

**Makaha Surfside AOA  
HOUSE RULES SECTION "H" PETS**

**APPROVED, FEBRUARY 20, 2010**

**EFFECTIVE MARCH 31, 2010**

**Definition – Pet is defined as any domesticated bird, cat, dog or aquatic animal kept within an aquarium. Only one four-legged furry, warm bodied pet per unit will be permitted. The weight of a dog or cat shall not exceed 25 pounds (adult size). One small or medium sized bird or two small birds (parakeet size) may be kept. Only one aquarium, which shall not exceed 25 gallons, may be kept. Dogs and cats must be spayed or neutered. This definition does not include animals that are used to assist the disabled.**

**Registration -Prior to housing any pet on Makaha Surfside premises, a resident shall register their animals.**

**1.**

**Registration Requirements:**

**a.**

**A Refundable Registration fee of fifty dollars (\$50.00) which is refundable within 14 working days after the pet permanently leaves the Makaha Surfside property, the pet tag is returned and any outstanding pet related fines are paid.**

**b.**

**Completed Standard Pet Application Form and Revocable Pet Agreement. This form is available at the Makaha Surfside Office and must be completed prior to bringing or maintaining said animal on the premises which includes the individual units and all common areas while in transit. Existing pet owners are also subject to the registration requirement herein and must comply with these rules.**

**c.**

**Written approval from the unit owner if registration is being done by a**

**tenant.**

**d.**

**A current dog license issued by the appropriate Government authority.**

**e.**

**Signed veterinarians' statement verifying that the animal is in good health, has no communicable diseases or pests, and, in the case of cats and dogs, is spayed or neutered.**

**f.**

**Evidence that the dog or cat has received all current inoculations or boosters required by State and County laws and regulations must be provided.**

**g.**

**Evidence of Pet owners insurance. Pet owners are required to carry liability insurance; \$300,000 minimum coverage. Proof of such insurance shall be provided to the Makaha Surfside Office at time of registration.**

**h.**

**A color picture of the pet, except for fish, must be provided both at the time of application and when the pet reaches adult size.**

**i.**

**Each pet is required to wear the identification tag at all times. In the event that a pet tag is lost or stolen, a replacement tag will be issued at a cost of \$25.00. Birds and aquatic pets are exempt from the tag rule.**

**j.**

**The Makaha Surfside office must be notified within 48 hours of any changes, modifications, deletions or additions of pets. For the protection of all parties in identifying current pet occupancy and ownership, tenants must comply with the registration procedures as specified herein when they intend to introduce any replacement pets into the community. Aquarium and bird owners are exempt from said fee and tagging requirements.**

## **2. Exception-Reasonable accommodations for Service Dogs under ADA rules and assistance animals under FHA and HUD rules.**

**No permanent resident Service Dog or assistance dog shall occupy the MSS complex until a request for reasonable accommodations has been made and granted to the animal and has been identified by photo ID. All assistance dogs shall comply with the MSS pet rules except for the reasonable accommodation that was granted ( ie large dog or need to use common areas ) or other issues allowed under HUD rules. Service Dogs may have limits on use of the common areas if the owner's disability does not require assistance in those areas. Note comfort dogs and therapy dogs are not Service Dogs. Service Dogs and assistance animals can be removed from the MSS complex if they become a nuisance or there is an issue of health and safety or liability to the MSS.**

**Reasonable accommodations shall be granted to Service Dogs under the ADA rules which state the following: Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.**

**Reasonable accommodation to assistance animals shall be granted under the FHA and HUD rules as following: An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides**

**emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Housing providers are to evaluate a request for a reasonable accommodation to possess an assistance animal in a dwelling using the general principles applicable to all reasonable accommodation requests. After receiving such a request, the housing provider must consider the following:**

**(1) Does the person seeking to use and live with the animal have a disability — i.e., a physical or mental impairment that substantially limits one or more major life activities?**

**(2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?**

**If the answer to question (1) or (2) is "no," then the FHA and Section 504 do not require a Reasonable accommodation.**

**The animal can also be denied if an undue financial and administrative burden or would fundamentally alter the nature of the housing provider's services.**

**The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable**

**accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.**

**The reasonable accommodation to allow a service dog or an assistance animal in a residential unit in the MSS is the responsibility of the unit owner or agent. The management of the MSS will only make a reasonable accommodation if there is a need for dog or animal to have a variance to the MSS pet policies ( ie large dog, or access to common areas ).**

**Anyone requesting a reasonable accommodation shall submit a written request to the MSS operations manager stating why they need a reasonable accommodation to a MSS pet rule ( ie large dog ). The request should contain information as to the disability if not known. Documentation stating the disability affects a life function and the need for an animal to correct the life function. A doctor's letter can aid in this documentation. Documentary statement that the animal is trained for the life function or what service function does the animal actually performs to correct one of more life functions The operations manager of the MSS will review the written request to determine if the reasonable accommodation needs to be granted. The manager may request additional documentation or contact the doctor to verify the need (ie therapy dog for a health problem which is not a disability of life functions, which would not qualify it as a reasonable accommodation, or is there a need for a true assistance dog that performs a true service that corrects a life function and has this dog shown it can perform these functions). If all the information has been received by the MSS Operations manager, the manager shall inform the applicant within 10 days of the outcome and any restrictions placed on the accommodation.**

**If the reasonable accommodation is denied by the MSS operation manager the applicant may request the MSS board of directors review the request and they may submit any addition documentation within 10 days. The board of directors shall make a final determination with 15 days**

**3.**

**Restrictions, Dangerous Propensities, Nuisances, etc. -Breeds of dogs that have been commonly recognized to have dangerous propensities, create noise or other nuisances, endanger the safety or quiet enjoyment of other residents in the community, or have known breed or individual characteristics more likely to cause injury to others, will not be allowed in the Makaha Surfside Community. Such breeds include, but are not limited to, Rottweiler, Pit bull, Doberman pincher, certain shepherds, Chows, and any other dog that has such inbred characteristics, or is known to have been bred or trained to be an attack, gaming or fighting animal. Additionally, residents shall use prudence in selecting breeds by avoiding those known for excessive barking or baying (i.e. beagles, hounds, etc.).**

**4.**

**Location Restrictions -Pets are prohibited from the common areas except while in transit to exit the project while being carried by the registrant or on a leash no longer than a 6 foot and under the control of the registrant. While in transit, dogs are to be muzzled if not being carried by the registrant. Pets are not allowed in elevators unless they are held in the arms by the registrant. Pets are not allowed on the landscaping, grass areas and breezeway landscaping.**

**5.**

**Allowed Areas – Notwithstanding the restrictions listed in number four above, Pets are allowed in the following areas while in transit:  
Walkways leading to the perimeter and perimeter walkways.**

**6.**

**City and County Ordinance – All dogs residing within Makaha Surfside must be licensed annually in accordance with the City and County dog license requirements. Such license identification number shall be provided to the Makaha Surfside office within 30 days of pet registration. A current license tag must be visibly evidenced on all resident dog collars.**

**7.**

**Sanitation -While traversing the hallways, garages or sidewalks of Makaha Surfside with a pet, the resident must have at all times and in plain site, a plastic bag and/or poop scoop device for the purpose of immediately removing any pet waste deposited on any lawn or ground areas.**

**a.**

**The pet owner shall immediately remove any pet waste deposited by the pet in all common areas where said pet is permitted. Pet waste must be placed in a secure plastic bag and carefully sealed before being discarded. Discarding of all animal droppings in said bag shall be in appropriately designated disposal locations either on or off premises. Failure to comply with this directive is a violation and will result in a fine as provided for herein. Where litter boxes are in use by residents' pets, the contents must be disposed of by tightly securing in a plastic bag or similar container. Under no circumstances is litter to be thrown away unwrapped, or flushed down toilets. Plumbing problems and/or associated repairs will be billed to the offending residents who are cited and found guilty of this violation.**

**8.**

**Visiting Pets – Visiting pets are not allowed on the premises. However, visiting guests shall be allowed entry with their pet for the specific purposes of delivering or picking up a resident or other visiting person; that said guests must remain in the vehicle with their pet from the time of entry to the time of exit. Violation of this section shall subject the owner of the unit to a violation and fines. Trained service animals**

**are exempt from this rule provided that all rules regarding the conduct and control of the animal are strictly followed**

**9.**

**Pet Sitting – Resident pet owners who allow a neighbor to assume responsibility for their pet must notify the Makaha Surfside office of the temporary arrangement. Residents may not, even temporarily, keep a non-registered pet owned by another person in their dwelling unit or more than the specified maximum number of pets in a unit.**

**10. Noise and Nuisance – All rules and regulations relating to nuisance matters, such as excessive barking and the like, will be strictly enforced and subject the owner of the unit to citation and fine.**

**Resident pet owners are required to control noise and odor caused by a pet. Any noise or odor which adversely affects any other resident is not permitted.**

**11. Spay and Neuter – Keeping a pet for breeding purposes or to allow a pet to breed is strictly prohibited at Makaha Surfside. To avoid the citation process, all pets shall be spayed or neutered within a reasonable period of time according to accepted veterinarian practices with veterinarian certification provided to the Makaha Surfside Office.**

**12. All Animals -No resident shall keep or maintain any wild or non-domesticated or potentially dangerous animal, any animal commonly known as a farm animal, domesticated farm animal or any animal commonly maintained on a farm for the purpose of breeding for its fur, feathers, byproducts or for human consumption, or as may be found in specialty meat markets, on the premises of Makaha Surfside, either in a unit or common area. Tropical or aquarium fish may be kept in secure tanks no larger than 25 gallons. The Board of Directors reserves its right and responsibility to review the appropriateness of all animals brought on the premises of Makaha Surfside.**

**13. Stray Cats and Dogs – Residents shall report cats and/or dogs who are unattended by a resident to Operations Staff. At no time are**



**residents to feed the animal(s). This will be considered maintenance of a nonregistered animal and will be an immediate fine.**

**a.**

**Releasing of Trapped Cats – It is current practice to trap stray cats and have them removed from the property. These cats cause damage to landscaping and resident vehicles. Residents caught releasing these animals will be in immediate violation of the Makaha Surfside AOA pet rules and subject to fines.**

**14. Feeding of Animals – Feeding of any animals in common areas is expressly forbidden. This includes stray cats, birds or any other wild or domesticated animal.**

**15. Removal of Pets**

**a.**

**Makaha Surfside AOA reserves the right to immediately remove vicious animals i.e. any animal that growls, jumps, nips, bites, scratches or otherwise threatens a human or another pet.**

**b.**

**Emergency Removal: In the event of any emergency related to a pet, and in the event there is no state or local authority (or designated agent of such an authority), Makaha Surfside AOA reserves the right to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents of Makaha Surfside AOA, their guests, and/or staff. Subject to execution of an agreement by the resident pet owner, a representative of Makaha Surfside AOA, along with Operations Personnel, may enter the premises, if necessary, to remove the pet only if the resident pet owner refuses to remove the pet at the request of Makaha Surfside AOA, or if Makaha Surfside cannot contact the resident pet owner to make a removal request, and may take such action with respect to the pet as may be permissible under federal, state and local laws, which may include placing the pet in a facility that will provide care and shelter for a period not to exceed thirty (30) days.**

**c.**

**Resident pet owner or resident pet owner's estate shall remain responsible for any and all damages, injuries and related expenses caused by the pet, which may include; payment of any legal expenses incurred by Makaha Surfside AOA in the enforcement of this policy and provisions.**

**d.**

**Pet Safety – If the health or safety of a pet is threatened by the death or incapacity of the resident pet owner, or by other factors that render the resident pet owner unable to care for the pet, and pursuant to the authorization in the Pet Ownership Registration Form, Makaha Surfside AOA may contact a responsible party or parties listed on the Pet Ownership Registration form for the purpose of removing and caring for the animal. If the responsible party or parties are unwilling or unable to care for the pet, Makaha Surfside AOA may contact the appropriate state or local authority and request the removal of the pet. If there is no state or local authority, Makaha Surfside AOA may remove the pet and place it in a facility that will provide care and shelter until the responsible party or representative may be contacted, or the resident pet owner is able to assume responsibility for the pet, but not for longer than thirty (30) days. The cost of the animal care shall be borne by the resident pet owner. If the resident pet owner or resident pet owner's estate is unable or unwilling to pay, and upon the authorization of Makaha Surfside AOA's Board of Directors, the cost of the animal care facility may be paid by the Board and assessed as a special assessment to the unit owner's account.**

**e.**

**Under the authorization in the Pet Ownership Registration Form, in the event that no resolution, as related to the care of the pet under this section is made within thirty (30) days as aforesaid, Makaha Surfside AOA is authorized to deliver the pet to any local humane society or other pet society/association.**

**16. Agreement to Comply, Damages, Citations, Fines and Remedies – All Residents owning a pet pursuant to these rules are hereby placed on notice of, agree to, and shall comply with, the following requirements:**

**a.**

**Property Damage – Unit owners will be held responsible for any and all damages caused by pet(s) or other animals residing in their unit for any common area, neighboring unit or real or personal property and personal injury.**

**b.**

**Citations and Fines -Citations will be issued for any and all violations of these pet rules. After due process notice to the registrant and/or owner of a unit of any violation, the registrant and/or unit owner will have an opportunity for a hearing before the Board of Directors pursuant to existing rules and regulations and state law. Upon a finding of a failure to comply by the Board of Directors, there shall be a fine of \$10.00 per day imposed upon the unit owner until the problem is corrected.**

**c.**

**Hold Harmless, Insurance, etc. -All pet owners and residents of Makaha Surfside shall hold the Makaha Surfside AOA, the Makaha Surfside Board of Directors, the Makaha Surfside Management Company and its employees, and other residents and owners of units within Makaha Surfside, harmless from any liability, claim, lawsuit, or the like, for property damages or bodily injuries caused by their resident or visiting pet. All owners and residents maintaining a pet(s) on the premises must have a minimum of \$300,000 liability insurance to covering property damage and bodily injury caused by said pet(s).**

**d.**

**Additional Obligations and Penalties -Failure to comply with the penalty or pet removal provisions and remedies of subparagraph a. and b., above may days. The board of directors shall make a final**

**determination with 15 days result in liens and/or other legal action as the law provides. By processing the pet registration form, the registrant and/or unit owner, as the case may be, acknowledges and understands that any violation of these rules may result in damages, including reasonable attorney's fees and costs, being charged to them.**