

ARCHITECTURAL GUIDELINES

V 2.0

EFFECTIVE 4/4/2016

TABLE OF CONTENTS

1. DEFINITIONS	1
2. ASSOCIATION DESIGN PHILOSOPHY	2
3. AUTHORITY	2
4. STRUCTURE OF THE ARCHITECTURAL COMMITTEE	2
4.1 Head of Committee	2
4.2 Common Area Improvements	3
4.2.1 Beautification Projects or Upgrades	3
4.2.2 Building Repairs	3
4.3 Owner Unit Improvements	3
4.3.1 Application Approval	3
4.4 Communications	4
5. ARCHITECTURAL COMMITTEE DUTIES AND POWERS	4
5.1 General	4
5.2 Variances	4
6. ENFORCEMENT	5
6.1 Enforcement Powers	5
6.2 Inspections	5
6.3 Right to Cure Violation	5
6.4 Recovery of Costs	6
6.5 Fines for Violations	6
7. LIMITS OF LIABILITY; OWNER'S INDEMNITY	6
7.1 Limits of Liability	6
7.2 Owner's Indemnity	7
8. APPLICABILITY	7
9. ARCHITECTURAL REVIEW PROCEDURES	7
9.1 General	7

9.1.1	Owner in Good Standing	8
9.1.2	Submission Only by Owners	8
9.1.3	Modifications to Process	8
9.1.4	Other Codes, Laws, and Rules and Ordinances	8
9.2	Step 1 - Preliminary Approval	8
9.3	Step 2 - Request for Final Approval	9
9.3.1	Application	9
9.3.2	Plans and Specifications	9
9.3.3	Review and Approval	9
9.3.4	Expiration of Final Approval	10
9.4	Step 3 - Construction	10
9.4.1	County Permits and Approvals	10
9.4.2	Water Shutdown Requests	10
9.4.3	Diligence In Construction	11
9.4.4	Cancellation of Permits or Approvals for Lack of Progress	11
9.4.5	Inspection and Correction of Work	11
9.5	Fees and Deposits	12
9.5.1	Deposit for Elevator or Loading Dock Use	12
9.5.2	Certificate of Insurance For Projects Involving Limited Common Elements	13
9.5.3	Consultants' Fees	13
9.5.4	Architectural Committee Expenses	13
9.6	Government Regulations	13
9.7	Interpretation	13
10.	DESIGN CRITERIA	14
10.1	Concrete Surfaces	14
10.2	Materials	14
10.3	Air Conditioners	14
10.4	Painting	14
10.5	Lanais	14
10.6	Disposal of Construction Waste, Debris AND DUST.	15
10.7	Reflective Finishes and Window Tinting	15
10.8	Flooring	15

10.8.1	Noise Mitigation	15
10.8.2	Required Submittals	16
10.8.3	Underlayment	16
10.8.4	Holes or Penetrations in Walls	16
11.	CONSTRUCTION STANDARDS	16
11.1	Quality of Work	16
11.2	Working Hours	17
11.3	Licenses and Permits	17
11.4	Access	17
11.5	Fire Systems	17
11.6	Flame and Fire	17
11.7	Use of Elevators	17
11.8	Parking	18
11.9	Carts	18
11.10	Storage of Materials and Equipment	18
11.11	Removal of Debris	18
11.12	Common Area Protection, Cleanup	18
11.13	Responsibility	18
11.14	Safety	19
11.15	Noise and Smoking	19
11.15.1	Smoking	19
11.15.2	Noise	19
11.15.3	Notifying Neighbors	19
11.16	Eating and Drinking	19



ALLURE WAIKIKI: ARCHITECTURAL GUIDELINES V2.0

1. DEFINITIONS

Defined terms are capitalized in these Architectural Guidelines and, unless the context clearly requires otherwise, shall have the meaning given to such term in the Declaration or in the Project Rules. In the case of any conflict or discrepancy between a definition contained in these Architectural Guidelines and in the Declaration or the Project Rules, the Declaration shall first control, then the Project Rules, then these Architectural Guidelines.

Architectural Committee: shall mean the Architectural Committee created pursuant to the Declaration, whose duty it is to consider and act upon all proposals and plans relative to architecture, design, and construction in the Project and which has the responsibility to oversee and establish policies and procedures with respect to the enforcement of the provisions of the Architectural Guidelines.

Improvements: includes any alteration, modification, addition, or renovation to or destruction of all or any portion of a Unit, Limited Common Element, Common Element or Association Property, including, without limitation, room partitions, structural alterations to any portion of a Unit, alteration of the floor plan of any Unit as shown on the Condominium Map, alterations to electrical and plumbing systems, changes of level or grade of any portion of the Property, parking areas, fences, walls, screening walls, skylights, stairs, decks, hedges, windbreaks, window tinting, landscaping, plantings, planted trees and shrubs, utility facilities, poles, signs, and all other structures or improvements of every type and kind installed or erected on the Property. "Improvement" includes both original improvements and all later changes and improvements.

Limited Common Elements: are those certain parts of the Common Elements of the Project as are designated and set aside for the exclusive use of certain Units, as identified in the Declaration.

Owner: shall mean the person or persons, corporation or corporations, or other legal entity or entities owning jointly or in common, a Unit and such Unit's appurtenant Common Interest, to the extent of such ownership, as set forth in the Declaration, provided, however, that "Owner" shall include for the purposes of these Rules and Regulations, unless the context otherwise requires, family, invitees, licensees, lessees, employees, and agents of any Owner.

Project Rules: shall mean the rules for the governance of the Project adopted by the Board of Directors of the Association pursuant to the Declaration.

Residence: shall mean a residential condominium Unit in the Project as identified in and created under the Declaration and as shown on the Condominium Map, including appurtenant common interests and appurtenant Limited Common Elements, if any.

2. ASSOCIATION DESIGN PHILOSOPHY

The Allure Waikiki is a condominium Project (the "Project") created in accordance with Declaration of Condominium Property Regime of Allure Waikiki (the "Declaration"). By purchasing a Unit in the Project, Owners have contractually agreed to surrender some of their freedom of expression in improving their properties, and have accepted an obligation to conform to architectural, design and construction standards established in accordance with the Declaration and the Rules and Regulations of the Association of Unit Owners of Allure Waikiki (the "Project Rules"). These Architectural Guidelines have been promulgated in accordance with the authority set out in the Declaration and in the Project Rules, to supplement and clarify the provisions of the Declaration and to otherwise ensure that the proposed Improvements made in the Project are in conformance with the Declaration, and otherwise in harmony with and compatible with the Projects design, materials, structures and systems. In the event that any provision of these Architectural Guidelines conflict with the Declaration or the Project Rules, the Declaration shall first control, then the Project Rules, then these Architectural Guidelines.

3. AUTHORITY

The Declaration contains standards and restrictions affecting each Owner's use of his or her Unit that constitute "covenants running with the land". This means that anyone acquiring, occupying, or using any property in the Project must obey the provisions of the Declaration whether or not he or she has actual knowledge of those provisions. The Declaration governs all residential and non-residential properties as to use, restrictions, Improvements, etc. Whenever an Owner proposes to make any Improvement to a Unit, or to reconstruct, alter or refinish the exterior of any Improvement already constructed, the Owner is responsible for complying with the limitations and conditions contained in the Declaration, as interpreted and implemented In these Architectural Guidelines and by the Architectural Committee pursuant to the provisions of the Declaration.

4. STRUCTURE OF THE ARCHITECTURAL COMMITTEE

4.1 HEAD OF COMMITTEE

The Architectural Committee is made up of three (3) members. The Head of the Architectural Committee is appointed by the Board of Directors to enforce the provisions related to alterations of the Project and to be a liaison between the committee, Management, and the Board. The Head of Committee must be a current member of the Board of Directors.

4.2 COMMON AREA IMPROVEMENTS

4.2.1 BEAUTIFICATION PROJECTS OR UPGRADES

For Improvements of the Common Area, such as building upgrades or beautification projects, the Architectural Committee should discuss and prepare their recommendations as a committee. The Head of Committee should then present the committee's recommendations to the Board of Directors for a vote.

4.2.2 BUILDING REPAIRS

4.2.2.1 Repairs Not Requiring a Change to Common Elements

For any repair of a Common Element which restores the element to its original state without change, and is above approved GM spending limits, the Head of the Committee may approve the repair without consulting the Architectural Committee or the Board of Directors.

Additionally, the Head of the Committee has the authority to request action from Management so long as these requests are made in writing/email to the GM.

4.2.2.2 Repairs Requiring a Change to Common Elements

For any repair of a Common Element which requires a change to any Common Element, the Architectural Committee should discuss and prepare their recommendations as a committee. The Head of the Committee should then present the committee's recommendations to the Board of Directors for a vote.

4.3 OWNER UNIT IMPROVEMENTS

4.3.1 APPLICATION APPROVAL

4.3.1.1 Remodel and Repair Applications

Any Home Owner application submitted for a remodel or basic repair of a Unit shall be reviewed by the Head of the Committee and will be approved or denied based on aesthetic considerations and the effect of the project on other Residents, such as sound transmission. The Architectural Committee will approve the application without consulting the Board of Directors.

4.3.1.2 Request for Association Involvement

Any Home Owner request for Association involvement to resolve an issue within the Unit shall be discussed by the Architectural Committee. The Head of the Committee should then present the committee's recommendations to the Board of Directors for a vote.

4.4 COMMUNICATIONS

Pursuant to Section 9.3.3, the committee has up to 30 days to respond to an Application. Approval or denial will be communicated through the Management Office on behalf of the Architectural Committee. For requests requiring Board resolution, a response is not guaranteed until after the next Board Meeting.

5. ARCHITECTURAL COMMITTEE DUTIES AND POWERS

5.1 GENERAL

The Architectural Committee was created by the Declaration to implement and enforce the Architectural Guidelines. The Architectural Committee is given the authority to review and approve construction of Improvements in the Project, to inspect construction activities and completed construction and to enforce the obligations imposed by the Declaration, the Project Rules and these Architectural Guidelines. The Architectural Committee is primarily concerned with the Improvements that are visible from outside a Unit, affect any Common Element or Limited Common Element, involve the structural integrity or the systems of the building or that impact more than one Unit.

In making its decisions under these Architectural Guidelines, the Architectural Committee shall, among other matters, consider the following: (a) whether the proposed Improvements will impair the structural integrity of the Project; or (b) whether the proposed Improvements will adversely impact or increase the costs of operating the heating, ventilating and air conditioning system or the plumbing, electrical or mechanical systems; or (c) whether the proposed Improvements will adversely impact the sound insulation or sound transmissions within the Project.

5.2 VARIANCES

The Architectural Committee may, but shall not be obligated to, authorize variances from compliance with any of the architectural provisions of these Architectural Guidelines to comply with the requirements of law, or when circumstances such as aesthetic, environmental, or undue hardship considerations may require. Such variances may be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Unit and particular provision hereof covered by the variance, nor shall it affect in anyway the Owner's obligation to comply with all governmental laws and regulations affecting its use of the Unit, including, but not limited to, zoning ordinances and setback lines or requirements imposed by the City or any other governmental authority. The grant of a variance by the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent to a variance for any similar or differing non-

conforming proposals, plans and specifications, drawings or matters or other requirements and provisions of City and anti-zoning and building codes.

6. ENFORCEMENT

6.1 ENFORCEMENT POWERS

The Architectural Committee has the power under the Declaration to enforce the design guidelines set out in the Declaration, the Project Rules, and these Architectural Guidelines, subject to the specific limitations specified in the Declaration. In doing so, the Architectural Committee may establish such sub-committees as it or the Board may determine, including without limitation, new construction, modification, enforcement, and variance committees. Further, the Architectural Committee may also enforce any condition the Architectural Committee may have imposed on construction approved under these Architectural Guidelines. The costs of inspection, where a subsequent violation is discovered (e.g., a Unit Owner has failed to comply with approved plans and specifications for Improvements authorized by the Architectural Committee), and enforcement, including court costs, attorneys' fees, and all administrative and enforcement fees, shall be paid by the Owner who has violated any of those provisions. Without limiting the foregoing, an offending Unit Owner shall be responsible for all costs the Architectural Committee may incur (a) in retaining counsel to investigate and seek a remedy for a violation of these Architectural Guidelines, including costs incurred by the Architectural Committee for consultation with the retained counsel and (b) in requesting the Project's Managing Agent to administer and manage an enforcement action to remedy the identified violation.

6.2 INSPECTIONS

In furtherance of the powers of the Architectural Committee, the Architectural Committee may inspect (or commission an inspection of) all approved construction (and construction in respect of which a complaint has been lodged with the Architectural Committee) to confirm its compliance with any grant of authority made by the Architectural Committee. As provided above, should a violation of these Architectural Guidelines be identified in connection with such inspection, all costs incurred by the Architectural Committee in commissioning such inspection, including the cost charged by the inspecting contractor or Project's Managing Agent are chargeable to the offending Unit Owner.

6.3 RIGHT TO CURE VIOLATION

As provided in the Declaration, any construction, alteration, or other work done in violation of the Declaration or the Architectural Guidelines or that is not in compliance with the approved plans and specifications approved by the Architectural Committee is deemed to be nonconforming. Upon written request from the Architectural Committee, the offending Unit Owner shall, at the Owner's own cost and expense, remove such nonconforming construction, alteration, or other work and restore the Unit or the Improvement to substantially the same condition as existed prior to the nonconforming construction,

alteration, or other work. Should an Owner fail to remove and restore as required, the Architectural Committee or their respective designees shall have the right to enter the Unit, remove the violation and restore the property to substantially the same condition as existed prior to the nonconforming construction, alteration or other work. The Owner shall be liable for all costs thereof together with interest thereon at the maximum rate then allowed by law, and the Association shall have an assessment lien to secure the payment of such costs.

6.4 RECOVERY OF COSTS

Each and every cost incurred by the Architectural Committee in enforcing compliance of these Architectural Guidelines shall be assessed against the offending Unit Owner as a special assessment pursuant to the Declaration and shall constitute an assessment lien against the Owner and the Owner's Property. As provided in the Declaration, the assessment Lien may be foreclosed by the Association as if it were a mortgage if not paid by the Owner.

6.5 FINES FOR VIOLATIONS

In the event of any failure by an Owner to obtain any required approval from the Architectural Committee or otherwise comply with the requirements of the Declaration or the Architectural Guidelines, the Board shall have the right, in addition to any other rights and remedies available to the Board and/or the Architectural Committee, to assess a fine of not more \$5,000 per single failure and/or daily fines not to exceed \$25 per day for any single continuing failure.

7. LIMITS OF LIABILITY; OWNER'S INDEMNITY

7.1 LIMITS OF LIABILITY

Review and approval of any application pursuant to the Architectural Guidelines is made on the basis of the architectural design or scheme thereof and for conformance with the requirement of the Declaration, Project Rules, and the Architectural Guidelines only and the Association shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, any committee, director, employee, or member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of any construction on or modifications to any Unit, Limited Common Element, or Common Element undertaken by or on behalf of any Owner. Furthermore, neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or (c) damage to the Project or any property within the Project; provided, however, that such Architectural Committee member has acted in good faith on the basis of such information as may be

possessed by him or her. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee. Without limiting the foregoing, no representations are made nor is any responsibility assumed by the Association or the Architectural Committee regarding the structural quality or soundness of the work proposed or approved. It shall be the sole responsibility of the Owner and the Owner's architect or builder to examine the premises and to undertake adequate design for all Improvements or changes to be constructed and made on the Owner's Unit. Neither the Architectural Committee nor any of its consultants shall be responsible for the effects on the value of any property which result from any modification to property undertaken based on Committee approval.

7.2 OWNER'S INDEMNITY

The Owner agrees to indemnify, save, defend and hold harmless the Association, the Board, and all officers, directors, committee members, employees, and agent of each from and against any and all claims and causes of action of any kind whatsoever arising out of or related to any review, disapproval, or approval of an Application for preliminary or final approval or the Plans or Specifications, or other materials submitted in connection with such Applications or any work undertaken pursuant to such Applications.

8. APPLICABILITY

These Architectural Guidelines shall apply to all Improvements constructed by or on behalf of any Owner on any portion of the Project, excepting only (i) Improvements that would not require the services of a licensed contractor if performed by a person other than the Owner, e.g., painting or wallpapering; exchanging appliances when no new plumbing is required; hanging fixtures when no new electrical outlets are required; window washing; rug cleaning; servicing air conditioners; and moving furniture in or out of the building and which are not visible from outside the Unit or Limited Common Element and (ii) Improvements constructed by or on behalf of the Association. It is the responsibility of the Owner to obtain required approvals or to confirm in writing that these Architectural Guidelines are not applicable before commencing the construction of any Improvements.

9. ARCHITECTURAL REVIEW PROCEDURES

9.1 GENERAL

The procedures set forth in this Section 9 must be completed and approval granted by the Architectural Committee prior to beginning construction for all Improvements subject to these Architectural Guidelines.

9.1.1 OWNER IN GOOD STANDING

No Application for preliminary or final approval will be considered by the Architectural Committee unless the application for approval is complete and the Owner is a member in good standing, i.e., has no outstanding Violations of the Declaration, House Rules, and these Architectural Guidelines.

9.1.2 SUBMISSION ONLY BY OWNERS

Only an Owner shall have the right to submit plans for work to be performed. Contractors and suppliers may not submit Applications, plans, materials, or products for review to the Architectural Committee. All Applications should be submitted via Management.

9.1.3 MODIFICATIONS TO PROCESS

The fact that an Owner has scheduled work, arranged financing, entered into a contract for materials or labor, received approval from City/County agencies having jurisdiction over related permit approvals, or will suffer any alleged hardships shall not be a basis for any modifications to the approval process required by the Architectural Committee under the provisions of the Declaration and these Architectural Guidelines.

9.1.4 OTHER CODES, LAWS, AND RULES AND ORDINANCES

These procedures and the Architectural Committee review and approval are only for compliance with the Project design and construction standards. Approval of plans does not modify or eliminate the Owner's obligation to obtain any necessary County zoning code or building permits and to otherwise comply with all existing laws, ordinances, rules and regulations, and as may be amended, or hereafter made by any governmental authorities or with such terms and conditions required under the Declaration and/or any deed, lease, or mortgage. In case of conflict, the more stringent requirement shall apply.

9.2 STEP 1 - PRELIMINARY APPROVAL

An Owner may request preliminary approval of a construction project request by submitting completed copy of "The Allure Waikiki Application for Approval of Modifications, Additions or Improvements" (the "Application") to the Architectural Committee through Management. A copy of the Application can be obtained from the Management office. The purpose of the preliminary approval procedure is to allow an Owner proposing to construct Improvements an opportunity to obtain guidance concerning design considerations and other requirements before expending substantial sums for plans and other exhibits required to apply for final approval. Any preliminary approval granted by the Architectural Committee as provided above shall expire ninety (90) days from the date of the issuance thereof or upon the submission of an Application for final approval, whichever occurs first. In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject Improvements.

9.3 STEP 2 - REQUEST FOR FINAL APPROVAL

9.3.1 APPLICATION

No Improvements of any kind whatsoever shall be commenced, erected, placed or altered upon or around any Unit, Limited Common Element, or any Common Element until the Owner has obtained final approval of such Improvements from the Architectural Committee. To obtain final approval, the Owner must submit a completed Application requesting final approval to the Architectural Committee. An Application for final approval will be considered complete only when the Architectural Committee has received a completed Application for Approval, a copy of the Certificate of Insurance, copies of the Plans and Specifications, if any, and any other items or materials requested by the Architectural Committee, including any required fees. Incomplete applications will be disapproved. In any case where the Improvements to be constructed require the consent of any Mortgagee or any other party, or if the construction activities will require access to a Unit or other property belonging to any other party, the Owner shall provide written evidence to the Architectural Committee that such Mortgagee or other party has consented to the proposed Improvements or granted the necessary access, not later than the commencement of construction, however, the Architectural Committee, in its sole discretion, may require that such evidence be provided prior to the granting of final approval.

9.3.2 PLANS AND SPECIFICATIONS

The Plans and Specifications required by Section 9.3.1 shall be drawn to a 1/4 inch = 1 foot scale and shall clearly show details concerning the Owner's proposed modifications, alterations or repairs, including materials, colors, and installation or application methods. For example, plans describing modifications to the floor plan of a Unit shall, without limitation, contain adequately scaled sections and details of new and existing load bearing and non-load bearing walls, identification of the location of electrical and plumbing system details and identification of construction materials and methods. Samples of materials (or adequate description acceptable to the Architectural Committee) should be, provided with the application.

9.3.3 REVIEW AND APPROVAL

The Architectural Committee is required to disapprove, approve, or approve with conditions all Applications within thirty (30) days after receipt of a complete Application, except in cases involving construction, reconstruction, repairs or maintenance involving Common Elements or Limited Common Elements, in which case the Architectural Committee has the right, in its sole discretion, to extend the additional review period upon written notice to the Owner given within the initial thirty (30)-day period. If the Application is disapproved, the Owner may revise the Application and the Plans and Specifications and other materials any other materials to conform to Committee requirements and resubmit it for reconsideration and approval within ninety (90) days. Oral requests for approval or preliminary approval

of proposed work that is subject to these Architectural Guidelines will not be accepted, either in person or over the telephone.

It is the responsibility of the Home Owner to maintain records of communications pertaining to a project, including but without limitation, the application and approval notice.

9.3.4 EXPIRATION OF FINAL APPROVAL

A final approval granted by the Architectural Committee expires ninety (90) days from the date of the issuance thereof, or at such earlier or later time set by the Architectural Committee in the granting of its final approval, unless construction on the approved construction has commenced within the ninety (90)-day period or within the period otherwise set by the Architectural Committee. The Architectural Committee, in its sole discretion, may extend the expiration date in writing, upon written application of the Owner citing the reasons justifying the extension. No oral extensions to the expiration date may be granted. Notwithstanding anything in these Architectural Guidelines to the contrary, if during the ninety (90)-day period described in this Section 9.3.4 the Unit Owner has reasonably pursued a building permit for the proposed Improvement that is the subject of the application for final approval and a building permit has not been issued, then, at the request of the Unit Owner, the Architectural Committee may extend the ninety (90)-day period in increments of ninety (90)-days to permit the issuance of the building permit.

9.4 STEP 3 - CONSTRUCTION

9.4.1 COUNTY PERMITS AND APPROVALS

The Unit Owner is responsible to apply for and obtain any necessary permits or approvals as required by the County building department.

9.4.2 WATER SHUTDOWN REQUESTS

Water to the Unit can be turned off at any time via the water shut-off valve located inside of the Unit by the water heater. Except in emergencies, water shutdowns to the riser: (i) are to occur Monday through Friday for a maximum of three (3) hours between 9:00 a.m. and 3:00 p.m.; (ii) are to occur no more than twice a week in a stack; and (iii) must be related to repairs or remodeling being performed by a licensed contractor who has provided a copy of his license, Certificate of Insurance naming the Association and Management as additionally insured, and a written description of the work to Management or the Architectural Committee. Requests, together with all required information, must be given to Management or the Architectural Committee not less than four (4) days in advance of the proposed shutdown. Management is to notify all Residents affected by the shutdown in writing at least two (2) days in advance. No plumbing work involving a water shutdown is permitted until the Architectural Committee or Management notifies the contractor that the water has been turned off and the contractor can proceed.

The Architectural Committee or Management shall be notified immediately when water service may be resumed. A riser shutdown fee may be assessed for water shutdowns affecting more than one Unit.

9.4.3 DILIGENCE IN CONSTRUCTION

Upon final approval of any Plans and Specifications, the Owner shall promptly commence construction within ninety (90) days after the Application for final approval has been approved and diligently pursue the same to completion and complete such construction within six (6) months of the commencement of construction unless a longer time is authorized in writing by the Architectural Committee. Failure to complete construction, modifications, additions, Improvements, or painting within the time required shall require the processing of a new Application and the re-submittal of all plans and specifications as appropriate for reconsideration by the Architectural Committee for issuance of a renewal permit.

9.4.4 CANCELLATION OF PERMITS OR APPROVALS FOR LACK OF PROGRESS

If at any time more than ninety (90) days have passed without substantial and significant progress toward completing any Improvement for which the Architectural Committee has granted a permit, the Architectural Committee may declare all permits and approvals in connection therewith null and void; and the Owner must resubmit a new Application for Committee approval, along with required plans and specifications, as amended. Determination of a lack of substantial and significant progress will be determined by a majority vote of the members of the Architectural Committee. The Architectural Committee shall not be bound by any previous decision when reconsidering plans and specifications which may come before the Architectural Committee as a result of an Owner exceeding the time requirements for completion of any project.

9.4.5 INSPECTION AND CORRECTION OF WORK

Inspection of work and correction of defects therein shall proceed as follows:

9.4.5.1 The Right of Inspection During Course of Renovation, Upgrades, Improvements, Modifications and or any type of Construction

Architectural Committee or its duly authorized representatives, General Manager or Operation Manager, may enter into any Unit, from time to time, during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Application for final approval, it shall notify the Owner of the Unit of such noncompliance. The Architectural Committee may not enter into a Unit without obtaining the prior permission of the Owner or occupant of such Unit; provided, however, that such prior permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee during the daylight hours within forty-eight (48) hours of the request for entry.

9.4.5.2 Notice of Completion

Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which an approved Application for final approval is required under these Architectural Guidelines, the Owner shall give written notice of completion thereof to the Architectural Committee.

9.4.5.3 Inspection

Within ninety (90) days after delivery of a notice of completion pursuant to Section 9.4.5.2, the Architectural Committee, or its duly authorized representative, shall have the right to enter into a Unit, as provided in Section 9.4.5.1 above, to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such ninety (90)-day period, specifying particulars of non-compliance and shall require the Owner to remedy such non-compliance.

9.4.5.4 Correction of Non-Compliance

If, upon the expiration of thirty (30) days from the date of the notification of non-compliance specified in Section 9.4.5.3, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Board in writing of such failure. After affording such Owner notice and opportunity for hearing, the Board shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If non-compliance exists, the Board shall require the owner to remedy or remove the same within a period of not more than thirty (30) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the non-complying Improvement or remedy the non-compliance and the owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a special assessment against such Owner for reimbursement. The foregoing shall be in addition to, and not in lieu of any other rights and remedies available at law or in equity to the Board, Association, or the Architectural Committee.

9.5 FEES AND DEPOSITS

The Architectural Committee shall, in its sole discretion, determine if any fees are required for an application, in accordance with the following:

9.5.1 DEPOSIT FOR ELEVATOR OR LOADING DOCK USE

The Architectural Committee may require a reasonable security deposit in any case where the nature of the activities of the owner or contractor poses a significant risk of damage to the elevator, loading dock

or other Project property. The deposit will be refunded, without interest, when the work is completed and the elevator, loading dock and other Project areas used by the Owner or contractor have been inspected by Management or Architectural Committee. Any damages caused by the Owner or contractor shall be deducted from the security deposit.

9.5.2 CERTIFICATE OF INSURANCE FOR PROJECTS INVOLVING LIMITED COMMON ELEMENTS

Before any work commences on any project that requires construction, reconstruction, alteration or repair of the Limited Common Elements (including lanais), the owner will provide a Certificate of Insurance with minimum limits of one million dollars (\$1,000,000.00) for the contractor company, naming the Association and Management as additionally insured, unless waived or reduced by the Board. In the event that there is damage to the Common Elements, Limited Common Elements or if the construction has violated any of the requirements or regulations, the Home Owner will be held liable. A copy of the Certificate of Insurance must be delivered to and received by the Architectural Committee before work begins.

9.5.3 CONSULTANTS' FEES

If the Architectural Committee determines that an Application requires the review of a professional consultant, including architects, engineers and other professionals, the Architectural Committee may charge the consultant fees to the Owner; provided that before any consultant review is commenced, an estimate of the consultant's fee shall be determined and forwarded to the Owner in writing. The consultant may be a member of the Architectural Committee.

9.5.4 ARCHITECTURAL COMMITTEE EXPENSES

The Architectural Committee may recover from the Owner any costs or expenses incurred by the Architectural Committee or its members in connection with the Architectural Committee's review of an Application for preliminary or final approval.

9.6 GOVERNMENT REGULATIONS

The application by an Owner for review and approval by the Architectural Committee of any Plans and Specifications or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with any applicable statute or law, or governmental rule or regulation or public utility requirement.

9.7 INTERPRETATION

All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the Architectural Committee, and its decision shall be final, binding and conclusive on all of the parties affected.

10. DESIGN CRITERIA

10.1 CONCRETE SURFACES

BE ADVISED THAT THE ALLURE WAIKIKI HAS BEEN BUILT USING A POST-TENSION CONCRETE SYSTEM THAT INVOLVES PLACING HUNDREDS OF STEEL CABLES UNDER HIGH TENSION IN THE CONCRETE SLAB (CEILINGS, FLOORS, AND BALCONIES). THEREFORE, ANY ATTEMPT TO PIERCE, PENETRATE, SAW, CUT, DRILL, OR ALTER YOUR CEILINGS AND FLOORS COULD DAMAGE THE INTEGRITY OF THE SYSTEM AND/OR CAUSE SERIOUS INJURY OR DAMAGE TO PERSONS AND PERSONAL PROPERTY AND IS EXPRESSLY PROHIBITED EXCEPT AS OTHERWISE PERMITTED BY THE BOARD OR ARCHITECTURAL COMMITTEE.

10.2 MATERIALS

All materials used for structures shall be termite and fungus free and shall not be secondhand without special approval. The non-availability of materials originally proposed for use by an Owner is not sufficient justification for substitution of materials that are not acceptable to the Architectural Committee. The use of any materials that vary aesthetically from those on approved plans is not authorized without specific approval by the Architectural Committee.

10.3 AIR CONDITIONERS

No window mounted or other air conditioner affixed to the building or to any Limited Common Element is permitted.

10.4 PAINTING

Painting of any Common Elements or Limited Common Elements by an Owner is prohibited, except with the express approval by the Architectural Committee as to color, material and method of application. Interior painting is not subject to these Architectural Guidelines, except that the color of any painting that is visible from outside a Unit or Limited Common Element shall be subject to the review and approval of the Architectural Committee. In all instances where painting or repainting is performed on any structure without the required Architectural Committee approval on file, complete with color samples, the Owner shall apply for approval as set forth above, and may be required to repaint if such approval is not granted.

10.5 LANAIS

10.5.1.1 Surface

The surface of the Lanai may be refinished with tile or natural stone of a neutral color. Other materials such as carpet, wood, or vinyl are not permitted unless given express permission from the Architectural Committee. Samples of lanai flooring materials must be provided to the Architectural Committee for approval.

10.5.1.2 Awnings

Before any awning can be attached, approval from the Architectural Committee is required. Any awning material must be canvas, vinyl, or other material approved by the Architectural Committee and must be of a color approved by the Architectural Committee. Awnings shall be secured to the lanai ceiling in a manner approved by the Architectural Committee. The bottom of the awning shall be free of the railing and only attachable by ropes when awning is lowered.

10.6 DISPOSAL OF CONSTRUCTION WASTE, DEBRIS AND DUST.

Each Owner shall be responsible for promptly disposing of construction waste and debris and for keeping all public and private areas and Common Elements surrounding such Owner's Unit free of waste and debris at all times. There is no dump site available within the Project. Dust must be contained within the Unit by closing all windows and doors. Unit front door must be sealed. If dust triggers the fire alarm system in the building, fines will be imposed.

10.7 REFLECTIVE FINISHES AND WINDOW TINTING

No reflective finishes shall be used on any surface visible from outside a Unit or Limited Common Area, other than glass and the surfaces of hardware fixtures. Highly reflective window tinting that creates glare visible from outside a Unit is not to be construed as a "glass" exception to the reflective finish restriction. Such window tinting treatments are specifically prohibited. Without limiting the foregoing, all window tinting installations are subject to review and approval by the Architectural Committee. While Unit Owners are generally concerned with the levels of light and heat transmission, the Architectural Committee's review focuses on light and heat reflectance. Applications for window tinting should be accompanied by a manufacturer's specification sheet and a minimum 3" x 5" sample. Metallic finishes are discouraged.

10.8 FLOORING

10.8.1 NOISE MITIGATION

No flooring shall be installed in any Unit or any Limited Common Element without the approval of the Architectural Committee. Any Owner seeking the approval of the Architectural Committee for the installation of any flooring shall submit such information and materials as the Architectural Committee shall require, including, without limitation, the information and material identified in Section 10.8.2, for the purpose of documenting the location and design of any flooring within the Unit or Limited Common Element and ensuring that such flooring is designed and installed in a manner to mitigate the transmission of noise and with reference to appropriate standards. Approval of the Architectural Committee is not an assurance or guarantee that noise will not be transmitted to other Units. Owners are advised that the Declaration provides that Owners installing flooring may be required to remove such flooring or otherwise mitigate the noise generated by such flooring if a verifiable complaint is received from Owners of other Units.

10.8.2 REQUIRED SUBMITTALS

The owner of any Unit wishing to install flooring must submit to the Architectural Committee the following:

- 10.8.2.1 A construction drawing clearly indicating the type of flooring to be installed and the underlayment to be provided to militate against impact noises such as footfalls. The drawing must clearly identify all materials, their composition and thickness.
- 10.8.2.2 A plan view drawing of the flooring area indicating the location of all adjacent partitions, cabinets, etc., with referenced details indicating the method of isolating the flooring along the entire perimeter.
- 10.8.2.3 Samples and specifications for all proposed flooring materials. Any sample materials that you provide may be returned to you upon request after the approval of the application.
- 10.8.2.4 The name, qualifications, and experience of the contractor who will install the flooring and resilient underlayment with a listing of such contractor's experience in the installation of floors utilizing impact insulation materials.
- 10.8.2.5 The proposed individual(s) who will oversee the installation in order to verify that the installation is in accordance with the manufacturer's requirements.

10.8.3 UNDERLAYMENT

Flooring underlayment must be chosen from a list of products pre-approved by the Architectural Committee, unless otherwise authorized in writing.

10.8.4 HOLES OR PENETRATIONS IN WALLS

No holes or other penetrations shall be made in demising walls (party walls) without the permission of the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Unit. Acoustical sealant shall be packed around the point of penetration of all pictures and other items hung from the wall that require nailing or screwing.

11. CONSTRUCTION STANDARDS

11.1 QUALITY OF WORK

All work shall be constructed in a workmanlike manner, to standards comparable to or better than those employed in the construction of the Project.

11.2 WORKING HOURS

Working hours are from 8:00 a.m. to 6:00 p.m., Monday through Friday; and 9:00 a.m. to 5:00 p.m. on Saturday. No work is allowed on Sundays or Holidays except when approved by the Architectural Committee or Management. (See Management for list of Holidays.)

11.3 LICENSES AND PERMITS

All work that requires the services of a licensed contractor if performed by a person other than the Owner shall be performed only by a contractor licensed in the State of Hawaii to perform such work. The Architectural Committee shall be provided a copy of all licenses. A copy of all electrical, plumbing, or mechanical permits must be given to the Architectural Committee or Management prior to starting work on those systems. Obtaining permits is the responsibility of the Owner.

11.4 ACCESS

ALL workers shall enter the building through Level 1 parking and shall sign in and out with the security personnel of Front Desk Ambassador on duty. A valid photo I.D. must be provided to the Front Desk in exchange for a Visitor badge. This badge must be visible at all times when moving thru the Common Areas. Loss of this badge could result in a penalty fee. The Association and Management reserve the right to deny access to any Contractor. Please see Vendor-Contractor Entry Procedures for more information.

11.5 FIRE SYSTEMS

Fire alarm audio and visual devices are NOT to be tampered with or moved for **any reason** unless expressly permission has been granted by the Architectural Committee. The Owner must use a Contractor but will be responsible for all costs. Failure to comply could result in penalty fees.

11.6 FLAME AND FIRE

When working with excessively hot tools or live flame which present a potential fire hazard or may trigger the fire alarm system, it is required that Management or the Architectural Committee be notified in advance.

11.7 USE OF ELEVATORS

The Home Owner or authorized agent must make advance arrangements (a minimum of twenty-four (24) hours) and coordinate work schedules with Management so that protective wall and floor pads can be placed in the elevator, before tools, materials, or other equipment is moved between floors. The elevator shaft shall be released as soon as the transfer of materials or tools is complete. Use of the elevators may be denied due to failure to make prior reservations.

11.8 PARKING

Vans, trucks, and waste bins must be parked as directed by Management, including when unloading and loading in the loading bay area. Any permits needed from the City to park on the streets during work are the responsibility of the contractor or the Owner of any Unit. Parking is limited and is available on a first come, first served basis and may not be reserved. Parking is not guaranteed to be available, in which case, Contractors may be required to park off-site.

11.9 CARTS

Contractors, tradespersons, and vendors will provide their own equipment. Hand trucks, pushcarts, and other equipment belonging to the Project are not to be used by contractors, tradespersons, or vendors.

11.10 STORAGE OF MATERIALS AND EQUIPMENT

All tools, materials, and other equipment being used in a project shall be located within a Unit and not placed in the hallways or in the Common Elements. No tools, materials, or other equipment shall be leaned against common walls, doors, or other surfaces. No flammable materials are to be stored in any Unit overnight.

11.11 REMOVAL OF DEBRIS

Debris resulting from work shall be carefully removed on a daily basis. Debris shall not be placed in the Allure trash bins or sent down the trash chutes. The Owner of any Unit is responsible for all charges, including permits if any, relating to the proper disposal of debris.

11.12 COMMON AREA PROTECTION, CLEANUP

Dust and other debris resulting from the work will be prevented from being spilled or stained from all Common Areas, including carpets, on a continuing basis as the work progresses and not only at the end of the day. This may require the use of carpet protectors or other runners to cover up the carpet or other level floor surfaces. If Project staff must clean up such debris, the responsible Unit owner will be charged a fee of \$150 minimum. Materials may be cut on the lanai as long as proper measures are taken to contain any dust and debris and to prevent it from falling or blowing off of the lanai, such as hanging plastic sheets.

11.13 RESPONSIBILITY

Owners are responsible for assuring compliance by their contractor with all obligations of the Declaration, Project Rules, and the Architectural Guidelines. Owners are responsible for all activities of their contractors, agents, and others working on such Owner's behalf while on Project property. Owners are responsible for any and all damage done to any Common Element, Limited Common Element, and/or

personal property and for any personal injury caused directly or indirectly by the Owner or the contractors or agents of the Owner in connection with any work done by the Owner or on the Owner's behalf.

11.14 SAFETY

The contractor is responsible for providing barriers and suitable markers whenever it is necessary or appropriate for the work being performed. When carrying large or bulky materials and equipment (such as rugs and ladders) one person must go before the object to clear the way.

11.15 NOISE AND SMOKING

11.15.1 SMOKING

Smoking is NOT permitted anywhere within the Project, other than inside the Unit of the Owner for whom the work is being performed with all doors and windows closed, with such Owner's consent.

11.15.2 NOISE

Remodeling or construction noise should be within the following limits: ninety (90) dB for a maximum of eight (8) hours; ninety-two (92) dB for a maximum of six (6) hours; ninety-five (95) dB for a maximum of four (4) hours; ninety-seven (97) dB for a maximum of three (3) hours; one hundred (100) dB for a maximum of two (2) hours; one hundred two (102) dB for a maximum of one and one-half (1½) hours; one hundred five (105) dB for a maximum of one (1) hour; one hundred ten (110) dB for a maximum of one-half (½) hour; and one hundred fifteen (115) dB for a maximum of one-quarter (¼) hour. No excessive noise, such as shouting, loud radios, or other unnecessary noises over 85 decibels is permitted at any time.

11.15.3 NOTIFYING NEIGHBORS

As it is likely that Units above, below, and beside a Unit under construction will be affected by noise transmission, it is highly recommended that the applicant properly notify the Residents of neighboring Units prior to the start of construction.

11.16 EATING AND DRINKING

Food and beverages may be consumed by workers only in the Owner's Unit.