

**Emotional Support and Service Animals Rules**

For the purpose of this policy, the term "service animal" refers to "service animals," "emotional support animals," and "assistive animals" as defined by the Americans with Disabilities Act and Fair Housing Act respectively. The Association currently has a no pet policy ("Animal Policy").

Except in the case of unforeseen emergency needs, a Request for an Exception to the Association Policy on Animal Approvals (Request) must be submitted four weeks prior to the date the animal is expected to be within the Association community, and the animal should not be in the community until the Request is approved. The approval of a Request for one animal is not transferable to another animal.

These procedures may be expedited for emergency needs, provided, however, that a Request cannot be considered until a properly completed Request has been submitted.

1. The Owner must prepare a Request which includes:

a. A cover letter detailing:

- i. the Owner's explanation of the need for the animal,
- ii. the type of animal,
- iii. a description of the animal, and
- iv. the animal's name.

1. Address the cover letter to the Manager. Currently, the manager is Matt Mendenhall of Welch Randall Real Estate. Send the request by mail at Donner Place HOA, c/o Welch Randall Property Management, 5300 S. Adams Ave. Pkwy., Suite #8, Ogden, UT 84405, or email [matt@welchrandall.com](mailto:matt@welchrandall.com).

b. The letter must also include:

- i. a letter from the disabled individual, verifying the Owner's disability, and
  1. in the case of tenant applications, or applicants of Owners other than the registered owner, a letter from the Owner, agreeing to abide by all conditions that may be applied to any approval;

c. If the disability is not readily apparent, or the Association has a reasonable basis to request medical verification of a disability, the tenant must provide verification of the disability.

d. If the Request is for an emotional support animal, the following additional information must also be included in the packet

- i. a letter from a licensed mental health professional (specialist) outlining:
  1. verification of the disability the animal is supporting,
  2. how the animal serves as an accommodation for the verified disability,
  3. how the need for the animal relates to the Owner or live-in family member's ability to use and enjoy the living arrangements available at Association,

4. a professional opinion that the condition qualifies as a disability under federal law, including the major life activity which is substantially limited by the disability, and
      5. any additional rationale or statement reasonably needed for the Board of Trustees to understand the basis for the professional opinion.
    - e. A signed letter from the Owner providing the contact information for each specialist submitting a letter of support and containing the Owner's permission for an Association representative to speak with the specialist about the information in their letter of support.
2. The Manager will receive and review the packet. The Manager may insist upon full and complete submissions prior to presenting the Request to the Donner Place Board of Trustees. Incomplete submissions will not be considered.
3. The Manager will review the Request for completeness and work with the Owner to obtain any additional materials.
4. The Manager or the Board of Trustees may contact the Owner or any of those providing information supporting the Request to follow-up on any questions of clarification.
5. The Manager or the Board of Trustees may communicate with other experts as needed to gather information necessary for the Board of Trustees to make an informed decision.
6. The Request (other than emergency requests) will be considered by the Board of Trustees at the first regularly scheduled Board of Trustees meeting following the submission of a fully completed Request. Emergency requests shall be considered as soon as practicable after the submission of a fully completed Request.
7. The Manager and/or the Board of Trustees will notify the Owner of its decision to accept or decline the request for exception.
8. If the Request is accepted, the Manager or the Board of Trustees will work with the Owner to review the guidelines for maintaining the community standards while the animal is in residence.
9. The decision of the Board of Trustees may be appealed, in writing, within 5 business days of the date on the decision letter. Written appeals must be submitted to the Manager via mail to Welch Randall at 5300 S. Adams Ave. Pkwy., Suite #8, Ogden, UT 84405, or email [matt@welchrandall.com](mailto:matt@welchrandall.com).
  - a. Appeals must state a specific and valid reason for reconsideration. Appeals may only be based on:
    - i. new information that was not available at the time of the initial review to support the animal as an accommodation,
    - ii. a procedural error that occurred which unfairly affected the decision in the Request, or
    - iii. a specific condition exists that provides just cause to reconsider the request,



such as a demonstrated bias against the Owner or the animal identified in the Request.

If the Request for an Exception to the Pet Policy is accepted, the Owner must enter into the following agreements and complete the following additional information regarding the animal:

Additional Documentation Required:

1. Animal Registration Form (to be maintained with the Unit file)
2. Up-to-date veterinary record certifying that the animal has all recommended vaccinations to maintain the animal's health and prevent contagious diseases (to be maintained with the Unit file)
3. Signed Guidelines for Maintaining a Service Animal within the Owner Community document (to be maintained with the Unit file).

## **Guidelines and Rules for Maintaining an Emotional Support or Service Animal Within Donner Place**

### **Introduction**

The following guidelines apply to all approved service animals and their owners (and the Owners of Units) who live in the Association community unless the nature of the documented disability of the owner precludes adherence to these guidelines.

### **Animal Behavior**

1. An Exception to the Animal Policy is granted for service animals provided that their behavior, noise, odor, and waste do not exceed reasonable standards for a well-behaved animal and that these factors do not create unreasonable disruptions for other Owners of the Association.
2. Dangerous, poisonous, and/or illegal animals are not permitted.
3. The approved service animal must be contained within the private Owner area at all times, except when transported outside the Building. When the service animal is taken from the private Owner area, it must be escorted from the Association community in the most direct and expedient manner possible and must be in an animal carrier or controlled leash (not to exceed 5 feet) or harness.

### **Animal Health and Well-Being**

1. All service animals must have all veterinarian recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is due at time of approval. The Board of Trustees reserves the right to request an updated verification at any time during the animal's residency.
2. If state or local licenses are required for the service animal, they must be obtained and kept current in compliance with the local jurisdiction (i.e. dog license) requirements. The Association Board of Trustees reserves the right to request proof of licensing at any time during the animal's residency.
3. All service animals, if taken outside the home, must wear identification tags with home address and, if applicable, vaccination information.

### **Animal Cleanliness**

1. Owners are responsible for properly and immediately containing and disposing of all animal fecal waste.
  - a. Indoor service animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces.



b. Outdoor service animal waste, such as dog feces, must be immediately retrieved by owner, placed in a plastic bag and securely tied before being disposed of in outside trashdumpsters.

c. Any service and/or support animal defecation shall take place as far away from the Buildings as is practical. All fecal matter must be disposed of immediately in properly seal bags.

d. Any odors associated with a service and/or emotional support animal that is detectable outside of a Unit shall be a violation of the House Rules.

e. Additional filtration may be required in a Unit as part of the accommodation of the service and/or emotional support animal.

### Owner Responsibilities

1. The owner must register their service animal with the Board of Trustees through completing and signing the Animal Registration Form and providing all necessary documentation.

2. The owner is responsible for assuring that the service animal does not interfere with the routine activities of the community or cause difficulties or any nuisance for those who reside there. Sensitivity to Owners with allergies and to those who fear animals is important to ensure the peace of the community.

2.1 Examples of nuisance behavior include but are not limited to the following: (1) personal injury (to humans or other animals) or property damage caused by unruly behavior, (2) any barking that is offensive to neighbors that is not immediately stopped, (3) any animal in common areas that is not leashed (or leashed inappropriately) or harnessed and not accompanied by a responsible human companion, (4) an animal who relieves itself in common areas, (5) an animal who exhibits aggressive or vicious behavior, or (5) animals who are conspicuously unclean or parasite infested.

3. The owner is solely financially responsible for the actions of the service animal including bodily injury or property damage including but not limited to any replacement of furniture, carpet, drapes, or wall covering, etc. The owner is expected to cover these costs upon repair and/or move- out.

4. The owner is responsible for any expenses that are required due to costs incurred for cleaning which is above and beyond a normal cleaning or for repairs to Association premises that are assessed after vacating the residence. Association shall have the right to impose fines, as appropriate, to resolve unmet obligations.

5. The owner must notify the Manager and/or the Board of Trustees in writing if the service animal is no longer needed as a service animal or is no longer in residence. To replace a service animal the owner must file a new Request for Exception.

6. The owner (and Unit Owner, where applicable) agree(s) to continue to abide by all other

Owner policies. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

7. The service animal shall be confined to a leash, not to exceed 5 feet, at all times while in the common areas.

8. The owner shall indemnify the Board of Trustees and the Association and hold it harmless against loss or liability of any kind arising from the service animal.

9. Any fines and/or citations levied against violators by Salt Lake City or County governmental authorities (such as Animal Control, Public Health, and Police Officers) shall be the sole responsibility of the animal owner and subject to all actions and penalties under the laws of the city, county, and/or state.

10. The owner shall be responsible for compliance with all Service Animal Policy Rules and Regulations, subject to fines, assessments and other penalties levied for violations as provided by the Condominium Ownership Act found in Title 57, Chapter 8 of Utah Code.

By my signature below, I verify that: (1) I have read, understand and will abide by the Guidelines outlined here, (2) I understand that I may be fined for any violation of the terms (including removal of the service animal) herein, and (3) I agree to provide the additional information required to complete my Request for an Exception to the Pet Policy.

\_\_\_\_\_  
Owner Signature

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

\_\_\_\_\_  
Animal Owner (if other than Unit Owner)

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

## Service Animal Registration Form

Owner's Name: \_\_\_\_\_

Disabled Owner's Name (if other than Owner): \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Owner's Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Animal's Name: \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Physical Description of Animal (include: height, weight, and breed):

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Alternate Caregiver for Animal If Owner is unavailable:

Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Please attach the Veterinarian's Verification that the animal has all Veterinary recommended vaccinations to maintain the animal's health and prevent contagious disease.