

The LegacyRidge

Condominium Association of Colorado Springs

EMOTIONAL SUPPORT ANIMAL POLICY

The Association complies with the Fair Housing Act in allowing its disabled residents to have emotional support animals that are approved as accommodations where those animals would otherwise violate the Association's other policies. This policy describes the procedures for how the Association will accommodate emotional support animal requests.

Procedure

Residents are allowed one animal under 30 lbs. If a resident has need for an animal over 30 lbs. due to a disability, that resident may request an accommodation. For a resident to bring an emotional support animal into any Unit where such animal would otherwise violate the Association's other policies, the resident must first contact the Association to request an accommodation no less than thirty (30) days prior to the animal's scheduled arrival in order to allow time to gather all necessary documentation. The Association will make an individualized assessment of any proposed emotional support animals. Animals may **not** be brought into any Unit prior to getting Association approval.

If the disability or disability-related need for the animal is not readily apparent or already known, the resident must provide the Association with the following information:

1. Sufficient and reliable information that will allow the Association to verify that the resident meets the Fair Housing Act's definition of disabled;
2. A description of the accommodation that the resident is requesting, if any;
3. An explanation showing the relationship between the resident's disability and the need for the accommodation that is requested, if any.

The Association will review the documents provided and determine whether they comply with the above requirements. To the extent the letter still leaves open questions as to the Association's duty to accommodate, the Association may request follow-up documentation from the resident.

When the Association receives sufficient information to establish the resident's right to an accommodation, the Association will permit the resident to live with and use assistance animal(s) in the resident's Unit and in all areas of the premises where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the Association.

In situations where the resident would otherwise qualify for an accommodation, the Association may deny the request where: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. (Breed, size, and weight limitations will not be applied to an assistance animal.)

The Association's determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others will be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct rather than on

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speculation or fear about the types of harm or damage an animal may cause, or on evidence about harm or damage that other animals have caused.

Responsibilities/Requirements

Residents who are permitted to have emotional support animals as reasonable accommodations must follow the following rules, just like owners of pets:

1. Attend to and be in full control of the animal at all times.
2. Keep the animal harnessed, leashed, tethered, or transported in an appropriate enclosure whenever it is outside of resident's Unit.
3. Independently remove or arrange for the removal of the animal's waste immediately in Common Areas and in a timely fashion in the unit premises.
4. Comply with local and state licensing laws for animal rights and owner responsibilities.
5. Be current on all immunizations and wear a rabies vaccination tag.
6. Pay for any damage to Common Areas caused by the animal.

Restrictions

1. The Association may prohibit the use of animals in certain locations due to health and safety restrictions or places where the animal might be in danger.
2. An accommodation for emotional support animals can be revoked and the animal may be required to be removed from the Unit if the animal:
 - a. Is allowed to run loose around the buildings or grounds after multiple violations.
 - b. Is chained or tethered outside any Unit or otherwise left unattended.
 - c. Is not harnessed, leashed, tethered, or enclosed and in control of the animal's owner or responsible person while outside the Unit. (Electronic training collars are not acceptable "leashes.")
 - d. Defecates on the walks, driveways, landscape areas, or elsewhere about the buildings and grounds of Legacy Ridge without being cleaned up after immediately after multiple violations.
 - e. Damages the grass, trees, shrubs, or any other portion of the Common Elements and refuses to pay for the damages.
 - f. Barks, howls, whines, or otherwise creates any obnoxious sound, odor, or disturbance and does not stop after multiple requests.

An individual seeking accommodation under this Policy, as well as any unit owner leasing the unit to such an individual, expressly acknowledges that representations made and documents submitted with regard to seeking such accommodation are true and correct statements of fact.



Christy Nickels (Apr 23, 2020)

President Legacy Ridge, COCS