

## REQUEST FOR ACTION

<b>To</b>	The Collection Board of Directors			
<b>Subject</b>	Pet Rules Revisions			
<b>Preparer</b>	Governance Committee Chair, Wei-Kung Wang			
<b>Date</b>	11/15/21	<b>For Board</b>	x	<b>Action</b>
				<b>Info</b>

### EXECUTIVE SUMMARY

After a dog bite incident that occurred in January 2021, the Board recommended the Governance Committee (GC) review and revise the Association Rules, Section 6: Pets and Assistance Animals.

The GC has held 3 GC meetings (3/17/2021, 5/19/2021 and 8/18/2021) regarding Section 6 of the Association Rules.

There was a general agreement on clauses 6.1 to 6.4 and 6.7 to 6.12, which include a pet liability insurance of \$500,000 minimum for dog owners who are renting a unit.

### RECOMMENDATION

Regarding clauses 6.5 (weight limit of 35 lbs.) and 6.6 (grandfather clause),

The GC has decided to present two versions of the revised Association Rules, Section 6, to the Board meeting.

**The first version** has the grandfather rule for all dog owners (unit owner or renters) who owned a large dog weighing over 35 lbs. prior to MM/DD/YYYY (effective date of the revised House rule) until the dog is deceased.

**The second version** has a special grandfather rule for all unit owners who owned a large dog weighing over 35 lbs. prior to MM/DD/YYYY being exempt from dog weight limit. Thus, the grandfather rule will be applied to renters who owned a large dog weighing over 35 lbs. prior to MM/DD/YYYY until the dog is deceased.

**See attached Revised rules.**

### RATIONALE

Under the current Association rules (no weight limit), more people are bringing large dogs in and there are at least two Pit Bulls (#1 dangerous breed based on several reports, 55 to 65 lbs.) in the Collection now.

The management team noted that the weight limit of 35 lbs. was based on the Hokuia pet rules, which our insurance agent highly recommended. As for the grandfather rule for weight limit, dog owners attending the meeting suggest a grandfather rule for all unit owners who owned a large dog weighing over 35 lbs. being exempt from dog weight limit.

Exhibits (If applicable)	Index	Title
		Pet Rules (Grandfather Dogs & Owners) 2021 08 19

FOR BOARD USE ONLY											
CERTIFICATE OF BOARD ACTION											
X	Approved		Declined		Noted		Returned		Deferred		Withdrawn
Stipulations											
<p><b>A motion was made</b> by Vice President Wang to accept the recommendation from the Governance Committee for version #1 that grandfathers all dog owners who owned a large dog weighing over 35 pounds until the dog is deceased. <b>The motion failed for lack of a second.</b></p> <p><b>A motion was made</b> by Vice President Wang and seconded by Director Lew to accept the recommendation from the Governance Committee for version #2, that allows for a special grandfather rule for all unit owners who owned a large dog weighing over 35 pounds to be exempt from the dog weight limit. The grandfather rule will be applied to renters who owned a large dog weighing over 35 pounds until the dog is deceased, with the provision that the Governance Committee continuing to pursue consultation or mediation with the Humane Society to identify a better way to regulating dogs subject to attorney review and notification of all residents. There were four votes in favor with President Funakoshi opposing. <b>The motion carried.</b></p>											
Coordinating Instructions											
Distribution Instructions											
Recording Secretary	Desmond Oliveira				Action Date	11/23/21	RFA No.	03-2021			

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### SECTION 6. PETS & SERVICE ASSISTANCE ANIMALS

The term "Assistance Animals" shall be defined Under the Fair Housing Act (FHA). According to the FHA, there are two types of assistance animals: (1) service animals and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities.

~~6.14~~ Residents must register their dogs, cats and any service assistance animals with the Resident Manager or Managing Agent/Management Office. With the Exception of assistance animals, eEach Resident shall pay an annual registration fee for each dog and cat to defray the Association's additional costs of dealing with pet-related issues, including cleaning associated with the presence of pets and maintenance of the pet registry. Such fee shall initially be \$75 per dog or cat per year.

Commented [TCM1]: Relocated. Originally 6.4

~~6.2~~ Each owner of a pet or Assistance Animal and the owner of the Unit in which such pet or Assistance Animal is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet or Assistance Animal in the Unit and the Project.

Commented [TCM2]: Relocated. Originally to 6.6.

~~6.3~~ Dog Owners who are renting a unit shall obtain renters insurance with a liability coverage requirement of \$500,000 minimum. Such insurance shall be at the sole cost of the dog owner.

~~6.4~~ A maximum of two (2) dogs and/or cats may be kept or housed in each Unit as domestic pets (and not for commercial or breeding purposes). In addition, a reasonable number of small pet birds (such as canaries and parakeets) and fish may be kept as domestic pets in cages or aquariums within a Residential Unit. All pets shall be subject to the restrictions in the Declaration, Bylaws and these Association Rules. All other animals are banned from the Project, except as provided in the Declaration and Bylaws with respect to Service Assistance Animals as defined below.

~~6.5~~ The following restrictions for dogs shall apply.

- a. Dogs that are prohibited are those that demonstrate a propensity for dominant or aggressive behavior as indicated by, but not limited to, any of the following conduct: unprovoked barking, growling, or snarling at people approaching the pet; aggressiveness toward people; biting or scratching people.
- b. Dogs shall not exceed thirty-five (35) lbs. in weight fully grown.
- c. No infant or juvenile pet of a type of breed which, when fully grown, is likely to exceed a maximum of thirty-five (35) lbs. in weight, may be kept in the project.

~~6.6~~ Any Dog Owner who has owned a large dog weighing over thirty-five (35 lbs.) prior to MM/DD/YYYY shall be exempt from Association Rule 6.5. Those specific dogs shall be grandfathered in until the dog is deceased.

~~6.7~~ Pets must be kept within the interior of a Residential Unit. No animal shall be allowed or kept on the unit lanais or in a storage locker or storage room, not on its Lanai, and no animals may be placed or kept in storage lockers. Pets shall be walked only in exterior areas allowed by the Board or in the Tower's dog run. Pets are otherwise strictly prohibited from the Tower Recreation Facilities. Pets shall not be allowed in the Common Elements except in transit to a vehicle, an approved exterior area, or the dog run. Pets outside of Units shall be carried or on a short leash the length of which being no more than 2 feet from the handler's feet. When outside a Unit, all pets must wear The Collection pet tag at all times. Such tag shall be provided to the pet owner upon completion of registration, dogs and cats shall wear a collar with a tag or label with their owner's name and phone number.

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~~6.8~~ Cats shall not be permitted in any of the common elements, including the dog run and dog wash area, except while in transit to a vehicle or approved exterior area.

~~6.93~~ No Resident shall permit his or her pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the Common Elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such Resident.

~~6.4~~ Residents must register their dogs, cats and any service animals with the Resident Manager or Managing Agent. Each Resident shall pay an annual registration fee for each dog and cat to defray the Association's additional costs of dealing with pet-related issues, including cleaning associated with the presence of pets and maintenance of the pet registry. Such fee shall initially be \$75 per dog or cat per year.

~~6.105~~ Pets shall not be permitted to cause or create a disturbance to any other Owner or Resident, including but not limited to excessive barking by dogs. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Owner, Resident or guest may be ejected from the Project; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the board, in its sole discretion may give the pet's owner an opportunity to remedy the situation short of ejection. If such animal is ejected, the animal owner shall have thirty (30) days from the date of the notice of ejection to remove the animal from the project. A tenant of a Unit owner must obtain the written consent of the Unit owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept by a Unit owner.

~~*Dogs that are prohibited are those that demonstrate a propensity for dominant or aggressive behavior as indicated by, but not limited to, any of the following conduct: unprovoked barking, growling or snarling at people approaching the pet; aggressiveness toward people; biting or scratching people.*~~

~~6.6~~ Each owner of a pet or Service Animal and the owner of the Unit in which such pet or Service Animal is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet or Service Animal in the Unit and the Project.

~~6.7~~ Any damage to the Project caused by a pet or Service Animal shall be the full responsibility of the owner of the animal and the owner of the Unit in which the animal is kept and the costs of repair or replacement shall be specially assessed to such person(s).

~~6.118~~ Certified guide dogs, signal dogs or other animals upon which disabled Owners or Residents depend for assistance ("assistance animals~~Service Animals~~") shall be permitted to be kept by such Owners and Residents in their Unit and shall be allowed to walk throughout the Common Elements while on a short leash, provided that such animals shall at all times be accompanied by their owners while present upon the Common Elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Resident, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejecting the animal from the Project. Ejecting the ~~service~~ assistance animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such animal is ejected, the animal owner shall have thirty (30) days from the date of the notice of ejection to remove the animal from the project, it will nonetheless be allowed to remain at the Project for a reasonable period of time agreed upon between the owner and Board. The owner will therefore attempt to find a suitable replacement animal, provided that the problem is controlled to a significant degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of other

Commented [TCM3]: Relocated under Rule 6.5.

Commented [TCM4]: Relocate to 6.2

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Residents or Project staff.

~~6.12~~ Any damage to the Project caused by a pet or Service Animal shall be the full responsibility of the owner of the animal and the owner of the Unit in which the animal is kept and the costs of repair or replacement shall be specially assessed to such person(s).

**Commented [TCM5]:** Relocated. Originally 6.7

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#### SECTION 6. PETS & SERVICE ASSISTANCE ANIMALS

The term "Assistance Animals" shall be defined Under the Fair Housing Act (FHA). According to the FHA, there are two types of assistance animals: (1) service animals and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities.

6.14 Residents must register their dogs, cats and any service assistance animals with the Resident Manager or Managing Agent/Management Office. With the Exception of assistance animals, eEach Resident shall pay an annual registration fee for each dog and cat to defray the Association's additional costs of dealing with pet-related issues, including cleaning associated with the presence of pets and maintenance of the pet registry. Such fee shall initially be \$75 per dog or cat per year.

Commented [TCM1]: Relocated. Originally 6.4

6.2 Each owner of a pet or Assistance Animal and the owner of the Unit in which such pet or Assistance Animal is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet or Assistance Animal in the Unit and the Project.

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6.3 Dog Owners who are renting a unit shall obtain renters insurance with a liability coverage requirement of \$500,000 minimum. Such insurance shall be at the sole cost of the dog owner.

6.4 A maximum of two (2) dogs and/or cats may be kept or housed in each Unit as domestic pets (and not for commercial or breeding purposes). In addition, a reasonable number of small pet birds (such as canaries and parakeets) and fish may be kept as domestic pets in cages or aquariums within a Residential Unit. All pets shall be subject to the restrictions in the Declaration, Bylaws and these Association Rules. All other animals are banned from the Project, except as provided in the Declaration and Bylaws with respect to Service Assistance Animals as defined below.

6.5 The following restrictions for dogs shall apply.

- a. Dogs that are prohibited are those that demonstrate a propensity for dominant or aggressive behavior as indicated by, but not limited to, any of the following conduct: unprovoked barking, growling, or snarling at people approaching the pet; aggressiveness toward people; biting or scratching people.
- b. Dogs shall not exceed thirty-five (35) lbs. in weight fully grown.
- c. No infant or juvenile pet of a type of breed which, when fully grown, is likely to exceed a maximum of thirty-five (35) lbs. in weight, may be kept in the project

6.6 Grandfather Clause:

- a. Any Dog Owner who has owned a large dog weighing over thirty-five (35 lbs.) prior to MM/DD/YYYY shall be exempt from Association Rule 6.5. Those specific dogs shall be grandfathered in until the dog is deceased.
- b. Any Unit Owner who has owned a large dog weighing over thirty-five (35 lbs.) prior to MM/DD/YYYY shall be exempt from Association Rule 6.5. Those specific Unit Owners shall be grandfathered in.

6.7 Pets must be kept within the interior of a Residential Unit. No animal shall be allowed or kept on the unit lanais or in a storage locker or storage room, not on its Lanai, and no animals may be placed or kept in storage lockers. Pets shall be walked only in exterior areas allowed by the Board or in the Tower's dog run. Pets are otherwise strictly prohibited from the Tower Recreation Facilities. Pets shall not be allowed in the Common Elements except in transit to a vehicle, an approved exterior area, or the dog

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run. Pets outside of Units shall be carried on a short leash the length of which being no more than 2 feet from the handler's feet. When outside a Unit, all pets must wear The Collection pet tag at all times. Such tag shall be provided to the pet owner upon completion of registration, dogs and cats shall wear a collar with a tag or label with their owner's name and phone number.

6.8 Cats shall not be permitted in any of the common elements, including the dog run and dog wash area, except while in transit to a vehicle or approved exterior area.

6.93 No Resident shall permit his or her pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the Common Elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such Resident.

~~6.4 Residents must register their dogs, cats and any service animals with the Resident Manager or Managing Agent. Each Resident shall pay an annual registration fee for each dog and cat to defray the Association's additional costs of dealing with pet-related issues, including cleaning associated with the presence of pets and maintenance of the pet registry. Such fee shall initially be \$75 per dog or cat per year.~~

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~~6.7 Any damage to the Project caused by a pet or Service Animal shall be the full responsibility of the owner of the animal and the owner of the Unit in which the animal is kept and the costs of repair or replacement shall be specially assessed to such person(s).~~

6.118 Certified guide dogs, signal dogs or other animals upon which disabled Owners or Residents depend for assistance ("assistance animals~~Service Animals~~") shall be permitted to be kept by such Owners and Residents in their Unit and shall be allowed to walk throughout the Common Elements while on a short leash, provided that such animals shall at all times be accompanied by their owners while present upon the Common Elements. If such a certified guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Resident, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejecting the animal from the Project. Ejecting the ~~service~~ assistance animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such animal is ejected, the animal owner shall have thirty (30) days from the date of the notice of ejection to remove the animal

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~~from the project, it will nonetheless be allowed to remain at the Project for a reasonable period of time agreed upon between the owner and Board.~~ The owner will therefore attempt to find a suitable replacement animal, provided that the problem is controlled to a significant degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of other Residents or Project staff.

~~6.127~~ Any damage to the Project caused by a pet or Service Animal shall be the full responsibility of the owner of the animal and the owner of the Unit in which the animal is kept and the costs of repair or replacement shall be specially assessed to such person(s).

**Commented [TCM5]:** Relocated. Originally 6.7