

MARINA POINT CONDOMINIUM COMPANION/ASSISTANCE ANIMAL POLICY AND AGREEMENT

BACKGROUND

The Federal Fair Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Massachusetts General Laws, Chapter 151B require that applicants and Residents with disabilities be provided with “reasonable accommodations” as needed, in order for them to have an opportunity for full use and enjoyment of their housing. Allowing Residents and their guests who have disabilities to be accompanied by their Companion/Assistance Animals is a reasonable accommodation to housing policy and practice.

WHAT IS A COMPANION/ASSISTANCE ANIMAL?

Federal regulations broadly define an “assistance animal” to be “*animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Assistance animals—often referred to as ‘service animals’, ‘assistive animals’, ‘companion animals’, ‘support animals’, or ‘therapy 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 minimal 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.*” There is no legal requirement for Companion/Assistance Animals to be visibly identified or to have documentation.

WHAT IS THE DIFFERENCE BETWEEN A COMPANION/ASSISTANCE ANIMAL AND A PET?

Companion/Assistance Animals are not considered to be pets. A person with a disability uses a Companion or Assistance Animal as an auxiliary aid. Fair housing laws require modifications be made to “No Pet” policies to permit the use of a Companion/Assistance Animal by an individual with a disability.

REQUEST FOR COMPANION/ASSISTANCE ANIMAL ACCOMMODATION

The Resident who needs a Companion/Assistance Animal should submit a request in writing to management requesting an accommodation for the Resident’s disability, using the form approved for use by management, including the Addendum attached to this Policy. The Resident need not disclose the specific nature of his/her disability. In that Addendum, the Resident must designate what type of animal is proposed as a companion/assistance animal, i.e., cat, dog, etc. and shall provide documentation from a veterinarian to confirm the breed or breeds of any such animal. Until and unless the request is approved in writing, the Resident shall not maintain any animal upon the development grounds.

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REQUEST FOR REASONABLE ACCOMODATION

FOR A COMPANION/ASSISTANCE ANIMAL

1. I am requesting that I be allowed to keep a companion/assistance animal in my Unit because I have a disability or handicap as defined by one or more of the following: *A physical or mental impairment which substantially limits one or more major life activities; a record of such and impairment; or being regarded as having such an impairment.*

If I am not the person with a disability or handicap, the following member of my household has a disability as defined above:

Name: _____

Relationship (e.g. child, parent): _____

2. As a result of this disability or handicap, I am requesting an exception to the "no pet" policy to allow the following companion/assistance to reside in my unit # _____.
3. The breed of the requested companion/assistance animal is:

_____.

I understand and accept not to maintain any animal(s) in my unit until and unless my request is approved in writing by the Board of Trustees of Marina Point Condominium. I understand that the information provided herein will be kept completely confidential and used only to evaluate my request for reasonable accommodation.

Signed this _____ day of _____, 20_____.

Unit Owner/Occupant _____

Unit Number _____

VERIFICATION OF DISABILITY AND NEED FOR A COMPANION/ASSISTANCE ANIMAL

The Resident must provide written verification that s/he has a disability and that the accommodation is necessary to give the Resident equal opportunity to use and enjoy the community. The Resident is responsible for obtaining a signed letter from his/her healthcare provider which identifies the following (without exception);

- 1) the medical provider's expertise and experience;
- 2) the factual basis for his or her statements;
- 3) an explanation of how the Resident and/or any member of the Resident household meet the definition of "individual with handicap", including how the particular disability limits major life functions;
- 4) a description of the accommodation requested;
- 5) an explanation of the connection between any alleged disability and the accommodation requested
- 6) an indication if there are or may be other, alternative items or means of controlling any such problems, that is, whether there has been any determination as to whether such symptoms can be controlled by alternative therapy and/or medication and whether or not there are alternative methods of controlling any effects, including a description of such alternative methods.

All letters must be complete, according to the following guidelines, and signed by a medical professional before being presented to the Board of Trustees to review.

The request for such an accommodation will be processed according to any applicable reasonable accommodation policy adopted by the Board of Trustees of Marina Point Condominiums. If approved, Resident must sign the attached Agreement for Residents With Approved Companion/ Assistance Animals.

AGREEMENT FOR RESIDENTS WITH APPROVED COMPANION/ASSISTANCE ANIMALS

If you have any questions or need any assistance, please contact management. Feel free to have a representative, friend, or family member (with your written authorization) contact management on your behalf in order to obtain assistance, as this policy is not intended to unduly burden you in any way, but is intended to protect the health, safety, and welfare of all residents and community members.

1. REGISTRATION OF COMPANION/ASSISTANCE ANIMAL

- a. Promptly upon notification of the allowance of the request, the Resident must submit the following documentation to the management office:

a current photograph of the Companion/Assistance Animal;

written verification from a veterinarian the Companion/Assistance Animal is in good health, is free of ticks and fleas (if applicable); is spayed (for female cats and dogs over six (6) months of age) or neutered (for male cats and dogs over ten (10) months in age) and is current on all shots and vaccines;

evidence of adequate insurance liability for your Companion/Assistance Animal.

written verification that the Companion/Assistance Animal has been registered or licensed with the city or town of residence, (if applicable);

the name or names, phone number and address of a person, not currently residing with the Resident, who agrees to assume responsibility for the Companion/Assistance Animal, in case of emergency, for reasons such as accident, illness, absence from the unit, death, or other reasons.

- b. At the time of such meeting, the manager shall complete the portions of this Agreement, containing the description of the Companion/Assistance Animal, attaching copies of the written verifications provided by the Resident and the photograph. The manager shall determine whether or not the Assistance Animal complies with specifications set forth herein. The manager, subsequent to the meeting, shall present the request to the Condominium Trustees for them to determine whether or not to grant such consent. If consent is granted, both the manager and the Resident will sign the applicable portions of this Companion/Assistance Animal Policy and Agreement.

- c. Any such consent shall not be effective until and unless the Resident signs the applicable portions of this Agreement, acknowledging the terms and conditions contained herein. Any such consent shall only be applicable to the Companion/Assistance Animal described in the Request for Reasonable Accommodation and shall not extend to any other Companion/Assistance Animal until and unless prior written consent is obtained for such other Companion/Assistance Animal.

- d. At no time shall the Resident be permitted to keep or maintain any other animal in the unit and/or development grounds, nor shall the Resident be allowed to keep or maintain any animal upon the unit and/or development grounds in violation of any applicable state or local law, by-law, regulation and/or ordinance.

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COMPANION/ASSITANCE ANIMAL REGISTRATONONO

Unit Owner: _____ Unit #: _____

Emotional Support Animal name: _____ Breed: _____

Male or Female Color: _____ Weight: _____

Date Acquired: _____ Tag # _____

Veterinarian: _____

Does the animal have any specialized training or certifications? _____

I, the undersigned owner of the above-named companion/assistance animal, hereby certify and understand that pets are not permitted at Marina Point Condominium. I understand and agree that the only reason the above-named animal is permitted to remain on the property is that it constitutes a companion/assistance animal that will ameliorate the effects of the disability or handicap from which I suffer, and the Trustees of the Marina Point Condominium Trust have granted my request to maintain it as a reasonable accommodation.

Signed this _____ day of _____, 2017.

Unit Owner

Please attach:

- Photograph of animal
- Veterinarian's certificate that all shots/inoculations are up-to-date
- Copies of animals certificates, if any
- Evidence of adequate liability insurance for your animal (see section J in the rules and regulations)

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AMENDMENT TO RULES AND REGULATIONS OF
MARINA POINT CONDOMINIUM TRUST

The undersigned, being at least a majority of the Trustees (the "Trustees") of the Marina Point Condominium Trust (the "Condominium Trust") under Declaration of Trust filed with the Norfolk Registry District of the Land Court as Document No. 528882, Certificate of Title No. C193, hereby amend the Rules and Regulations For Service Animals filed with said Registry on August 30, 2011 as Document No. 1232892 by adopting the Amended and Restated Rules and Regulations for Service Animals attached hereto. Said Rules and Regulations shall be in addition to all other existing Rules and Regulations of the Condominium Trust adopted prior hereto.

Said Rules and Regulations shall be binding upon and enforceable against all Unit Owners and residents of the Marina Point Condominium. Each Unit Owner shall be responsible for any violations by his or her tenants, guests, or invitees, including the payment of any fines levied for any such violations.

Executed under seal this 2nd day of October, 2014.

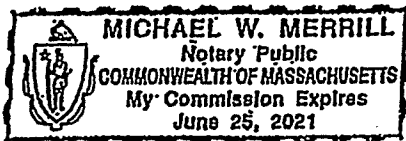
Stephen Korchin Stephen Korchin
Maureen Glynn Maureen Glynn
Michael McNally Michael McNally
Mark Raimondi Mark Raimondi
Kristie Henriksen Kristie Henriksen

TRUSTEES OF MARINA
POINT CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

On this 2nd day of October, 2014, before me, the undersigned notary public, personally appeared Michael McNally, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was MA. ID. License, to be the person whose name is signed above and acknowledged to me that she signed it voluntarily for its stated purpose.



Michael Merrill
Notary public
My commission expires:

AMENDED AND RESTATED
RULES AND REGULATIONS FOR
APPROVED COMPANION/ ASSISTANCE ANIMALS
MARINA POINT CONDOMINIUM TRUST

The following guidelines and Rules and Regulations apply to Unit Owner's and resident's companion/assistance who reside at Marina Point Condominium (the "Condominium") and/or use the common areas of the Condominium. They are intended to establish reasonable procedures for the benefit of all Unit Owners and the residents of the Condominium while accommodating those residents who require these companion/assistance animals ("animal") in accordance with the Fair Housing Act (the "Act").

Any Unit Owner or resident of the Condominium (together, hereinafter a "Unit Owner") must comply with the following Rules and Regulations while keeping an animal at the Condominium (hereinafter, the "Condominium").

1. The Board of Trustees of the Marina Point Condominium Trust (hereinafter, the "Trustees") will comply with all requirements of the Act in administering these Rules and Regulations and will reasonably accommodate any Unit Owner who qualifies to keep an animal at the Condominium.
2. **Prior to keeping an Animal at the condominium, a Unit Owner must obtain prior approval as Section 7.11 of the Master Deed prohibits pets in any Unit or common area of the Condominium.** Applications for approval shall be submitted in writing to the Trustees in compliance with the Federal regulations promulgated pursuant to the act.
3. The Trustees will review the application and provide a written decision to the Unit Owner within a reasonable period of time.
4. If the application is denied, the Animal will not be allowed in any Unit or common area of the Condominium in accordance with Section 7.11 of the Master Deed.
5. The following Conditions will apply to any Animal approved by the Trustees:
 - a. The Animal must be leashed or carried at all times when in the Condominiums common areas. The Animal may not be left unattended in any common area, balcony or terrace.
 - b. The Animal shall not be a nuisance to other Unit Owners and shall not create unreasonable noise by loud and/or continued barking or growling. The Trustees will determine, in their sole discretion, whether or not the Animal is a nuisance or is creating unreasonable disturbances.
 - c. The Animal must not pose a threat of harm or danger to other Unit Owners. If the Trustees determine, in their sole discretion, that the animal is an unreasonable nuisance or a threat to other Unit Owners, the Trustees may require the immediate removal of the animal from the Condominium after notice to the unit owner or resident.

- d. The Unit Owner must promptly clean up after the Animal, scoop its waste and properly dispose of it.
- e. The Unit Owner will be responsible for any damage the Animal causes to the Condominium's common elements and will pay all costs of repairs and/or cleaning related thereto upon demand by the Trustees.
- f. The Animal must be registered with the property manager or forms provided by the Trustees together with a photo of the animal.
- g. The Unit Owner shall comply with all state and local laws relating to the Animal such as licensing, inoculation and the like. Copies of the licenses and annual inoculations must be provided to the Trustees annually.
- h. A list of the residents with approved Animals will be provided to the concierge.

- i. The Trustees may impose a fine of \$50.00 on the Unit Owner for violation of these guidelines and Rules and Regulations, and each day a violation continues after written notice to the Unit Owner left at the Unit shall constitute a separate violation. Such fines, if unpaid, shall be collected in the same manner as unpaid common charges and shall also become a personal liability of the Unit Owner of the applicable Unit, and a lien on said Unit.
- j. Unit owners who have an Animal agree to indemnify and hold harmless the Trustees, their agents, servants and/or employees and other Unit Owners for any loss, injury, damage, claim, cost or liability caused to persons or property by the animal or as a result of the animal's presence at the Condominium and shall provide evidence of adequate liability insurance for same to the Trustees prior to keeping the animal in the Condominium.
- k. Any resident keeping an Animal in the Condominium must provide a name, address, and telephone number of one or more responsible parties who will care for the Animal if the animal dies, is incapacitated, or is otherwise unable to care for the animal.

2. RESTRICTIONS ON BEHAVIOR

The Resident agrees, if permitted to have a Companion/Assistance Animal:

- a. to provide, on an annual basis, written verification from a veterinarian that the Companion/Assistance Animal is in good health, is free of ticks and fleas (if applicable); is spayed or neutered and is current on all shots and vaccines;
- b. to provide, on an annual basis, written verification that the Companion/Assistance Animal has been registered or licensed with the city or town of residence, (if applicable).
- c. to feed, groom, care for and water said Companion/Assistance Animal inside the dwelling unit and not to permit food or water to be left outside the dwelling unit for any reason and to properly store all Companion/Assistance Animal food and water in a clean and sanitary manner;
- d. to follow these guidelines in regard to animal waste:
 1. to only allow the Companion/Assistance Animal to urinate or defecate that has been specifically trained to evacuate in litter boxes with "kitty litter" type mix in the unit.
 2. to properly dispose of used cat litter by bagging it in a plastic bag, securely tied and placing it in the appropriate receptacle for the disposal of waste. **Do not flush litter down the toilet.**
 3. If the Companion/Assistance Animal's defecation occurs anywhere on the property, Resident shall be responsible for immediate removal of said waste and repair of any damage done as a result.
 4. Resident further agrees to comply with any and all ordinances and sanitary codes involving the proper removal and disposal of Companion/Assistance Animal waste.
- e. to only allow Companion/Assistance Animals to reside inside the unit to which it is designated, to the extent that a Companion/Assistance Animal which remains outdoors without proper supervision of the Resident who owns it, that the Management has the right to pick up the Companion/Assistance Animal and report it to the proper authorities and that the Resident will be responsible for charges associated with Management picking up and/or temporarily holding said Companion/Assistance Animal;
- f. not to allow the Companion/Assistance Animal to cause any disturbance, nuisance or any other action which interferes with the quiet enjoyment of other Residents and/or their health, welfare and/or safety and/or the health, welfare and/or safety of any agent or contractor hired by the corporation, including by not limited to, the employees of the Management Company hired by the corporation, including, without limitation, making excessive noise, damage to the unit and/or development grounds, lunging at or attacking other Residents, their guests and/or other Companion/Assistance Animals, or otherwise exhibiting aggressive behavior, causing a nuisance, and/or otherwise interfering with the quiet enjoyment of residents.
- g. not to leave the Companion/Assistance Animal unattended in the unit for a period in excess of twelve (12) hours and to properly cage any Companion/Assistance Animal upon the Resident leaving the unit for any period of time;
- h. to the extent that a Resident does not properly spay or neuter any such Companion/Assistance Animal, not to permit any Companion/Assistance Animal to breed or produce offspring of any kind;

- i. to be responsible for all damage or destruction caused by the Companion/Assistance Animal and to pay, within thirty (30) days of the receipt of an invoice from Marina Point Condominium, the costs of any repair caused by such damage or destruction;
- j. not to keep and/or maintain any other animal(s), even on a temporary basis, in the unit and/or on the development grounds;
- k. if the Resident is unable or unwilling to maintain the Companion/Assistance Animal, to allow the property manager to contact the emergency contact person, to have him or her remove the Companion/Assistance Animal from the unit and/or in the event the emergency contact person is unwilling or unable to remove the Companion/Assistance Animal, to allow the property manager or Board of Trustees to report the problem to local authorities and/or to have the Companion/Assistance Animal removed by the city animal control officer and the Resident further agrees to be responsible for all fees and costs associated with such removal, including, but not limited to, any fines or charges imposed by the city and/or kennel fees and to absolve the property Manager or Board of Trustees for any and all liability for actions taken on behalf of the Companion/Assistance Animal owner for the well being of the Companion/Assistance Animal;
- l. to be responsible for all costs and damages caused by Resident's failure to abide by this Agreement and to indemnify and hold harmless Management and the Condominium Trustees for any actions arising out of the ownership of said Companion/Assistance Animal.
- m. if there are multiple Residents and/or authorized occupants in a particular unit, each Resident is jointly and severally responsible for the Companion/Assistance Animal designated to their unit.

I have read and agree to abide by all restrictions on behavior:_____
I have read and agree to abide by all the Amendment to Rules and Regulations of Marina Point Condominium Turst:_____

The Resident also acknowledges that failure to abide by any part of this Agreement shall constitute a violation. Per the Amendment to rules and regulations of Marina Point Condominium, the Trustees may impose a fine of \$50.00 a day for violations of these rules and regulations.

Signed this _____ day of _____, _____

MANAGEMENT

BY: _____

RESIDENT
