Assistance Animal is not permitted elsewhere on the Property until Board approval is obtained.
5. Any Resident or Owner who requests Board approval to keep an Assistance Animal on the Property on a long-term basis:
- a. must have registered/licensed the animal with Salt Lake County;
  - b. must maintain current vaccinations/inoculations for the animal;
  - c. must provide the Board with a copy of the animal's Salt Lake County registration/license and its vaccination/inoculation record; and
  - d. must ensure the Association receives updated registration/license and vaccination/inoculation records throughout the duration of the animal's stay.
6. If an animal no longer qualifies, or no longer appears to the Association to qualify, as an Assistance Animal for the person for whom the animal's presence on the Property was previously approved, or if an Assistance Animal is present at Terrace Falls for more than seven consecutive days without its Owner also present, the animal will not be permitted to remain at Terrace Falls unless appropriate information promptly is supplied re-establishing that the animal's presence at Terrace Falls is necessary to ameliorate the effects of a handicap or disability and to provide an equal opportunity to use and enjoy housing at Terrace Falls.

### **C. DETERMINATION AND APPROVAL OF ASSISTANCE ANIMALS**

The Association will make its determination regarding a request for permission to allow an Assistance Animal within ten business days of its receipt of a formal request, unless the

Association requires additional information in order to reach its determination. If additional information is required, the Association will tell the requestor what additional information is needed and give the requestor a reasonable opportunity to supply that information before the Board renders its decision.

#### **D. ANIMAL SUPERVISION**

The Unit Owner, the Resident and the Assistance Animal's owner are all responsible for ensuring that the animal is cared for and properly supervised. They must ensure that:

1. when the animal is in a Common Area, the animal will not be left unattended, will be on a leash or carried and will be under the direct control of its owner;
2. the animal will not be allowed to jump, snarl, or nip another person or animal;
3. the animal will not be allowed to bark or make any other loud noises continuously or incessantly for a period of 10 minutes or intermittently for an hour or more at any time of day or night;
4. the animal will not be allowed to scratch, chew on or otherwise cause damage to a Common Area, and if such damage occurs, the Assistance Animal's owner will immediately notify the Board;
5. feces from the animal will be promptly picked up, put in a tied plastic bag and placed in a garbage receptacle, and not disposed of under bushes, in other types of vegetation, or under snow;
6. during winter months, liquid waste from the animal will be covered with snow, so as to conceal discoloration, and during the rest of the year, liquid waste should not cause damage to grass or be allowed to strike the side of the building;
7. if animal waste ends up on the carpet, tile or any other surface inside the building, the Assistance Animal's owner will immediately notify the Board and will thoroughly remove the waste; and
8. if assistance is needed with cleanup of the animal's waste and sanitizing the area, or with repairing damage caused by the animal, this will be arranged by the Assistance Animal's owner, in coordination with the Board, and at the Assistance Animal's owner's expense and will not be a responsibility of the Association.

#### **E. OWNER LIABILITY AND INDEMNIFICATION**

The Unit Owner is liable for any damage, injury or nuisance caused by an animal that the Owner or the Owner's Family, Lessee or Invitee brings or permits to be brought onto the Property. The Unit Owner will be held accountable for the Owner's own violations of these Guidelines and/or the Association's Governing Documents as well as violations by the Owner's Family, Lessee and/or Invitee. Each Unit Owner who personally keeps or permits the presence of, or whose Family or Lessee keeps or permits the presence of, an Assistance Animal on the Property shall indemnify and hold all other Owners and the Association harmless against any claim, loss or liability of any kind or character whatsoever arising from or as a result of the Assistance Animal's presence on the Property.

#### **F. REMOVAL OF ASSISTANCE ANIMALS**

If an Assistance Animal is unruly or disruptive (aggressively jumping, nipping, barking, etc.), the Association, in compliance with law, may demand that the Assistance Animal's owner remove it from a Common Area. If the animal's inappropriate behavior continues, the Association may bar the animal from Common Areas until its owner has taken appropriate steps to mitigate the behavior. If the Assistance Animal's owner's response is ineffective, or if the Association reasonably believes the animal

poses a threat of physical harm or unreasonable disturbance to others, the Association may require the animal's removal from Terrace Falls.

**G. ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY**

I hereby acknowledge that I have received this document, have read it, and fully understand it. I agree to fully comply with all of its provisions, and if I am not the animal owner, I also accept responsibility for compliance by the animal owner whom I have invited or permitted on the premises.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Unit Number