



Association of Apartment of Marina Towers
Assistance Animal Policy
Adopted: 8/26.08 and Revised 7/16/19 and 5/20/24

Marina Towers By-Laws Rules prohibit pets in the building. The following **does not** amend that By-Law. However, the Association has no wish to cause a disabled resident who needs an assistance animal any undue stress or discomfort from a perceived violation of the By-laws. Therefore, the Board of Directors instituted the following guidance/instruction/policy for such resident.

A. Screening/Registration

Assistance animal owners must complete an Assistance Animal Application and Registration form. Forms are available from the Resident Manager. If the assistance animal is a dog, cat, or bird, a current photograph must be attached.

B. Restrictions

"Animal" in the following paragraphs means "Assistance Animal."

- 1) Animals shall not be kept, bred, or used for any commercial purpose.
- 2) Animals must be confined to the animal owner's apartment, must not be allowed to roam free and may not be tied unattended in any common area.
- 3) Animals shall be exercised off the property
- 4) Persons who walk their animals are responsible for immediately cleaning up after the animal, and discarding **securely bagged** animal droppings in the dumpster located at the Ewa end of the building on the upper parking level.
- 5) Cat litter may not be disposed of in toilets. Nor may any animal waste be dropped down trash chutes unless securely double bagged.
- 6) Animal owners are responsible for any damage to the common elements caused by their animals. Any damage caused by cleaning chemicals or other such materials used in any attempt to remedy said damage is also the responsibility of each animal owner.

(Initial here)_____



7) No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of this paragraph are:

- Personal injury or property damage caused by the behavior or an improperly controlled animal.
- Animals "who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night..." as per Section 7-2.2 of the Revised Ordinances of Honolulu.
- Animals in common areas who are not under the complete control of a responsible person.
- Animals that relieve themselves on walls or floors of common elements.
- Animals that exhibit aggressive or vicious behavior.
- Animals that are conspicuously unclean or parasite infested.

8) Owners and tenants are responsible for visiting assistance animals, which are subject to the same restrictions as resident animals.

9) Animal owners shall be fully responsible for any loss or liability of any kind arising from their animal(s).

C. Enforcement

1) Any owner, resident, or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the animal owner in an effort to secure voluntary compliance.

2) If the complaint is not satisfied voluntarily, it must be put in writing, signed and presented to the Board of Directors through either the Resident Manager or Managing Agent.

3) If the Board is in agreement with such complaints, the animal owner will receive written notice of the violation.

(Initial here) _____



- 4) If upon the second violation(s) the problem is still unresolved, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The Board of Directors may demand the permanent removal of any animal, if such animal is determined by the Board to a nuisance or a danger to the project and its residents and the animal owner takes no effective action to control the animal so that the threat or nuisance is mitigated or eliminated.
- 5) If so determined, the animal owner will have 15 days to remove the animal from the premises. The Board of directors also has the authority to access and collect fines for violations of the policy pertaining to animals and to access and collect amounts necessary to repair or replace damage area of the project.
- 6) Feeding, caring for, or otherwise aiding stray animals or wild birds is prohibited. Injured or stray animals should be reported to the Resident Manager.

Animal Owner: _____
Print full name

Date: _____

Animal Owner: _____
Sign

Date: _____

Apartment Owner: _____
Sign

Date: _____



THE ASSOCIATION OF APARTMENT OWNERS OF MARINA TOWERS
CONFIDENTIAL APPLICATION FOR AN ASSISTANCE ANIMAL

Attach photo of requested animal here

Name of Disabled Occupant(s): _____
Print full name

Date of Application: _____

Apartment Unit #: _____

Telephone: (____) _____ - _____.



The By-Laws prohibits animals. A disabled resident who does not have an equal opportunity to use and enjoy his/her apartment or the project may be permitted to keep an assistance animal in his/her apartment.

To apply for permission to keep an assistance animal in your apartment, you must answer the following questions and provide the requested information:

1. Animal's Information:

Animal's Name: _____ Type/Breed: _____

Age: _____ License or ID #: _____

Is the proposed animal that you wish to keep in your apartment presently being maintained in the apartment?

If yes, when did you start keeping it there?

2. Animal's References:

Has the animal been spayed/neutered? (check one) YES _____ NO _____

Has the animal been vaccinated? (check one) YES _____ NO _____

List vaccinations received (with dates):

Veterinarian: _____

Address: _____

Telephone: (_____) _____ - _____.



3. Do You Have Liability Insurance: (check one) YES _____ NO _____

Agency: _____ Agent: _____

Address: _____

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

Signature of Apartment Unit Owner/Tenant Date: _____

Signature of Apartment Unit Owner/Tenant Date: _____



ASSOCIATION OF APARTMENT OWNERS OF MARINA TOWERS
CONFIDENTIAL ACCOMMODATION LETTER

Name of Person Verifying the Disability: _____

Address: _____

Patient's Name: _____

1. I hereby declare, under penalty of perjury, that the following statements are true and correct to the best of my knowledge.

I am the Patient's treating physician.

I am not the treating physician, but I am qualified to verify the Patient's disability because:

2. Under the Federal Fair Housing Act, a person with a disability may request and be granted a reasonable accommodation to the Association's rules, regulations, policies, and procedures that may be necessary for a disabled person to use or enjoy a dwelling. In addition, they may request and will be granted permission to make reasonable modifications to the Project that may be necessary for a disabled person to use or enjoy a dwelling. The cost of the modification must be paid for by the disabled individual, reasonable conditions and provisions may be placed on the accommodations and modifications.

A. Under the Federal Fair Housing Act- a disability is a current mental or physical impairment which substantially limits one or more major life activities.



B. There are other definitions of disability under the Federal Fair Housing Act, but only those individuals disabled under the above definition are entitled to reasonable accommodation or the right to make reasonable modifications under the Federal Fair Housing Act.

I hereby certify that the Patient suffers from a mental or physical impairment that substantially limits the following major life activity or activities (such as walking, caring for oneself, speaking, standing, learning, reading, thinking, communicating, etc.):

3. Patient is the occupant of a unit at Marina Towers (the “Property”). **The governing documents for the Property prohibit pets. Assistance animals are permitted only if the animal is required to assist a person with a disability.**

Patient has requested permission to have an assistance animal from the Board of Directors (“Board”) of the Association of Apartment Owners of Marina Towers (the “Association”). This form will assist the Board in evaluating the Patient’s request for an exception or waiver of the rules, regulations or policies of the Association. You may also provide information on a different form, as long as it verifies that (1) the Patient has a disability that is recognized by the Federal Fair Housing Act, as defined above, and (2) the animal is needed to alleviate one or more symptoms of the Patient’s disability.

4. What type of animal and breed (if applicable) is requested as a reasonable accommodation?

5. I hereby certify based upon a reasonable medical probability that the animal described in Paragraph 4., above, is necessary to assist the Patient with the activities described in Paragraph 2., or otherwise needed to alleviate one or more symptoms of the Patient’s disability, for the following reasons:



(For example, if this is a request for an emotional support animal, please explain why the animal is required to improve the Patient's ability to function.)

- 6. I understand that this information is solely for the internal use of the Association, that it will be kept confidential and that it will be provided only to authorized representatives of the Association.
- 7. I understand that if a dispute arises concerning these issues, I may be called upon to testify concerning my professional opinions stated in this declaration.

I hereby declare under penalty of perjury that the answers provided above are true and correct to the best of my knowledge.

Dated: _____

(Signature)



Receipt and Agreement to abide by
Association of Apartment Owners of Marina Towers
Assistance Animal Policy
Adopted: 8/26/08 and Revised 7/16/19 and 5/20/24

Unit #: _____

Name: _____
(print name legibly please)

I hereby acknowledge receipt of Marina Towers Assistance Animal Policy Adopted: 8/26/08 and Revised 7/16/19 and 5/20/24

For myself, my tenants, my guests, and my employees, I agree that we shall be bound by this Assistance Animal Policy whenever on the premises of Marina Towers. My signature hereon signifies my willing intent to abide by this Assistance Animal Policy.

Signature of Owner/Tenant

Date

Signature of Owner/Tenant

Date

Please sign and return this copy to the office.

OFFICE COPY



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Signature of Owner/Tenant

Date

Signature of Owner/Tenant

Date

PATIENT COPY