

**Posada Del Rio HOA**

1957 Mesquite Ave, Lake Havasu City, AZ, 86403

**Confidential Application for An Assistance Animal**

Print all Information

Attach photo of requested animal here

Name of Disabled Occupant \_\_\_\_\_

Date of Application \_\_\_\_\_

Condo Unit # \_\_\_\_\_

Telephone # \_\_\_\_\_

E-mail \_\_\_\_\_

The CC&R'S Article X1, section 2, Animals, page 32 prohibits all animals. Assistance animals are permitted only if the animal is required to assist a person with a disability.

To apply for permission to keep an assistance animal in your condo you must answer the following questions and provide the requested information:

**1. Animal's Information:**

Animal's Name \_\_\_\_\_ Type/Breed \_\_\_\_\_  
Age \_\_\_\_\_  
License or I.D# \_\_\_\_\_

**2. Animal's References:**

Has the animal been spayed/neutered? Yes \_\_\_ No \_\_\_  
Has the animal been vaccinated Yes \_\_\_ No \_\_\_  
List vaccinations received (with dates)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Veterinarian: \_\_\_\_\_

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

Telephone # \_\_\_\_\_

E-mail \_\_\_\_\_

**3. Do you have Liability Insurance: ( check one) Yes \_\_\_ No \_\_\_**

Agency: \_\_\_\_\_ Agent: \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

E-mail: \_\_\_\_\_

**4. Acknowledgement:** I have read and understand the above questions and the information I have provided in response to the questions, and I hereby affirm that the information is true and correct to the best of my knowledge.

Signature of Applicant \_\_\_\_\_

Unit # \_\_\_\_\_

Date \_\_\_\_\_

**Confidential Disability Certificate Letter**

**To:** Posada Del Rio HOA

Located at 1957 Mesquite Ave Lake Havasu City, AZ 86403

Mailing address: Association office C/O Amy Telnes

2563 N. Kiowa Blvd.

Lake Havasu City, AZ, 86404

Name of Person Verifying the Disability: \_\_\_\_\_

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

Patient's Name: \_\_\_\_\_

I hereby declare, under penalty of perjury, that the following statements are true and correct to the best of my knowledge:

1. a. I am the Patient's treating Physician.
- b. I am not the treating physician but I am qualified to verify the Patient's disability because:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. I am aware of the following facts: patient is the occupant/owner of the unit at Posada Del Rio condominium. **The governing documents for Posada Del Rio prohibits animals on the property.**

Patient has requested permission from the Board of Directors of Posada Del Rio to have an animal to assist him/her with him/her disability. This form will assist the Board in evaluating the patient's request for an exemption or waiver of the Rules, Regulations or policies of the Association.

3. What type of animal and breed is requested as a reasonable accommodation? \_\_\_\_\_  
\_\_\_\_\_
4. I hereby certify based upon a reasonable medical probability that the animal, described in Paragraph 3, above is necessary to assist the Patient.

If this is a request for an emotional support animal, please explain how the companionship of the animal will improve the patient's ability to function.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that this information is solely for the individual use of the above-named Association, that it will be kept confidential and will be provided only to authorized representatives of the above-named Association. I also understand that those representatives may contact me periodically to verify and revalidate that the information is still correct, to confirm that the requested accommodation is still necessary, and to determine whether the Patient's disability had been cured.

5. **I understand that, if dispute arises concerning these issues, I may be called upon to testify concerning my professional opinions stated in this declaration.**

I declare that under penalty of perjury under the laws of the State of Arizona that the foregoing statements are true.

Executed on \_\_\_\_\_, 20\_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**Please feel free to attach another page to supplement any responses above.**

## Posada Del Rio Animal Policy

Posada Del Rio is a “no pet” property. Many residents have moved into this community with the expectation that there **would be no animals**. You were granted an exemption from the “no pet” policy because of your disability. **The law does not require, however, that we tolerate animals that cause a direct threat to the health or safety of other residents of our community.** Accordingly, should the Board determine that your assistance animal is a direct threat to other residents or their property, you will be given an opportunity to correct the problem. Your animal must be removed if you are unable to correct the problem.

**Please be advised that a number of residents at Posada Del Rio suffer from pet allergies.**

We ask you to help minimize the risk of allergies to other residents, by doing the following:

- Keep your animal free from ticks, flees and other pests;
- Keep your animal free from pungent or offensive odors; maintain your animal’s coat.
- To the maximum extent possible keep the animal away from all common areas and limited common areas, including the clubhouse, balcony, swimming pool area, and Barbeque area.

All animals approved for a disabled resident by the Board must be registered with the Association, by: a) listing the animal and its name on the registration form under “Names of Person(s) Occupying the condo; b) completing a separate form to register the animal; and c) signing an acknowledgement that the animal owner has received and read this animal policy and will take full responsibility for the animal. All Animals must, be licensed and have identification tags. The Board may require a veterinarian’s certificate confirming that the animal has all the necessary vaccinations and has been spayed or neutered.

Animals **must be kept in the condo** and will only be allowed in the common areas of the complex when in transit to and from the condo. While in the common areas, all animals must be on a short leash, in a cage or transporter, or carried by someone who can control the animal. No animal shall be permitted to be tied or chained in the limited or common areas.

The owner of any animal causing damage to the common areas and limited common areas will be given a warning and the animal owner must pay to repair or restore any damages. **The animal must be removed from the property if the animal causes any subsequent damages to the common areas.**

The owner of any animal which threatens another person will be given a warning.

**If a subsequent incident occurs, the animal must be permanently removed from the complex. Any animal which bites any person at the complex must be immediately removed.**

Since the animal owner will be responsible for any actions of the animal which causes injuries to persons or damage to property, the animal owner must have a liability policy. The policy must cover any loss, damage or injury caused by the animal, and the animal owner must indemnify, hold harmless and defend the Association from any liability, damages, judgements, or expenses (including attorney's fees), incurred or resulting from the actions of the animal.

The owner of the animal which causes excessive noise for an unreasonable period of time or when the owner is not present will be given a warning. If a subsequent incident occurs, the animal must be permanently removed from the complex.

**If the disabled occupant is not present for 7 days or more the animal must be removed.**

No animal shall be permitted to remain unattended on any outside area of the complex. No animal shall be left in the condo unattended for an unreasonable amount of time. The Association's employees, Board of Directors and agents may enter the animal's owner condo if there is a reasonable cause to believe an emergency situation exists with respect to the animal. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the animal to be put out for board, any all cost will be the sole responsibility of the animal owner.

No animal shall be permitted to create an unsanitary condition, including fleas or ticks, infestations, either in the animal owner's condo or on the limited and common elements. The animal owner must pick up and dispose of animal waste in a sanitary manner and ensure that any animal waste is securely wrapped. If the owner fails to do so and the Association's employee must act, the animal owner will be billed for the employee's time. If fumigation for flea or tick infestations becomes necessary because of an animal, the animal owner will be billed for the cost of fumigation.

Signature of Animal Owner \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_ Unit # \_\_\_\_\_

**Posada Del Rio HOA**

2563 N. Kiowa Blvd.

Lake Havasu City, AZ 86404

**Registration Form For An Assistance Animal**

Names of Persons occupying unit:

\_\_\_\_\_  
\_\_\_\_\_

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

Breed: \_\_\_\_\_

Liscence #: \_\_\_\_\_

Owner of Animal: \_\_\_\_\_

**I have read, filled out, acknowledge and signed forms for:**

1. Assistance animal request
2. Confidential Disability Certificate letter
3. Posada Del Rio Animal Policy

Signature of animal owner \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_ Unit # \_\_\_\_\_

Phone # \_\_\_\_\_

E-mail \_\_\_\_\_

