

# ASSOCIATION OF APARTMENT OWNERS OF KEONEKAI VILLAGES

## Animal and Assistance Animal Policy

Effective Date of Policy: April 30, 2014

The Association of Apartment Owners of Keonekai Villages (“Association”) values all of its members, including members with animals and assistance animals.

The Association wants to comply with Hawaii law and Maui County ordinances in the regulation of animals at the property, as well as the Association’s Bylaws, in order to provide enjoyment of property for all owners.

The Bylaws of the Association (“Bylaws”) in Article V, Section 3(h) state in pertinent part:

No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project, except dogs, cats, small birds (no parrots) and other conventional household pets. Those mentioned may be kept by an apartment owner or occupant in his [or her] respective apartment but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements, except in transit, when carried or on leash, provided that any such pet causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be permanently removed therefrom promptly upon notice given by the Board of Directors.

Article V, Section 4 of the Bylaws states that the Board of Directors of the Association of Apartment Owners of Keonekai Villages (the “Board”) may adopt, amend or repeal rules and regulations for the Association. The Board has resolved to adopt a policy to establish rules and regulations consistent with the Bylaws regarding pets.

The Board has further resolved that rules and regulation governing assistance and assistance animals is necessary to facilitate compliance with the laws and regulations of the United States and the State of Hawaii regarding the rights of disabled persons to equal opportunity to use and enjoy a dwelling. A requested accommodation is necessary if it is related to the person’s disability and ameliorates the effects of a disability to allow the person equal use and enjoyment of the dwelling.

The Board has adopted the following policy to fulfill its duty in a fair, systematic and impartial manner. The following Animal and Assistance Animal Policy, which applies to all Owners and Owner’s visitors, guests and tenants to impose certain rules pertaining to pets and assistance animals (collectively, “animals”), is as follows:

### **A. Rules and Regulations**

1. Subject to the rules and regulations herein, and as of the Effective Date of this Policy, no more than two (2) household pets are permitted in each unit, in addition to one fish tank containing a reasonable number of fish. Household pets include cats, dogs, fish and small birds, not parrots. No owner or tenant shall keep, breed or use any pet for a commercial use.

2. Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, 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. All animals kept anywhere at Keonekai Villages must be registered immediately with the Association at the Keonekai Villages' management office by completing an Animal Registration Form. All animals present at Keonekai Villages as of the Effective Date of this Policy must be registered within thirty (30) days of the Effective Date. Except in an emergency or with prior written permission of the Board or the Association management, all owners are required to register the animal before bringing or allowing a tenant to bring an animal to the property for each pet in the unit including a fish tank mentioning the size of the tank. If the animal is a dog or cat, a current photograph must also be attached. Animal owners unable to supply a photo are required to contact the managing agent to schedule an appointment to have a photo taken at no cost.

4. Owners may obtain a copy of the Animal Registration Form from the Resident Manager or the managing agent's office during normal business hours or download it from the Keonekai Villages website. Current residents must fill out a registration form for their current animals to register them; however, pursuant to HRS § 514B-156, any owner who keeps an animal in his or her Unit that is in compliance with the Bylaws but is in violation as of the Effective Date of this Policy may keep that animal as the owner resides at Keonekai Villages.

5. All animals must be in compliance with Hawaii state statutes and Maui County Code regarding vaccinations, licensing and leashing. Cats and dogs must wear identification tags at all times and must be currently licensed by the County of Maui. The animal owner must provide a copy of the license and a copy of the vaccinations to the Association with the registration form.

6. Animals must not be allowed to roam free at any time or be tethered in the common element. Animal owners must maintain control of their animal at all times. Dogs must be on a hand held leash of no more than six (6) feet in length when outside the Unit or outside of the unit's fenced-in lanai. Pets in transit are to be carried, restrained by a hand held leash of no more than six (6) feet in length or placed in an animal carrier.

7. Pet owners are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the trash dumpster only.

8. Owners/Tenants are prohibited from allowing animal urination or defecation from falling or dripping from the lanai of a Unit on the second floor. Owners shall not wash urination or defecation off of the lanai of a Unit on the second floor to the below unit and/or patio or common element.

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

- a. Personal injury or property damage caused by unruly or aggressive behavior;
- b. Animals that exhibit vicious behavior;
- c. Animals who make noise continuously and/or incessantly for a period of fifteen (15) minutes or more, or intermittently for at least one (1) hour, to the disturbance of any person at any time of day or night;
- d. Animals that bark and/or respond aggressively to persons on property and/or neighbors;
- e. Roaming and unattended animals and/or animals that are not under the complete physical control of the pet owner;
- f. Animals defecating in common areas and/or on lanais, private yards, or patios and not being promptly cleaned up; and
- g. Pets who are conspicuously unclean or parasite infested.

10. The Association assumes no liability for events, conduct and/or damage relating to animal(s) behavior.

11. The animal owner shall be liable for any damage or injury whatsoever caused by 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 animal(s). The 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 attorney' fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by animal(s).

12. Owners are responsible and can be held liable for the animals of guests and tenants who visit and/or occupy the Owner's Unit

## **B. 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 animal owner in an effort to secure compliance. In addition to, or alternatively, complaints may be submitted , in writing including the unit number and date, signed and placed in an envelope addressed to "Board of Directors" and put in the box of, or mailed to, the Resident Manager, Zel Terluin, (Unit 4-105) who will bring the written complaint to the Board. The Board will review the complaint within a

reasonable time. If the Board is in agreement that an infraction has occurred, the pet owner and/or the Unit owner will receive written notice of the violation and a request for immediate compliance of this Policy.

2. An owner that receives a violation notice is required to respond in writing within three (3) calendar days to clarify what measures they are taking to remedy the complaint/violation. The response may be delivered or mailed to the Board via the Resident Manager.
3. If there is not full compliance with the Policy within three (3) calendar days of receipt of the written notice of the violation, the Association shall institute a fine of Fifty Dollars (\$50.00) to the unit Owner. Receipt of notices shall be considered two (2) business days after mailing the notice.
4. If there is no compliance within six calendar (6) days of the receipt of the written notice, the unit Owner shall be fined One Hundred Dollars (\$100.00) for the violation. Each subsequent six (6) calendar day period with no compliance of the same violation will result in an additional Five Hundred Dollar (\$500.00) fine to the unit Owner.
5. Notwithstanding any other provision herein, if an animal causes injury to any persons or property damage in the common areas of the premises, or the animal's unreasonable disturbances cannot be remedied, the Board may require immediate and permanent removal of the animal and institute an immediate fine not to exceed One Thousand Dollars (\$1,000.00).
6. Any Owner/Tenant receiving a violation or fine may appeal the violation/fine in writing within ten calendar (10) days of the violation, to the Board of Directors. The letter can be sent in the same manner as the complaint, in writing, delivered to the Resident Manager. The Resident Manager will give the appeal letter to the Board of Directors for their review and judgment. A final judgment letter will be issued to the appealing Owner/Tenant.
7. In addition to these remedies, the Board of Directors is authorized to pursue any other legal remedy available to enforce these rules in this Policy, including but not limited to seeking fines, penalties, special assessments against the unit owner /or tenant, injunctive relief and eviction of any uncooperative tenant.
8. Five violations for any animal within a twelve (12) month period will require the owner to permanently remove the pet from the property.