

**ASSOCIATION OF APARTMENT OWNERS OF MAUI PARKSHORE**  
**ASSISTANCE DOMESTIC ANIMAL POLICY**

The Association of Apartment Owners of Maui Parkshore ("Association") values all of its members, including members with assistance animals.

The Association desires to comply with Hawaii law and Maui County ordinances in the regulation of animals at the property, as well as the Association's governing documents, in order to provide enjoyment of property for all owners. The Association further seeks to comply with the federal Fair Housing Act and Hawaii Revised Statutes Chapter 515 in accommodating disabled persons as more particularly described in Addendum 1 to this Policy.

The Board of Directors of the Association (the "Board") has resolved that rules and regulations governing assistance animals are necessary to facilitate compliance with the Association's standards. The Board has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

This Assistance Domestic Animal Policy is issued and enforceable by the Board acting pursuant to the Hawaii Revised Statutes, Chapters 514A and 514B, as amended, and the Declaration of Horizontal Property Regime of Maui Parkshore, the By-Laws of Association of Apartment Owners of Maui Parkshore, as amended and restated, and the House Rules, as amended.

The following Assistance Domestic Animal Policy, which applies to all Owners, and Owners' visitors, guests and tenants at Maui Parkshore, is as follows:

**Rules and Regulations - Assistance Domestic Animals**

1. Maui Parkshore prohibits pets. A person with a disability can request the use of an assistance domestic animal as a reasonable accommodation for consideration by the Board.
2. Assistance animals upon which disabled owners, occupants, tenants or guests depend for assistance shall be permitted to be kept by such persons in units, provided that: (1) the specific assistance animal in question does not pose 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 does not cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
3. Except in an emergency, all Owners are required to receive written Board approval before bringing an assistance animal to the property and/or allowing a tenant or visitor to bring an assistance animal to the property. Requests for assistance animals shall be submitted at least thirty (30) days prior to bringing the animal to the property. Requests for assistance animals shall include the unit number, Owner of the unit, length of occupancy (if a tenant or guest), a copy of the animal's license (if required by law), a copy of the animal's vaccinations, and information about the animal, including the name, breed, type and description of the animal. Upon receipt of the request, the managing agent will request the Owner and animal owner to complete an Application for Accommodation/Modification, which is attached hereto as Addendum 2.

4. Should the disability and/or disability related need not be readily apparent, the managing agent may further request the Owner and animal owner to cause to be completed the Reasonable Accommodation/Modification Verification Form, which is attached hereto as Addendum 3. The Owner shall complete and return to the managing agent the Accommodation Form and any other documentation requested for the Board's review.

5. Failure to submit the request for an assistance animal, to submit the requested documentation or to obtain prior written Board approval constitutes a violation of this Policy & will result in fines and payment of any Association legal fees incurred in collection of such fines. The assistance animal will also need to be removed from the property until the documentation is provided and approved.

6. All assistance animals must be in compliance with Hawaii statutes and Maui County Code regarding vaccinations, licensing and leashing. In accordance with Maui County Code Section 6.04.020:

a. No person shall own, keep, or harbor any dog over four months of age within the County unless such dog is licensed.

b. Application for a license must be made within thirty days after obtaining a dog over four months of age. Application for a dog license shall be made to the licensing authority. Applicants shall present picture identification and provide the licensing authority with the name, breed, color, age and sex of the dog. If any dog is certified as a guide, signal, or service dog, such certification shall be indicated. Applicants also shall present a veterinarian's certificate certifying that the dog has been neutered and pay the prescribed licensing fee.

c. The license tag must be attached to the collar of the dog and worn at all times.

The managing agent may, from time to time, request additional documentation showing that the assistance animal has been treated with a flea, tick or other parasite preventer, and such documentation shall be provided by the animal owner to the managing agent.

7. Assistance animals must not be allowed to roam unattended in the public and/or common areas.

8. Assistance animals shall be under the control of its handler by use of a harness, leash or lead of not more than six feet in length held by, or tied to, a responsible handler at all times, tether, cage or other physical control, or other effective means.

9. Assistance animals shall use the sidewalks or paved areas when moving around the property.

10. Animals cannot be washed in the unit's shower, bathtubs, or in common area shower areas.

11. Assistance animals may not urinate or defecate on the Association property, common areas, and lanais/patios. If an animal urinates or defecates on the Association property, such litter must immediately be cleaned up and discarded. Litter must be placed in tied plastic bags, disposed of in the dumpster, and may not be disposed of in toilets.

12. Assistance animals are not permitted anywhere on property that would raise a health or sanitary problem for other residents, guests or owners.

13. If the animal is diseased or deceased it must be immediately removed from the property and treated properly.

14. Assistance animals should not be left alone for more than nine (9) hours. When the Association management has reasonable cause to believe that an assistance animal is alone in an apartment and either the assistance animal is creating a disturbance or any other emergency situation appears to exist with respect to that assistance animal, management will attempt to contact the Owner/Tenant to remedy the situation. If the management is unable to contact the Owner/Tenant within a reasonable period, management may enter the apartment and make any necessary arrangements for the assistance animal's care, including removal of the assistance animal to a local animal shelter. Owner/Tenant is responsible for any cost incurred by the Association.

15. Assistance animal owners are responsible for ensuring that their assistance animal does not disturb or annoy other occupants. No assistance animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of this section include:

- a. Personal injury or property damage caused by unruly or aggressive behavior;
- b. Assistance animals that exhibit vicious behavior;
- c. Assistance animals that make noise continuously and/or incessantly, disturbing any person at any time of day or night;
- d. Assistance animals that make disturbing noises during quiet hours from 10:00 p.m. to 8:00 a.m.;
- e. Assistance animals that bark and/or respond aggressively to persons on property and/or neighbors;
- f. Roaming and unattended assistance animals and/or animals that are not under the complete physical control of the animal controller;
- g. Assistance animals urinating or defecating in common areas and on Owners/Tenants lanais or patios and this not being cleared immediately;
- h. Assistance animals that are conspicuously unclean or parasite infected; and
- i. Strong odors emanating from the unit due to failure to maintain sanitary conditions and/or clean urine or feces (e.g., failing to regularly cleaning out cat boxes).

16. The Association assumes no liability for events/incidents relating to assistance animal(s) behavior.

17. The assistance animal owner shall be liable for any damage or injury whatsoever caused by assistance animal(s) and shall pay the damaged and/or injured party immediately, upon demand, for any and all costs incurred by the damaged and/or injured party as a result of damage or injury caused by assistance animal(s). The assistance animal owner further agrees to indemnify, hold harmless, and defend the Association and the Association's agents, directors and representatives against all liability, judgments, expense (including costs and attorneys' fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by assistance animal(s).

### **Enforcement**

1. Any Owner, Tenant, Guest or managing agent observing or experiencing a violation of any of these rules of this Policy is strongly encouraged to discuss the violation in a neighborly fashion with the assistance animal owner in an effort to secure voluntary compliance. In addition to, or alternatively, Owners/Tenants may submit a complaint to the Managing Agent to report a violation, which will be forwarded to the Board for review.

The Board will review the complaint. If the Board is in agreement with such complaint, the assistance animal owner and/or unit Owner will receive written notice of the violation and a request for immediate compliance of this Policy.

If there is not full compliance with the Policy within three calendar (3) days upon receipt of the written notice of the violation, the Association shall institute a fine of One Hundred Dollars (\$100.00) to the unit Owner. Receipt of notices shall be considered two (2) days after mailing the notice, the Association shall provide notice by regular mail and certified mail to the owner's address on record and may also provide notice via e-mail, express mail or by posting the notice on the door.

2. If there is no compliance within two calendar (2) days of the receipt of the written notice, the unit Owner shall be fined Two Hundred Fifty Dollars (\$250.00) for the violation. If there is no compliance after six (6) calendar days after receipt of the notice, the unit Owner shall be fined an additional Five Hundred Dollar (\$500.00) fine. If there is no compliance after ten (10) calendar days after receipt of the notice, the unit Owner shall be fined an additional One Hundred Dollars (\$100.00) fine each day until the violation is cured.

3. If there is no compliance within thirty (30) days of the receipt of the written notice, the Board, in its discretion, may demand immediate and permanent removal of the assistance animal.

4. Three (3) violation notices for separate violations of the rules of this Policy will result in an automatic fine of Five Hundred Dollars (\$500.00) and tenant eviction (if applicable). Five (5) violation notices for separate violations of the rules of this Policy will result in an automatic fine of One Thousand Dollars (\$1,000.00), and the Board may remove the animal from the property and has discretion to determine whether such removal is permanent.

5. Notwithstanding any other provision herein, if an assistance animal causes injury to any persons or property damage in the common areas of the premises, or the assistance animal's unreasonable disturbances cannot be remedied, the Board may require immediate and permanent removal of the assistance animal. In addition, the Association has the right to request mandatory muzzles be used whenever the animal is in common areas.

6. Any Owner/Tenant receiving a House Rules violation or fine may appeal the violation/fine in writing via email, fax or letter to the Managing Agent within ten (10) days of the violation. The managing agent will immediately give the appeal letter to the Board for their review and judgment. A final judgment letter will be issued to the appealing Owner/Tenant within ten (10) days of Board receipt.

7. In addition to these remedies, the Board is authorized to pursue any other legal remedy available to the Association enforce these rules in this Policy, including but not limited to seeking fines, penalties, special assessments against the unit Owner and/or tenant, injunctive

relief and eviction of any uncooperative tenant. The Association will impose upon the unit owner and/or violating person all legal fees and costs incurred with the collection of any fine and enforcement of this Policy.

IN WITNESS WHEREOF, the undersigned directors have executed this revised Policy the 14 day of MARCH in the year 2014.

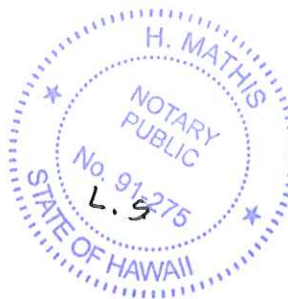
**ASSOCIATION OF APARTMENT OWNERS OF MAUI  
PARKSHORE**

a Hawaii nonprofit corporation

By: *[Signature]*

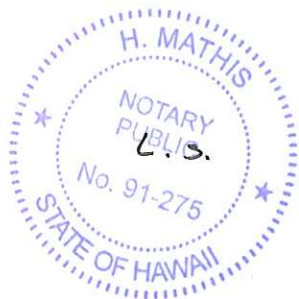
Its: President

Print Name: George P. Cabanung



Subscribed and sworn to before me this  
14<sup>th</sup> day of March, 2014

*H. Mathis*  
Notary Public, State of Hawaii  
My commission expires APR 15 2015



Doc. Date: MAR 14 2014 # Pages 11

Notary Name: H. Mathis Second Circuit

Doc. Description AOAO Maui Parkshore  
Assistance Domestic Animal Policy

*H. Mathis* MAR 14 2014  
Notary Signature Date

## ADDENDUM 1

### INFORMATION REGARDING ASSISTANCE ANIMAL REQUESTS

Pursuant to Hawaii Administrative Rules §12-46-302, "assistance animal" means an animal that is needed to perform disability-related work, services or tasks for the benefit of a person with a disability, or is needed to provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals may include, but are not limited to, service animals, therapy animals, comfort animals or emotional support animals. Assistance animals may have formal training or may be untrained, any may include species other than dogs.

The U.S. Department of Housing and Urban Development in its *Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs* issued April 25, 2013 states as follows:

Housing Providers are to evaluate a request for reasonable accommodation to possess an assistance animal in a dwelling using the general principals applicable to all reasonable accommodation requests. After receiving such a request, the housing provider must consider the following:

(1) Does the person seeking to use and live with the animal have a disability – i.e., a physical or mental impairment that substantially limits one or more major life activities?

(2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

The request may be denied if: (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.

Housing providers may ask individuals who have disabilities that are not readily apparent or known to the provider to submit reliable documentation of a disability and their disability-related need for an assistance animal. If the disability is readily apparent or known but the disability-related need for the assistance animal is not, the housing provider may ask the individual to provide documentation of the disability related need for an assistance animal. For example, the housing provider may ask persons who are seeking a reasonable accommodation for an assistance animal that provides emotional support to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability. Such documentation is sufficient if it establishes that an individual has a disability and that the animal in question will provide some type of disability-related assistance or emotional support.

**ADDENDUM 2**  
**ASSOCIATION OF APARTMENT OWNERS OF MAUI PARKSHORE**  
**APPLICATION FOR ACCOMMODATION/MODIFICATION**

Date of Application \_\_\_\_\_ Apartment Unit # \_\_\_\_\_

Name of Disabled Occupant(s): \_\_\_\_\_ Tel. \_\_\_\_\_

\_\_\_\_\_ Tel. \_\_\_\_\_

Email \_\_\_\_\_

**A. Please complete the below information and attached additional pages if needed.**

1. Description of accommodation/modification being requested:

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2. Describe the major life activities substantially limited by your disability:

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3. What is the connection between your disability and the accommodation/modification you have requested? (i.e., how will use of the proposed accommodation alleviate the effects/symptoms of your disability?)

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**B. Assistance Animal. Please complete this section only if you are requesting an assistance animal.**

Assistance Animal's Name \_\_\_\_\_

Type/Breed \_\_\_\_\_

Age \_\_\_\_\_ License or I.D. # \_\_\_\_\_

Is the assistance animal that you wish to keep in your apartment presently being maintained in the apartment? \_\_\_\_\_

Veterinarian's Name and Phone No.: \_\_\_\_\_

*Attach photo here*



### APPLICANT ACKNOWLEDGMENT FORM

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

\_\_\_\_\_ (initial)

I have read the Association's House Rules and Policies and agree to abide by the provisions thereof.

\_\_\_\_\_ (initial)

(If applicable) I verify that the enclosed photograph is a true and correct photograph of the animal described on this Form. \_\_\_\_\_ (initial)

(If applicable) With this form, I enclose true and correct copies of the vaccinations for my animal.

\_\_\_\_\_ (initial)

(If applicable) With this form, I enclose true and correct copies of my dog's license issued by the County of Maui. \_\_\_\_\_ (initial)

PRINTED NAME OF APPLICANT: \_\_\_\_\_

PRINTED NAME OF OWNER(S) OF UNIT (IF DIFFERENT): \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

SIGNATURE OF UNIT OWNER(S): \_\_\_\_\_

UNIT NO: \_\_\_\_\_ DATE: \_\_\_\_\_

### ADDENDUM 3

#### REASONABLE ACCOMODATION/MODIFICATION VERIFICATION FORM

DATE: \_\_\_\_\_

TO: DOCTOR/HEALTH CARE PROVIDER'S NAME: \_\_\_\_\_

DOCTOR/ HEALTH CARE PROVIDER'S ADDRESS: \_\_\_\_\_

FROM: ASSOCIATION OF APARTMENT OWNERS OF MAUI PARKSHORE

ADDRESS: \_\_\_\_\_

SUBJECT: REQUEST FOR ACCOMODATION

NAME OF MEMBER REQUESTING ACCOMMODATION/MODIFICATION: \_\_\_\_\_

THE MEMBER NAMED ABOVE HAS REQUESTED OUR CONDOMINIUM ASSOCIATION ACCOMMODATE HIS/HER DISABILITY, SPECIFICALLY:

If an individual with disabilities requests a reasonable accommodation to that disability, we must consider the request. To do this, we must verify that the individual qualifies as disabled under federal law and requires the accommodation in order to have an equal opportunity to use and enjoy his/her home.

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term impairment includes such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, drug addiction and alcoholism. This definition does not include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic who poses a direct threat to property or safety because of alcohol use.

We would appreciate your cooperation in answering the questions on this form and returning it to the address listed above. Enclosed is a stamped, self-addressed envelope for this purpose. The member has consented to this release of information, as shown below.

INFORMATION REQUESTED

1. Is the member named above disabled as defined above? ☐ Yes ☐ No
  
2. In your professional opinion, does the member named above need the accommodation requested in order to have the same opportunity that a nondisabled individual has to use and enjoy the living quarters?  
☐ Yes ☐ No
  
3. Does the person have a disability that substantially limits one or more major life activities? ☐ Yes ☐ No

NAME OF PERSON SUPPLYING INFORMATION \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM/ORGANIZATION: \_\_\_\_\_

MEDICAL LICENSE # (IF PHYSICIAN): \_\_\_\_\_

**RELEASE**

**TO THE MEMBER:**

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances that would require the association named above to verify information that is up to five years old, which would be authorized by me on a separate consent, attached to a copy of this consent.

PRINTED NAME OF MEMBER: \_\_\_\_\_

SIGNATURE OF MEMBER: \_\_\_\_\_

DATE: \_\_\_\_\_