



*Hawaii Kai*  
PENINSULA

**ASSOCIATION OF APARTMENT OWNERS  
OF THE  
HAWAII KAI PENINSULA**

**HOUSE RULES**

**REVISED APRIL 2023**

**Supersedes all prior House Rules Revisions**

# Hawaii Kai Peninsula (HKP)

## HOUSE RULES

### 2023

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## Section I. Purpose and Authority to Declare House Rules

The purpose of these House Rules is to provide a guide for all **residents** to follow to promote harmonious community living and help to maintain, preserve, and enhance the property values and assets of our high-density community. This edition of House Rules supersedes all previous editions.

**Owners, residents, occupants, and guests** are subject to these House Rules. These House Rules are intended to supplement the obligations of all **residents** imposed by the **Declaration of Condominium Property Regime of Hawaii Kai Peninsula Association** and the **Bylaws of the Hawaii Kai Peninsula Association of Apartment Owners (AOAO)**.

The **Board of Directors (BOD)** of the **Association of Apartment Owners (AOAO)** of the **Hawaii Kai Peninsula (HKP)** shall be responsible for enforcing these House Rules, but that responsibility may be delegated to a managing agency by the Board and to a **General Manager**. All **owners, residents, occupants, and guests** shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not. The Board has the authority to amend and forego rules as deemed necessary.

The House Rules are adopted pursuant to the Condominium Property Act (Chapter 514B, Hawaii Revised Statutes ("HRS")) and the **Bylaws**. In the event of any inconsistencies in the House Rules or Governing Documents (i.e., the Declaration and Bylaws, as amended), the Governing Documents shall control.

## Section II. Fines for Violations

The "Notice of Violation" will inform the **owner/resident** of the violation in need of correction and the appropriate fine, if needed, and inform the owner of their right to appeal and the timetable for the appeal. Pursuant to Section 514B-104(a)(11), HRS, **owners** have a right to initiate dispute resolution processes pursuant to Sections 514B-161 and 514B-162, HRS.

**Owners/residents** are responsible for the actions of their **guests**. **Owners/residents** will be liable for any fines for violations incurred by their **guests**. The fines for violations will be as follows:

1. A verbal or email warning will be made to the owner and other persons so charged, along with a written notice via mail to the owner and other person so charged, if any, granting fourteen (14) days to rectify the violation, with no fine.
2. Should the 1<sup>st</sup> written notice not be corrected within the fourteen (14) days, **owner/resident** will be given an additional fourteen (14) calendar days from the date of notice to correct the violation with a fine of \$50.00.
3. Should the violation not be corrected within fourteen (14) days, the **owner/resident** will be issued a third written notice via certified mail granting an additional fourteen (14) days to correct the violation and will incur a \$100.00 fine.

4. Should the violation continue to exist after fourteen (14) days after delivery of the third notice, fines of \$100.00 will be imposed every ten (10) days the violation continues.

**Owner/resident** may submit an appeal in writing for any level of written notices issued above (see Bylaws for more information). The Appeals Committee will review all documentation submitted and issue a decision based on the circumstances presented. The Appeals Committee may invoke or cancel any violation or fine after considering the evidence presented at the hearing. The Appeals Committee will deliver a written decision to the **owner/resident** within seven (7) calendar days after the hearing, a written decision with specific reasons for the decision. The decision will also be provided to the **General Manager** or other staff in charge of enforcement.

Flagrant violations are those that constitute an immediate danger to **residents or property** and will be handled directly with an immediate fine of \$250. Flagrant violations will also be reported to the police if applicable.

Flagrant violations include:

- Cooking or barbequing in non-designated areas
- Firing a weapon of any type anywhere on property (Police will be called).
- The use of fireworks anywhere on property (Police will be called).
- Dog bites or attacks on property (Police will be called).
- Vandalism or theft on property (Police will be called).
- Speeding or failure to come to a complete stop at STOP signs on property.

### **Section III. Non-Discrimination Policy & Policy Against Harassment**

#### **A. Non-Discrimination Policy**

Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the **Association** does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, family status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at **HKP**, the **Association** will not discriminate. In particular, the **Association** will not treat any person unequally:

1. In granting or withholding any approval or consent required under the **Association's** Rules
2. In enforcing requirements of the **Association** rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.

3. In connection with requests of disabled **owners/residents** or **guests** to have guide dogs, signal dogs, or other animals required due to disability. Except that if the animals become a nuisance to others they will not be permitted at the Project and will have to be removed.
4. In processing requests of disabled **owners/residents** to: (a) make reasonable modification to an apartment or the **common areas** at their own expense; and (b) have reasonable exemptions from requirements of the **Association** rules, to enable those **owners/residents** to have full use and enjoyment of the property.

The **Board of Directors** will suspend any requirement of the **Association** rules which, if enforced, could result in unlawful discrimination. If, however, an **owner/resident** is requesting a modification to a residence or the **Common Elements**; or if an **owner/resident** or **guest** is requesting an exemption from the rules because of a disability, the **Association** may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the **General Manager** for further questions.

#### **B. Policy Against Harassment**

The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

Any incident of discrimination or harassment should be reported to the Management or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal

commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any occupant or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an **Association** employee, vendor, or director should bring the matter to the immediate attention of the Management or an Officer of the Board. As an alternative, the occupant may contact any other member of the Board. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

The **Association** expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

#### **Section IV. General Information and Rules for All Owners/Residents**

##### **A. DESIGN REVIEW COMMITTEE**

The **Design Review Committee** (DRC) is responsible for helping to maintain property values by ensuring that changes to **units** and **Common Elements** conform to the standards set forth in the Design Guidelines originally promulgated by the developer. In general, maintenance of and cosmetic non-structural changes to interiors of **units** do not require **Design Review Committee** approval. However, changes to interiors that involve structural changes or include or extend beyond the limits of interior walls, ceilings or floors, or in any way affect safety or noise transmission, and design changes to exteriors of **unit** and land areas require **Design Review Committee** approval. When in doubt, **owners** must check with management **Site Office** to see if DRC approval is needed for a particular project. **Owners** who make changes without proper DRC approval that end up negatively impacting their neighbor(s) or their neighbor's property values will be held responsible for replacing or removing the installed product at their own expense.

##### **B. USE OF UNITS, COMMON ELEMENTS, RECREATIONAL AREAS**

1. No **unit** can be used as a short-term rental in conflict with the current state or City and County of Honolulu laws, including time-shares.
2. No **owner** or **agent** shall rent, lease, or sublease any **unit** in the **HKP** for a period of less than thirty (30) consecutive days or current state law minimum.
3. Discriminatory housing practices as defined in local, state, and federal ordinances and statutes are prohibited.
4. The **Common Elements** and recreational areas of the **HKP** shall be used only for their intended purpose as set forth in the **Governing Documents**.
5. No items of personal property can be left on or within any of the **Limited Common** or **Common Areas** and will be removed by management at the **owner's** risk and expense.
6. Damage to any of the **Common Elements** by any **owner/resident**, or their **guest(s)** or

employee(s) will be repaired by the **Association** and the **owner** responsible will pay for completed repairs.

7. No **owner, resident, guest** or employee of any of the foregoing persons can disturb, cut, trim, damage, remove or add any of the trees, plants, shrubs, ground cover or other landscaping located in the **Limited Common or Common Areas**. The responsible **Owner** shall pay for the cost of repair and replacement.

#### C. SITE MANAGEMENT

1. The **HKP AOA Board of Directors (BOD)** employs a **General Manager (GM)**, a **Maintenance Manager (MM)**, and a **Security Manager (SM)**.
2. The **GM** and their staff are responsible to the **BOD** for the daily management of **Association** matters and the enforcement of these House Rules.
3. The **MM** and their staff are responsible to the **BOD** for the upkeep of the **Common Area(s) and Limited Common Areas**.
4. The **SM** is responsible to the **BOD** for the management of Security Guards and oversight of security issues and security improvement projects.
5. The **BOD** may also employ various outside vendors and contractors to handle specialized tasks that are managed by the **GM, MM** and **SM** respectively.
6. Concerns, critiques as well as compliments, should be directed to the **GM, MM, or SM**, as appropriate.
7. Action Forms, available online and at the **Site Office**, should be used to report to management all observed problems within the community. These reports are tracked and audited for action taken and completed. Emergency or emergent issues will be handled with priority by **HKP Staff**.

#### D. REGISTRATION WITHIN THE HAWAII KAI PENINSULA

1. All **Residents** moving into the **HKP** must register with the **Site Office** within five (5) business days of closing/lease signing. **Owners** remain responsible for the actions or inactions of their **Tenants**.
2. **New Residents** intending to use street parking must obtain appropriate passes or decals or their vehicles will be ticketed or face the possibility of having their vehicle towed.
3. Current **owners** are responsible for providing new **owner(s)/tenant(s)** with keys/fobs/gate remotes at closing/lease agreement.

#### E. ADDITIONAL REQUIREMENTS OF HKP OWNERS WITH TENANTS

1. **Owners** residing out of state or off-island are required by law to designate, in writing, a local representative.
2. The **Site Office** must be advised of current contact information for the **owner, current occupants/residents**, and their property manager, if any.
3. In the event of an emergency, the Board shall exercise its right to access to any **unit** as authorized by the **Governing Documents** and expenses related to forced entry shall be

the responsibility of the **unit owner**.

F. REQUIREMENTS FOR VEHICLES OF OWNERS/RESIDENTS IN HKP

1. All motor vehicles parked or garaged at the **HKP** require registration with the **Site Office**.
2. Vehicle license, registration, and safety inspection must be kept current.
3. Parking of vehicles belonging to **residents** that display an **HKP** issued decal, properly applied to the left rear fender or license plate extender, is permitted in any unmarked parking space that is not designated "**Guest**" or "**Reserved**".
4. Other vehicles parked overnight (12 a.m. - 7 a.m.) in **guest** stalls must display **guest** passes issued by **Site Office** or Security after hours.

G. AMENITIES AND ACCESS IN HKP

1. **Owners** may possess a maximum of two (2) keys to the **Common Elements** including the pool and exercise room.
2. These keys are to be passed on to the next **owner** upon the sale of the **unit**.
3. If the **owner** rents their **unit**, the keys are to be provided to the **tenant(s)** only for the duration of the rental period.
4. Only **owners**, designee or property managers may purchase replacement keys or gate access fobs if the original keys are lost or destroyed.

H. PROPER USE OF ROADS, SIDEWALKS, LANDSCAPED AREAS AND THE PROMENADE

1. Sidewalks, walkways, roadways, alleyways, **Colony** parking garages, all parking areas, and all cul-de-sacs must not be obstructed or used for any purpose other than ingress, egress, and designated parking, or in the case of recreational events, for any purpose other than for which they are designated.
2. All forms of motorized vehicles (one-wheel electric boards and electric bicycles are considered motorized vehicles) will be operated only on the roadways and will be operated in accordance with all traffic laws and posted traffic signs. The speed limit for roadways within **HKP** is 20 mph, and 5 mph in the **Colony** parking garages.
3. Skateboarding, rollerblading, bicycling, or riding scooters is prohibited in **Colony** hallways, courtyards, garage areas, parking areas, and the **Promenade**. Tricks, including, but not limited to, "wheelies," jumping curbs, ramps, or stairs are prohibited anywhere within the **HKP**. These wheeled non-motorized items may be used in a safe manner on sidewalks and cul-de-sacs, however, walkers and joggers have the right of way. **Owners** and **residents** are responsible for ensuring that family members and **guests** understand and obey these rules for everyone's safety.
4. Driveways, roadways, sidewalks, and other **common areas** of the **HKP** may not be used for performing extensive maintenance or repairs to vehicles or other objects. Repairs are considered extensive if they:
  - a. could result in oil spillage
  - b. involve the removal of significant equipment and or parts



- c. involve excessive noise or
  - d. take longer than one hour to complete.
5. Any **owner, resident, or guest** washing, cleaning, or polishing a vehicle within the **HKP** must thoroughly clean the area immediately after such use.
  6. Boats or other water vehicles and their trailers must not be parked or maintained anywhere within the **HKP** where they are visible from the roadways (with exception of trailers in Colony garages).
  7. Cooking in the **common elements** is permitted only at the barbeque grills belonging to the **Association**. Barbecuing or cooking anywhere else is considered a flagrant violation and will be issued an immediate fine. *See Section V for **product type** rules for specifics.*

#### I. NOISE, NUISANCES, AND HAZARDS

1. Quiet hours at the **HKP** are between 10:00 p.m. and 8:00 a.m. daily. Radios, televisions, stereos, musical instruments, etc., must be played at a reduced volume during quiet hours. Dishwashers, washing machines, clothes, dryers, vacuums, floor cleaners, and other objects which transmit noise through floors or walls, must not be used during quiet hours if they give rise to noise complaints. Unreasonably excessive noise at any time is prohibited (i.e., bouncing balls, screaming, loud conversations in close proximity to neighbors). Complaints should be directed to security on site.
2. Hanging, throwing, sweeping, dropping, hitting, or shooting of any object from lanais, windows, or walkways of units is prohibited. In addition, water washing lanais, and shaking out towels, rugs, mats, clothes, mops, or other items from windows, doors, or lanais of residences located above the ground floor is prohibited.
3. Yard work involving mowers, blowers, weed whackers, or other power tools are only allowed to be operated Monday through Saturday between 8:00 a.m. and 6:00 p.m.; and between 9:00 a.m. and 6:00 p.m. on state, federal holidays and Sundays.
4. Any and all non-emergent construction work and repairs is limited to Monday through Saturday between 8:00 a.m. and 5:00 p.m.
5. The use or discharge of fireworks, firearms, and projectiles of any kind are prohibited at the **HKP** and are subject to flagrant violations and immediate fines. This includes, BB guns, pellet guns, and other objects (including thrown or hit balls) that could cause bodily injury or damage buildings, vehicles, or **common elements**.
6. Hazardous materials, such as, gasoline for lawn equipment or boats must be stored in safety containers that are specifically approved for such use. Kerosene, naphtha, benzene, explosives, radioactive or other hazardous materials are not allowed within the **HKP**, nor should they be used, stored, or disposed of in trash cans, trash chutes, or drains. These items must be disposed of outside of the **HKP** and in accordance with relevant laws for disposal of hazardous materials.

#### J. DOMESTIC ANIMALS

1. No animals, livestock, reptiles, insects, poultry or other animals of any kind can be kept in any residence except domestic dogs, cats, fish and birds. A maximum of two dogs or

- cats, or a combination thereof, is permitted within a single household.
2. All domestic animals must be registered with **HKP** with information including proof of license and updated vaccinations.
  3. No animals shall be off the leash at any time in any **Common Area**.
  4. Domestic animals are not permitted in the following recreational areas: **Luna Kai Park, Colony Recreational Area**, barbeque and swimming pool areas, meeting room, fitness room and **Common Area** bathrooms.
    - a. All animals are prohibited from entering the pool/spa water.
  5. Any animal excrement must be immediately removed and properly disposed of. Domestic animal excrements shall not be deposited in Colony lobby trash receptacles. Cat litter must not be disposed of in toilets or any building drain nor should it be dropped down trash chutes within the Colony.
  6. No domestic animal shall be allowed to become a nuisance or create any unreasonable disturbance including, but not limited to, the following:
    - a. Barking: It is against City and County of Honolulu law for a dog to bark continuously for 10 minutes or unprovoked for 30 minutes on and off to the disturbance of others.
    - b. Exhibiting aggressive or vicious behavior, including causing injury to persons or other domestic animals or damage to property. Dog bites must be reported to the **Site Office** or security immediately and will result in a flagrant violation with immediate fine.
    - c. Relieving themselves in another **resident's** private yard or in lobbies, walls, elevators, and stairwells.
  7. **Residents** are responsible for domestic animals visiting them.
  8. **Residents** are prohibited from feeding stray cats, dogs, birds, and any wild animal anywhere within the **HKP** community.
  9. Disabled **owners, residents, and guests** may request a reasonable accommodation to these rules under Section III, above.

K. SOLICITATION and SIGNAGE

1. Soliciting goods and services within the **HKP** is prohibited, with the exception for:
  - a. **Association** approved solicitation of proxies and **Association** approved distribution of materials relating to **Association** matters;
  - b. Approved ads placed on Community Bulletin Boards; and
  - c. Approved character-building exercises, e.g., lemonade stand, etc., are permitted by children residing in **HKP**. (See **Site Office** for specific requirements)
2. Signs placed by anyone other than the Management are not allowed anywhere within the **HKP**, except with prior written approval by the Management or the Board.

*\*For real estate signage, see Section L.*

L. SALES, RENTALS and REALTORS

1. Rental Management Agreements:

- a. Real estate professionals hired by **owners** as property managers or **rental agents**, must register with the **Site Office**. Owners/Tenants must provide to the **Site Office** no later than 5 business days after signing the lease agreement or managing agreement the name and contact information of the tenant and/or property manager, if any. If any information changes, Owners/Tenants must provide the updated information to the **Site Office** within 5 business days of the change.
- b. For Open Houses, contact the **Site Office** at least 2 business days in advance regarding the **Association** Open House policies, access procedures, and to register your Open House event.

2. Lockboxes:

- a. Lockboxes containing keys to Condos for sale or lease in the Colony, shall only be placed in the locked cabinet on the exterior wall adjacent to the **Site Office**.
- b. When a sale or lease has been completed, Realtors have 10 business days to remove their lockbox from the cabinet. After the 10 business days, management will have the lockboxes removed and discarded.
- c. Realtors and Property Managers representing Buyers or renters can obtain access to the lockbox cabinet via assistance from the **Site Office**. Realtors and Property Managers are not to give the lockbox cabinet code out to the general public.
- d. Lockboxes placed on Colony front doors, or Common Colony areas will be immediately removed and discarded and possible property damage will be billed to **owners**.
- e. Sellers of other **product types** may utilize the lockbox cabinet if available (see **Site Office** for requirements).

3. On-Site Advertising:

- a. For Sale / Lease Signage:
  - i. Yard signs must be placed within the **owner's** private yard. Contact the **Site Office** for information on size requirements and sign vendors.
  - ii. If desired, all **HKP** properties for sale/ lease can be advertised on the **HKP** Bulletin Boards or within the Classified Ads section of the **Association's** website. Contact the **Site Office** for submission guidelines.
  - iii. No signs advertising properties for sale/ rent may be placed in windows, on lanais, fences, or any **Common or Limited Common areas**, unless permitted in section b. below.
- b. Open House signage:
  - i. Realtors may use their own "Open House" signs during the designated event hours, plus one hour before and one hour after the event.

- ii. Temporary freestanding directional signs may be placed at intersections. Freestanding directional signs (typically A-frames) are not to block pathways.
- iii. No signage may be attached to the **HKP** property in any way. All signage must be freestanding, not attached to entry phone equipment, callboxes, gates, walls, etc. Any signage found attached to the **HKP** property will be immediately taken down and possible fines billed to the **owner** of the property being advertised.

**M. MOVING IN OR OUT and the DELIVERY OF LARGE ITEMS**

1. Moving and commercial deliveries must be scheduled in advance with the **Site Office**. These activities are permitted between 8:00 a.m. and 4:00 p.m. daily with the exception of Colony residents.
2. **COLONY SPECIFIC PROCEDURES: Owners/residents** moving in and out of the Colony are restricted to the designated moving hours, which are Monday through Friday 8:00 a.m. to 4:00 p.m., and Saturday 8:00 a.m. to 12:00 p.m. **Owners/residents** conducting any moving/ deliveries must obtain prior written approval by the **HKP Site Office**. Contact the **HKP Site Office** for additional requirements, including elevator reservation/ deposit, etc.
3. Roads, sidewalks, and passageways must not be blocked. Packing debris must be removed immediately from the **Common and Limited Common areas**.
4. Explicit written permission from the **Site Office** is required for moving company pods or vehicles to be left on the **Common Element** streets, in the Carriage Way alleyways, Colony garages, Colony parking, Villa parking, Cottages or Villas cul-de-sacs. Arrangements must be made at least three (3) business days in advance. If the request is approved, the **Site Office** will indicate where moving company pods or vehicles may be parked. All moving company pods or vehicles must be removed within 4 business days. Full-size shipping containers are not permitted on the property overnight.

**N. HOLIDAY DECORATIVE DISPLAYS**

1. Holiday decorative displays must be kept within an individual unit (including doors, windows, yards and lanai/railings) and must not interfere with the safety, use, and peaceful enjoyment of neighboring units.
2. Christmas decorations may be displayed after Thanksgiving and must be removed by January 15.
3. All other holiday decorations may be displayed for 15 days before and after the holiday.
4. Display of the American flag is governed by the Freedom to Fly the American Flag Act of 2006.

**O. BULKY ITEM PICK-UPS AND CHRISTMAS TREE DISPOSAL**

1. The **Association** provides monthly scheduled "Bulky Item Pick-Ups" at a designated

location on the property. Contact the **Site Office** for availability and regulations.

2. **Residents** can also contact the City and County of Honolulu directly to schedule their own personal Bulky Item Pick-Up and obtain all related information.
3. The **Association** also provides for a Christmas Tree/Wreath Disposal Bin the week after Christmas to assist **Residents** with Christmas Tree/Wreath disposal.
  - a. Only "live" Trees and Wreaths will be accepted
  - b. Artificial, flocked, or decorated trees/wreaths will not be accepted and must not be placed in these bins.
  - c. COLONY SPECIFIC RULE: All trees/wreaths must be securely wrapped before bringing them in or out of their **units** to avoid littering of needles in the **Common Areas**.

P. COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND AMENITIES

Smoking, including electronic devices, is prohibited in the **Site Office** and all **Common Areas**. Amplified music is prohibited in all common areas including exercise room, plaza area, and park.

1. FITNESS ROOM

- a. Fitness Room is open 24/7 and access is restricted to **owners** or their **tenants** in legal possession of an exercise room key. Neither staff nor security is permitted to open the facility for a user who does not have a key.
- b. No more than two (2) guests per **unit** are permitted in the fitness room at once.
- c. All persons in the Fitness Room, whether **resident** or **guest**, must be actively using the exercise equipment.
- d. Photographing a Fitness Room guest without their permission, even if they are not the main focus of the picture, is not allowed.
- e. Use of the equipment is at the user's own risk.
- f. Equipment Manufacturer instructions and posted signs regarding use must always be followed
- g. **Owners/residents** must ensure that their family members and guests who use the gym are able to safely and responsibly use the amenities and equipment located therein. In particular, children under the age of twelve (12) should be accompanied by an adult or someone who can ensure their safety when using the amenities and equipment, unless the child's parent or guardian determines that the child can use the amenities and equipment safely.

2. ASSOCIATION MEETING ROOM

- a. The **Association Meeting Room** may be reserved by **owners in good standing** (and their **tenants** of record in four (4 hour) segments designated by management between 10:00 a.m. and 10:00 p.m. daily).
- b. Reservations may be made up to six (6) months in advance.

- c. There is a non-refundable \$25.00 fee to use the room.
- d. There is a \$250 refundable cleaning/damage deposit.
- e. A signed agreement must be on file and payments made within 48 hours of requesting a reservation.
- f. Maximum room capacity is forty-five (45) people including children per the fire code. Exceeding this limit may result in cancellation of the event by **Association** Staff or Security and may result in forfeiture of all, or part of the deposit.
- g. The **Association** Meeting Room shall not be used for non-private events including but not limited to, church services, meetings of civic groups, craft fairs, product sales events, marketing, trade/commercial events, training or seminars.
- h. On the day of the event, if an adjacent time slot is available, the **owner/resident** may contact the **Site Office** or security if after hours, and pay an additional user fee to extend the reservation into that time slot
- i. **Owner/resident** must be present during the entire event.
- j. Chairs and tables must not be removed from the room.
- k. The **Site Office** or security must be contacted to assist with opening the room and upon departure to check for condition and cleanliness.
- l. The **Site Office** will advise **owner/resident** regarding arrangements for guest entry to the **HKP**. No flyers or instructions shall be posted at the entry gates.
- m. Guests must only park in stalls marked as **GUEST** or in unmarked stalls until 12:00 a.m. Guest vehicles must have a parking pass to park from 12 a.m. to 7 a.m. If guest vehicles are illegally parked are subject to towing at the **vehicle owner's or driver's** expense.
- n. Pool and barbecue are not included in the meeting room reservation. Six (6) meeting room guests are allowed to use the pool at a time and one BBQ may be reserved or you may use the open BBQ if available.
- o. The **owner/resident** is responsible for informing guests of applicable rules, including ensuring all guests attending an event do not play, walk, or stand in or on the raised planter container.
- p. Music is allowed during the event, but should be moderated at a level to not impact other common areas or residents.

### 3. POOLS & SPA

- a. The pools and spa are open from 6:00 a.m. to 10:00 p.m. daily except as required for maintenance. The Common Pool is closed during the **Association's** Annual Meeting. Commercial use of the pool is prohibited.
- b. **Residents** are restricted to six (6) guests per unit.
- c. There are no lifeguards on duty. **Owners and residents** are solely responsible for their own health and safety and that of family members and guests.
- d. **Owners and residents** must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of 12 should be accompanied by someone who can ensure the child's safety when using the pool, unless the child is a competent swimmer. A child's parent or

guardian shall be responsible for determining if the child is a competent swimmer.

- e. Domestic animals are prohibited in the Colony and Common Recreational Areas, with the exception of assistance animals. No animal may enter the pool/spa water.
- f. **Residents** are required to read and abide by all posted rules and codes of conduct before you use the pools and spas.
- g. The Colony pool is solely for the use of Colony **Owners/Residents**, and their guests.

#### 4. BBQ GRILLS AND EATING AREAS

- a. There are two (2) barbecue grills within the fenced Common pool area and two (2) at the Colony for Colony **residents** only. They are available for use by **owners in good standing** and their **tenants** in legal possession of a pool gate key.
- b. One of the grills may be reserved through the **Site Office** for periods of four (4) hours and upon request one of the tables near the grills may be reserved at the same time for the same four (4) hour period for **owners/residents** and up to ten (10) guests.
- c. The 2nd grill in the grilling area is available on a first-come, first-served basis and to be used as a "quick grill," 30 minutes or less.
- d. Users are required to clean the grills with the provided grill brushes upon completion of barbecuing, turn off gas, and leave the area neat, clean, and free of trash.

#### 5. LUNA KAI PARK

**Luna Kai Park** is adjacent to the **Site Office**, Fitness Room, and Common Area Pool. It overlooks the **Promenade**, boat docks and marina.

- a. It is available to **Residents and Guests** for recreational purposes only on a first-come, first-served basis.
- b. It may not be reserved by individual **residents** for use or events of any kind
- c. No dogs are allowed on the lawn, with the exception of assistance animals.
- d. Equipment or toys that may damage the landscaping is not allowed
- e. **Owners/residents** are responsible for monitoring their family members and guests to ensure they are not breaking any rules or endangering themselves or wildlife.

#### Q. PARKING

1. **Resident** parking is only allowed in designated parking areas and restricted to:
  - Garages and individual driveways
  - Reserved street stalls
  - Areas in Villa cul-de-sacs designated in the **Governing Documents** for unit parking



- Non-designated street stalls
2. Guest stalls are only to be used by guests of residents. **Residents** may not park in guest stalls at any time or they will be towed. However, if no open stalls are available between 12 a.m. and 7 a.m., **residents** may contact Security for permission to park in a guest stall.
  3. Only vehicles with valid **Association** decals or displaying currently valid Guest parking passes may park between 12 a.m. and 7 a.m. on the streets of the **HKP**.
  4. Parking is prohibited at the entrances to buildings, in alleyways, on non-paved surfaces, in Common and **Limited Common Area** driveways, and areas designated by "No Parking" signs.
  5. Vehicles in prohibited areas or parked in violation of these rules will be towed at the **owner's** or **driver's** expense.
  6. All **residents'** vehicles need to be registered with the **Site Office** within five (5) business days of moving into the residence.
  7. Parking stalls displaying "Reserved" numbers belong to **specific owners**. **Owners** may tow unidentified vehicles. On **HKP** streets, vehicles must be parked fully within the parameters of the parking space (painted white lines) and in the same direction as the flow of traffic.
  8. No extensive repairs (see Section IV.H.4 for definition) to automobiles, trailers, motorcycles or any other vehicles or equipment are permitted on any of the **Common Areas** or the **Limited Common Areas**.
  9. All motor vehicles parked in the **HKP** must be in operating condition with current vehicle registrations and safety stickers displayed as required by law.
    - a. Vehicles are not permitted to park in unmarked stalls of the **HKP** for extended periods of more than four (4) consecutive days or the vehicle will be towed. The open stalls are for the use of all **residents**. See **Site Office** if you need a vacation exception.
  10. Parking decals permit **residents** to park overnight on the **Common Area** streets of the **HKP** in unmarked stalls.
    - a. One (1) parking decal will be issued for each vehicle registered with the **Association** with a limit of two (2) decals per **unit**.
    - b. The office will issue a third decal for a third registered vehicle to a **unit** with a third licensed driver living in **HKP**. The vehicle must be registered with the City and County of Honolulu and the vehicle registration address must match an address of the **HKP**.
    - c. Parking of vehicles belonging to **residents** that display an **HKP** issued decal, properly applied to the left rear fender or license plate extender, is permitted in any unmarked parking space that is not designated "**Guest**" or "**Reserved**".
    - d. The **General Manager** may, at their discretion, replace parking decals in exchange for previously issued decals. Vehicle parking decals must be returned to the **Site Office** when an **owner** or **resident** ceases to reside at **HKP**.
    - e. The **General Manager** may cancel any decal if it is being improperly used.
  11. Any vehicle parked in guest stalls between the hours of 12 a.m. and 7 a.m. without the



proper guest parking pass is subject to towing. **Residents** are not eligible for guest parking passes for their vehicles and shall not park in guest stalls.

- **Guests** may use guest stalls or, if no guest stall is available, any other non-reserved open stall for overnight parking as long as they affix a valid **Association Guest Parking Pass** to the rear-view mirror and display it so as to be readable at all times between the hours of 12 a.m. and 7 a.m.
- **Residents** are responsible for obtaining parking passes for their guests from the **Site Office** during normal business hours or from security after hours and should ensure that parking passes are properly displayed.
- No overnight Guest Parking Pass issued by security shall be valid for more than one (1) day or up to three (3) consecutive days on weekends or holidays. Guest passes for a longer term may be authorized by the **Site Office/General Manager** for warranted circumstances as determined by the **Site Office/General Manager**.
- Unless expressly authorized by the **General Manager**, **Residents** may not obtain more than one overnight Guest Parking Pass per unit.

12. The Villas and Colony roadways at 520 Lunalilo Home Rd. are **Limited Common Areas** of the Villas and Colony Apartments only. With the exception of visiting Guests of a Colony or Villa Resident, Residents and Guests of the Executive Residences, Carriage Ways, and Cottages may **not** park in these **Limited Common Area** roadways. All **Residents** are issued **product type** specific decals which must be displayed at all times while on the Project. Unauthorized vehicles not belonging to Villas or Colony Residents or their Guests are subject to towing according to the towing procedures described in this parking policy.

13. Colony Disabled Parking – Designated parking stalls in the Colony shall be used exclusively for the purposes of fulfilling the requirement for disabled guests and disabled residents.

- Spaces marked for disabled guests and temporary loading or unloading are only to be used for:
  - i. Disabled guest(s) visiting a resident, provided the disabled guest first obtains a guest parking pass from the **HKP Site Office** or security and can provide proof of a valid disabled placard or license plate.
  - ii. If no disabled guest/caretaker is parked in the space, the guest and temporary loading/unloading space can be used for any resident to load/unload a disabled person (15-minute limit).
- The remaining disabled parking stalls (six total spaces – two per building) shall be designated as “Reserved Temporary Parking” for Colony residents and the requirements for official usage shall be:
  - i. Official requests to use an available “Reserved Temporary Parking” space must be made in writing to the **Association** through the **HKP Site Office** before residents are allowed to use the parking stall as a reasonable accommodation for their disability. Information regarding the requester, vehicle, license plate, and placard will be collected at the time of the request.

- ii. All requests for "Reserved Temporary Parking" must be accompanied by proof of a valid disabled parking pass placard or disabled vehicle registration plate.
- iii. Disabled residents requesting reasonable accommodations who receive the use of a "Reserved Temporary Parking" space must temporarily exchange one of their deeded parking spaces with the **Association** for the **Association's** exclusive use while the disabled resident is using the **Association's common element disabled space**. A "Reserved Temporary Parking" disabled space cannot be used as a third parking space for the resident.
- iv. Violations in all Colony disabled parking spaces will be subject to tow.

R. TOWING

HKP Site Management and Security are authorized to have towed away, at the **owner's** or **driver's** expense, any vehicle or equipment illegally parked or parked in violation of **HKP Association** rules. Neither they nor the **Association** shall be subject to any claims for liability or damage in exercise of this authority.

S. SPEEDING/RUNNING STOP SIGNS

- 1. The posted speed limit in **HKP** is 20 MPH. Speeds above 20 MPH on **HKP** property is prohibited and violations will incur a no-warning flagrant violation with fine. **HKP Security** will monitor with radar guns, video surveillance, or visual evidence to report violations. Flagrant fines will be issued by the **Site Office** and collected through the **Managing Agent**.
- 2. Stop Signs mean STOP. Failure to make a complete stop at Stop Signs within **HKP** property is prohibited and violations will incur a no-warning flagrant violation with fine. **HKP Security** will monitor with video surveillance or visual evidence to report violations. Flagrant fines will be issued by the **Site Office** and collected through the **Managing Agent**.

**Section V. Rules Applicable to Product Types**

A. EXECUTIVE RESIDENCES, CARRIAGE WAYS, COTTAGES AND VILLAS

- 1. No unsightliness within the public view (Front porch/front yard) is permitted within the **HKP**. For this purpose, "unsightliness" includes, but is not limited to:
  - a. Damaged, torn, or stained window treatments.
  - b. Unshaded or improperly shaded lights that create objectionable glare.
  - c. The unsightly placement, storage, or stowing of garbage trash cans, or household or commercial supplies, equipment, garden tools, cans, bottles, ladders, step stools, utility buckets, trash bags, boxes, storage bins or any other items of personal property.
  - d. **No more than 5** potted, well-maintained plants on paved surfaces like porches and lanais (pots may not be on landscaped areas).

- e. Potted plants must not be in industrial nursery pots and must be in finished, decorative pots no smaller than 12" in diameter.
  - f. Uncoiled garden hoses.
  - g. Birdcages/animal cages and storage.
  - h. Windchimes.
  - i. Hammocks.
  - j. String lights, with the exception of string lights during the holidays.
  - k. BBQ Grills.
  - l. Beach towels, rugs, clothing.
2. The above-mentioned items are prohibited in any **Limited Common Area** land or yard areas, lanais (if any), porches (if any), and driveways. or, any area outside of such Apartment or in any place where they can be seen from outside any Apartment.
  3. All trees, plants and other vegetation shall be carefully maintained so as to present an attractive appearance and a healthy and clean condition.
  4. Furniture on the lanai or front porch is limited to well-maintained outdoor yard furniture only. Decorative garden items are permitted in limited numbers (less than 5 items).
  5. Decorative garden items larger than 24 inches in height and 24 inches in either width or depth such as oriental lanterns, pagodas, pottery, sculptures and water fountains must be submitted to and reviewed and approved by the **Design Review Committee**.
  6. Outdoor cooking by Residents of Executive Residences, Carriage Ways, and Cottages is permitted within your private, fenced yard areas. Outdoor cooking is permitted by Villas Residents on the concrete garage courtyards of each building. Outdoor cooking and fire pits or open flames near buildings must provide at least ten (10) feet clearance from buildings and overhangs. The use of charcoal grills is prohibited.
  7. Individual trash cans are picked up by a trash removal service contractor twice per week. Trash must be bagged to prevent spillage. Trash cans must be stored in garages or enclosed yards out of sight of the street except on trash pickup day. Yardwork debris must be disposed of in trash cans and/or removed by **owner's** landscaping vendor.
  8. Garage doors must be kept closed except when entering or exiting garages. Garages cannot be used as an additional living space.
  9. Washing of cars is permitted in garages and private driveways and in cul-de-sacs of the Cottages and Villas but not on roadways of the **HKP**.

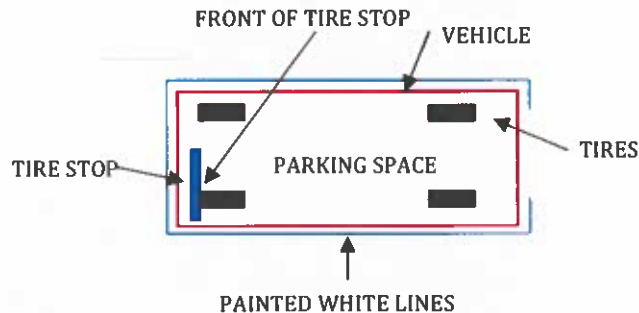
**B. COLONY**

1. Per state law, smoking, and vaping are not permitted in the **Limited Common Areas** of Colony buildings, including but not limited to, lobbies, courtyards, partially enclosed walkways, stairwells, **unit lanai**, pool areas, BBQ areas, and garages.
2. Fire doors to lobbies and stairways must be kept closed for safety and per Fire Department regulations. Fire Exit stairwells are for EMERGENCY EXIT ONLY AND OTHER USE IS PROHIBITED.
3. The walkways are a fire evacuation corridor, and no items shall be kept or stored on walkways and apartment entrances, other than a door mat and wreath. A maximum of four (4) pairs of footwear may be kept immediately outside of apartment doors.
4. No items shall be placed on lanais with the exception of outdoor furniture, eight (8) or less well-tended, live plants in two-gallon pots or smaller with water protective saucers, and outdoor area rugs that do not protrude beyond the confines of the railings.
5. Lanais shall not be enclosed in any manner, including wood, fiberglass, metal, glass, cloth, or composites of any kind. Awnings or shades of any type must be submitted to and reviewed and approved by the **Design Review Committee**.
  - a. The following are not permitted on lanais (to be hung, installed or placed including railings):
    - Coverings on either side of the lanai railing or attached to railings themselves (with the exception of the US flag or temporary holiday specific decoration)
    - Bicycles, surfboards, paddle boards, kayaks, or any large sporting equipment
    - Beach towels, rugs, clothing
    - Laundry drying racks, laundry lines, hanging plants, and windchimes
    - Outdoor cooking of any kind
    - Water run-off of any kind
    - Storage containers visible and close to or protruding above railings
    - Other items for storage
6. Stairs, stairways, interior walkways, walkways between Colony Towers (North and South), lobbies, elevators, courtyards, sidewalks, and Colony parking garages are "Quiet Zones" where activities/play are prohibited and sounds, including conversations are to be kept at a minimum so as to not to disturb the surrounding residents.
7. Trash shall be wrapped in paper or plastic bags before being placed in the trash chutes and cannot be left outside the trash chute room. Trash that would cause excessive noise or does not fit when placed in trash chutes should be brought down to the ground floor trash room.

- a. Paint, flammable, bulky, or hazardous materials or heavy, long, or large items must be brought to the ground floor trash room.
  - b. Boxes, including pizza boxes, must be flattened and stacked neatly against the walls of the ground floor trash room to avoid clogging trash chutes. HI-5 recyclable materials should be placed in appropriate recycling bins.
  - c. Animal waste shall not be placed in lobby trash containers.
  - d. Free items are not allowed to be left in lobby areas.
8. Elevators must be reserved for moving households or large items in and out of the Colony buildings. Contact the **Site Office** to make your reservation. A refundable security/damage deposit is required upon reserving the elevator. Movers and delivery personnel shall not impede the ingress or egress of the Colony garages or stalls, and no debris shall be left behind.
9. Colony Residents have access to the pool and barbecue area on the Colony grounds, in addition to the use of the **Common Area** pool and barbecue area. Domestic animals are prohibited inside the Colony and Common Recreational fenced areas, with the exception of assistance animals. However, all animals are prohibited from entering the pool/spa water.
10. Car washing is permitted in the Colony parking area in front of the east end of building eight between 8:00 a.m. and 9:00 p.m. The last two parking stalls are to remain open during the permitted car washing hours. Due care must be exercised to conserve water and protect property.
11. Colony Garage rules:
- a. No vehicles will be allowed entrance to the parking garage or any place within the **HKP** when in tow. Inoperable vehicles may be towed out of the parking garage. All users are required to use headlights and observe a 5 MPH speed limit.
  - b. Extensive repairs (see III.H.4 above) are prohibited. Vehicles leaking or dripping oil or other fluids onto the parking stall floor are prohibited and subject to towing at the expense of the **owner** or driver. **Residents** are responsible for removing unsightly or hazardous accumulations of grease, oil, and debris from their designated parking stalls. Automobile oils, anti-freeze, gasoline, or various chemicals and personal items shall not be stored in the parking stalls.
  - c. Parking stalls and their surrounding area must remain clear and not be used for storage.
  - d. Empty boat trailers are permitted to be parked in the garages provided they can clear the garage gates without damaging them and fit completely within a parking stall without interfering with the ability of any other resident to use their stall. Blocks shall be used to secure wheels. Proof that boat trailers meet all licensing and liability insurance requirements must be submitted to the **Site Office** and boat trailers must be registered and State decals in place indicating current registration is

valid in the same manner as vehicles. Boat trailers are not eligible for parking decals or guest passes. Boat trailers must park with tires (front boat trailer hookup or back tires) in front of the tire stops at all times.

- e. All vehicles must be parked fully within the parameters of stalls (painted white lines). When tire stops are installed, they are not to be moved, damaged or removed for any reason from their current installed locations. Vehicles must park with tires (front or back tires) in front of tire stops at all times. Vehicles are prohibited from driving over or around (to avoid) the tire stops to park their vehicles.



- f. Renting or leasing of Colony parking spaces to any non-resident of the **HKP** is strictly prohibited. Renting or leasing to another Colony resident or non-Colony (another **HKP** resident) is permitted provided a copy of the rental/lease agreement, current vehicle registration, current safety inspection and current proof of insurance is provided to the **HKP Site Office**.

## Section VI. Definitions

**Agent:** A real estate professional, realtor and/or broker, acting on behalf of owner.

**Appurtenant:** Legally attached to or constituting a legal accompaniment.

**Association:** The Association of Apartment Owners of the Hawaii Kai Peninsula.

**Board of Directors:** The nine owners elected by the ownership to act on behalf of the Association. Also referred to as the Board.

**Bylaws:** The Bylaws of the Hawaii Kai Peninsula Association of Apartment Owners.

**Colony Recreational Area:** The grassy area between Colony buildings six and seven.

**Common Area or Common Element(s):** All portions of the HKP other than apartments and their individual and/or collective areas as described in the Governing Documents.

**Common Expense(s):** Expenditures or financial liabilities, including allocations to reserves of or by the association for operations of the property.

**Declaration:** The Declaration of Condominium Property Regime of the Hawaii Kai Peninsula Association, for the respective HKPs I-IV.

**Design Review Committee:** Oversees and exercises control over the improvements, renovations, replacements and/or other modifications of the apartments.

**General Manager:** The individual hired by the Board to supervise and manage the day-to-day operations of the Association.

**Good Standing or In Good Standing:** Owner who pays their fees and assessments on time and has no outstanding delinquency, unresolved violations or fines, and is not currently in, or subject to, litigation **initiated** by the Association.

**Governing Documents:** Include the Master Declaration, Declaration, Bylaws and all their amendments.

**Guest:** An invitee or other visitor, including employees and contractors of an Owner or Occupant.

**Hawaii Kai Peninsula (HKP):** The two parcels of the Hawaii Kai Peninsula whose street addresses are 520 Lunalilo Home Road and 580 Lunalilo Home Road.

**Kiddie Park:** The playground area located at the ocean end of the Promenade.

**Limited Common Area or Limited Common Element(s):** Those elements or areas of the HKP designated and reserved for the exclusive use of one or more Apartments to the exclusion of other Apartments.

**Limited Common Expense:** Fees assessed against only those apartments which limited common elements specified in the Governing Documents. Also referred to as Product Fees.

**Luna Kai Park:** The grassy area adjacent to the Site Office, fitness room, common pool and overlooking the Promenade and boat docks.

**Managing Agent:** The company and its agents contracted to assist in the management of the Association.

**Master Declaration:** Master Declaration started the Development of the Peninsula at the Hawaii Kai dated August 9, 2001 and recorded in the Bureau of Conveyances of the State of Hawaii as document number 2001-149858 as amended.



**Occupant:** Any person who occupies an apartment at the HKP.

**Owner:** The fee-simple owner of the apartment at HKP.

**Product Type:** One of the five kinds of apartments at HKP. Referred to as “units” throughout this document.

Executive Residences: 27 marina-front, two-story, single-family apartments with private yards.

Carriage Ways: 69 two-story, single-family apartments with private yards and constructed in two parallel rows separated by a limited common elements roadway or alleyway.

Cottages: 123 multi-family apartments with private yards grouped in limited common elements clusters located on HKP.

Villas: 92 apartments contained within eight two-story, multi-family structures located on the HKP. The Villas structures located on the 520 parcels are surrounded by limited common area that includes a parking area.

The Colony: 310 apartments in three, four-story structures, including parking garages. The Colony has its own pool, spa, and barbecue area and parking lot as part of limited common area.

**Promenade:** The paved walkway on the 520 Lunalilo Home Road side of the HKP facing the Esplanade condominium structures and the Kaimala Marina and extending from the common area pool to the kiddie park.

**Resident(s):** Owners and occupants who reside at the HKP, including Tenants.

**Site Office:** The management center of the Association located near the common area pool and next to the common area meeting room.

**Tenant:** The renter of an apartment.

**Unit:** A physical or spatial portion of the HKO designated for separate ownership or occupancy as described in the Governing Document.