

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.

MARINA POINT CONDOMINIUM
REQUEST FOR REASONABLE ACCOMMODATIONS

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 impairment; or being regarded as having such an impairment.
If I am not the person with the 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 animal to reside in my unit # _____.

I understand and accept not to maintain any animal(s) in my unit until and unless my request for reasonable accommodations is approved by the Marina Point Condominium Board of Trustees in writing. The trustees will review the request and provide a written decision to the unit owner within a reasonable period of time. The trustees will impose a fine of \$50.00 a day for those residents who violate the no pet policy by having any unapproved pets in their unit.

I understand that the information provided herein will be kept completely confidential and used only to evaluate my request for reasonable accommodations.

Unit Owner/Occupant _____

Unit Address _____

Signed this _____ day of _____, 20_____.

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COMPANION/ASSISTANCE ANIMAL INFORMATION

Owner _____ Unit # _____

Animal Name _____

Breed _____

Color/Sex _____ Tag # _____

Weight _____ Date Acquired _____

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.

Owner _____

Signed this _____ day of _____, 20____.

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**REQUIRED INFORMATION FOR THE BOARD OF TRUSTEES
TO REVIEW AN APPLICATION FOR REASONABLE
ACCOMMODATIONS FOR A COMPANION/ASSISTANCE
ANIMAL**

- Verification of disability and the need for a companion/assistance animal (see attached)
- Photograph of the animal
- Written verification from a veterinarian the companion/assistance animal is in good health, free of ticks and fleas, is spayed (for female cats and dogs over 6 months) or neutered (for male cats and dogs over 10 months) and is current on all shots and vaccines
- Evidence of adequate liability insurance for your animal on your HO-6
- The name, phone number and address of a person not living with you who will assume responsibility for the companion/assistance animal, in case of emergency, for reasons such as accident, illness, death or other reasons.

The Marina Point Board of Trustees will not review any application without all of the required paperwork submitted. Once all the paperwork is submitted the Board will review your application and make a decision in a timely manner. Until a decision is given to you in writing **NO ANIMAL IS ALLOWED IN YOUR UNIT.**

If approved you must read and sign the agreement for residents with approved companion/assistance animals. This must be signed before the animal can reside in your unit. The agreement is available online at www.marinapointcondominium.com, in the Marina Point management office, or a copy can be emailed to you or left with the concierge at your request. Any violation of the rules will constitute a \$50 a day fine.

VERIFICATION OF DISABILITY AND THE NEED FOR A COMPANION/ASSISTANCE ANIMAL

Resident or Applicant Name_____

Address_____

Person completing this form:

Name_____

Address_____

Phone Number_____

I am a duly licensed physician or medical professional in the
State of Massachusetts.

My license number is _____.

I am certified in the following medical specialty(ies):

Please complete the following information as it applies to the above named resident or applicant:

The Fair Housing Act's define a "person with a disability" to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

1. I am familiar with the resident or applicant's history and with the functional limitations imposed by his/her disability.

YES

NO

2. In my considered professional opinion, the resident/applicant has a disability that meets the definition of a disability under the Fair Housing Act i.e. limits one or more major life activities.

YES

NO

3. In my considered professional opinion, the resident/applicant has a disability-related need for an assistance/comfort animal.

YES

NO

4. If you have answered yes to questions numbered 1 and 2 above please describe the nature of the resident's or applicant's disability:

5. In my considered professional opinion, the residents or applicants disability requires that physical modifications to the unit or common areas or change the rules, regulations, policies, and/or procedures of the Condominium be made in order for

the resident or applicant have equal opportunity to live successfully in this housing.

YES

NO

6. If yes, describe the needed accommodations/physical modifications needed. If the accommodation includes a recommendation of either an assistance animal (service or support animal) please identify the animal being suggested by breed, size, ect.

7. Describe and show the relationship between the person's disability and the need for this particular animal being requested:

I understand that this information is solely for the use of Marina Point Condominium Board of Trustees in evaluating a request for accommodations made by the resident or applicant, that it will be kept confidential and will be provided only to authorized representatives of Marina Point Condominium Board of Trustees who periodically may need to verify and re-validate that this information is still correct and/or a tribunal of competent jurisdiction should a dispute arise in regards to this request and a complaint is filed by the resident or applicant against the Marina Point Condominium Board of Trustees in regard hereto.

Please initial/check the applicable statements below:

I DO NOT believe the resident or applicant requires a change to the unit or common area or to rules, regulations, policies, and/or procedures as a result of his/her disability to have an equal housing opportunity.

[]

I VERIFY that the enclosed request for changes to the unit or common area or changes to the rules, regulations, policies and procedures is necessary for the above named person, as a result of his/her disability to have an equal housing opportunity.

[]

I CANNOT VERIFY that the enclosed request is necessary for the changes to the unit or common area or changes to the rules, regulations, policies and procedures for the above named person, as a result of his/her disability to have an equal housing opportunity.

[]

Please attach a simple note that states who has completed this form for the patient on your letterhead. FORMS WITHOUT ACCOMPANYING LETTER ON LETTERHEAD WILL NOT BE CONSIDERED.

Title of Physician or Medical Professional:

Signature: _____ Date: _____

Received 10/14/14
Doc. No. 1316423

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.

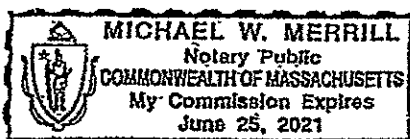
Executed under seal this 2nd day of October, 2014.

TRUSTEES OF MARINA
POINT CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

Stephen Korchin Stephen Korchin
Maureen C. Glynn Maureen Glynn
Michael McNally Michael McNally
Mark W. Rainaldi Mark Rainaldi
Kristie Hennrich Kristie Hennrich

NORFOLK, ss COMMONWEALTH OF MASSACHUSETTS

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 W. Merrill
Notary public
My commission expires:

AMENDED AND RESTATED
RULES AND REGULATIONS FOR SERVICE ANIMALS
MARINA POINT CONDOMINIUM TRUST

The following guidelines and Rules and Regulations apply to Unit Owners' and residents' Service Animals 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 residents of the Condominium while accommodating those residents who require Service Animals ("Service Animals") 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 a Service 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 a Service Animal at the Condominium.
2. Prior to keeping a Service 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 Service 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 Service Animal approved by the Trustees:
 - a. The Service Animal must be leashed or carried at all times when in the Condominium's common areas. Service animals may not be left unattended in any common area, balcony or terrace.
 - b. The Service 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 Service Animal is a nuisance or is creating an unreasonable disturbance.

- c. The Service Animal must not pose a threat of harm or danger to other Unit Owners. If the Trustees determine, in their sole discretion, that the Service Animal is an unreasonable nuisance or a threat to other Unit Owners, the Trustees may require the immediate removal of the Service Animal from the Condominium after notice to the unit owner or resident.
- d. The Unit Owner must promptly clean up after the Service Animal, scoop its waste and properly dispose of it.
- e. The Unit Owner will be responsible for any damage the Service 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 service 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 Service Animal such as licensing, inoculation and the like. Copies of licenses and annual inoculations must be provided to the Trustees annually.
- h. A list of residents with approved Service 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 Service Animals 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 Service Animal or as a result of the Service Animal's presence at the Condominium and shall provide evidence of adequate liability insurance for same to the Trustees prior to keeping the Service Animal in the Condominium.
- k. Any resident keeping a Service Animal in the Condominium must provide a name, address and telephone number of one or more responsible parties who will care for the Service Animal if the animal owner dies, is incapacitated, or is otherwise unable to care for the Service Animal.