

ASSOCIATION OF APARTMENT OWNERS OF WAILEA FAIRWAY VILLAS
ASSISTANCE ANIMAL POLICY

A. Introduction

1. The Association of Apartment Owners of Wailea Fairway Villas (the “Association”) complies with federal and state laws, which require that individuals with disabilities be provided reasonable accommodations which may be necessary for the equal enjoyment and use of their housing. Notwithstanding any provision to the contrary contained herein, Assistance Animals (as defined herein) are permitted in compliance with fair housing law, including Hawaii Revised Statutes Chapter 515, Hawaii Administrative Rules § 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 at Wailea Fairway Villas condominium project (the “Project”). Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an assistance animal.

2. 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 policy applies to all Owners, and Owners’ visitors, guests and tenants at the Project.

3. All requests and information shall be submitted to the Site Manager of the Association via mail, email or phone call at:

Mike Heller
Wailea Fairway Villas
Site Manager
3950 Kalai Waa Street
Unit Q Box 12
Kihei, HI 96753
Phone: 808-268-1935
Email: waileafairwayvillas@gmail.com

B. Definitions

1. “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 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 that may have formal training or may be untrained and may include species other than dogs.”

2. A “disability” is “a physical or mental impairment that substantially limits a major life activity.”

C. Necessary Information to Submit to the Association

1. Any person requiring an accommodation to keep an Assistance Animal on property shall submit the following information to the Site Manager.

- a. The name, address, phone number and email of the person with the disability;
- b. If different, the Unit number being occupied or visited at Project and name of the Unit owners;
- c. The name, address, phone number and email of the alternative caretaker, if any;
- d. A description of the animal including age, breed and color or alternatively, a photograph of the Assistance Animal;
- e. Copies of current vaccinations for the Assistance Animal; and
- f. If a dog, a copy of the County of Maui license.

For convenience, a form is available as **Addendum 1** to this policy and is also available from the Site Manager.

D. Assistant Animal Requests and Verification

1. If the disability is obvious or readily apparent, then the owner of the Assistance Animal does not need to submit a request for accommodation for the Assistance Animal. Otherwise,

2. If the disability is not readily apparent or the disability-related need for an Assistance Animal is not readily apparent, the Assistance Animal Owner shall submit (a) a request to the Association verifying that the person has a disability, and the Assistance Animal is needed to alleviate one or more symptoms of the person’s disability; and (b) verification by a letter or other communication from the person’s treating health care professional, mental health professional, or social worker that the assistance animal is needed to alleviate one or more symptoms of the person’s disability.

3. If a short-term guest of a unit at the Project brings an Assistance Animal onto the Project, verification from a health care professional is not required.

4. The request may be made to the Site Manager 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 the Assistance Animal Request, which is attached hereto as **Addendum 2** to this policy and is also available from the Site Manager.

5. 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 Association in another manner.

6. The information requested of the healthcare professional shall be limited to verification that the Assistance Animal is needed to alleviate one or more symptoms of the person's disability.

7. The following information shall not be requested by the Association and need not be provided to the Association: Nature of the disability, symptoms and details of the disability or diagnosis, access to the health care professional, medical records, and proof of the animal's training or insurance coverage for the animal.

8. Possession of a vest or other distinguishing animal garment, tag, or registration documents that are commonly purchased online and purporting to identify an animal as a service animal or Assistance Animal shall not constitute valid verification.

9. The Association will review and respond to the request, and all submitted documentation as promptly as reasonably practicable. If information is missing, the Association may request additional information and verifications. The requestor will be informed of the decision regarding the request for accommodation. The requester may contact the Site Manager with any questions. For purposes of expediting the review process, the Board may delegate the decision-making to the Site Manager. .

E. Assistance Animal Restrictions

1. If an owner, occupant, tenant or guest has a disability and relies on an Assistance Animal, they shall be permitted to keep the Assistance Animal in their unit, provided that: (a) the Assistance Animal does not pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, and (b) the Assistance Animal 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 Hawai'i 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 their handler by use of a harness, leash, tether, cage or other physical controls. If the nature of the person's disability makes physical control impracticable, or physical control interferes with the assistance that the Assistance Animal provides, the Assistance Animal shall be under the control of the Assistance Animal owner or handler by voice control, signals or other effective means.

4. If an Assistance 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. All urine and/or feces from the lanais or patios shall be promptly cleaned.

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

6. For the safety of the Assistance Animal, no Assistance Animal shall be left unattended by the owner or alternative caretaker in a Unit for more than 24 hours. When the Association has reasonable cause to believe that an Assistance Animal is alone in a unit 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, the Association will attempt to contact (a) the Assistance Animal owner and/or resident, or if the owner and/or resident is not available, (b) the alternate caretaker as identified by the Assistance Animal owner, or (c) if the alternative caretaker is not available and the unit is not owner-occupied, the Association shall contact the owner of the unit to remedy the situation. If the Assistance Animal owner, resident, or alternate or owner of the unit is not available, despite the Association's attempt to contact them within a reasonable period, the Association 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 Assistance 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 Humane Society;

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 Animals' 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 the Assistance Animal.

9. The Assistance Animal owner shall be liable for any damage or injury whatsoever caused by the Assistance Animal 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.

F. 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: (a) for more than five (5) violations of this Policy in a 1 (one) year period, (b) if an Assistance Animal causes injury to any persons or property damage in the common areas of the premises, or (c) 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 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.

IN WITNESS WHEREOF, the Board of Directors on behalf of the Association of Apartment Owners of Wailea Fairway Villas have executed this Assistance Animal Policy by a majority vote at the duly noticed Board meeting on the 26th day of January in the year 2024, and the Policy shall be included with the corporate records.

**ASSOCIATION OF APARTMENT OWNERS OF WAILEA
FAIRWAY VILLAS**

By:  _____

Its: Secretary

Print Name: Joe O'Donnell

ADDENDUM 1
ASSOCIATION OF APARTMENT OWNERS OF WAILEA FAIRWAY VILLAS
REQUIRED INFORMATION FOR ASSISTANCE ANIMAL

A. Applicant

Name of Occupant with Disability _____
Address: _____
Tel. No. _____
Email _____

Name of Second Occupant with Disability (if any) _____
Address: _____
Tel. No. _____
Email _____

Name of Alternative Caretaker (if any) _____
Address: _____
Tel. No. _____
Email _____

Unit No. at Wailea Fairway Villas _____

Name of Owner of Unit _____

B. Assistance Animal

Assistance Animal's Name _____

Type/Breed _____

Age _____

(For dogs) License or I.D. # _____

(Optional) Attach a photo of the Assistance Animal

C. Required documents

Please initial below.

_____ I enclose true and correct copies of the vaccinations for my Assistance Animal.

_____ If a dog, I enclose true and correct copies of my dog's license issued by the County of Maui.

SIGNATURE OF APPLICANT: _____ DATE: _____

ADDENDUM 2
ASSOCIATION OF APARTMENT OWNERS OF WAILEA FAIRWAY VILLAS
ASSISTANCE ANIMAL REQUEST AND VERIFICATION INFORMATION

This Request is if the disability-related need for an Assistance Animal is not readily apparent.

1. Description of accommodation 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)? The disability and symptoms of the disability need not be disclosed. (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

_____ I enclose a letter or other communication from my treating health care professional, mental health professional, or social worker that verifies that my Assistance Animal is needed to alleviate one or more symptoms of my disability.

_____ 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.

PRINTED NAME OF APPLICANT: _____

SIGNATURE OF APPLICANT: _____

DATE: _____