

**ASSOCIATION OF APARTMENT OWNERS OF
ALOHA LANI**

**CONFIDENTIAL APPLICATION FOR AN ASSISTANCE ANIMAL
Print All Information**

Attach photo of requested animal here

Name of Disabled Occupant(s) _____

Date of Application _____

Apartment Unit # _____

Telephone _____

The Bylaws (article X, section 1) prohibit pets. Assistance animals are permitted only if the animal is required to assist a person with a disability. 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 I.D# _____

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? YES _____ NO _____

Has the animal been vaccinated? YES _____ NO _____

List vaccinations received (with dates): _____

Veterinarian: _____

Address: _____ Telephone: _____

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

Agency: _____ Agent: _____

Address: _____ Telephone: _____

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 _____

CONFIDENTIAL DISABILITY CERTIFICATION LETTER

To: The Association of Apartment
Owners of Aloha Lani.
% Keven Whalen
Touchstone Properties, Ltd.,
680 Iwilei Road, Suite 777
Honolulu, HI 96817

Name of Person Verifying the Disability: _____

Address: _____

Patient's Name: _____

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

1. a. I am the Patient's treating physician.
- b. 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***. In order to constitute a physical or mental impairment within the meaning of the Act, a condition must be permanent and long-term rather than temporary.

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.

In my professional opinion, the Patient has a disability as defined in 2.A above.

Initial here: _____

3. I am aware of the following facts: Patient is the occupant of a unit at the Aloha Lani condominium project (the "Property"). ***The governing documents for Aloha Lani prohibit animals at the Property.***

Patient has requested permission from the Board of Directors ("Board") of The Association of Apartment Owners of Aloha Lani. (the "Association") to have an animal to assist him/her with his/her disability. 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 requested 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 activity or 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 how the companionship of the animal will improve the Patient's ability to function.)

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6. I understand that this information is solely for the internal use of the above-named Association, that it will be kept confidential and will be provided only to authorized representatives of the above-named Association. I also understand that those representatives may contact me periodically to verify and revalidate that this information is still correct, to confirm that the requested accommodation is still necessary, and to determine whether Patient's disability has been cured.
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 declare under penalty of perjury under the laws of the State of Hawaii that the foregoing statements are true and correct.

Executed on _____, 20____.

Signature: _____

Print Name: _____

[Please feel free to attach another page to supplement any responses above.]

ALOHA LANI ANIMAL POLICY

Aloha Lani is a “no pet” property. Many residents have moved into this community with the expectation that there would be no animals. You were granted an exemption from the “no pet” policy because of your disability. ***The law does not require, however, that we tolerate animals that cause a direct threat to the health or safety of other residents of the community.*** Accordingly, should the Board determine that your assistance animal is a direct threat to other residents or their property, you will be given an opportunity to correct the problem. Your animal must be removed if you are unable to correct the problem.

Please be advised that a number of residents at Aloha Lani suffer from pet allergies. We ask you to help minimize the risk of allergies to other residents, by doing the following:

- Keep your animal free from ticks, fleas, and other pests;
- Keep your animal free from pungent or offensive odors;
- Maintain your animal’s coat (a dog should be brushed daily and bathed at least once a week since studies have shown this reduces allergens); and
- To the maximum extent possible, keep the animal away from elevators or other enclosed spaces while others are present.

All animals approved for disabled residents by the Board must be registered with the resident manager, by (a) listing the animal and its name on the registration form under “Names of Person(s) Occupying the Apartment”; (b) completing a separate form to register the animal; and (c) signing an acknowledgment that the animal owners have received and read this animal policy and will take full responsibility for the animal. All animals must, if required by law, be licensed and have identification tags. The Board may require a veterinarian’s certificate confirming that the animal has all necessary vaccinations and has been spayed or neutered.

Animals must be kept in the apartments and will only be allowed in the common areas of the project when in transit to and from the apartment unless required to assist the disabled resident in an area of the common elements. While in the common areas, all animals must be on a short leash, in a cage or transporter, or carried by someone who can control the animal. No animal shall be permitted to be tied or chained in the common areas. Whenever possible, the animal should not occupy an elevator or other enclosed space while others are present. Owners of assistance animals may want to identify their animals as assistance animals but this is not required.

The owner of any animal causing damage to the common areas will be given a warning and the animal owner must pay to repair or restore any damages. ***The animal must be removed from the project if the animal causes any subsequent damages to the common areas.***

The owner of any animal which threatens another person or other animal will be given a warning. ***If a subsequent incident occurs, the animal must be permanently removed from***

the project. Any animal which bites any person at the project must be immediately removed from the project.

Since the animal owner will be responsible for any actions of the animal which cause injuries to persons or their animals or damages to property, the animal owner must have a liability policy. The policy must cover any loss, damage or injury caused by the animal, and the animal owner must indemnify, hold harmless and defend the Association from any liability, damages, judgments, or expenses (including attorney's fees), incurred or resulting from the actions of the animal.

The owner of any animal which causes excessive noise for an unreasonable period of time or when the owner is not present will be given a warning. If a subsequent incident occurs, the animal must be permanently removed from the project or some other measure must be taken to inhibit the noise.

No animal shall be permitted to remain unattended on any outside area of the apartment, including the lanais and roof cabanas. No animal shall be left in the apartment unattended for an unreasonable time. The Association's employees or agents may enter the animal owner's apartment if there is reasonable cause to believe an emergency situation exists with respect to the animal. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the animal to be put out for board, any and all costs incurred will be the sole responsibility of the animal owner.

No animal shall be permitted to create an unsanitary condition, including fleas or tick infestations, either in the animal owner's apartment or on the common elements. The animal owner must pick up and dispose of animal waste in a sanitary manner and ensure that any animal waste is securely wrapped. If the owner fails to do so and the Association's employees must act, the animal owner will be billed for the employee's time. If fumigation for flea or tick infestations becomes necessary because of an animal, the animal owner will be billed for the cost of the fumigation.

If a dispute arises and cannot be settled through negotiation, the animal owner must first try in good faith to settle the dispute by mediation administered by The Mediation Center of the Pacific, Inc.

Signature of Animal Owner

Print Name

Date

[The following must be completed if the animal owner is not an apartment owner.]

WE HEREBY AGREE TO BE RESPONSIBLE FOR ENSURING THAT OUR TENANT
FOLLOWS THE RULES STATED ABOVE:

Owner, Unit _____

Print Name

Date

Owner, Unit _____

Print Name

Date