



HORIZON TOWERS CONDOMINIUM ASSOCIATION

POLICY #G: SERVICE AND ASSISTANCE ANIMALS

BE IT RESOLVED, the Association hereby adopts the following procedures to be followed for enforcing policies, rules, and regulations in compliance with the Fair Housing Act (FHA), HUD guidance, Colorado law and HTCA's governing documents, while preserving the Association's animal-free status except where accommodation is legally required as adopted at a regular meeting of the Board of Directors.

Purpose: To adopt a Policy setting forth procedures and standards for evaluating and managing requests for service animals and assistance (emotional support) animals.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing service and assistance (emotional support) animals:

This policy applies to:

- Owners.
- Tenants and occupants.
- Prospective owners or tenants requesting accommodation.
- Visitors in common areas (behavioral and control requirements only).

2. Governing Principles

- Horizon Towers remains an animal-free community under its governing documents.
- Service animals and assistance animals are not pets under federal or state law.
- Reasonable accommodation will be provided when necessary to afford equal housing opportunity.
- All requests are evaluated individually and do not create precedent.

3. Legal Framework (Summary)

- Fair Housing Act (42 U.S.C. §§ 3601–3619).
- HUD Notice FHEO-2020-01 (Assistance Animals).
- Americans with Disabilities Act (ADA) concepts referenced only for guidance; ADA does not generally govern private residential housing.

4. Definitions

Service Animal: A dog trained to perform specific work or tasks for a person with a disability.

Assistance (Emotional Support) Animal: An animal that provides support alleviating symptoms or effects of a disability under the FHA.



Reasonable Accommodation: A modification or exception to rules necessary to afford equal use and enjoyment of a dwelling.

5. Request and Review Process

1. Initiation: A request begins when a person states an animal is needed because of a disability.
2. Interactive Process: HTCA will engage promptly and in good faith.
3. Permissible Verification (when not obvious): Confirmation of a disability and disability-related need for the animal, without disclosure of diagnosis.
4. Prohibited Inquiries: No medical records, diagnoses, registrations, certifications, or animal ID requirements.
5. Determining Service-Animal Status Form is Completed for service animals.
6. For assistance (emotional support) animals, a doctor's note is required confirming a need for an assistance animal.

6. Decision Standards

An accommodation may be denied or revoked only if reliable, objective evidence shows the animal poses a direct threat to health or safety that cannot be mitigated or would cause substantial physical damage that cannot be reasonably reduced.

7. Conditions of Approval

- Approval is personal to the approved resident and specific animal.
- Approval terminates if the resident no longer resides at Horizon Towers, the animal is no longer required, or a different animal is substituted without approval.

Behavioral and Control Requirements

- (a) The animal must be housebroken.
- (b) When outside the resident's unit or within any common area, the animal must remain under the resident's control at all times using a leash or harness.
- (c) Except in cases of immediate necessity, the animal shall generally use the Association's designated relief area, which is the landscaped area north of the P2 driveway, between the driveway and Horizon Drive.
- (d) The resident must immediately clean up and properly dispose of all animal waste, including waste deposited within the designated relief area.
- (e) The animal must not create ongoing excessive noise, odor, or disturbance after written notice and reasonable opportunity to correct. Failure to correct this violation may result in a fine.

8. Fees, Deposits, and Liability

- No pet fees, pet rent, or pet deposits may be charged.
- Residents remain responsible for damage or injury caused by the animal.



9. Enforcement

Violations will be addressed through the Association’s standard enforcement process, including notice and opportunity to cure, consistent with CCIOA.

10. No Precedent

Approval of any accommodation does not waive the animal-free policy or establish precedent.

Amendments. This policy may be amended or updated by the HTCA Board of Directors as needed to ensure its effectiveness, compliance, and governing documents, or to accommodate changes in technology or legal requirements. Notice of any changes will be provided to homeowners in a timely manner.

PRESIDENT’S CERTIFICATION: The undersigned, being the President of the HTCA, a Colorado nonprofit corporation, certified that the foregoing Policy #G was introduced for the first reading at a fully called and held meeting of the Board on January 26, 2026, and approved and adopted by the Board at the Board meeting on _____, 2026.

Signature on File
President

02-17-2026
Date

Signature on File
Vice President

02-17-2026
Date



DETERMINING SERVICE-ANIMAL STATUS

When a resident requests recognition of a service animal, the HTCA may request the following information:

- 1. Is the animal a dog? (circle one) Yes / No

If no, the animal is not a service animal under the ADA but may qualify as another assistance Animal under the Fair Housing Act.

- 2. Is it readily apparent that the dog is trained to do work or perform work tasks for the benefit of an individual with a disability? (circle one) Yes / No

If yes, no further inquiry is necessary or appropriate. Examples include: guiding an individual who is blind or has low vision; pulling a wheelchair; or providing stability or balance to a person with an observable mobility disability.

If not readily apparent, inquiries are limited to the following two questions:

- a. Is the animal required because of a disability? (circle one) Yes / No
- b. What work or task has the animal been trained to perform? _____

_____.

The HTCA will not request medical records, proof of training, or details concerning the nature of the extent of any disability.

The resident responses to the above questions constitute material representation under the proposed Lease/Ownership. Providing false or misleading information may be deemed a breach of the Lease/Ownership terms regarding accuracy of information supplied to the Landlord or HTCA.

Acknowledgment:

This request if approved will be incorporated by reference into Lease/Ownership for Unit _____.

Resident: _____ Date: _____

Printed Name: _____

Approval by: _____ Date: _____

Printed Name: _____

