

MVP SERVICE ANIMAL CHECK LIST

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CHECKLIST OF ITEMS NEEDED IN ORDER TO REGISTER AN APPROVED SERVICE ANIMAL AT MAKAHA VALEY PLANTATION:

- **City & County of Honolulu Registration requirements** – On July 1, 2020, the City and County of Honolulu implemented mandatory microchip identification for cats and dogs over the age of four months. Microchip ID number **MUST** be provided to MVP office.
- **Documentation proving service animal is required.**
- **Animal Policy** – Must be signed by Animal Owner
- **Confidential Accommodation Letter** – Must be completed or a letter from treating physician provided.
- **Confidential Application for an animal** – Must be completed and picture of service animal provided along with microchip number.
- **Service animal Addendum** (for renters) – If you are not the unit owner, this form must be completed by your landlord or realtor **or** if your service animal is approved in your lease you must provide a copy of the "Service and/or support animal addendum".

MVP INITIAL HERE ONCE PACKET HAS BEEN COMPLETED _____

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DATE PACKET ISSUED: _____

DATE PACKET IS DUE: _____

ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION ANIMAL POLICY

All animals being kept at the Project must be registered with the General Manager at the Makaha Valley Plantation Office, 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 microchipped 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 units and will only be allowed in the common areas of the Project when in transit to and from the unit unless required to assist a 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. No animal shall be kept, bred, or used in any unit for any commercial purpose. 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 owner fails to take steps to control the animal and it causes any subsequent damage to the common areas.***

Any animal causing a nuisance or unreasonable disturbance or shall be considered dangerous or exhibit an aggressive behavior to any other occupant of the project shall be immediately and permanently removed from the premises upon notice given by the Board of Directors or Managing Agent in the name of the Board of Directors. If the animal is an assistance animal, the assistance animal must be removed if the animal poses a direct threat to the health and safety of others and the animal's owner or handler takes no effective action to control the animal so that the threat is mitigated or eliminated.

The animal owner will be responsible for any actions of the animal which cause injuries to persons or their animals or damage to property. The animal owner must also 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. (All animal owners should review Honolulu City and County Ordinances regarding animal nuisance. Excessive barking or other noisemaking is considered a nuisance. The animal owner can be cited by law enforcement or fined by the Association.) 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 on any unit balcony unattended. No animal shall be permitted to remain unattended for an unreasonable amount of time. If an animal is left in a unit

and escapes, the owner of the animal shall be responsible for the cost of any time the Association's employees spend to bring the animal under control or to clean up after it. At no time will the animal be allowed to roam freely on the common elements.

If an animal owner leaves the unit for an extended period of time, the owner must arrange for a caretaker to come to the unit to take care of the animal. The Association's employees or agents may enter the animal owner's unit 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 unit 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. Animal owners should not ask employees of the Association to clean up after the animal under any circumstances. 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.

Assistance animals must comply with all the above rules, unless the Board has granted an exemption from a specific rule. The Board will, upon request, exempt assistance animals from specific rules, if such exemption may be necessary to afford a disabled person to use and enjoy the project. A verification may be required if the disability and the need for the exemption are not obvious.

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.

Signature of Animal Owner

Print Name

Dated: _____

**ASSOCIATION OF APARTMENT OWNERS OF MAKAHA VALLEY PLANTATION
CONFIDENTIAL ACCOMMODATION LETTER**

Name of Person Verifying the Disability: _____

Address: _____

Patient's Name: _____

I hereby declare that the following statements are true and correct to the best of my knowledge **(Please circle item a. or b., below, as appropriate.):**

1.
 - a. I am the Patient's treating physician.
 - b. I am **not** the treating physician, but I am the Patient's treating healthcare professional, mental health professional or social worker.
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 Chapter 515 of the Hawaii Revised Statutes and the Federal Fair Housing Act, a disability is a mental or physical impairment which substantially limits one or more major life activities. "Major life activities" include, but are not limited to, activities such as walking, caring for oneself, speaking, standing, learning, reading, thinking, communicating, etc. The term does not include current illegal use of or addiction to a controlled substance, or alcohol or drug abuse that threatens the property or safety of others.
 - B. In my professional opinion, the Patient has a disability as defined in 2.A above.
Initial here:
3. Patient is the occupant of a unit at Makaha Valley Plantation.

Assistance animals are permitted only if they are required to assist persons with disabilities. There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities. An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the Fair Housing Act and may be treated as a pet for purposes of the rules and policies of Makaha Valley Plantation.

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, as defined above, and (2) the animal is needed because of a disability.

4. The Patient has requested permission to have the following animal:

| | | |
|------|---------|-------|
| | | |
| Name | Species | Breed |

[Note: If several animals are requested, please submit one form per animal or provide a verification that the Patient needs each animal because of a disability.]

5. In my professional opinion, the above animal is needed because it does work, provides assistance, or performs at least one task that benefits the Patient because of his or her disability, or because it provides therapeutic emotional support to alleviate a symptom or effect of the disability of the Patient, and not merely as a pet.

Initial here:

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.

DATED: _____

(Signature)

ASSOCIATION OF APARTMENT OWNERS OF
MAKAHA VALLEY PLANTATION
CONFIDENTIAL APPLICATION FOR AN ANIMAL

Print All Information

Attach photo of requested animal here

Name of Disabled Occupant(s): _____

Date of Application: _____

Unit #: _____

Telephone #s: _____

A disabled resident who does not have an equal opportunity to use and enjoy his/her unit or the project may be permitted to keep an animal in his/her unit.

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

1. Animal's Information:

Animal's Name _____ Type/Breed _____

Age _____ Microchip# _____

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

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: _____

Signature of Occupant Date _____

MVP ANIMAL ADDENDUM TO RENTAL AGREEMENT

This Animal addendum is an amendment to the lease dated _____

Between _____ and _____
(Tenant) (Landlord)

Covering the premises known as _____
Address Unit #

_____ City State Zip Code

1. Tenant has read, understands and agrees to abide by all applicable House Rules pertaining to animals.
2. Tenant has completed a Service animal application & registration form and has been granted permission by the managing agent _____ to keep the service animal specified under the following terms and conditions:
 - a. That the animal will be allowed out of the premises only under the complete control of the responsible human companion and on a handheld leash on in a pet carrier.
 - b. That any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc. caused by pet will be the full responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to it's original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then Tenant hereby agrees to pay the full expense of replacement.
 - c. It is also understood and agreed that Tenant will permit the Landlord to professionally fumigate the premises, including any ground (if any) for fleas and ticks and clean all carpets when Tenant vacates the premises. The contractors used will be the Landlord's contractors and the cost will be competitive and borne by the Tenant.
 - d. Tenant will provide adequate and regular veterinary care of pet, ample food and water, and will not leave pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter pans as well as sleeping and feeding areas.
 - e. It is further understood and agreed that if efforts to contact the Tenant are unsuccessful, the Landlord or the Landlord's agents may enter Tenant's apartment if there is reasonable cause to believe an emergency situation exists with respect to the pet. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the pet to be put out for board, any and all costs incurred will be the sole responsibility of the Tenant.
 - f. Tenant agrees to indemnify. Hold harmless and defend Landlord or Landlord's agents against all liability judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant's service animal.
 - g. If a dispute arises out of this contract and cannot be settled through negotiation, the Landlord and Tenant agree first to try in good faith to settle the dispute by medication administered either by a local mediator or by the American Arbitration Association under commercial meditation rules. If the parties cannot agree on which agency shall administer the mediation the _____'s (Landlord or Tenant) choice shall be govern.

Tenant: _____ Date: _____

Landlord: _____ Date: _____