

# ASSOCIATION OF APARTMENT OWNERS OF KIHAI SHORES, INC.

## ASSISTANCE ANIMAL POLICY

The Association of Apartment Owners of Kihei Shores ("Association") values all of its members, tenants and guests, including those with assistance animals. The Association complies with fair housing law, including Hawaii Revised Statutes ("HRS"), Chapter 515, Hawaii Administrative Rules ("HAR") Section 12-46-306, and the federal Fair Housing Act, which require that individuals with disabilities be provided reasonable accommodations which may be necessary for the equal enjoyment and use of their housing.

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 Animal Policy is issued and enforceable by the Board acting pursuant to the Hawaii Revised Statutes, Chapter 514B, as amended, and the Second Restatement of Declaration of Condominium Property Regime of Kihei Shores, the Second Restated Bylaws of the Association of Apartment Owners of Kihei Shores, as amended and restated, and the House Rules, as amended.

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

### Rules and Regulations

#### A. What is an Assistance Animal?

Hawaii Civil Rights Commission informs us that "assistance animals" are animals that work, assist, or perform tasks for the benefit of a person with a disability. They can also be animals that provide emotional support. They are not pets. Assistance animals can include: service animals, support animals, therapy animals, and comfort animals. An assistance animal does not have to be a dog. Cats, birds, rabbits, and other animals have been recognized as assistance animals.

#### B. What is a person with a Disability?

Hawaii Civil Rights Commission informs us that a person with a disability who can request the use of an assistance animal is a person who has a physical or mental impairment which substantially limits one or more major life activities. The person in need of an assistance animal, also referred to as a "handler," can be a resident, owner and/or a guest.

#### C. Assistant Animal Requests

1. A person with a disability can request the use of an assistance animal as a reasonable accommodation for consideration by the Board. If the disability is obvious or readily apparent, then a request is not needed. If a short-term guest of a unit at the property brings an

assistance animal onto the property or into a unit, verification from a health care professional is not required.

2. Requests shall be submitted and addressed to the managing agent, JS Property Management, Inc., 1962B Wells Street, Wailuku, Hawaii, 96793; phone: 808.243.8600; fax: 808.249.0894; email: [jkramer@js.management](mailto:jkramer@js.management). The request should state that the person seeking the accommodation has a disability, and that the assistance animal will alleviate one or more symptoms of the disability. The request may be made orally or in writing. However, in order to prevent delays and misunderstandings regarding the request and to ensure the decision is based on sufficient information, it is requested that the person seeking the accommodation complete an Application for Assistance Animal Form ("Application Form"), which is attached hereto as Addendum 1. Failure to complete the Application Form will not be grounds, in itself, for denial of the requested accommodation, if the information necessary to evaluate the request is provided to the managing agent in another manner. The Board will review the Application Form as expeditiously as possible.

3. Should the disability and/or disability-related need not be readily apparent, the Association may further request the assistance animal owner to have his/her health care professional, mental health professional, or social worker provide verification to provide it to the requester. In turn, the requestor will provide the verification to the Association. The information requested of the health care professional shall be limited to verification that the assistance animal is needed to alleviate one or more symptoms of the person's disability. The symptoms of the disability need not be disclosed. The managing agent and/or the Board shall not ask the assistance animal owner to provide access to health care professional, or any details regarding the diagnosis, nature of the disability, symptoms, medical records, and proof of the animal's training or insurance coverage for the animal.

4. The Board will review and respond to the request and all submitted documentation as promptly as reasonably practicable. The requestor will be informed of the decision regarding the request for accommodation. If the request is approved, the approval will be provided in writing, in a format shown in Addendum 2 attached hereto. If the request is denied, the response will include an explanation for the basis of denial. The requester may contact Site Manager at 2747 S. Kihei Rd, Bldg. K, Kihei, HI 96753; phone: 808.875.0077; email: [manager@kiheishores.net](mailto:manager@kiheishores.net) with any questions. If no response is given within seven (7) days of the delivery of the date of the request, then the accommodation request is approved.

D. Assistance Animal Rules and Regulations

1. Assistance animals upon which disabled owners, occupants, tenants or guests depend for assistance shall be permitted to be kept by such persons in their units, provided that: (a) 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 (b) 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.

2. 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, as may be amended, the appropriate license tag must be attached to the animal's collar, harness, leash, tether, or other instrument and worn at all times the animal is not in its respective unit.

3. Assistance animals must not be allowed to roam unattended in the public and/or common areas. Assistance animals shall be under the control of its handler by use of a harness, leash, tether, cage or other physical control, or other effective means.

4. 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. The owner of an assistance animal is also responsible to clean urine and/or feces from the lanais or patios which could result in noxious smells and/or odors that could cause a disturbance to others.

5. Assistance animals that are conspicuously unclean or parasite infected are not permitted anywhere on property.

6. 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 or its owner, management will attempt to contact (a) the animal owner and/or resident, or if the animal owner and/or resident is not available, (b) the alternate caretaker as identified by the animal owner, or (c) if the alternative caretaker is not available and the unit is not owner-occupied, management shall contact the owner of the unit to remedy the situation. If the animal owner, resident, or alternate or owner of the unit is not available, despite management's attempt to contact them within a reasonable period, management may enter the apartment and make any necessary arrangements for the safety of the assistance animal(s) care, including removal of the assistance animal to a local veterinary animal shelter. The owner of the unit is responsible for any cost incurred by the Association.

7. Assistance animal owners are responsible for ensuring that their assistance animal does not become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of this section include but are not limited to:

a. The owner of the animal intentionally, knowingly, recklessly, or negligently permits the animal to attack a person or domestic animal, or behave in a manner that a reasonable person would believe poses an imminent threat of bodily injury to a person or serious injury or death to a domestic animal";

b. Assistance animals that continuously and/or incessantly make sounds that are loud or unpleasant or cause disturbance to any person at any time of day or night, which includes dogs that bark for a period of 10 minutes or intermittently for 20 minutes or more to the disturbance of another person at any time of day or night, unless such barking is the result of a trespass or threatened trespass by a person or persons on private property or is the result of a person teasing or otherwise provoking the dog. Instances of barking may be documented by the Association and referred to the Maui Humane Society in accordance with the Society's directives; and/or

c. Assistance animals that chase vehicles, or molest, attack, nip, snarl, bite

and/or harmfully interfere with persons or other animals on property.

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

9. 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 for any and all costs incurred by the damaged and/or injured party as a result of damage or injury caused by an assistance animal(s).

E. Enforcement

1. Enforcement of the rules and regulations of this Policy shall be in accordance with the Declaration, Bylaws and House Rules.

2. In addition, the Board may require immediate removal of the assistance animal from the property and has discretion to determine whether such removal is permanent for more than five (5) violations of this Policy in a year period, 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 and/or violations of the Policy cannot be remedied.

3. Any Owner/Tenant receiving a House Rules violation notice or fine may appeal the violation/fine in accordance with the provisions of the House Rules.

4. As provided by Hawaii Revised Statutes Chapter 514B and the Association's governing documents, the Board is authorized to pursue any other legal remedy available to the Association in force 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.

IN WITNESS WHEREOF, the undersigned directors have executed this Policy the 13<sup>th</sup>  
day of June in the year 2022

ASSOCIATION OF APARTMENT OWNERS OF KIHAI SHORES,  
INC.

By: David Slackman

Its: President

Print Name: DAVID SLACKMAN

**ADDENDUM**  
**ASSOCIATION OF APARTMENT OWNERS OF KIHAI SHORES, INC.**  
**APPLICATION FOR ASSISTANCE ANIMAL**

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

Date of Application \_\_\_\_\_ Unit: \_\_\_\_\_

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

Tel. No: \_\_\_\_\_

Email \_\_\_\_\_

Name of Second Disabled Occupant (if any): \_\_\_\_\_

Tel. No. \_\_\_\_\_

Email \_\_\_\_\_

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

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

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

1. Description of accommodation/modification being requested (attach additional sheets if needed):

2. Do you have a disability (a physical or mental impairment that substantially impairs one or more major life activities)? (Please check the applicable box)

Yes\_\_ No\_\_

3. Does the requested accommodation (assistance animal) alleviate one or more symptoms of this disability? (Please check the applicable box)

Yes\_\_ No\_\_

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

***Attach photo here***

Photo of Animal

**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 verify that the enclosed photograph is a true and correct photograph of the animal described on this Form. (initial)

With this form, I enclose true and correct copies of the vaccinations for my animal.  
\_\_\_\_ (initial)

(If a dog), 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: \_\_\_\_\_ PHONE # \_\_\_\_\_

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

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

PRINTED NAME OF EMERGENCY CONTACT: \_\_\_\_\_ .PHONE # \_\_\_\_\_

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

## ADDENDUM 2

### ASSOCIATION OF APARTMENT OWNERS OF KIHAI SHORES ACCOMMODATION APPROVAL

THE ASSOCIATION OF APARTMENT OWNERS OF KIHAI SHORES, INC. HAS APPROVED A REASONABLE  
ACCOMMODATION FOR TO POSSESS AN ASSISTANCE ANIMAL  
IN UNIT # AND ON THE COMMON AREAS OF THE PROPERTY. THE PERSON REQUESTING THE  
ACCOMMODATION HAS AGREED TO COMPLY WITH RULES CONTAINED IN KIHAI SHORES HOUSE  
RULES.

THE APPROVED ACCOMMODATION IS DESCRIBED AS:

APPROVED BY KIHAI SHORES ON:      DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_



# ASSISTANCE ANIMAL SUPPLEMENTAL

## THE FOLLOWING ITEMS ARE REQUIRED AND MUST BE INCLUDED:

- \* APPROVED APPLICATION BY KIHEI SHORES BOARD PRESIDENT
- \* MEDICAL LETTER FROM A PHYSICIAN OR SOCIAL WORKER STATING RESIDENT HAS A DOCUMENTED DISABILITY, AND THAT ESA OR SERVICE ANIMAL IS RECOMMENDED.
- \* MAUI COUNTY LICENSE (DOG)
- \* CURRENT UP TO DATE VACCINATION RECORD
- \* PHOTOGRAPH OF *ESA*/ SERVICE ANIMAL