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**UNITED STATES DISTRICT COURT
DISTRICT OF UTAH
CENTRAL DIVISION**

UNITED STATES OF AMERICA,
Plaintiff,

v.

FOX POINT AT REDSTONE
ASSOCIATION, INC., PROPERTY
MANAGEMENT SYSTEMS, INC., and
DEREK PETERSON,

Defendants.

No. 2:11-cv-01069

CONSENT DECREE

I. INTRODUCTION

1. This action was filed by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601- 3631. The United States filed this action on November 21, 2011 on behalf of Thomas Burton pursuant to 42 U.S.C. § 3612(o).

2. The United States' Complaint alleges that Defendants, the homeowners' association and the managers of Fox Point at Redstone ("Fox Point"), a residential complex in Park City, Utah, denied Thomas Burton, a former Fox Point resident and a person with a psychiatric disability, the reasonable accommodation of an emotional support animal, and levied fees, fines, and liability insurance requirements as a condition or consequence of Mr. Burton's emotional support animal. The United States further alleges that, as a result of these actions, Mr. Burton's lease was not renewed and he moved out of Fox Point.

3. Defendants do not admit liability under the Fair Housing Act.

4. The parties agree that, to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings or a trial. This Consent Decree resolves the United States' claims in its Complaint against all Defendants named herein.

II. GENERAL INJUNCTION

5. Defendants, their agents, employees, and all other persons in active concert or participation with them, are hereby enjoined from:

- a. Otherwise making unavailable or denying a dwelling at Fox Point to any person because of disability, in violation of 42 U.S.C. § 3604(f)(1); and
- b. Refusing to make reasonable accommodations in rules, policies, practices, or services at Fox Point, when such accommodations may be necessary to afford

a person with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

III. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS

6. In processing requests for assistance animals at Fox Point, Defendants shall not require residents (including renters, owners and members of their households) to pay any fee, deposit, or other charge as a condition of keeping the animal, including but not limited to Defendants' pet registration fee, nor shall Defendants require residents to purchase insurance of any type as a condition of keeping the animal.

7. In processing requests for assistance animals at Fox Point that ameliorate the effects of a mental or emotional disability, Defendants shall not require that the animal have been trained or have a certification of its efficacy. Defendants may, however, condition the accommodation upon receipt of a statement from a licensed health professional indicating: a) that the resident has a mental or emotional disability; and b) that the designated animal would ameliorate the effects of the disability.

8. In processing requests for assistance animals at Fox Point, Defendants shall take reasonable measures to protect the confidentiality of any information or documentation disclosed to Defendants concerning a resident's disability in connection with a request to keep an assistance animal, including:

- a. Limiting access to such information to certain designated individuals, including a designated member of the Fox Point at Redstone Association's Board of Directors, who may discuss such information verbally with other Association Board members only to the extent necessary to provide a recommendation concerning the request for an assistance animal;

- b. Requiring that any person with access to such information not disclose or discuss such information with any other person, except when: a) the resident making the request has provided the express written permission for the person to disclose such information; b) the person to whom the information is being disclosed is designated under the policy to receive such information; and c) as otherwise required by law; and
- c. Requiring that any written documentation of a resident's disability be maintained in a locked or secure area to which only designated persons, as referenced above, have access, and that, except as otherwise provided in this Consent Decree, the original and any copies of the documentation be returned to the resident or destroyed once the resident ceases to live at Fox Point.

9. No later than thirty (30) days after the date of entry of this Consent Decree, Defendants shall, consistent with Paragraphs 6-8, above, adopt and implement the reasonable accommodation policy contained in Attachment A. This policy shall supersede all existing policies, procedures and resolutions concerning or affecting approval of reasonable accommodations at Fox Point, including but not limited to approval of assistance animals.

10. No later than ten (10) days after adoption of the policy referenced in Paragraph 9, supra, Defendants shall notify in writing each resident of Fox Point of the adoption and implementation of this policy. Notice shall be sent via first-class mail, postage prepaid, to each owner and each tenant residing at the property.

11. No later than ten (10) days after adoption of the policy referenced in Paragraph 9, supra, Defendants shall post this policy, or a link to this policy, on the home page of the website

of the Fox Point at Redstone Association, <http://foxpointatredstone.com>, and/or such other Internet domain address that serves as the Association's official website.

12. No later than ten (10) days after adoption of the policy referenced in Paragraph 9, supra, Defendants shall apprise each of their employees, agents, and any other persons responsible for the management of Fox Point, as well as each officer or member of the Board of Directors of the Fox Point at Redstone Association, Inc., of such persons' obligations under this Consent Decree, including but not limited to Paragraph 9 of this Decree, and under the Fair Housing Act, 42 U.S.C. §§ 3601-3631. Defendants shall furnish each such officer, director, employee, agent, or other person with a copy of this Consent Decree. Each officer, director, member employee, agent, or other person covered by this paragraph shall sign a statement in the form of Attachment B acknowledging that he or she has received, read and understood this Consent Decree, and declaring that he or she will perform his or her duties in accordance with this Consent Decree and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

13. New Board members, officers, directors, agents or employees who have responsibility related to the management of Fox Point shall (a) be apprised of the contents of this Consent Decree, including but not limited to Paragraph 9 of this Consent Decree, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment or agency commences; (b) be provided copies of this Consent Decree and the policy required by paragraph 9 of this Decree; and (c) execute the statement contained in Attachment A no later than five (5) days following their first day of employment.

IV. MANDATORY EDUCATION AND TRAINING

14. Within sixty (60) days of the entry of this Consent Decree, any of Defendants' employees, agents, and any other persons responsible for the management of Fox Point, as well

as each officer or member of the Board of Directors of the Fox Point at Redstone Association, Inc., shall attend, at Defendants' expense, a training program regarding the disability discrimination provisions of the Fair Housing Act. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendants or their employees, agents, or counsel.

15. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed.

V. REPORTING AND RECORD-KEEPING

16. Defendants shall, within 15 days of their occurrence, notify and provide documentation to the United States¹ of the following events:

- a. The adoption and implementation of the amendments or clarifications to the policy referenced in Paragraph 8, supra, to be documented by a complete statement of the rules and regulations governing Fox Point;
- b. The written notification to Fox Point residents required in Paragraph 9, supra;
- c. Executed copies of Attachment B;
- d. The training attended pursuant to Section IV, including a certification executed by the trainer(s) confirming attendance;

¹ For purposes of this Consent Decree, documents to be sent to the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ No. 175-77-391, U.S. Department of Justice, 950 Pennsylvania Avenue NW – G Street, Washington, DC 20530, or as otherwise directed by the United States or its counsel. If transmission by facsimile is required, the following number should be used: (202) 514-1116. If transmission by electronic mail is required, the following email address should be used: HCE.Compliance@usdoj.gov, or as otherwise directed by the United States or its counsel.

- e. Any change to Defendants' rules or practices affecting the keeping of assistance animals by Fox Point residents;
- f. Any denial by Defendants, or any of them, of a request by a Fox Point resident or prospective resident to keep an assistance animal, including the resident's name, address, and telephone number, and the details of the request and reason(s) for its denial; and
- g. Any written or oral complaint against Defendants, or any of them, regarding discrimination on the basis of disability, including a copy of the written complaint itself or a written summary of an oral complaint and the name, address, and telephone number of the complainant. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.

17. Defendants shall submit annually on the anniversary date of the entry of this Consent Decree a written report that includes the following information:

- a. The information contained in Paragraph 16, supra, if not yet reported; and
- b. For every request made to keep an animal pursuant to the policy referenced in Paragraph 9, supra, during the preceding year:
 - i. The name and unit number of the person making the request;
 - ii. The date of the request;
 - iii. The type or kind of animal requested and the type of disability the animal is requested to treat;
 - iv. All documents provided to Defendants in support of this request; and
 - v. The disposition of the request.

18. For the duration of this Consent Decree, Defendants shall preserve all records relating to the following:

- a. Complaints against them or their agents or employees of discrimination in housing at Fox Point on the basis of disability; and
- b. Defendants' receipt and processing of requests for reasonable accommodation of assistance animals by Fox Point residents.

19. During the effective period of this Decree, representatives of the United States shall be permitted, upon providing reasonable notice to Defendants, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Decree.

VI. MONETARY DAMAGES

20. No later than ten (10) days after the date of entry of this Consent Decree, Defendants shall pay the sum of TWENTY THOUSAND DOLLARS (\$20,000) in monetary damages to Thomas Burton by delivering a check in that amount, payable to Thomas Burton, to counsel for the United States.

21. As a prerequisite to receiving such payment, Thomas Burton shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that he or she may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment C. Counsel for the United States shall deliver the original release form to counsel for Defendants.

VII. JURISDICTION, DURATION, MODIFICATION AND REMEDIES

22. The parties stipulate, and the Court finds, that this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. § 3612(o). This Consent Decree is effective immediately upon its entry by the Court.

23. This Court shall retain jurisdiction over this action and the parties thereto for the duration of this Decree for the purpose of enforcing and modifying its terms. This Decree shall be in effect for a period of five (5) years from its effective date. The United States may move the Court to extend the period in which this Decree is in effect if any Defendant violates one or more terms of the Decree or the interests of justice so require to effectuate the rights and obligations of this Decree.

24. Any time limits for performance imposed by this Decree may be extended by mutual written agreement of the parties.


25. Each party shall notify the other party of any dispute or difference regarding interpretation and compliance with this Decree, whether willful or otherwise, and shall attempt to resolve such dispute informally. However, in the event of a failure by Defendants, or any of them, to perform in a timely manner any act required by this Consent Decree or otherwise to act in conformance with any provision thereof, Plaintiff may move this Court to impose any remedy authorized by law or equity, including but not limited to an order requiring performance of such act or deeming such act to have been performed, as well as an award of damages, costs and reasonable attorney's fees which may have been occasioned by the violation or failure to perform.

26. All parties shall be responsible for their own attorney's fees and costs, except as otherwise provided in this Decree.

IT IS SO ORDERED.

Dated this 27th day of February, 2012.

BY THE COURT:



THE HONORABLE TED STEWART
UNITED STATES DISTRICT JUDGE

FOR PLAINTIFF UNITED STATES OF AMERICA:

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FOX POINT AT REDSTONE
ASSOCIATION, INC.

By: _____

Its: _____

PROPERTY MANAGEMENT SYSTEMS,
INC.

By: _____

Its: _____

DEREK PETERSON

ATTACHMENT A

REASONABLE ACCOMMODATION POLICY

**FOX POINT AT REDSTONE ASSOCIATION (THE “ASSOCIATION”)
ASSISTANCE ANIMAL POLICY
ADOPTED BY THE ASSOCIATION ON _____, 2012**

OVERVIEW

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities.² The Association is committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at Fox Point Condominiums. The Association recognizes the importance of Assistance Animals and is dedicated to ensuring that Fox Point residents with Assistance Animals – whether owners or renters – may keep them in their units.

Reasonable accommodations may include waiving or varying Association rules or policies to allow a disabled resident to keep a service, assistance, support or therapy animal (an “Assistance Animal”). An Assistance Animal is an animal that works, provides assistance, performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. The most common Assistance Animals are dogs, although other animals may qualify as Assistance Animals. Assistance Animals are not pets under the Association’s policies, and Assistance Animals will be governed by this policy and not by the Association’s pet policies.

The Association will not deny a request to keep an Assistance Animal solely because the animal has not received formal training. Some Assistance Animals, known as “service animals”, are trained by professionals, their owners, or someone else to work or perform tasks for individuals with disabilities. Other Assistance Animals, however, do not require any special training. The relevant question is whether the animal performs the assistance or provides the benefit needed by the person with a disability to afford that person an equal opportunity to enjoy living at Fox Point.

If an individual requests that the Association accommodate an Assistance Animal, the Association will not ask about the nature or extent of the person’s disability. Many times, both the disability and the assistance provided by the Assistance Animal is obvious – for example, a dog guiding an individual who is blind or has low vision, pulling a person’s wheelchair, or

² Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who is regarded as having such an impairment, or a person with a record of such an impairment. Physical or mental impairments include, but are not limited to, orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, intellectual disabilities, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. The term “substantially limits” suggests that the limitation is significant to a large degree. The term “major life activity” means those activities that are of central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, and speaking.

providing assistance with stability to a person with a mobility disability. If this is the case, no further inquiry will be made and the Association will grant the reasonable accommodation.

If it is not readily apparent that an animal is trained to aid an individual with a disability, then before granting a request for an accommodation, the Association will need to make further inquiries and obtain further documentation before granting the request. The Association will ask if the animal is required because of a disability, and may ask what work or tasks the animal has been trained to perform. We will not, however, require documentation that an animal is trained or certified or licensed as a service animal.

If the disability and the need for an Assistance Animal are not readily apparent, the Association will require a statement from a health or social service professional, such as a doctor, physician's assistant, psychologist, or clinical social worker containing the information detailed on Exhibit A. We will not ask for information about the disability or the symptoms or effects of the disability that will be alleviated by the Assistance Animal.

In no case will a person requesting an accommodation for an Assistance Animal be charged any fee, deposit, or other charge for making the request or for keeping the Assistance Animal, nor will the person be required to obtain an insurance policy for keeping the Assistance Animal. Since individuals with disabilities are entitled to keep and use Assistance Animals, it is the Association's policy to make the process of obtaining approval to keep an Assistance Animal as minimally burdensome as possible.

In processing requests for Assistance Animals, the Association shall take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

It is the responsibility of a Unit Owner or a disabled person who is a resident, tenant, or guest of the Unit Owner to inform the Association as to the need for an Assistance Animal for the Unit Owner or a resident, tenant, or guest of the Unit Owner's Unit, following the procedures set forth in Exhibit A attached hereto.

To request accommodation of an Assistance Animal, the person making the request should use the form attached to this policy as Exhibit B, or obtain a request form from the Association's management company ("Property Management") by email or postal mail at the following addresses:

Fox Point at Redstone Association, c/o Property Management Systems
262 East 3900 South, Suite 200, Salt Lake City, UT 84107
435-615-6509 or 801-262-3900 foxpoint@pmsystems.net

If you require assistance in completing the form, Property Management will assist you or will fill out a form based on an oral request. The Association is using the form to record reasonable accommodation requests so that we obtain only the information necessary to make a reasonable accommodation decision and do not obtain confidential information that we do not need to make a reasonable accommodation decision.

If the disability and the need for an Assistance Animal are not readily apparent, the request form will need to be accompanied by the statement described in Section 2 of Exhibit A attached to

this policy. To ensure the safety of all Fox Point residents and compliance with local laws, all requests will need to be accompanied by the documentation described in Section 3 of Exhibit A.

Once a completed request is received, Property Management will provide a response within ten days. The person making the request should allow adequate time for obtaining additional information that may be requested to complete the review process. Prior to denying a request, the Association will attempt to engage in an interactive process with the person making the request in which the parties discuss possible alternative accommodations that might effectively meet the person's disability-related needs. The Association recognizes that a person with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If a request is denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street SW
Washington, DC 20410
(800) 669-9777

<https://www5.hud.gov/Hud903/main/pagHUD903Form.jsp>

Assistance Animals will be required to comply with the same reasonable behavior rules as are required for pets. The Association also can require Assistance Animals to be licensed, if required by the applicable governmental authority and if the Association requires licensing of animals kept as pets. A Unit Owner and the Unit Owner's tenant can be held liable for any damage actually caused by an Assistance Animal registered for such Unit Owner's Unit. Additionally, a Unit Owner and the Unit Owner's tenant can be fined by the Association for nuisances caused by an Assistance Animal as outlined in the Association's governing documents, rules and regulations.

If an Assistance Animal is unruly or disruptive (aggressively jumping, nipping, biting, excessive barking, etc.), fair housing laws allow the Association to require the owner of the Assistance Animal to remove the animal from a Common Area or Limited Common Area. If the animal's inappropriate behavior continues, the Association may require that the resident not bring the animal into a Common Area or Limited Common Area until steps have been taken to mitigate the objectionable behavior (such as refresher training). If mitigation is not undertaken or is not effective to stop the objectionable behavior, or if the Association reasonably believes the Assistance Animal to pose a threat of physical harm to any other resident of or visitor to Fox Point, the Association may require that the animal be removed from Fox Point.

EXHIBIT A

Procedure for Requesting Accommodation of an Assistance Animal at Fox Point

1. **Formal Request** - The Unit Owner must provide a letter requesting the accommodation of an Assistance Animal and describing the type of animal being requested. If the Unit Owner is the disabled person to be assisted by the Assistance Animal and he or she does not want to put this request in writing, then he or she can call Property Management to make the request by phone and describe the Assistance Animal. However, the written documentation required below will still be required.
2. **Documentation Establishing Need for Assistance Animal** - If the disability and the need for an Assistance Animal is not readily apparent, the request to the Association must include a letter from a health care or mental care professional (a medical doctor, psychologist, licensed therapist, etc.) who has diagnosed the disability and prescribed the Assistance Animal in order to ameliorate the effects of the disability. This letter does not need to disclose any of the patient's medical history or any details regarding the disability. However, it does need to state substantially as follows:
 - that the patient is a patient of the health care or mental care professional providing the letter;
 - that the patient's condition meets the definition of "disability" in the Fair Housing Act, the Americans with Disability Act, or the Rehabilitation Act of 1973;
 - that the health care or mental care professional understands the patient's history and the functional limitations imposed by his or her disability;
 - that there is a relationship between the disability and the service, support, or assistance the Assistance Animal provides; and
 - that the health care or mental care professional has prescribed the Assistance Animal in order to ameliorate the effects of the disability and that the Assistance Animal is necessary to allow the patient an equal opportunity to use and enjoy housing in Fox Point.
3. **County Registration and Vaccinations/Inoculations** – The Unit Owner making the request must send Property Management a current copy of the Assistance Animal's Summit County registration or license and a veterinary record showing that the Assistance Animal's vaccinations and inoculations are current. Required vaccinations for dogs shall include a vaccination for rabies and any other vaccinations required by Summit County. The Unit Owner will be responsible to ensure that Property Management receives updated Summit County registration or license and vaccination/inoculation records throughout the duration of the Assistance Animal's stay.
4. **Animal Supervision** – The Unit Owner and the owner of the Assistance Animal, if different from the Unit Owner, are responsible for ensuring that the Assistance Animal is cared for and supervised. The owner of the the Assistance Animal shall retain full control of the Assistance Animal at all times and ensure that the Assistance Animal is well behaved, is not disruptive to other people, and does not cause damage to a Common Area or Limited Common Area in the Condominium Project. If the owner of the Assistance Animal does not comply with these requirements, then the Unit Owner will be responsible for fines assessed by the Association and other consequences, including the potential removal of the Assistance Animal as detailed in item 7 below. Any fines or assessments for actual damages will constitute a lien against the Unit Owner's Unit to the extent provided in the

governing documents of the Association. The responsibility of the Unit Owner and the owner of the Assistance Animal includes ensuring that:

- when the Assistance Animal is in a Common Area or Limited Common Area, the Assistance Animal will not be left unattended, and will be on a leash or in a carrier, and under the direct control of its owner;
- the Assistance Animal will not be allowed to jump, snarl, or nip another person or animal;
- the Assistance Animal will not be allowed to bark continuously or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of another person at any time of day or night;
- feces from the Assistance Animal will be promptly picked up and taken back to the Owner's Unit or properly disposed of in a garbage receptacle, and not disposed of under bushes, in other types of vegetation, or under snow, and failure to properly dispose of animal feces may result in a fine pursuant to the Association's governing documents, rules and regulations;
- during winter months, liquid waste from the Assistance Animal will be covered with snow, so as to conceal discoloration, and during the rest of the year, liquid waste should not cause damage to grass or be placed on the side of a building;
- if assistance is needed with cleanup of the Assistance Animal's waste, this will be arranged for by the owner of the Assistance Animal at such owners' expense and will not be a responsibility of the Association or Property Management.

5. **Insurance** – The Association does not require any specific insurance as a condition to allowing an Assistance Animal at Fox Point. However, each Unit Owner in the Association is required to maintain a homeowner's insurance policy and, to the extent allowed under the Utah Condominium Ownership Act, is responsible for covering the Association's deductible for any casualty loss occurring within their Unit or that otherwise damages their Unit, regardless of fault. Additionally, each Unit Owner is instructed to obtain adequate homeowner's insurance for their personal property and liability exposure. Unit Owners are advised to review options for ensuring adequate coverage to protect against the actions of any tenant or guest, including any damage done by an Assistance Animal owned by such tenant or guest. Although a Unit Owner can require all tenants to have a renter's insurance policy, a Unit Owner cannot require that a tenant carry a specific policy as a condition to having an Assistance Animal in a Unit. A Unit Owner also can decide to add as tenant as a co-insured under the Unit Owner's homeowner's policy. The Association encourages all Unit Owners to contact a competent insurance agent who is familiar with condominium insurance (including recent changes to the insurance provisions of the Utah Condominium Ownership Act) and make sure that their homeowner's policies cover the Association's deductible amount and adequately address their liability risks and other exposures.

6. **Rental Agreements** - Unit Owners will be held accountable for all violations by their tenants and guests of the provisions of the Association's governing documents, including the Association's rules and regulations (collectively, "Rules") and are required to address any such violation. All lease and rental agreements affecting any Unit in Fox Point must be in writing and must require compliance with all Rules, including, if applicable, all rules pertaining to Assistance Animals.

7. **Removal of an Assistance Animal** - If an Assistance Animal is unruly or disruptive (aggressively jumping, nipping, barking, etc.), the Association may require that the owner of the Assistance Animal remove the animal from a Common Area or Limited Common Area. If the animal's inappropriate behavior continues after notice from the Association to the owner, the Association may require that the owner not bring the animal into a Common Area or Limited Common Area until steps have been taken to mitigate the behavior (such as refresher training). If mitigation is not undertaken or if it is not effective to stop the objectionable behavior, or if the Association reasonably believes the Assistance Animal to pose a threat of physical harm to any other resident of or visitor to Fox Point, the Association may require that the animal be removed from Fox Point.

Summary

In summary, the Association wants all Unit Owners to know that the Association embraces the Federal Fair Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for persons who have disabilities, including providing reasonable accommodation for an Assistance Animal. The Association and its Property Management understand that there are individuals with disabilities who may benefit from having an Assistance Animal in Fox Point. We welcome qualified Assistance Animals to our community and hope that these animals will enhance the quality of life for people with disabilities who live in Fox Point. The Association understands that Assistance Animals are not pets and, therefore, will not enforce a pet fee or require the same insurance requirements that are applicable to Unit Owners who have pets in Fox Point.

The Association and its Property Management will require that a person with an Assistance Animal follow the rules noted above and will enforce those rules to the extent allowed under applicable laws. If a Unit Owner or a guest or tenant of a Unit Owner has questions or concerns about the Association reasonably accommodating a request for an Assistance Animal, please email these questions and concerns to Property Management at foxpoint@pmsystems.net and Property Management will review the questions with the Association's Board of Trustees to determine if there is an additional measure that should be taken to ensure reasonable accommodation of a particular person with an Assistance Animal. The Association cannot grant requests from people without disabilities, who are not Unit Owners, to have animals in Fox Points that are not Assistance Animals.

EXHIBIT B

FORM TO REQUEST AN ASSISTANCE ANIMAL

If you or a member of your household or someone associated with you has a disability and you feel that there is a need for an Assistance Animal as a reasonable accommodation for the person with a disability to use and enjoy a dwelling unit or a common area at Fox Point Condominiums, please complete this form and return it to Property Management Systems, Inc. Please check all items that apply and answer all questions. We will answer this request in writing within 10 days. If you require assistance in completing this form, please call Property Management Systems, Inc. for assistance in completing this form or to make an oral request for a reasonable accommodation.

Name:

Today's date: _____

The person who has a disability requiring a reasonable accommodation is (please check one):

Me A person associated or living with me

Name of person with disability: _____

Phone#: _____

Address:

I am requesting accommodation of an assistance animal so that a person with a disability can have an equal opportunity to use and enjoy the premises.

Designate the species, e.g., "dog," "cat," "bird": _____

If the request is to keep an animal that is trained to perform work or do tasks for an individual with a disability:

Is the animal required because of a disability? Yes No

State at least one task or type of work that the animal has been trained to perform:

—

OR

If the request is to keep an animal that is not trained to perform work or do tasks for an individual with a disability, provide a statement from a health or social service professional containing substantially the following statements:

- that the patient is a patient of the health care or mental care professional providing the letter;

- that the patient’s condition meets the definition of “disability” in the Fair Housing Act, the Americans with Disability Act, or the Rehabilitation Act of 1973 (please do not provide any information regarding the nature or extent of the disability);
- that the health care or mental care professional understands the patient’s history and the functional limitations imposed by his or her disability;
- that there is a relationship between the disability and the service, support, or assistance the Assistance Animal provides; and
- that the health care or mental care professional has prescribed the Assistance Animal in order to ameliorate the effects of the disability and that the Assistance Animal is necessary to allow the patient an equal opportunity to use and enjoy housing in Fox Point.

A form which can be provided to a health or social service professional will be provided to you by Property Management Systems, Inc. upon request.

Signature of person making request Date

TO BE COMPLETED BY PROPERTY MANAGEMENT SYSTEMS, INC.:

Form accepted by: _____

Date _____

Signature

ATTACHMENT B

CERTIFICATION OF RECEIPT OF CONSENT DECREE

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the District of Utah in United States v. Fox Point at Redstone Assn, Inc., et al., No. 2:11-cv-01069 (D. Utah). I further certify that I have read and understand the Decree, that any questions I had concerning the Order were answered, and that I understand that the Defendants may be sanctioned or penalized if I violate this Decree.

(Signature)

(Printed Name)

(Title)

(Date)

ATTACHMENT C

RELEASE

In consideration for the parties' agreement to the terms of the Consent Decree entered in United States v. Fox Point at Redstone Assn, Inc., et al., No. 2:11-cv-01069 (D. Utah), and Defendants' payment to me of \$20,000, pursuant to the Consent Decree, I hereby agree, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I may have against Defendants and their agents, employees, officers, heirs, executors, spouses, administrators, successors, assigns or owners, including but not limited to Fox Point at Redstone Association, Inc., Property Management Systems, Inc., and Derek Peterson.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this action.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

THOMAS BURTON

Date