

ASSOCIATION OF HOME OWNERS OF OPUKEA AT LAHAINA
Animal Policy

Section H of the Opukea at Lahaina Community Rules is deleted in its entirety and replaced with the following:

H. ANIMALS

1. Pets. Only common household pets are allowed at Opukea at Lahaina, such as dogs, cats, fish, and birds.
2. Dogs and Cats. Effective on January 1, 2017, the total number of dogs and cats is limited to two dogs OR two cats OR one dog and one cat per Home. Occupants who have more cats or dogs than permitted under this rule will be "grandfathered" and will be allowed to keep their cats and dogs, but only if all their pets are registered with the Board or Managing Agent prior to December 31, 2016. The authorization to have "grandfathered" pets is not transferable and automatically terminates when the residents move out of Opukea at Lahaina. Any occupant with more than the allowable number of dogs or cats that have not been registered as of January 1, 2017 will be in violation of the Animal Policy.
3. Assistance Animals. The Board will, upon request, authorize a disabled person to have an assistance animal that would otherwise not be allowed under these rules if an exemption is required by the federal Fair Housing Act (and its State counterpart, Chapter 515 of the Hawaii Revised Statutes).
4. Registration. The Owner or Occupant of any Home in which a pet or assistance animal is to be kept pursuant to these rules shall register the animal with the Board or the Managing Agent prior to or immediately upon bringing such animal onto the Community. The animal owner must sign an acknowledgment that they have received and read this policy and will take full responsibility for their animals.
5. Common Areas. All animals must be kept on a short leash or harness, in a cage, or carried by someone who can control the animal while in the common areas of the Community. No animal shall be permitted to be tied or chained in the common areas.
6. No Animal Nuisances. 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. (Animal owners should review the Maui County Code regarding animal nuisances. In particular, a dog creates a nuisance if it damages the common areas, if it barks excessively or causes other excessive noisemaking, or if it chases vehicles, persons, or other animals. The animal owner can be cited by law enforcement or fined by the Association.) If a subsequent incident occurs, the animal may have to be permanently removed from the Community or, in the case of assistance animals, some corrective measure must be taken to inhibit the noise or otherwise mitigate or eliminate the

- nuisance. The assistance animal must be removed if its owner is unable to mitigate or eliminate the nuisance.
7. Breeding. Animals shall not be kept, bred, or used for any commercial purpose.
 8. Damage. Animal owners are fully responsible for any actions of their animals that cause personal injury or property damage to the structures, grounds, flooring, walls, trims, finish, tile, carpeting, stairs or other portion of the Community. An animal owner must indemnify, hold harmless and defend the Association from any liability, damages, judgments, or expenses (including attorneys' fees), incurred or resulting from the actions of his or her animal. The Owner of the Home in which the animal is kept will be responsible for the injury or damage if the animal owner does not take responsibility.
 9. Animal Waste and Health Concerns. Owners and Occupants are responsible for the immediate and proper removal and disposal of all fecal matter of animals kept in their Homes. No animal shall be permitted to create any odor or unsanitary condition, including flea or tick infestations, either in the animal owner's Home or on the common areas. Animal owners must pick up and dispose of all animal waste in a sanitary manner and ensure that any animal waste is securely wrapped. 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.
 10. Removal. Any animal which is a nuisance or causes unreasonable disturbance to any Occupant or causes damage to the Community shall be removed by its Owner or by the Occupant of the Home in which it is kept promptly upon the request of the Board. In the case of assistance animals, the owner of the assistance animal will be given a warning and the assistance animal owner must pay to repair or restore any damages. The assistance animal must be removed from the Community if the assistance animal causes any subsequent damages to the common areas.
 11. Absence. If an animal owner leaves the Home for an extended period of time, the owner must arrange for a caretaker to come to the Home to take care of the animal. The Association's employees or agents may enter the animal owner's Home 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.
 12. Mediation. If a dispute arises and cannot be settled through negotiation, the animal owners must first try in good faith to settle the dispute by mediation administered by the Maui Mediation Services.