

CHATEAU FORET HOA
ANIMAL RULES & REGULATIONS
Amended October 14, 2013

Chateau Foret is a no pet community, with the exception of those animals that were registered and grandfathered in 2009ⁱ and those approved service and assistance animals.ⁱⁱ

Unregistered and unauthorized animals will be given one courtesy warning notice to correct any violation of these Rules and Regulations. A copy of a sample warning notice is attached for reference. If the violation is not corrected or continues, the Owner of the Unit where the animal is housed will be subject to a fine of up to \$500.00 per month, per animal, violating this policy.

Tenants and any visitor to any Unit are subject to these Rules and Regulations regarding animals and the Unit Owner will be held responsible for the violations of the tenants and visitors at the Owner's Unit.

The following rules apply for animals allowed in any Unit and/or in the Common and Limited Common Areas of Chateau Foret.

All animals must be licensed with South Salt Lake Animal Control per Holladay City ordinance 8.04.10. Registration of cats is not required but highly recommended.

All animals must be attended to, controlled and on a leash at all times while in the Common and Limited Common Areas at Chateau Foret, including patios and porches.

No animal doors or inserts shall be installed or placed in any existing door (considered an exterior modification) and no animal houses or boxes may be kept outside of any Unit anywhere in the Common or Limited Common Areas at Chateau Foret.

No breeding of animals allowed, and no more than one Assistance Animal per person is allowed.

Residents who keep an approved animal within their Unit shall make all necessary efforts to ensure that the animal does not create a nuisance, objectionable odors, or unreasonable noises

Residents shall immediately and properly dispose of animal waste.

Owners shall assume full liability for all damage to persons or property resulting from the presence and actions of the animal at Chateau Foret and the Unit Owner shall be ultimately responsible for all costs to repair any damage the animal does or harm the animal causes.

Except for Service Animals, animals are not allowed in the pool area.

Animals may not relieve themselves within fifteen (15) feet of buildings, pool area or in the rose gardens located on the South side of the complex.

Animals who attack or bite anyone at Chateau Foret, causing serious bruising, breaking the skin or other serious injury, are subject to immediate removal, shall be immediately reported to the authorities and neither the resident nor the Owner of the Unit where the animal is kept shall be entitled to a courtesy warning. Any prior approval or accommodation made by the Board of Trustees for the animal shall be automatically and immediately revoked.

ⁱ Units placing animals on the registry in 2009 are only grandfathered for the particular pet owned and occupying the unit at that point in time. Animals acquired, by the same unit, after the date of registration do not fall under this exception.

ⁱⁱ Applications for designation and accommodation of service and assistance animals will need to be made to and approval obtained from the Board before the same will be allowed at Chateau Foret. Application forms are available upon request.

**CHATEAU FORET HOA
'NO PET' POLICY AND PROHIBITION
ADOPTED OCTOBER 14, 2013**

Chateau Foret is a 'no pet' community. Exceptions may be made, but only for Service and Assistance Animals which have been approved after application to the Chateau Foret Board of Trustees, and those pets that were registered as grandfathered in 2009 by decision of the then sitting Board of Trustees. Chateau Foret's CC&Rs, Section 10.16 state "No animals of any kind not already kept on the Land or within any Unit as of the date of this Amendment shall be raised, bred, or kept on the Land or within any Unit". Owners who allow unauthorized Service and Assistance Animals or unregistered pets will be given a courtesy notice to correct the violation. If a violation is not corrected within the time allowed in the notice, including the possible removal from the Unit of the Service or Assistance Animal or pet, the Unit Owner will be subject to a fine of UP TO \$500.00 for each month the violation remains uncorrected. Visitors and tenants of any Unit Owner are also subject to the same pet prohibition and policy and the Unit Owner will be held responsible for the violations of the visitors and tenants of the Owner's Unit who are found to be in violation of this policy or any of the Community Rules regarding this policy.

An Owner may make prior written application to the Chateau Foret HOA Board of Trustees for the approval and accommodation of an animal as a Service Animal or Assistance Animal, as the same is defined in and regulated by the Federal Americans with Disability Act and Fair Housing Act. The requirements and instructions for approval and accommodation are contained in the attached forms, each of which must be completed in full and submitted with all the requested additional information. No fee will be charged by Chateau Foret to make the application. Chateau will make reasonable accommodation for those residents who establish their legal disability and that, because of their disability, the animal is necessary to allow them equal opportunity to use and enjoy their Unit and/or common areas at Chateau Foret. Chateau Foret will not allow pets or animals to be kept as a matter of convenience or preference only and it has no legal obligation to do so. There may be other legal reasons for Chateau Foret to refuse approval and each application will be reviewed on a case by case basis according to the best judgment of Chateau Foret, its duty to all Owners at Chateau Foret and its intent to operate within the law.

Residents with Service or Assistance Animals or grandfathered pets shall, among other things: 1) keep their own animal on a leash at all times when the animal is in the Common Area or Limited Common Area at Chateau Foret; 2) immediately and properly dispose of their own animal's waste; 3) not allow their own animal to cause harm to any other resident or to the property of Chateau Foret or of anyone else at Chateau Foret; and, 4) shall not allow their own animal to become a nuisance such that the presence of the animal poses an undue financial and administrative burden on Chateau Foret and /or fundamentally alters the nature of the use by and the quiet enjoyment of the others at Chateau Foret . (For the complete set of governing rules, please see Chateau Foret HOA Pet Rules and Regulations, amended and adopted October 14, 2013)

CHATEAU FORET HOA
REQUEST FOR A SERVICE OR ASSISTANCE ANIMAL

Request is hereby made for reasonable accommodation by Chateau Foret Homeowners Association ("Chateau Foret"), acting through its Board of Trustees ("Board"), to allow a Service or Assistance Animal to reside with the undersigned and requesting Owner in the Owner's Unit or to reside with or accompany the Owner's guest, tenant or tenant's guest in the Owner's Unit.

Upon receipt of this request, together with the documentation listed below, the Board shall review this request and notify the undersigned Owner of its decision within ten (10) days after the Board's next regularly scheduled meeting. If the Board approves, it will also notify the Owner of the terms of the reasonable accommodation approved for the Service or Assistance Animal that is the subject of this request.

No fee is required to make this request and, if approved, no fee, deposit or additional insurance shall be required or assessed by Chateau Foret for the keeping of the Service or Assistance Animal by the Owner in the Owner's Unit. However, if approved, the undersigned Owner shall be responsible to ensure compliance with the terms of the accommodation approved and the rules and regulations otherwise governing Service and Assistance Animals at Chateau Foret. The Owner shall also be responsible to pay any fines assessed by Chateau Foret for non-compliance and for all damage or injury caused by the Service or Assistance Animal.

Please Check the Applicable Box:

- The animal I am requesting is a Service Animal. I acknowledge and declare that the person for whom the Service Animal is requested has a readily ascertainable disability (blind, deaf, physically impaired, etc.) or is otherwise disabled, as such term is defined in the Federal Americans with Disability Act or Fair Housing Act, and that the Service Animal that is the subject of this request has been specifically trained to do tasks that compensate for that person's disability.

- The animal I am requesting is an Assistance Animal. I acknowledge and declare that the person for whom the Assistance Animal is requested is disabled, as such term is defined in the Federal Americans with Disability Act or Fair Housing Act, and that the Assistance Animal that is the subject of this request has been prescribed to ameliorate one or more symptoms or effects of the person's disability.

Please Note that a person is considered to have a disability if the person has:

1. A physical or mental impairment which substantially limits one or more of such person's major life activities; and,
2. A record of having such an impairment, or being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance; and
3. The Assistance Animal may be necessary to afford an equal opportunity to use and enjoy the Owner's Unit at Chateau Foret.

Please provide the following additional documentation (forms attached):

1. **Animal Identification Form**
2. **Physicians Statement (if disability is not readily apparent)**
3. **Affidavit and Request for Service or Assistance Animal**

Requesting Owner's Name: _____

Owner's Unit Address: _____

Owner's Signature

Date

**CHATEAU FORET HOA
SERVICE OR ASSISTANCE ANIMAL IDENTIFICATION**

The Owner of a Unit at Chateau Foret Homeowners Association provides the following information at the request of and to assist the Board of Trustees at Chateau Foret in evaluating the Owner's request for a reasonable accommodation to keep a Service or Assistance Animal at the Owner's Unit.

1. Species: _____
2. Breed: _____
3. Size: Weight ____ lbs. Height ____ Length ____
(please also provide a picture)
4. Holladay City License No.: _____
5. Type of training, if any: _____
6. Vaccinations/shots/sterilization: (please attach proof/records from veterinarian)
7. Does the Animal have any history, complaints or reports to the authorities of any aggressive or threatening behavior or of biting? If so: please number separately and describe each such incident below and provide any written records associated with or generated by the same.

I declare, under penalty of perjury under federal and state law, that the information provided above is true and complete to the best of my knowledge.

Owner's Signature

Date

CHATEAU FORET HOA
MEDICAL REQUEST FOR A SERVICE AND ASSISTANCE ANIMAL

Name of person making request: _____

A request has been made to allow a Service or Assistance Animal to reside with the above named individual. Such a request has been made pursuant to the Fair Housing Act. In order to qualify for such an Animal exemption to the normal rules of the community, the person making the request must qualify as disabled, as defined, which is:

- (1) A physical or mental impairment which substantially limits one or more of such person's major life activities,
- (2) A record of having such an impairment, or
- (3) Being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.

Additionally, the Service and Assistance animal must assist the person in dealing with the disability.

Much like a prescription, this request is made because of the medical providers opinion that the Service and Assistance Animal may be necessary to afford the disabled person an equal opportunity to use and enjoy the leased premises. With this request and upon approval, the management of the premises may not charge pet rent or other fees normally charged to persons with pets. Service and Assistance Animals are not pets but animals that are determined by competent professionals to be an important and necessary part of treatment or assistance of a disability/handicap.

Medical Provider's Name: _____

Phone Number: _____

Expiration Date of this Request: _____

I certify that the above named person is disabled as defined above and that the animal described below is, in my medical opinion, necessary to afford an equal opportunity to use and enjoy the leased premises.

Animal Description: _____

Date

Medical Provider's Signature

**CHATEAU FORET HOA
AFFIDAVIT OF REQUEST AND AGREEMENT FOR SERVICE OR
ASSISTANCE ANIMAL**

The undersigned Owner hereby requests a reasonable accommodation to allow the Owner, or the Owner's guest, tenant or tenant's guest, to keep or have a Service or Assistance Animal in the Owner's Unit at Chateau Foret and hereby states and agrees to the following:

1. I have been provided and am aware of the definition of "disability" as set forth in the Federal Americans with Disability Act and Fair Housing Act, which, in summary, provides that a disabled is a physical or mental impairment which substantially limits one or more of a person's major life activities and the person has a record of having such an impairment or of being regarded as having such an impairment, but that such term does not include current, illegal use of or addiction to a controlled substance.
2. Pursuant to the definition above, I, or the person for whom the request for a Service or Assistance Animal is made, qualify and am or have been under the care of a licensed physician for my disability; or have been so diagnosed with a permanent disability to no longer require medical supervision.
3. The requested Assistance Animal will provide assistance with, and compensate for, my disability.
4. The anticipated length of the disability is _____.
5. The physician which diagnosed and/or treats the disability is _____, and he/she can be contacted at (801) _____ - _____.
6. I hereby request the Assistance Animal identified in this request be allowed in or at my Unit at the address listed below.
7. I understand that Chateau Foret is a "no pet" home owners association and certify that this request is not made to circumvent the prohibition against pets, but instead, this request is made because of a properly diagnosed and existing disability for which, as the case may be, the Service Animal requested has been trained or the Assistance Animal requested has been prescribed, as part of the ongoing treatment of or necessary accommodation of the disability.
8. The only animal that will be kept at my Unit is the animal identified in Animal Identification Form attached and submitted herewith. The identified Service or Assistance Animal will only be kept for the purpose set forth in the Medical Request Form attached and submitted herewith and for only as long as necessary to fulfill the purposes set forth.
9. I understand and agree that, as the Owner, I am responsible to ensure compliance with the terms of the accommodation approved and the rules and regulations otherwise governing Service and Assistance Animals at Chateau Foret and that I am responsible to pay any fines assessed by Chateau Foret for non-compliance and for all damages or injury caused by the Service or Assistance Animal that is the subject of this request. I also understand that I will not have to pay additional fees or deposits or carry additional insurance for the approved Service or Assistance Animal.

I declare under penalty of perjury under the laws of the United States of America and the State of Utah that the foregoing is true and correct.

Signature of Owner

Date

Owner's Name _____

Unit Address _____

Chateau Foret HOA
c/o M&M Management
3783 South 500 West, Suite 8
South Salt Lake, Utah 84115

Chateau Foret HOA

(Date)

(Owner's Name)
(Owner's Address)
Salt Lake City, UT 84117

UNAUTHORIZED PET AND ANIMAL VIOLATION WARNING NOTICE

RE: Unauthorized Pets on Premise: (Unit #)

Dear Owner:

It has been reported that there is/are _____ living in the Unit No.: _____. This is a violation of the Chateau Foret Home Owner's Association's CC&Rs and its Community Rules. Chateau Foret is a no pet community, with the exception of Service and Assistance Animals which have been approved after application to the Chateau Foret Board of Trustees and those pets which were grandfathered and registered in 2009. The animal(s) kept at Unit No.: _____ is/are in violation for one or more of the following reasons:

- ____ 1. The animal(s) is/are not approved Service or Assistance Animals. (\$500.00 and possible removal)
- ____ 2. The animal was not registered in 2009 as a "grandfathered pet." (\$500.00 and removal)
- ____ 3. The animal is an approved Service or Assistance Animal or a grandfathered pet but:
 - * ____ a. The animal has been reported as causing harm to other owners, residents or visitors at Chateau Foret; (\$500.00 and removal)
 - ____ b. The animal has been reported as being off leash and/or unattended when in the common areas and limited common areas at Chateau Foret; (\$100.00 for each incident not to exceed \$500.00 in a given month)
 - ____ c. The owner, or visitor or tenant of the owner, has failed to immediately and/or properly dispose of the animal's waste; (\$100 for each incident not to exceed \$500.00 in a given month)
 - ____ d. The animal is otherwise causing substantial physical damage to the property of Chateau Foret or of others at Chateau Foret; and/or (\$300.00 plus the cost to repair the damage and possible removal)
 - ____ e. The animal is otherwise causing a significant nuisance in that the presence of the animal poses an undue financial and administrative burden on Chateau Foret and /or fundamentally alters the nature of the use by and the quiet enjoyment of the others at Chateau Foret . (\$500.00 and removal)

CORRECTIVE ACTION: Fine of \$_____ and Animal must be immediately_____. You have ten (10) days to take the corrective action stated. If you fail to do so, including removal of the animal(s) from Unit No.: _____ if required, you will be subject to the fines set forth in this notice, and any additional fines associated with continuing violations, not to exceed \$500.00 per animal in any given month, for each month the violation(s) remain(s).

Your attention to this matter is greatly appreciated. If you have any questions regarding this matter or feel that you have received this warning in error, please contact us at 801-566-1411 or via e-mail at dave@mm-mngt.com

Sincerely,

Board of Trustees, Chateau Foret Homeowners Association

*Animals who attack or bite anyone at Chateau Foret, causing bruising, a break in the skin or other serious injury, shall be immediately reported to the authorities and the Owner of the Unit where the animal is kept shall not be entitled to a courtesy warning. Any prior accommodation made by the Board of Trustees for the animal shall be automatically and immediately revoked.

Information regarding Chateau Foret's no pet community and policy are provided in the attachments that follow.

Chateau Foret HOA
c/o M&M Management
3783 South 500 West, Suite 8
South Salt Lake, Utah 84115

Chateau Foret HOA

(Date)

(Owner's Name)
(Owner's Address)
Salt Lake City, UT 84117

NOTICE OF FINE AND PENALTY FOR UNAUTHORIZED PET AND ANIMAL VIOLATION

Dear Owner:

Despite the Warning Notice* you received by notice dated _____, it has been reported that there is/are _____ still living in your Unit No.: _____. You remain in violation of the Chateau Foret Home Owner's Association's CC&Rs and its Community Rules. The animal(s) kept at Unit No.: _____ remain in violation for one or more of the following reasons:

- ___ 1. The animal(s) is/are not approved Service or Assistance Animals. (\$500.00 and possible removal)
- ___ 2. The animal was not registered in 2009 as a "grandfathered pet." (\$500.00 and removal)
- ___ 3. The animal is an approved Service or Assistance Animal or a grandfathered pet but:
 - ** ___ a. The animal has been reported as causing harm to other owners, residents or visitors at Chateau Foret; (\$500.00 and removal)
 - ___ b. The animal has been reported as being off leash and/or unattended when in the common areas and limited common areas at Chateau Foret; (\$100.00 for each incident not to exceed \$500.00 in a given month)
 - ___ c. The owner, or visitor or tenant of the owner, has failed to immediately and/or properly dispose of the animal's waste; (\$100 for each incident not to exceed \$500.00 in a given month)
 - ___ d. The animal is otherwise causing substantial physical damage to the property of Chateau Foret or of others at Chateau Foret; and/or (\$300.00 plus the cost to repair the damage and possible removal)
 - ___ e. The animal is otherwise causing a significant nuisance in that the presence of the animal poses an undue financial and administrative burden on Chateau Foret and /or fundamentally alters the nature of the use by and the quiet enjoyment of the others at Chateau Foret. (\$500.00 and removal)

For your failure to take the corrective action that was set forth in the Warning Notice referred to above, you must now pay a fine in the total amount of \$ _____, and are subject to continuing monthly fines, not to exceed \$500.00 per animal per month for each month you remain in violation. Please pay the amount of this fine within ten (10) calendar days and take immediate action to correct the violation(s) stated in the Warning Notice in order to avoid further fines and penalties.

If you have any questions regarding this Notice of Fine and Penalty, please contact us at 801-566-1411 or via e-mail at dave@mm-mngt.com

Sincerely,

Board of Trustees, Chateau Foret Homeowners Association

*A copy of the Warning Notice is attached for your reference

**Animals who attack or bite anyone at Chateau Foret, causing bruising, a break in the skin or other serious injury, shall be immediately reported to the authorities and the Owner of the Unit where the animal is kept shall not be entitled to a courtesy warning. Any prior accommodation made by the Board of Trustees for the animal shall be automatically and immediately revoked.