

**APPENDIX A
ANIMAL RESPONSIBILITY STATEMENT**

In accordance with the Condominium Instruments, it is hereby agreed by and between Poinciana Manor and the Resident of the Unit identified below that the Resident may have the below listed animal in the Apartment, subject to the following terms and conditions:

Description of animal: _____

1. An animal is not allowed out of the Unit unless it is on a leash, caged, or hand-carried;
2. Any damage to Poinciana Manor caused by an animal will be the responsibility of the Owner and Resident of the Unit. The Owner shall be responsible for, and agrees to pay, the full cost of cleaning, repair, removal and/or replacement of any damaged items;
3. The Owner and Resident is responsible for any personal injury or personal property damage caused by an animal to or at Poinciana Manor. Dog owners shall purchase liability insurance for this purpose.
4. The Owner and Resident agree that any justified complaints resulting from unreasonable noise or any damage due to an animal may result in a fine or removal of the animal;
5. The Owner and Resident acknowledge an understanding of, and agree to abide by, all animal regulations set out in these House Rules;
6. The Owner and Resident may be fined for each violation of the House Rules. A violation which occurs over more than one day, may result in a fine for each day the violation occurs, and;
7. The Board of Directors may order the immediate removal of an animal from Poinciana Manor should the Board of Directors deem the animal to be a nuisance, except that the owners of assistance animals may be given additional time to find a replacement animal.

This Agreement is neither transferable nor assignable, and applies only to the animal described above and the undersigned.

Signed — Owner

Date

Unit Number

Signed — Tenant (if applicable)

Date

Approved: _____
(Site/Resident Manager)

Date

Paragraph 5.9. Damage. Any Owner or Resident who damages, alters or destroys any Poinciana Manor property in a common area, or who removes property from a Poinciana Manor common area, shall be liable for the cost of any and all repairs or replacement of that property.

PART 6 – ANIMALS

Paragraph 6.1. Policy. No non-human animals of any kind shall be allowed or kept in any part of the project except as explicitly authorized herein. A dog does not include any of the following breeds of dogs: Pure bred or mixed-breed Rottweilers, Pit Bulls or Doberman Pinschers. These breeds of dogs are not allowed at the project.

Paragraph 6.2. Weight. A fish tank may not exceed 25 gallons and a fish tank is not considered an animal. A dog shall not weigh over 60 pounds at maturity. Any other animal shall not weigh over 20 pounds at maturity.

Paragraph 6.3. Limit. Unless an animal has been previously grandfathered, an Owner or Resident of an apartment may have one animal. "Animal" means (a) dog [other than a dog listed in paragraph (2)]; (b) cat; (c) bird, or (d) any other small household animal approved by the Board of Directors as set out in the House Rules.

Paragraph 6.4. Animal Responsibility Statement. All animal owners must register their animal with the Resident Manager within 14 days of the date the animal is acquired. The animal owner shall sign an Animal Responsibility Statement. The Animal Responsibility Statement is set out in Appendix A. The Animal Responsibility Statement shall be maintained on file with the Resident Manager. All owners with an animal at Poinciana Manor who executed and filed an Animal Responsibility Statement on or before 5:00 p.m. on February 29, 2008 are grandfathered with regard to the Paragraphs 6.2 and 6.3. A tenant shall not have an animal unless (a) authorized in writing by the Owner and (b) any authorization is filed with the Resident Manager and Managing Agent.

Paragraph 6.5. Nuisance or Disturbance. The Owner of an animal causing a nuisance or unreasonable disturbance may be fined. In addition, any animal causing a nuisance or unreasonable disturbance to any other occupant of the property may be permanently removed from the project upon notice given by the Board of Directors or the Managing Agent. A nuisance shall include but is not limited to (a) failing to clean up after the animal, (b) animal odors entering the common area or another apartment, (c) unreasonable barking or other noise disturbances to other apartments, (d) animals with fleas or other bugs which spread to another unit or a common area, and (e) behavior which shows any sign of a dog being vicious. A dog shall be presumed to be vicious if it engages in any of the following activity, whether or not the dog is on a leash: (a) lunges at others, (b) attacks others or attempts to attack others, or (c) attacks or attempts to attack other animals. If a dog engages in any of the activities listed, the Board may require the immediate and permanent removal of the animal from the building. The burden of showing by clear and convincing evidence that the dog is not vicious shall be on the owner of the apartment in which the dog resides.

A dog (or any other animal as may be determined on a case-by-case basis by the Board of Directors) is not authorized at Poinciana Manor unless the owner of the apartment in which the dog

or other animal resides provides evidence of a current liability insurance coverage of not less than \$1,000,000. In response to a request by the Board of Directors, the owner of the apartment shall produce evidence satisfactory to the Board of Directors of the insurance liability coverage. Upon failure to produce the evidence of adequate insurance liability coverage, the Board of Directors may order immediate removal of a dog or other animal from the project. To protect the assets of the project from a judgment, the Board of Directors may make a reasonable upward adjustments (but not reduce) of the amount of liability insurance coverage required.

Paragraph 6.6. Damage. An Owner shall be responsible for any damage at Poinciana Manor caused by any animal housed within the Owner's Apartment, including any and all costs of cleaning, removal and replacement or repair of any damage. The owner of an apartment in which an animal is maintained is responsible for any personal injury or other damage to the project caused by the animal. Damage includes but is not limited to damage to any apartment or common area. The owner's responsibility shall include all costs (including hourly employee expense) to correct damage associated with restoring damaged property to the condition which existed prior to animal damages.

Paragraph 6.7. Liability. An Owner shall be responsible for any personal injury or personal property damage caused to any Owner or Resident or other individual authorized to be at Poinciana Manor by any animal owned by the Owner or Resident. It is the intent of this Paragraph to make Owners responsible for animal damage caused by a Resident using an Apartment with or without the permission of the Owner.

Paragraph 6.8. Vaccinations. All animals at Poinciana Manor shall have proper vaccinations and dogs must be registered with the City & County of Honolulu, as required by law.

Paragraph 6.9. Stray Cats. Cats found roaming around the property are subject to entrapment by an appropriate authority or the Resident Manager and staff. Cats entrapped by the Resident Manager or staff will be turned over to the appropriate authority.

Paragraph 6.10. Cleaning Up After an Animal. A animal owner is responsible for cleaning up after the animal. Failure to clean up after an animal will result in a fine of no less than \$250. A second incidence will result in a fine of no less than \$500. The Board, in its discretion, may order a animal removed from the property upon determination that an Owner has failed to clean up after an animal or has otherwise violated this Part, for a second time.

Paragraph 6.11. Odors Entering Common Areas or Apartment Units. An animal owner shall prevent animal owners from entering the common area or another apartment.

Paragraph 6.12. Commercial Purpose. An animal owner shall not breed, keep or use animals for any commercial purpose.

Paragraph 6.13. Courtyard. Animals are not allowed at any time in the "courtyard". The "courtyard" is defined as the area shown in Map 1, which is attached to this instrument as Exhibit A and incorporated therein by reference, and includes at least (a) the swimming pool area; (b) the bathrooms; (c) both pavilions; (d) the pergola in the center of the courtyard (but not the pergola adjacent the BBQ area); (e) the BBQ area; (f) the children's play area; (g) all vegetation areas as

shown in Map 1; (h) the walkways as shown in Map 1; (i) the koi pond. The Board of Directors, through a House Rule, may define other areas of the project where animals shall not be allowed.

Paragraph 6.14. Animal Outside of an Apartment. An animal is not allowed out of an apartment unless (a) it is on a leash, (b) is caged or (c) is being hand-carried.

Paragraph 6.15. Grandfather Provisions. Animals on the grandfathered animal list as it exists on the Amendment to the Second Restatement of the By-Laws dated October 7, 2011. Upon the death of a grandfathered animal, the Owner of the grandfathered animal may replace the animal with another similar animal and continue to do so for as long as the Owner of the animal continues to reside at the project.

Paragraph 6.16. Guest visiting with animals. All House Rules regarding 'Animals' shall also apply to visiting guests.

Paragraph 6.17. Assistance Animals. All assistance animals must comply with the above rules, unless specifically exempted by the Board upon request from the owner of the assistance animal. In processing a request for an exemption, the Board may ask for verification by a qualified person of the need for an assistance animal, unless both the disability and the need for the assistance animal are obvious (such as a seeing-eye or guide dog).

The Board will exempt assistance animals from some rules *only* as required by the federal Fair Housing Act (and its State counterpart, Hawaii Revised Statutes Chapter 515). *The law does not require, however, that we tolerate animals that constitute a nuisance or cause a direct threat to the health or safety of other residents of the building.* Should the Board determine that an assistance animal is a nuisance or a direct threat to other residents or their property, the animal owner will be given an opportunity to correct the problem. The animal must be removed if its owner is unable to correct the problem.

PART 7 – PARKING AREAS

Paragraph 7.1. Definition. Parking stalls, with certain exceptions based on the specific stall, are defined as a generally rectangular area bordered by the parking curb, the parking stall number, the white line on one side and the white support pillars or walls on the other. The area in-between opposing parking stalls is common area and shall not be used for parking or storage of any items, including motorcycles, mopeds and bicycles. Vehicles may not protrude beyond two feet of the parking stall number.

Paragraph 7.2. Liability. Parking areas within Poinciana Manor are part of the common area. Poinciana Manor is not responsible for any damage, theft, or other loss by an Owner or Resident or any other individual using a parking area. Parking shall be at the risk of the individual using any parking area. Poinciana Manor assumes no liability for any loss or damage sustained while a vehicle is on the premises.

Paragraph 7.3. Usage and Waiver