



allure

House Rules & Regulations

Allure Waikiki AOUO
Effective 2/15/2016 - V: 3.0
www.allurewaikiki.org

**HOUSE RULES AND REGULATIONS
OF THE ASSOCIATION OF UNIT OWNERS OF
ALLURE WAIKIKI**

VERSION 3.0

TABLE OF CONTENTS

OVERVIEW AND DEFINITIONS 2

 In General 2

 Definitions 3

OCCUPANCY 5

 Use of Units 5

 Equal Rights of All Owners 5

 Registration Required 5

 Pets and Assistance Animals 6

TEMPORARY OCCUPANCY 7

 Use By Owner's Tenants 7

 Conduct Of Owner's Occupants 8

 Private Parties 8

COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND ENTRANCES 8

 Owners' Responsible 8

 Protection of Common Elements 8

 Access 8

 Family Members and Visitors 9

 Attire 9

 Prohibited Areas 9

 Prohibited Activities 10

 Garbage and Trash Disposal 11

 Aesthetics 11

 Plants, Planters and Landscaping 12

 Personal Property 12

 Lost and Found 12

RECREATION AREAS 12

 Swimming Pool 13

 Fitness Center 16

 Barbeque Area 16

Community Room	17
ROADWAYS AND PARKING AREAS	17
Overview	17
Obstructions; Uses	17
Workmen And Deliveries	18
Storage of Property	18
Prohibited Items	18
Safe Driving	18
Maintenance Of Parking Stall	18
Risk of Loss	19
Parking Rules.....	19
Owner Parking	19
Guest Parking	20
LANAIS AND WINDOWS	21
Appearance.....	21
Care and Maintenance	22
Prohibition Against Enclosing Lanai	22
Storage	22
No Cooking On Lanais	22
Throwing Objects From The Building	22
Railings	22
Smoking.....	22
Quiet hours	22
NOISE AND NUISANCES	23
Generally.....	23
Excessive Noise.....	23
Objectionable Odors	24
Advertising	24
Solicitation.....	24
Machines and Equipment.....	24
MOVING, FURNITURE MOVES, AND DELIVERIES.....	24
SALES AND REAL ESTATE BROKER/AGENT RULES	25
UNIT REPAIRS & MODIFICATIONS	25
Preventive Repair And Maintenance	25
Repairs Of Internal Installations	25

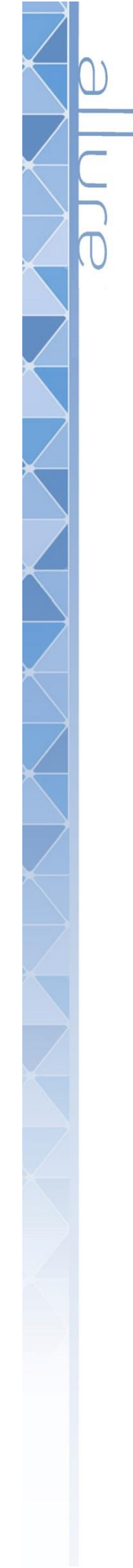
Overloading Structure	26
Post-Tension Cables	26
Installation Of Equipment	26
External Appearance.....	26
Roof	26
EMPLOYEES OF THE ASSOCIATION	26
Management	26
Limitation On Duties	26
Employees	27
Association's/Employees' Work Areas, Tools, And Equipment.....	27
Prohibited Use Of Management Office's Area	27
EMERGENCIES/HAZARDS	27
Report Immediately	27
Flammable Material.....	27
Explosives	27
Violation Of Law	27
Cancellation Of Insurance	28
Spillage	28
Waste Materials	28
Cooperation	28
Hazards In The Unit	28
VIOLATIONS OF THESE PROJECT RULES.....	28
Reporting Violations And Damages.....	28
Corrective Actions	28
Damage to Common Elements	28
Rights of the Board	29
COMPLIANCE WITH ALLURE WAIKIKI ASSOCIATION DOCUMENTS	29
FAIR HOUSING.....	29

HOUSE RULES AND REGULATIONS OF THE ASSOCIATION OF UNIT OWNERS OF ALLURE WAIKIKI

OVERVIEW AND DEFINITIONS

IN GENERAL

- 1) These Rules and Regulations (also referred to as the "Project Rules") apply to all persons using the Allure Waikiki condominium project (the "Project"). The Board of Directors ("Board") of the Association of Unit Owners of the Project ("Association") may delegate to Management the full authority and responsibility for enforcing these Project Rules. All Owners, Tenants, Occupants, and Visitors shall be bound by these Project Rules and by standards of reasonable conduct whether covered by these Project Rules or not; provided, however, that neither the Board nor Management shall be responsible for any noncompliance or violation of these Project Rules by said Owners, Tenants, or Visitors. The Board or the Association may amend these Project Rules as provided in the Bylaws of the Association, and as provided herein at the Section titled Compliance with Allure Waikiki Association Documents.
- 2) Each Occupant shall observe and perform these Project Rules and ensure that its employees, agents, customers, lessees, Tenants, Visitors, licensees, guests and invitees also observe and perform these Project Rules. Owners and Occupants will be responsible for their employees', agents', customers', lessees', Tenants', Visitors', licensees', guests' or invitees' observance of all Project Rules as set forth herein. In the event expenses are incurred due to violations of these Project Rules by employees, agents, customers, lessees, Tenants, Visitors, guests or licensees of an Owner or Occupant, said Owner shall be responsible for payment of the same, including reasonable attorneys' fees and costs.
- 3) The Project is an upscale residential community providing many luxuries and amenities. Whether Residents will enjoy the Project will largely be dependent on you. High standards have been established, that apply to all people in or around the Project at all times. Your cooperation in adhering to these standards is essential to maintain the harmonious environment of the Project. The intent of these Project Rules is to provide an outline of proper conduct and behavior while on the Premises. If consideration for others and common sense are practiced by all who utilize the Project, we are sure that a friendly and pleasant atmosphere will result.
- 4) The House Rules and Regulations is an official Association document. Owners may be fined upon the first Violation of these Project Rules and be assessed in accordance with a schedule of fines adopted by the Board. Higher fines may be assessed dependent on circumstances or severity. You are encouraged to read and review the Association formation documents, including the Declaration, the Bylaws and Articles of Incorporation of the Association, if any, as the same may be amended from time to time. These establish and define certain rules and regulations not covered in this document. Together, these documents should be well considered and heeded by all Occupants. Thank you for your cooperation.

- 
- 5) Suggestions and/or complaints regarding the Project shall be in writing and submitted to Management. Verbal reports will be taken informally. Each Owner's and Tenant's Unit number can be kept confidential if requested.
 - 6) The terms used herein with initial capital letters shall have the meanings given to them in the Project Declaration, except as expressly otherwise provided herein. The use of any gender herein shall be deemed to include either or both genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.
 - 7) The House Rules and Regulations are general guidelines. More details are outlined in the building Policies. If there is a conflict between the two documents, the Policy will supersede until the House Rules are amended.

DEFINITIONS

- 1) The following terms shall have the same meaning herein as defined in the Declaration and/or By-Laws:
 - (a) "Common Elements"; "Limited Common Elements". These are sometimes known as "Common Areas" and "Limited Common Areas" respectively.
 - (b) "Home-Based Small Business"
 - (c) "Owners"
 - (d) "Parking Garage"
 - (e) "Project"
 - (f) "Project Rules" or "Association Rules" or "House Rules"
 - (g) "Unit"
- 2) As used herein, the following terms shall have the meaning ascribed to them.
 - (a) "Assistance Animal", an animal permitted by the Board as a reasonable accommodation under the Fair Housing Act and the State Fair Housing Act (Chapter 515 of the Hawai'i Revised Statutes.)
 - (b) "Association of Unit Owners (AOUO); Association", all of the Owners acting as a group in accordance with the By-Laws, Declaration, and these House Rules and Regulations.
 - (c) "Board of Directors (Board)", a seven (7) member board (elected by the owners) acting on behalf of the AOUO in all matters relating to the operation of the property whose responsibilities and duties are outlined in the Declaration and By-Laws of the AOUO.
 - (d) "Building Policies and Procedures", documents to provide detailed information about rules and regulations approved by the Board which may not be included here, such as mail procedures, water leaks, community room reservation, etc.
 - (e) "Citation", paperwork and/or email sent to the Resident, Owner, Agent and/or Local Representative about an AOUO Violation caused by an Occupant of a Unit. All Citations are put on file in the Management Office for future reference.

- (f) “Front Desk Ambassadors”, front desk personnel authorized to exercise all duties set forth by the Management Office, to include FULL AUTHORITY TO ENFORCE THE HOUSE RULES.
- (g) “Harassment”, the offense of harassment includes: the intent to and acts that harass, annoy, or alarm any other person, physical contact, insults, taunts, or challenges another person to a fight; repeatedly makes telephone calls, facsimile, or emails, after being advised by the person to whom the communication is directed that further communication is unwelcome. This may also include taking pictures of Residents or Employees of the Association without their express permission. Threats include threats by words or conduct, to cause bodily injury to another person or to damage property of another or to cause the evacuation of a building. Assaults include causing pain or injury to another person by verbal or physical force or with an object as a weapon. The foregoing definitions include any legal definitions as applicable.
- (h) “Key Fob”, a type of security token used for garage and doors access. It is a small hardware device with built-in authentication mechanisms.
- (i) “Local Representation; Local Representative”, any company or individual empowered to act on behalf of any individual Owner.
- (j) “Management”, shall mean and refer to the Managing Agent, the Management Office, and Front Desk Ambassadors.
- (k) “Managing Agent”, the company whose responsibilities and duties are outlined in the Declaration and By-Laws of the AOOU.
- (l) “Management Office”, includes the General Manager, Executive Assistant, and the Operations Manager, authorized to exercise all duties set forth by the Board, to include FULL AUTHORITY TO ENFORCE THE HOUSE RULES and execute the Board’s decisions for maintenance, improvements, and repairs.
- (m) “Occupants”, shall mean resident Owners of Units in Allure Waikiki and their Tenants, Residents, and Visitors.
- (n) “Piggybacking/Tailgating”, allowing someone besides family or Visitors to follow a Resident onto the Premises and gain access to areas which require proper clearance with a use of an electronic access control (Key Fob and/or remote control).
- (o) “Premises”, shall mean and refer to the Allure Waikiki, the building itself and its grounds.
- (p) “Real Estate Agent”, any real estate agent licensed in the state of Hawai’i who is empowered to act on behalf of any individual Owner in matters of real estate.
- (q) “Registration Forms”, required forms completed by each Owner, to supply basic information for each Owner, Resident, Local Representative, Real Estate Agent, Tenant, and any Visitor staying ten (10) or more days.
- (r) “Residents”, all persons occupying a Unit at Allure Waikiki whose names are on the ownership documents or rental or lease agreements for the Unit, or have been staying in the Unit regularly.

- (s) "Swimming Pool" includes all pools, specifically, the main lap pool, the children's pool, and the hot tub/spa pool.
- (t) "Tenants", any person renting or leasing a Unit from an Owner, Local Representative, or Real Estate Agent of an Owner. All Tenants are subject to ALL of these House Rules and the By-Laws and Declaration of the Association.
- (u) "Violation", any non-compliance with Association rules, regulations, procedures and policies. Such act will result in a Citation.
- (v) "Visitors", persons who are temporarily located on the Premises for a period of time at the invitation of the Resident, including but not limited to contractors, employees, servants, agents, customers, lessees, licensees, guests, invitees, their accompanying children, and any other persons on the Premises by their instruction, invitation, or permission. Management is not allowed to give Visitors access to the building without the permission of a registered Resident. Visitors are subject to ALL of these House Rules and the By-Laws and Declaration of the Association.

OCCUPANCY

USE OF UNITS

All Units shall be occupied and used by the respective Occupants thereof only for those purposes permitted under the Declaration. The Units and the Common Elements may not be used for any other purpose without the prior written consent of the Board of Directors.

EQUAL RIGHTS OF ALL OWNERS

All Occupants have the equal right to use, occupy, and enjoy their respective Units, and to utilize the Common Elements that are not also designated Limited Common Elements, except as otherwise permitted or prohibited in the Declaration.

REGISTRATION REQUIRED

All Owners are required to register themselves, their Residents, Local Representative, Real Estate Agents, Tenants, and certain Visitors (defined below) with the Management Office, via the Registration Forms. All new Owners and Residents must attend a building orientation. Mandatory registration updates should take place every three (3) years or as needed.

- 1) Owner Registration. The Registration Forms must be submitted by the Owner, Real Estate Agent, or Local Representative at least 24 hours in advance of the Owner move-in date. Registration Forms can be obtained through the Management Office during regular business hours.
- 2) Tenant(s) Registration. The Registration Forms must be submitted by the Owner, Real Estate Agent, or Local Representative at least 24 hours in advance of the Resident move-in date. Registration Forms can be obtained through the Management Office during regular business hours. Tenants will receive a copy of the Project Rules as part of the registration process and will be required to read and follow such Project Rules.

- 3) Real Estate Agent Registration. The Real Estate Agent must submit a representation contract or agreement prior to registering new Residents or conducting any business on behalf of the Owner.
- 4) Local Representative Registration. Owners may designate a Local Representative to act on their behalf. Owners must designate a Local Representative to act on their behalf if their residence is outside the island of Oahu or they will be absent from the Project for more than thirty (30) days. The Owners must file their out-of-town address and telephone number, and the address and telephone number of their Local Representative with the Management Office. The Local Representative agreement must be sign by both parties to be valid. A Local Representative form can be obtained through the Management Office during regular business hours.
- 5) Visitors staying ten (10) days or more are required to be registered with the Management Office. Visitors staying forty five (45) days or more must also attend building orientation and will be considered Residents. Regular Visitors who are in an Owner's Unit for professional reasons are required to be registered.

PETS AND ASSISTANCE ANIMALS

Pets shall be permitted to be kept within the Project, subject to Section 7.3(e) of the Bylaws and subject to the following conditions:

- 1) No livestock, poultry, or other animals whatsoever shall be allowed to be kept in any part of the Project, except that dogs, cats, fishes, birds or any other typical household pets approved by the Board may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
- 2) Except for fish, no more than one (1) pet shall be allowed per Unit.
- 3) No pet may exceed twenty-five (25) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed twenty-five (25) lbs. in weight, may be kept in the Project. Management may request a letter from a veterinarian to prove current weight and estimated pet weight when such pet is fully grown. Such letter should be provided within fifteen (15) business days of the requested date.
- 4) No animal described as a pest under H.R.S. § 150A-2, or prohibited from importation under H.R.S. § 141.2, §150A-5, or § 150A-6, may be kept in the Project.
- 5) Assistance Animals are permitted only as required by the federal Fair Housing Act (and its state counterpart, Hawai'i Revised Statutes Chapter 515). The law does not require, however, that the Board and other Residents tolerate animals that cause a direct threat to the health or safety of other Residents of the Allure Waikiki community or those that constitute a nuisance after the animal owner was given a reasonable opportunity to correct the nuisance. Should the Board determine that an Assistance Animal is a direct threat to other Residents or their property or a nuisance, the animal owner will be given an opportunity to correct the problem. The Assistance Animal must be removed if its owner does not or is unable to correct the problem.
- 6) Except when in transit, pets (other than Assistance Animals) shall not be allowed in any Common Area. Any pet (including Assistance Animals) in transit through the Common Areas must be carried whenever practicable, or kept on a short leash which keeps the pet within three (3) feet of its handler's feet. Pets shall not be allowed to

come into contact with persons other than the handlers thereof, except as permitted by such other persons. In close quarters such as elevators, pets that are not held must be kept as close as possible to the Owner, and not be allowed to lunge or disturb anyone in the elevator. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance, or threat to the health or safety of any Occupant or any employee of the Project may be ejected from the Project on the demand of Management; provided, however, that upon assessment of the severity of the nuisance, disturbance, or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.

- 7) Pets on short leashes (and at all times under the complete control of a capable person) may be exercised or walked in Common Areas identified by signage and/or as permitted in these House Rules. No Resident shall permit his or her pet to produce or cause any waste or unsanitary material or condition anywhere in the Common Elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such Resident.
- 8) All pets and Assistance Animals kept anywhere on the Project must be registered with Management. A color picture of the animal, except for fish, must be provided both at the time of application and when the animal reaches adult size. The Management Office must be notified within forty-eight (48) hours of any changes, modifications, deletions, or additions of animals.
- 9) City and County Ordinance. All dogs residing within the Premises must be licensed annually in accordance with the City and County license requirements. Such license identification number shall be provided to the Management Office.
- 10) No pets, other than Residents' pets, are allowed on the Premises. However, Visitors shall be allowed driving entry with their pet for the specific purposes of delivering or picking up a Resident or other Visitor; that said Visitors must remain in the vehicle with their pet from the time of entry to the time of exit. Violation of this section shall subject the Owner of the Unit to a Violation and fines. Assistance Animals are exempt from this rule provided that all rules regarding the conduct and control of the animal are strictly followed.
- 11) Resident pet owners who allow a neighbor to assume responsibility for their pet must notify the Management Office of the temporary arrangement. Residents may not, even temporarily, keep in their Unit a non-registered pet owned by another person or more than the specified maximum number of pets in a Unit.
- 12) The Association reserves the right to immediately remove vicious animals, i.e., any animal that growls, jumps, nips, bites, scratches or otherwise threatens a human or another pet.
- 13) If a dog disturbs Residents by barking intermittently for thirty (30) minutes, or constantly for ten (10) minutes, the Owner is in violation of the City & County of Honolulu's animal nuisance law and is in violation of these House Rules.

TEMPORARY OCCUPANCY

USE BY OWNER'S TENANTS

Subject to the terms of these Project Rules, the Bylaws, and the Declaration, an Owner may lease his Unit, but the person or persons leasing, renting, or occupying the Unit shall

abide by these Project Rules, the Bylaws and the Declaration, and the Owner shall assume responsibility for the conduct of all Occupants of his or her Unit.

CONDUCT OF OWNER'S OCCUPANTS

An Owner shall be responsible for the conduct of said Owner's Occupants and shall, upon the request of the Board or Management, immediately abate and remove, at said Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of said Owner's Unit by such Occupants contrary to the intent and meaning of the provisions of these Project Rules, the Bylaws and the Declaration. If the Owner is unable to control the conduct of said Occupants to conform to the intent and meaning of the provisions of these Project Rules, the Bylaws and the Declaration, said Owner shall, upon request of the Board or Management, immediately remove such Occupants without compensation for lost rentals or income, or any other damage resulting therefrom.

PRIVATE PARTIES

If a Resident is planning a private party having more than ten (10) Visitors in the Resident's Unit or the Community Room, such Resident must provide the Front Desk Ambassadors a list of names of Visitors pre-approved to enter the building. Persons not on such list must follow normal entry procedures.

COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND ENTRANCES.

OWNERS' RESPONSIBLE

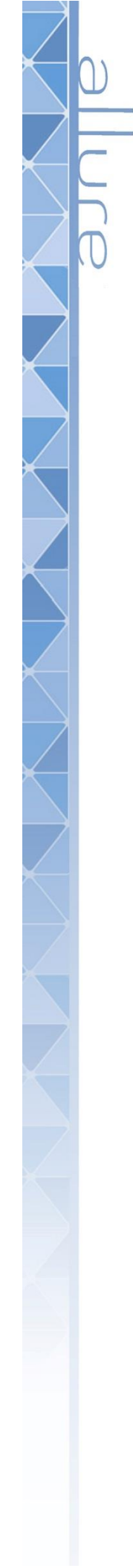
Owners will be responsible for any and all actions of their Occupants, and any other person on the Common Elements of the Project by their instruction, invitation, permission, or Tailgating and Piggybacking. Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the buildings, recreational facilities, equipment, or any other Common Element property, if it is determined that the damage was caused by the Owner, their Occupants, and any other person on the Common Elements of the Project by their instruction, invitation, permission, or Tailgating and Piggybacking.

PROTECTION OF COMMON ELEMENTS

Furniture, furnishings, and equipment for the Common Elements have been provided for the comfort and convenience of all Occupants of the Project and, therefore, shall not be altered, removed or transferred to other areas without permission from Management or the Board. Each Resident shall be held personally responsible for any damage or destruction to any Common or Limited Common Elements caused by such Owner or the Owner's Occupants. Regard and treat Common Elements as you would a guest's home and avoid inappropriate behavior, such as placing feet on the furniture or jumping on furniture.

ACCESS

- 1) Residents must use a Key Fob to gain access to the Premises and its amenities. Access to the Premises may also be granted through the Enterphone system.
- 2) Keys Fobs are for purchase only. They are non-refundable, carry no warranty with the AOUO, and can only be purchased with permission from the Home Owner.

- 
- 3) Key Fobs may be available for longer-term contractors' use only. An Owner may request a temporary Key Fob that can be borrowed weekdays between the hours of 8:00 AM and 6:00 PM. Refer to the Building Policies and Procedures for details on contractor requirements and registration, any rental fees, deposits, late fees, consequences of a lost Key Fob, etc.
 - 4) Owners may be required, at the sole discretion of the Management Office, to purchase additional Key Fobs for frequent Visitors.
 - 5) Employees of the Association are not required to give access to non-Residents to enter Units or building Common Elements without permission from a registered Owner, Resident, or Local Representative. Access will be denied to all Visitors (including guests and contractors) if they do not follow current procedures. Upon request of a Front Desk Ambassador or Management Office, Visitors must leave the premises. Refusal to comply may result in trespassing charges.
 - 6) The grounds, walkways, passages, lobbies, stairways, corridors, hallways or entranceways and all other similar Common Elements shall be used strictly for ingress and egress from the public street, parking area and Unit area, and must be at all times kept free from obstructions unless otherwise approved by Management.
 - 7) No items, including equipment, materials, pallets, or other loading gear or machinery, shall be left in any Common Area so as to interfere with the normal use of said Common Area, or so as to create a nuisance to other Occupants unless otherwise approved by Management.
 - 8) Contractors must wear building-supplied badges/identification at all times while in all Common Elements.

FAMILY MEMBERS AND VISITORS

Owners and Tenants are responsible for the conduct of all family members and Visitors while in the Common Elements. No loitering is permitted in the hallways, lobbies, elevators, parking areas, and other Common Elements not designated for recreation. Owners and Residents must ensure that their family members and Visitors are familiar and comply with these House Rules. Owners shall pay any fines incurred by their family members, Tenants, or Visitors.

ATTIRE


Proper attire must be worn whenever entering the Common Elements. Occupants shall wear foot coverings, shirts, shorts, pants, skirts, or some other type of cover up (i.e., towel or sarongs over swimsuits) at all times while in any of the Project's Common Elements except in the Swimming Pool or adjacent Recreation Areas.

PROHIBITED AREAS

The roof area, related mechanical rooms, as well as the internal storages, employee lounge, shop, and maintenance room are off-limits for use by Owners and their Occupants, except in an emergency situation approved by Management. Roof and internal stairwell access doors are armed with alarms. Severe fines may be levied for a Violation of this rule.

PROHIBITED ACTIVITIES

- 1) Nothing shall be thrown from windows, lanais, or any other building openings. Occupants who throw cigarettes, cigars, butts, or matches from windows or any other building openings may be subject to an immediate fine.
- 2) Sleeping is not allowed in the lobbies or lounges. These areas are strictly for the meeting and entertainment of Occupants.
- 3) Occupants must not prop open any Common Element or Unit door, or perimeter gates, at any time, unless approved by Management during move-ins, move-outs, and deliveries.
- 4) Occupants shall not distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the Project or on vehicles of Occupants, with the exception of the solicitation of proxies or distribution of materials relating to Association matters. The prohibition against solicitation includes door-to-door solicitation, electioneering, and other such activity. Please report violators immediately to Management.
- 5) Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles (other than wheelchairs or other similar vehicles when being utilized by persons requiring their assistance) are not allowed in any of the Common Elements at any time. Bicycles can be parked in the Resident's Parking Stall as long as it does not interfere with their ability to properly park their vehicle within the stall or causes the vehicle to stick out into the driveway in a manner which creates a hazard for other drivers.
- 6) Nothing shall be hung from or otherwise attached to any fire sprinkler, smoke detector, or surveillance camera located within a Unit or anywhere else at the Project, and no fire sprinkler, smoke detector, or surveillance camera shall be tampered with or disabled in any way whatsoever. Each Owner shall be responsible for any and all damage, including water damage, caused by such Owner and his or her Occupants in violation of this rule.
- 7) Footwear or other personal items shall not be left in hallways or corridors, with the exception of workers temporarily providing services or repair in a Unit; such workers may leave shoes or repair carts outside the Unit while providing services or repairs.
- 8) Dusting, brushing or cleaning personal belongings in any Common Element is not allowed.
- 9) Smoking is not permitted on any lanai, exterior, or interior Common and Limited Common Elements. Residents should not litter the property with cigarette butts. Residents who smoke must do so inside their Unit with all doors and windows closed. No smoke is permitted to drift into the hallways, Common Areas and Limited Common Areas or other Residents' Units via open doors/windows. No electronic cigarettes or smoking devices are allowed to be used on any lanai, exterior, or interior Common and Limited Common Elements.
- 10) The feeding of birds or any animals is prohibited in or on any of the Common Areas.
- 11) Screaming or yelling, swearing, foul, or vulgar language is prohibited at all times and will not be tolerated in the Common Areas and may result in eviction or steep fines.

- 
- 12) Reckless conduct toward others, physical fights, acts of domestic violence, any type of physical or verbal assaults, or any action that threatens the safety or well-being of any Resident or Employee of the Association is prohibited at all times and may result in the eviction of the Occupant creating these problems and steep fines.
 - 13) Extreme sports or hazardous activities are prohibited.
 - 14) For the health, safety and privacy of all Occupants, Allure Waikiki is a “no fly zone” with regards to drones and other such devices being operated anywhere on (or above) the property without express written permission from Management.

GARBAGE AND TRASH DISPOSAL

- 1) Residents and their Occupants are responsible for the disposal of their own garbage in areas provided therefor and no garbage shall be left in any other part of the Project, including, but not limited to, the trash chute room. Garbage containing food shall be thoroughly drained and secured in leak-proof receptacles. Large trash items shall be taken to the large receptacle by the loading zone provided for this purpose; otherwise Residents shall be responsible for removal of any oversized articles from the Project. **BE SURE CIGARETTES ARE EXTINGUISHED BEFORE YOU DISPOSE OF THEM IN THE TRASH.**
- 2) Garbage disposed in the trash chute on each floor is limited to trash bags not exceeding thirteen (13) gallons in size. Trails of drips or stains on the hallway/walkway from an individual Unit to the trash chute indicate improper packaging of garbage. Violators will be charged for cleaning and/or repairs to the damaged area.
- 3) Trash bags exceeding thirteen (13) gallons, boxes, and all other loose items shall be taken to the large receptacle by the loading zone. Boxes must be broken down and flattened out.
- 4) Appliances, furniture, mattresses, construction materials, bulk, etc., must be disposed of off-site at any City or County Transfer Station. Any fines issued to the Association associated with illegal dumping by Occupants will be the responsibility of the respective Owner.
- 5) Littering is strictly prohibited. Discarding cigarette or cigar butts, food, beverage or food containers or trash anywhere within a Common Area is prohibited, except in an appropriate trash bin or ash receptacle.

AESTHETICS

- 1) No unsightliness within the public view is permitted on the Project Premises. Any unsightly or disturbing items shall be removed upon the request of Management.
- 2) Shoes, slippers and other personal items shall not be allowed to remain in view at Unit entryways, with the exception of workers while providing services or repair in a Unit.
- 3) No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the Unit which can be seen from any Common Element corridor or hallway with the exception of a single additional deadbolt unless otherwise approved by the Board. Notwithstanding the above, approved temporary decorations are permitted on a Unit’s door or lanai on approved holidays, appropriate to such holiday:

- (a) During the period of December 1 through January 6, holiday season decorations are permitted.
- (b) For the following holidays, decorations may be displayed starting no earlier than seven (7) days before the actual holiday and no later than three (3) days after the actual holiday: Easter, Independence Day, Halloween, and Thanksgiving.
- (c) Flags are not permitted to be displayed, except for American flags.

PLANTS, PLANTERS AND LANDSCAPING

None of the Project's landscaping, including planters located on the outside of the lanais of certain Units, is to be tampered with, removed, picked or transplanted by any Occupant. The picking of flowers, walking through or disturbing any vegetation in the Common Areas is prohibited. The Owner will be responsible for fines and costs incurred for restoration, should such Owner or Owner's Occupants damage, trim, prune, or remove any vegetation.

PERSONAL PROPERTY


- 1) No items of personal property, including, but not limited to, mopeds, bicycles, kayaks, canoes, racks, beach toys, beach chairs, surfboards or other items shall be left or allowed in any of the Common Elements, except in areas designated and with proper registration.
- 2) Check with the Management Office or the Association website (www.allurewaikiki.org) for the most updated building policies, including but not limited to, surfboard, bicycle, and lockbox registration policies. Registration of these items is mandatory and if not properly registered with the Management Office, items may be removed and disposed of in accordance with the law. Residents store items at their own risk. The Association assumes no liability for lost, stolen, or damaged items.
- 3) No Occupant shall store or place anything in the Common Elements, including lobbies, hallways, public areas, or Limited Common Elements. Items include, but are not limited to, floor or doormats at door entries (external corridors Units excepted), potted plants, signage, pictures, paintings or items of furniture; provided that an Owner of a Unit with a Limited Common Element lanai will be permitted to decorate such area upon the Board's approval, in advance, at its sole discretion, of any planned decoration; and provided that any such plan shall not cause unsightliness at the Project, as determined by the Association or Management in its sole discretion.
- 4) Articles of any kind left in any of the Common Elements will be removed at the Owner's or Occupant's risk and expense at the direction of the Board or at the discretion of Management.

LOST AND FOUND

Management will handle lost and found. Please turn in any found items to Management. Any unclaimed item may be disposed of in accordance with the law.

RECREATION AREAS

The recreation areas, which are located in the Common Elements of the Project, include lobbies, lounges, the Fitness Center, Swimming Pool, cabanas, the Barbeque Area and its facilities, and the Community Room. The exterior Common Areas are not Recreation



Areas. Each Occupant must abide by any and all regulations promulgated from time to time by the Board or Management as to any recreational facilities. Please note the following general rules:

- 1) The Recreation Areas are for the exclusive use of Occupants, excluding contractors, employees, servants, agents, or any other person hired by the Resident. Anyone using the Recreation Areas must be properly registered with Management or accompanied by a registered Resident.
- 2) Running, horseplay, loud noises or activities, immoral, indecent, drunken, or lewd behavior is prohibited. Such activities may be subject to a fine levied by the Association. Upon the request of Management, offenders may be asked to immediately leave a Recreation Area. Law enforcement officers may be called to the Premises if circumstances warrant.
- 3) The Board reserves the right to deny use of any Recreation Area to anyone at any time. Front Desk Ambassadors may request that an Occupant leave a Recreation Area and adjacent areas due to Violations or erratic behavior. Failure to comply may result in immediate fines.
- 4) Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Association-provided furniture, accessories, and equipment shall not be removed from those areas. Persons who use these recreation areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
- 5) All persons using the Recreation Areas do so at their own risk.
- 6) The Board or Management may post additional rules in the Recreation Areas from time to time, and Occupants must conform therewith.
- 7) Non-Resident Owners with rented Units are not permitted to reserve or use the Recreation Areas unless in transit or as a Visitor of a Resident, nor can those Residents that are not formally registered with the Management Office.
- 8) Management reserves the right to temporarily close any of the Recreation Area at any time.
- 9) The Association is not liable, and does not assume any liability whatsoever, for injury, property damage, or any kind of loss arising in connection with the use of any Recreation Area or adjacent area.
- 10) The Board or Management may post additional rules in the Recreational Areas from time to time, and Occupants must conform therewith.
- 11) Building policies reflect the most current rules & regulations. Check with the Management Office or the Association website (www.allurewaikiki.org) for the most updated building policies.

SWIMMING POOL

- 1) SWIMMING POOL & POOL AREA HOURS ARE 5:00 AM TO 9:45 PM. When using the Swimming Pool and adjacent areas prior to 8:00 AM, the noise level must be kept to a minimum.

- 2) Owners and Residents must insure that family members and Visitors 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 an adult when using the Swimming 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. Nonetheless, it is strongly recommended that all children be accompanied by an adult when using the pool.
- 3) The "buddy" system is recommended at all times.
- 4) The use of the Swimming Pool and adjacent areas is expressly limited to Occupants. Besides registered Residents, a limit of six (6) non-Residents per Unit is allowed to use the Swimming Pool and adjacent areas. Adults accompanying young children will not be counted as an additional guests. The Allure Waikiki community is for the quiet enjoyment of all Occupants. VIOLATION OF THE RULE LIMITING THE NUMBER OF NON-RESIDENTS IN THE POOL AREA MAY RESULT IN A 13 (THIRTEEN)-MONTH SUSPENSION OF THE RIGHT TO RESERVE THE COMMUNITY ROOM. Non-Residents must be accompanied by a Resident at all times.
- 5) Gate latches, if any, will be locked at all times. Do not leave such gates propped open. This is for the safety of all, especially children.
- 6) Absolutely no running, pushing, diving or horseplay around or in the Swimming Pool area will be permitted. This includes "dunking" activities. No jumping from any of the edges of the pool when other people are in the Swimming Pool area. Standing on the dividing wall between the pools is prohibited.
- 7) At no time shall there be any loud noise, disturbance, or other activity that creates a nuisance to Occupants.
- 8) No person who is incontinent or subject to involuntary natural bodily functions is permitted to use the Swimming Pool without proper and effective swim diaper protection. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper, specifically designed by use for children and adults with urinary or bowel incontinence. Typical disposable or cloth diapers are not permitted in the swimming pool, lap pool or spa pool.
- 9) Inflatable items, sun-mats, surfboards, styrofoam floats, "boogie boards," or any other objects of this nature will not be permitted, with the exception of flotation devices for small children (i.e., water wings only) shall be permitted. Small diver toys, nonprojectile toys and squirt toys may be used sensibly. If they interfere with enjoyment of others, they may not be used.
- 10) No person should enter the Swimming Pool without first taking a shower. After the application of any tanning or sunscreen preparation, pool users should shower again before going back into the pool.
- 11) Misuse of the pool and pool furniture will not be tolerated. This also applies to life preservers, life-saving hooks, and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas, and any other accessories shall not be removed from the pool deck.
- 12) No food of any kind is allowed in the Swimming Pool and adjacent areas. No beverage of any kind is permitted while in the Swimming Pool. Only non-alcoholic beverages



consumed outside the Swimming Pool are permitted. NO GLASSWARE OF ANY KIND IS ALLOWED IN THE SWIMMING POOL AREA. Beverage containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in the Swimming Pool and adjacent areas is not allowed.

- 13) No barbeque, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Association, if any, shall be used within the Swimming Pool area and adjacent areas. Such areas shall always be kept clean.
- 14) No pets, other than Assistance Animals accompanied by their handlers, are allowed in the Swimming Pool area at any time.
- 15) Only persons dressed in standard swimwear are allowed in the Swimming Pool and adjacent areas. Nudity or nude sunbathing will not be tolerated. All bobby pins, hair pins and other such items shall be removed from the person before entering the pool. Swim caps or hair ties must be worn by all persons using the swimming pool or lap pool with shoulder length hair or longer.
- 16) Climbing over the gates and fences in the Swimming Pool area is prohibited.
- 17) Immoral, lewd or indecent conduct in the Swimming Pool and adjacent areas is not permitted. Intoxicated persons are not permitted to use the Swimming Pool. Owners are responsible for the conduct of their family members, and their Occupants.
- 18) Portable televisions and radios (music and sounds) in the Swimming Pool area are not permitted unless used with headphones.
- 19) NO LIFEGUARD IS ON DUTY AT THE SWIMMING POOL. All Occupants using these facilities do so at their own risk. An Owner, Resident, Occupant or family member shall be presumed to be there with the full knowledge and consent of the Owner or Resident. Owners and Residents shall be responsible for the health and safety of themselves, their family members, and their Visitors who use the Swimming Pool and adjacent areas, ensuring that all rules for those facilities are obeyed.
- 20) Owners are financially responsible for any damages or destruction caused by themselves, their family members, and their Occupants.
- 21) Users of the Swimming Pool area are responsible for the removal of all articles brought there, including towels, books, and magazines, at the time they leave the area.
- 22) Occupants with dripping, wet bathing suits or clothing are prohibited in the building's restrooms, elevators, lobby, walkways, and carpeted areas. Occupants should take care not to track water into the elevators or other Common Areas. Appropriate cover-up over bathing suits is required outside the pool area and on the Common Areas.
- 23) All Department of Health Pool Rules, including, but not limited to the following, must be obeyed:
 - a) All persons using the Swimming Pool shall take a cleansing shower bath before entering the pool. A bather leaving the Swimming Pool to use the toilet shall take a second cleansing bath before returning to the Swimming Pool.
 - b) Any person having an infectious or communicable disease shall be excluded from the Swimming Pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the Swimming Pool.

- c) Spitting, spouting of water, blowing the nose, etc., in the Swimming Pool shall be strictly prohibited.
- d) Special toddler diapers shall be used to prevent contamination of the Swimming Pool.
- e) Emergency pool closures for cleaning accidental fecal or vomitus discharges shall require all bathers to leave the Swimming Pool until the substances are removed. The Swimming Pool shall be disinfected before it is reopened for use.
- f) Pets are not allowed in a public swimming pool. [Auth: HRS §§321-10, 321- 11] [Imp: HRS §321-11]

FITNESS CENTER

- 1) The Fitness Center is open 24 hours per day.
- 2) Residents and Visitors (a maximum of two (2) Visitors per Unit is allowed) may use the Fitness Center. Non-Residents must be accompanied by a Resident at all times. Owners and Residents shall be responsible for the health and safety of themselves, their family members, and their Visitors who use the Fitness Center and for ensuring that all rules are obeyed. In particular, a child under the age of 12 should be accompanied by an adult when using the Fitness Center, unless the child's parent or guardian determines that the child can operate the equipment safely. Nonetheless, it is strongly recommended that all children be accompanied by an adult when using Fitness Center.
- 3) All equipment must be wiped clean after each use. Return all weight plates and dumbbells to the racks provided.
- 4) All equipment is to be used as intended. Lower the weight stacks on the equipment, if any, to their start positions to avoid striking other plates. Do not drop weights.
- 5) Owners shall not store or place any personal equipment in the Fitness Center. The Association is not responsible for personal belongings lost or stolen in the facility.
- 6) No glass containers, food items, or chewing gum are allowed in the Fitness Center.
- 7) All persons using the fitness center and weight-lifting equipment do so at their own risk. It is recommended that a spotter be present while lifting weights.
- 8) Proper footwear must be worn in the Fitness Center. Closed-toe shoes must be worn to protect feet from harm. No bare feet, sandals, slippers, water shoes, or heeled shoes are allowed.

BARBEQUE AREA

- 1) BARBEQUE AREA HOURS OF OPERATION ARE 5:00 AM TO 9:45 PM. Barbeque grills are available for use from 8:00 AM to 9:45 PM. When using the Barbeque Area prior to 8:00 AM, the noise level must be kept to a minimum.
- 2) The Project has a limited number of gas barbeque grills. Use of the barbeque grills and seating area is on a first-come, first-served basis. Call the Front Desk Ambassadors to request the use of a barbeque grill.

- 3) Use of charcoal or starter fluid will damage the barbeques. Read and follow all instructions in the manual to operate the barbeque grills. After finishing using a barbeque grill, please make sure the area around the barbeque grill is cleaned thoroughly. There is no need to clean the metal grid. Failure to clean any grill used may result in a fine. Barbeque users must call the Front Desk Ambassadors upon finishing using a barbeque grill.
- 4) Each Unit is allowed to use one (1) barbeque grill at a time for a maximum of three (3) hours, on a first-come, first-served basis. Users of the Community Room are allowed to use the barbeque grill nearest the Community Room, which, if being used, will be for the exclusive use of the Community Room event.
- 5) There shall be no activities in the Barbeque Area that may cause a disruption or disturbance to Residents. Toys, including balls, are not allowed in the Barbeque Area.

COMMUNITY ROOM

- 1) HOURS OF OPERATION ARE 7:00 AM TO 9:45 PM.
- 2) The use of the Project's Community Room is open to all Residents wishing to hold private social events that are non-commercial and non-business related in nature. Reserving the Community Room does NOT permit unlimited use of the Swimming Pool by one's invitees to the private social event. VIOLATION OF THE RULE LIMITING THE NUMBER OF NON-RESIDENTS IN THE POOL MAY RESULT IN A 13 (THIRTEEN)-MONTH SUSPENSION OF THE RIGHT TO RESERVE THE COMMUNITY ROOM.
- 3) A maximum of thirty (30) people are permitted in the Community at any one time.
- 4) Reservations for the Community Room are for Registered Residents only. The Association and Management reserve the right to deny or cancel any reservations as necessary.
- 5) For complete reservation requirements and holiday provisions, please see the Community Room Policy.

ROADWAYS AND PARKING AREAS

OVERVIEW

The parking areas and parking garage are for Residents, and for a limited number of Visitors. Vehicles parked in unauthorized or restricted areas, including areas assigned to other Owners, will be towed away at the vehicle owner's expense.

OBSTRUCTIONS; USES

- 1) The roadways and driveways of the Project must not be obstructed or used for any purpose other than ingress and egress. Obstructions, equipment, materials, pallets, or other loading gear or machinery shall not be left in any parking area so as to interfere with the normal flow of traffic or so as to create a nuisance to other Occupants.
- 2) No vehicle shall be parked in such a manner as to impede or prevent the ready access to any entrance to or to any exit from the Project by another vehicle. Vehicles must not

stick out into the driveway in a manner which creates a hazard for other drivers. The Board has the right to determine if a situation is considered hazardous.

- 3) A vehicle may be stopped and/or parked in the garage entrance roadway adjacent to the lobby door, with the driver of the vehicle remaining in the vehicle, for no more than five (5) minutes while awaiting an Occupant or any other person on the Premises. Management or a Front Desk Ambassador may restrict the waiting time to less than five (5) minutes, as necessary.
- 4) No cars, trucks or other vehicles may be parked or left unattended in any loading areas or the driveways for any amount of time unless otherwise approved by Management.

WORKMEN AND DELIVERIES

When workmen will be at the Project or if any Occupant orders deliveries of any kind, the Occupant shall advise them to use a parking stall in permitted Project parking areas, if any, or to find parking outside the Project.

STORAGE OF PROPERTY

No storage of personal property of any kind shall be permitted within any of the parking areas.

PROHIBITED ITEMS

Boats, jet skis, trailers, campers, vehicles needing repair, and unregistered motor vehicles are not permitted within the Project.

SAFE DRIVING

- 1) Vehicles must remain within the boundaries of the yellow lines/road dividers that clearly indicate the vehicle's lane. If necessary to cross such yellow lines, for example to avoid any parked and protruded vehicle, obstruction, or to negotiate any turn, make sure there are no vehicles coming from the other direction.
- 2) Maintain safe and proper speed of five (5) miles per hour while driving in the garage, garage areas, and on the garage entrance roadway. Unsafe driving or speeding in the parking garage may result in fines being imposed.
- 3) Headlights **MUST** be turned on while driving in the garage area.

MAINTENANCE OF PARKING STALL

It may be necessary to use oil-catching and absorbing materials underneath your vehicle (as may be approved by the Board) to prevent excessive parking stall staining. Monitor the condition of those materials and replace or clean when necessary. Excessive oil leaks and stains may be cause for fines being imposed and/or an assessment made for the cost of clean-up and repairs. Residents are responsible for the upkeep and cleanliness of their stall, including removal of any grease buildup. If a Notification is issued due to insufficient upkeep of a stall and is not cleaned within fifteen (15) days after receiving adequate notice and/or explanation, the stall may be cleaned by the Association and a fee will be charged back to the Owner.

RISK OF LOSS

Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its agents, the Board and Management are held harmless, and are not liable for any damages, injuries, and/or losses whatsoever related to vehicles at the Project.

PARKING RULES

PARKING IN THE PROJECT IS PRIVATELY OWNED AND CONTROLLED. Additional rules may be adopted in respect of the permitted use, if any, of the parking areas, including, without limitation, the requirement that numbered stickers and/or placards for vehicles parked in Residential stalls be used, and Occupants shall abide by such rules. The Board has the power to modify and/or waive parking area enforcement fines at its sole discretion.

OWNER PARKING

- 1) Each Unit has at least one (1) assigned parking space. Deeded or assigned parking spaces are for the exclusive use of an Owner of a Unit or such Owner's Tenants. The Owner may lease or rent the Unit's assigned parking space(s) to other Residents, unless the corresponding Unit itself is leased or rented, in which case at least one (1) of the Owner's stalls will be made available to the Unit Tenant.
- 2) Each Resident shall be responsible to register his or her vehicle with the Management Office and obtain a parking pass. All vehicles must display the parking permit at all times and as specified by the Board, showing that such vehicle is registered with the Management Office.
- 3) A vehicle must fit in its assigned parking space and should be centered between the white stall boundary lines. It is a Violation of parking stall rules if a vehicle is parked at an angle, substantially off center, or said vehicle's tires are touching the white lines. If a vehicle does not fit in its assigned space, it may be necessary to find parking off of the Premises.
- 4) It is acceptable to place a moped, bicycle or a motorcycle at the wall/barrier/fence side of a parking stall as long as any vehicle parking in the stall is able to fit behind it and does not stick out into the driveway as to interfere with the ingress or egress of other Residents. No bicycles, mopeds, or motorcycles may be parked behind a vehicle, closest to the driveway.
- 5) No vehicle work is permitted anywhere in the garage area. This includes, but is not limited to, waxing, changing oil, and any maintenance other than battery jump starting or replacement, adding fluid, or replacing tires. Limited car washing is permitted only to the extent that no fluids fall onto the garage floor surface.
- 6) No excessive noise from vehicles or revving of engines is permitted. Should a car alarm sound for more than ten (10) minutes, the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically stop after a short period of time are not allowed.
- 7) If the Unit is rented, the Owner's stall will be made available to the renter.
- 8) Guest parking stalls are not to be used by Residents at any time.

- 9) If any extra handicapped stall is available, its temporary usage will be determined by the Board. Please see Disabled Parking Stall Policy for more information.
- 10) Damage to Vehicles
 - (a) Damage to vehicles in the garage shall be the responsibility of the person causing the damage. Damage to objects belonging to the Association shall be the responsibility of Owner.
 - (b) Use care opening a vehicle's door so as not to damage any other vehicle.
- 11) Abandoned vehicles and vehicles with an expired registration or parking pass may be towed away and disposed of in accordance with local law.
- 12) The Management Office has the authority to tow vehicles in Violation of these parking rules, or any vehicle illegally parked in any of the Common Areas at any time, without any additional notice to the Violators. Owners are responsible for having illegally parked vehicles towed from their own stalls by calling the number on the "No Parking" sign.
- 13) Observe the parking height limit of six feet, eight inches (6' 8").

GUEST PARKING

There are a limited number of Visitor parking spaces available within the Project. In order to best utilize these spaces for Visitors of the Project, the following rules apply:

- 1) Each Visitor shall appear in person and provide the Front Desk Ambassador on duty their driver's license or some sort of identification, the vehicle's license number, and the name of and Unit number of the Resident being visited. If a Visitor is on the Premises for a professional (not personal) reason, the Visitor must state the nature of visit.
- 2) The Guest Parking Stalls can be used for a maximum of eight (8) hours per twenty-four (24) hour period. Each Unit is limited to the concurrent use of four (4) Guest Parking Stalls.
- 3) Guest Parking is subject to availability on a first-come, first-served basis, and the Association does not reserve or guarantee parking for any Visitor.
- 4) Professional service personnel, including but not limited to, housekeepers, maintenance service providers, or contractors can request to use the loading zone to load and unload cargo, if such area is available.
- 5) Parking Area Enforcement

The Front Desk Ambassadors shall control parking at the Project. Violations of the guest parking regulations enumerated above shall be subject to the following:

- (a) First Violation. Management and/or other designated personnel will monitor the guest parking areas and place a Notification on vehicles that are not properly registered with the Project or are illegally parked. The Violation will be noted in the Management Office's files which will include the license plate number of the offending vehicle. If the vehicle is not moved within two (2) hours, the vehicle is subject to towing at the vehicle owner's expense and a fine may be imposed to the

Owner responsible, if applicable. The vehicle may be towed immediately if it creates a potential safety issue.

- (b) Second Violation. The offending vehicle is subject to towing at the vehicle owner's expense. Notwithstanding the above, if the Violator is a Resident or Visitor, the Owner shall be held responsible for payment of the towing or removal charge. NO NOTIFICATION WILL BE GIVEN. The Owner will also be subject to a fine.

LANAIS AND WINDOWS

Lanai Violations are not easily identified by Management. Residents are encouraged to help in the enforcement of the rules by reporting them, preferably with pictures, to the Management Office or a Front Desk Ambassador. To preserve anonymity, reports will be kept confidential upon request.

APPEARANCE

- 1) No unsightliness within the public view is permitted on the Project Premises. Any unsightly or disturbing items shall be removed upon the request of Management. Nothing shall be placed in a Unit's windows so as to be visible from the exterior of the Project, except window coverings approved by the Board.
- 2) The side of curtains, drapes, shutters, blinds, and other window materials exposed to the exterior shall be restricted to a white or a shade of white color. Aluminum foils or other reflective materials, bed sheets, papers, and other inappropriate material may not be applied to windows, at any time. No exterior screens are permitted except for sliding glass doors with approved screen doors as set forth in design guidelines that may be adopted by the Board. The Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds, and other window materials must be kept in good condition. The Association can compel the Owner of a Unit to replace shabby and torn materials exposed to the exterior.
- 3) All Owners must clean or have cleaned, on a quarterly basis, those windows that are accessible from their Units or lanais.
- 4) Only furniture, exterior visible plants, or decorative pots approved by the Board may be placed on lanais. Rugs, towels, mops, or clothing (including swimwear) shall not be hung in or draped over doorways, windows or lanais and shall not be visible in any manner from outside the Unit or through the sliding glass doors or windows. Items that are deemed unsightly by Management, at Management's discretion, shall be removed from the lanais upon written request of Management or the Board. Signs may not be placed in or affixed in any way to the windows or on the lanais of any Unit. Sunshades, awnings or screens may not be used on the Unit exterior windows or over lanais of the Unit. Notwithstanding the above and pursuant to the requirements of the Bylaws of the Association regarding use of lanais, upon Architectural Review Committee approval, Units on the sixth (6th) floor may install a retractable trellis canvas enclosure.
- 5) Animals must not be left unattended on the lanais. Animal waste must be removed promptly. Animal food and the feeding of animals on lanais are prohibited; however, an animal water bowl is permitted.

CARE AND MAINTENANCE

- 1) The care, maintenance, and repair of the lanai and lanai railings are the responsibility of each individual Owner.
- 2) Care must be taken to prevent any cleaning water, detergents, and other fluids from running and dripping over the edges of the lanai area onto the lanais below. In addition, no dirt, dust, or debris of any kind may be swept, shaken, or otherwise allowed to go over the edges of the lanai area.
- 3) All plants shall be placed in containers so as to prevent the dripping of water or soil onto other Units or Common Elements: each Owner should ensure that potted plants on lanais have appropriate catch canisters underneath them.

PROHIBITION AGAINST ENCLOSING LANAI

Notwithstanding anything contained herein to the contrary, enclosure of the lanais appurtenant to each Unit is strictly prohibited.

STORAGE

The lanais shall not be used for storage of any type of personal property, including, without limitation, dry racks, coolers, boxes, tools, exercise and sports equipment, mopeds, bicycles, kayaks, canoes, racks, beach toys, beach chairs, surfboards, boogie boards, skateboards, toys, cleaning utensils and supplies, or other household items. The lanais shall be maintained in clean, neat, and sanitary condition at all times, and nothing shall be placed on the lanais so as to render them unsightly or offensive to Occupants or to occupants of other property in the vicinity of the Project. The Board and/or Management may request that items be removed from lanais at any time.

NO COOKING ON LANAIS

No barbecue, hibachi or other cooking apparatus, or cooking activities shall be allowed or permitted on the lanais.

THROWING OBJECTS FROM THE BUILDING

Nothing shall be thrown from windows, lanais or any other building openings. Occupants who throw cigarettes, cigars, butts, or matches from windows may be subject to an immediate fine.

RAILINGS

Climbing or standing on the railings is prohibited.

SMOKING

No smoking of any substance (including but not limited to cigarettes, pipes, cigars, and devices that simulate the act of smoking if such device discharges vapor or other substances, which include electronic cigarettes) is permitted on the lanais.

QUIET HOURS

No loud noises may emanate from lanais during Quiet Hours.

NOISE AND NUISANCES

Quiet Hours are between 10:00 PM and 8:00 AM. Nevertheless, no excessive loud talking, unnecessary noises over 85 decibels, unnecessary running, or rough or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Headphones are required when using such sound-emitting devices in a Common Area. Common courtesy shall be observed at all times. Consideration of all Occupants will enhance the enjoyment of the Project for all. The Premises were constructed with post-tension cables, and the underlayment beneath the flooring in each Unit is above construction standards to prevent noise transmission; however, noise will still travel between Units.

GENERALLY

Subject to the provisions of the Declaration, no nuisances shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board or in Violation of the Declaration, the Bylaws or these Project Rules, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other Owners or Tenants. Owners are responsible at all times for the reasonable conduct of themselves, their family members, Tenants, and any Visitors. Loud or boisterous conduct anywhere on the Project Premises which disturbs the comfort and quiet enjoyment of others is prohibited. In the event an Occupant is causing a disturbance, the person being inconvenienced should contact the Management Office or Front Desk Ambassadors at the time of the disturbance. If possible and when appropriate, however, the person being inconvenienced should attempt to politely inform the offending Occupant of the disturbance and give said offending Occupant the opportunity to eliminate the disturbance.

EXCESSIVE NOISE

- 1) All Occupants shall avoid excessive noise of any kind at any time and shall consider the quiet enjoyment of other Occupants of the Project at all times. Excessive noise at any time should be reported to the Management Office or Front Desk Ambassadors who will take appropriate action. Should noise transmission create a disturbance or a nuisance, it is the responsibility of the Owner, not the Association, Management, or Front Desk Ambassadors, to abate the noise transmission. Speakers and floor-supported musical instruments (e.g., pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations. In order to ensure the comfort of all Occupants, radios, stereo and television sets, and any and all other such audio equipment generating noise should not be in excess of eighty-five (85) decibels (dB), the approximate equivalent of a garbage disposal. For noise complaints, decibels measurements may be taken at the offending Unit per request of the Management Office or Front Desk Ambassadors.
- 2) Notwithstanding the above, during Quiet Hours, sound-emitting devices should be turned down to no more than sixty (60) dB (the approximate equivalent of normal conversation) so as not to disturb other Occupants. All other unnecessary or excessive noises during Quiet Hours should be avoided, including the use of carts in the external corridors. Violations will be promptly referred to a Front Desk Ambassador for enforcement. If the offending Unit doesn't comply, the police may be called.
- 3) Upon noise complaints, decibels measurements may be taken at the offending Unit per request of Management. Failure to comply may result in fines.

OBJECTIONABLE ODORS

Owners and Occupants shall not cause or permit any disturbing or objectionable odors to emanate from their Units. These include, but are not limited to, cooking, cleaning, painting and smoking odors.

ADVERTISING

Advertising on the Project is prohibited without the prior written consent of Management. The billboard in the mail room may be used only by Residents to advertise sales of goods, and by Real Estate Agents for rental/resale of Project Units. All ads must be approved by the Management Office and should be no larger than three (3) inches by five (5) inches.

SOLICITATION

There shall be no solicitation by any person anywhere within the Project of any cause, business enterprise, charity, or any purpose whatsoever, unless specifically authorized in writing by Management. Owners are permitted to solicit proxies and distribute materials relating to Association matters on the Common Elements without prior approval.

MACHINES AND EQUIPMENT

All data processing, computer, business machines and equipment used in connection with a permitted Home-Based Small Business as defined in the Declaration, kitchen equipment, and all other mechanical equipment installed and used in any Unit shall be designed, installed, maintained and used by the Occupant of such Unit at the expense of such Occupant, so as to minimize insofar as possible, and, in any event, to reduce to a reasonably acceptable level, the transmission of noise, vibration, electric static, odors, and other objectionable transmissions from such Unit to any other area of the buildings or Common Elements.

MOVING, FURNITURE MOVES, AND DELIVERIES

- 1) When moving in or out, Residents must coordinate their schedules with a Front Desk Ambassador at least one (1) week in advance. Notices of moving less than one (1) week in advance may subject the Owner to a fine. Residents must submit a refundable three hundred-dollar (\$300.00) security deposit before the move can take place. Any fines or damage to the Common Elements will be applied against the deposit. To ensure full return of the deposit, each Owner or such Owner's designated representative will be accompanied by a member of the Association's staff on a "pre/post" move in/out inspection of the area to be traveled during the move. Deposit checks are payable to "Association of Unit Owners of Allure Waikiki".
- 2) Prior to any move, Residents using a moving company shall have a certificate of insurance for workers' compensation and liability insurance with minimum limits of one million dollars (\$1,000,000.00) for the moving company, naming the Association and Management as additional insured parties.
- 3) The Project has a number of elevators, which can be used for moving, although any one Resident or moving company cannot exclusively use more than one elevator of the Project. After each use of the elevator, it must be available for use by Occupants.
- 4) All finished floor areas of the Common Elements shall be protected with carpet runners as appropriate. The protective coverings must be removed and the floor cleaned by

5:00 P.M. each day. If this is not done, the Owner may be subject to a fine per Violation plus the cost of cleaning.

- 5) The elevator must be padded at all times during the move. Moving without pads may result in a fine. Such padding will be provided by the Association.
- 6) All trash and debris must be carried off-site on a daily basis by the moving company or the Resident. The trash chutes may not be used for the disposal of debris. The Owner may be subject to a fine for each Violation.
- 7) Moving vans are allowed on designated areas of the Association's property only, and must be parked so as not to obstruct entries, exits or walkways.
- 8) Deliveries and Service Area. Only handtrucks equipped with rubber tires and slide guards will be permitted in the buildings of the Project. All deliveries shall only be brought through areas designated by Management. All persons making deliveries to any Resident shall sign a delivery log in the Management Office, or any other place designated by Management.
- 9) Heavy Items. All transportation of freight, packages, or bulky matter of any description must take place only during hours designated by the Board or Management and then only with prior notice to and approval by Management. The Board or Management shall have the right to prescribe the location of heavy objects and if considered necessary, the means to distribute the weight thereof (to no more than fifty (50) pounds per square foot unless written approval is granted by Management). All costs incurred will be charged to the Owner or Occupant. Any damage to the Project caused by any such Owner or Occupant or its contractor, delivery, or moving service will be repaired at such Owner's or Occupant's expense.

SALES AND REAL ESTATE BROKER/AGENT RULES

Home Owners or Real Estate Brokers wishing to show a Unit should refer to the Real Estate Showings Policy.

UNIT REPAIRS & MODIFICATIONS

ARCHITECTURAL GUIDELINES

An Application for Approval must be submitted to the Architectural Committee for any modification or improvement of a Unit. For more details, please see the Architectural Guidelines which can be found on the Association website (www.allurewaikiki.org).

PREVENTIVE REPAIR AND MAINTENANCE

Every Owner of a Unit shall, from time to time and at all times, perform promptly all repair, maintenance, and alteration work within such Owner's Unit, the omission of which would adversely affect any Common Element or any other Unit, and shall be responsible for all loss and damage caused by such Owner's failure to do so.

REPAIRS OF INTERNAL INSTALLATIONS

All repairs of internal installations within each Unit such as water, light, gas, power, plumbing, telephone, doors, lamps, and all other fixtures and accessories belonging to such Unit, including interior walls and partitions and the inner decorated or finished

surfaces of the perimeter walls, floors and ceilings of such Unit, shall be the responsibility of, and performed at the expense of, each Owner as set forth in the Declaration and Bylaws.

OVERLOADING STRUCTURE

Nothing shall be allowed, done, or kept in any Unit or Common Element which will overload or impair the floors, walls or ceilings of any structure within the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

POST-TENSION CABLES

Holes drilled in the floor/ceiling slab must not exceed five-eighths (5/8) inches in depth to avoid damage to the post-tension cables

INSTALLATION OF EQUIPMENT

No Owner or Occupant, except as otherwise permitted by Management, shall install any wiring or other device for electrical or telephone installations, television, radio, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or ceilings thereof.

EXTERNAL APPEARANCE

The exterior of the Project shall not be painted, decorated, or modified by an Owner in any manner without prior written consent of the Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board or Architectural Review Committee. No awnings, window guards, light reflective materials, hurricane, or storm shutters, ventilator, fans, or air conditioning devices shall be used in or about the Project, except as shall have been approved by the Board in writing, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board. Any costs incurred due to damages resulting from exterior additions, whether authorized or unauthorized, shall be paid by the Owner.

ROOF

No one is permitted on the roof of any building within the Project for any purpose without the express prior approval of the Board or Management.

EMPLOYEES OF THE ASSOCIATION

MANAGEMENT

The Board shall have the authority to hire Management to manage the Association according to the provisions of the Declaration and Bylaws.

LIMITATION ON DUTIES

Maintenance employees and Front Desk Ambassadors of the Association are under the sole direction of Management, and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any Occupant, unless arrangements therefor have been made with Management.

EMPLOYEES

- 1) No Management or other employees of the Association shall be asked by an Owner or Occupant to leave the Common Elements.
- 2) Employees of the Association and personnel contracted by the Association, whether directly hired by the Association or contracted personnel, shall not be subjected by an Owner or Occupant to Harassment, interference with official duties, threats, and/or assault. Threats of violence and/or any physical or verbal assaults toward Employees of the Association, personnel contracted by the Association, or the Board are prohibited and may be subject to fines and legal action and/or eviction.
- 3) No Employee of the Association has any master keys to the Units and is not allowed to hold any Unit keys at any time.

ASSOCIATION'S/EMPLOYEES' WORK AREAS, TOOLS, AND EQUIPMENT

All machines and tools are for the exclusive use of the Employees of the Association for Common Area-related work. Occupants are not permitted to use any Association tools or equipment, or any Employee-designated work/"shop" area.

PROHIBITED USE OF MANAGEMENT OFFICE'S AREA

Residents are not allowed to use the Management Office area or equipment for personal use such as printing, faxing, obtaining office supplies, internet usage or browsing, making telephone calls, etc.

EMERGENCIES/HAZARDS

REPORT IMMEDIATELY

Any emergency (such as a fire, leak, or other dangerous condition) that originates from a Unit or Common Element should be reported immediately to a Front Desk Ambassador or Management. Failure to do so may result in fines.

FLAMMABLE MATERIAL

Unless the Board gives advance written consent in each and every instance, Occupants shall not use any illumination other than electric lights or household candles, and shall not use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

EXPLOSIVES

The use of firecrackers and the explosion of any fireworks or other explosives anywhere on the Project Premises, including within any Unit, is expressly prohibited unless expressly authorized by the Board.

VIOLATION OF LAW

No activity shall be engaged in and no substance introduced into or manufactured within the Project that might result in violation of the law. Each Owner or Occupant shall at all times observe and maintain all laws, ordinances, rules and regulations now and hereafter

made by any governmental authority, the Association, or the Board applicable to the use of the Project.

CANCELLATION OF INSURANCE

No activity shall be engaged in and no substance shall be introduced into or manufactured within the Project that might result in the cancellation of insurance or increase in the insurance rate on the Project (unless in case of such increase, the Unit Owner or Occupant responsible for such increase shall pay the same).

SPILLAGE

Spillage shall be cleaned immediately so as to prevent encroachment upon the Common Elements or any Unit or harm to persons.

WASTE MATERIALS

Waste fluids or materials shall be properly discarded in suitable containers or by recycling services or as recommended by the manufacturer. Dumping in plumbing or storm drain lines or in the surrounding landscaping or collection pond, if any, is prohibited.

COOPERATION

All Owners and Occupants shall cooperate with the reasonable requests of Management with respect to matters of conduct in and about the Project.

HAZARDS IN THE UNIT

Mold and pests (termites, bed bugs, and any sort of infestations) must be communicated to Management. No treatment should be done before a full disclosure of the treatment to Management. Failure to report such hazard(s) may result in a fine.

VIOLATIONS OF THESE PROJECT RULES

REPORTING VIOLATIONS AND DAMAGES

Whenever possible, Violations of these Project Rules should be reported to Management. The Managing Office will keep the identity of the complainant confidential upon request.

CORRECTIVE ACTIONS

All corrective actions regarding Violations of the Project Rules and damages to the Common Elements will be enforced by the Board or Management, and should be reported promptly to the Board or Management.

DAMAGE TO COMMON ELEMENTS

Damage to Common Elements shall be surveyed by the Board or Management, and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against Owners for damage caused directly or indirectly by their Tenants and any Visitors.

RIGHTS OF THE BOARD

The Violation of any Project Rules Adopted by the Association Shall Give the Board of Directors or its Agents the Right to:

- 1) ENTER THE UNIT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE DEFAULTING OWNER OR OCCUPANT, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OR THE MANAGING AGENT SHALL NOT THEREBY BE DEEMED LIABLE FOR ANY DAMAGES OR GUILTY IN ANY MANNER OF TRESPASS, PROVIDED, HOWEVER, THAT JUDICIAL PROCEEDINGS MUST FIRST BE INSTITUTED BEFORE ANY ITEMS OF CONSTRUCTION CAN BE ALTERED OR DEMOLISHED, AND/OR;
- 2) ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES AND COSTS, SHALL BE BORNE BY THE DEFAULTING OWNER OR OCCUPANTS, AND/OR;
- 3) LEVY FINES, IN ACCORDANCE WITH THE BYLAWS AND THE BOARD'S CURRENT SCHEDULE OF FINES. Refer to *Appendix A, Violations, Notifications, and Fine Assessment*, for the schedule of fines. Legal fees will be added to any fine, as permitted under Section 514B-104 of the Hawaii Revised Statutes.

COMPLIANCE WITH ALLURE WAIKIKI ASSOCIATION DOCUMENTS

Notwithstanding anything herein to the contrary, these Project Rules shall be subject to the Declaration of Condominium Property Regime of Allure Waikiki, as amended from time to time, and any bylaws, rules or regulations promulgated thereunder (the "Project Documents"). In the event of any conflict between these Project Rules and the Project Documents, the Project Documents shall govern and the Board shall make such changes to these Project Rules as necessary from time to time to comply with the Project Documents

FAIR HOUSING

Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or these House Rules, the Board is authorized to grant disabled residents:

- 1) Permission to make reasonable modifications to their dwellings and/or the common elements at their expense (including without limitation the cost of obtaining any bonds), if such modifications are necessary to enable them to use and enjoy their dwellings; and
- 2) Reasonable exemptions from the Declaration, the Bylaws and the House Rules when necessary to enable them to use and enjoy their dwellings.

Those individuals applying for modifications or exemptions under this Rule shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification or exemption being sought, the disability being accommodated, the reasons why the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request. It may also be necessary for you to provide a certification from your doctor. The Board may require the owner and

the Association to execute a written memorandum of understanding regarding the request. The Board meets periodically. If your request must be considered before the next Board meeting, please include information on your request explaining the need for expedited action.



HOUSE RULES AND REGULATIONS OF THE ASSOCIATION OF UNIT OWNERS OF ALLURE WAIKIKI

APPENDIX A: VIOLATIONS, CITATIONS, AND FINE ASSESSMENTS VERSION 2.0

I) GENERAL PROVISIONS

A. OWNERS' RESPONSIBILITY

Owners are responsible for their own actions as well as the actions of their Tenants and all Visitors to their Unit while said Unit is legally the property of the Owner, regardless of current and future temporary Occupants.

B. CORRECTING VIOLATIONS

All OWNERS shall correct Violations within ten (10) calendar days of a written Citation, unless the Violation represents a discomfort to other Residents, a disruption of building dynamics, an immediate health hazard, danger, or life threatening situation, in which case Management will call for an immediately cessation of the activity, or correction of the Violation. A Violation affecting the safety and well-being of the Residents or Employees may be referred to the Association's legal counsel and if so, all legal fees shall be paid by the Unit Owner pursuant to Section 514B-157, Hawaii Revised Statutes.

C. DEFINITIONS

1. Accumulated Violation Points: The total number of Violation Points applied to a Unit within the 12 (twelve) months ending on and including the most recent date of a Violation.
2. Violation Points: A number applied to a Unit upon incurring a Violation, per the following table:

Type of Violation	Number of Violation Points
Moderate	1
Severe	2
Hazardous/Egregious	A minimum of 5

II) TYPES OF VIOLATIONS

There are three (3) types of Violations: Moderate, Severe, and Hazardous/Egregious. Unless specifically noted as such within any part of the House Rules, the type of Violation is necessarily a matter of facts and circumstances.

A. MODERATE VIOLATIONS GUIDELINES

A Moderate Violation includes, but is not limited to, a Violation regarding: improper storage on the lanai; parking Violations; minor misuse of Common Elements. If any repairs or payments are necessary to correct a Violation, it is generally NOT a Moderate Violation.

B. SEVERE VIOLATIONS GUIDELINES

A Severe Violation includes, but is not limited to, a Violation regarding: a severe discomfort to other Residents; a disruption of building dynamics; impairment of a Resident's privacy; damage or defacement to the building or Common Elements; unapproved alteration or modification of any part of the Unit's exterior or lanai.

C. HAZARDOUS/EGREGIOUS VIOLATIONS GUIDELINES

A Hazardous/Egregious Violation includes, but is not limited to, a Violation regarding an action affecting the personal safety of an Owner or Resident, such as an immediate health hazard, danger, or life threatening situation; disabling a smoke detector; use of fireworks or fire crackers; a prohibited activity which might result in criminal or civil violation of the law.

III) CITATIONS

Each Citation shall briefly describe the nature of the Violation, date of the Violation, name of parties involved, and Unit number. Once a Citation is issued, the Board will review the case and FINES may be imposed upon the Owner. The Citation shall be delivered to the Resident and Owner/Agent of the Unit.

Management shall give the Owner a written Citation under any of the following conditions:

1. A Violation of any kind;
2. Failure to correct a Violation within ten (10) calendar days of a Citation's issuance. If the Violation represents a discomfort to other Residents, a disruption of building dynamics, an immediate health hazard, danger, or life threatening situation, an additional Citation may be issued before ten (10) calendar days after the original Citation's issuance has elapsed, at Management's discretion.

IV) FINE ASSESSMENT

- A. Fines are billed to the Owner and are due when the next month's maintenance payment is due. The Owner shall be assessed an additional late fee for each month any fine remains unpaid.
- B. Notice of a Fine Assessment shall be mailed by the Management Company to the Owner and/or Owner's Agent, with
 - i. A description of the Violation;
 - ii. Amount of fine assessed;

- iii. Information regarding possible future fines that may be assessed if the Violation is not corrected or further Violations are incurred; and
 - iv. An explanation of when payment is due.
- C. Any unpaid fines and Association costs shall constitute a lien against the Owner’s interest in his or her Unit and prolonged non-payment (of fines) may result in foreclosure proceedings, as permitted under Section 514B-146, Hawaii Revised Statutes.
- D. Determination of amount of Fine Assessment.

Fines are based on the number of Accumulated Violation Points per the following table:

Accumulated Violation Points	Amount of Fine
1	None
2	None
3	\$100.00
4	\$200.00
5	\$300.00
6	\$400.00
7	\$500.00
More Than 7	\$1,000.00

- E. Any continued Violations may result in the Association commencing eviction procedures against Tenants or legal action against Owners as per the Association By-Laws and State law.

V) APPEALS PROCESS

The Board of Directors may reduce, suspend, or expunge any Citation or fine after consideration of an appeal.

- A. All fines must be paid before the Appeals Process can begin. Hawaii Revised Statutes chapter 514B states “no unit owner shall withhold any assessment claimed by the association”.
- B. Within thirty (30) days of the date of any Fine Assessment, an Owner or Tenant may appeal such Fine Assessment to the Board of Directors by writing a letter or e-mail stating their position. An appeal must contain a copy of the Fine Assessment, the reason for the appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The Board may request that additional information be provided.
- C. The appeal must be made in person, unless otherwise approved by the Board. The Board will hear the appeal in the Executive session at the next regular Board of Directors meeting. A written copy of any appeal must be provided to the Board at the time of the hearing. The Board may request that additional information be provided.
- D. No decision will be made during the time of the hearing. Whenever possible, notification of the Board’s decision will be made in writing, and mailed or delivered within thirty (30) days of the hearing.

