

ASSOCIATION OF UNIT OWNERS OF ALLURE WAIKIKI

WATER DAMAGE POLICY

To assist owners in taking proper action when water damage occurs, the Board has adopted the following water damage policy. Damage to personal property and upgrades to the unit may not be covered under the Association's insurance policy. Owners and residents should include all personal items and upgrades to their units under their own personal property insurance.

WHEREAS, the Board of Directors of the Association of Unit Owners of Allure Waikiki oversees the administration and operation of the Allure Waikiki condominium (the "Condominium") in accordance with the terms and provisions of its Declaration, Bylaws and the Condominium Property Act;

WHEREAS, each unit owner is entitled to the exclusive possession of their unit;

WHEREAS, pursuant to Section 7.1 of the Bylaws, each unit owner is responsible to properly maintain and repair his or her unit;

WHEREAS, the Board of Directors seeks to ensure that the Condominium, including the units are properly maintained to prevent the spread of mold growth on or throughout the Project;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold in the units;

WHEREAS, it is critical that the Board of Directors be alerted immediately to the first signs of water intrusion within a unit or the common elements of the Project to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the common elements, the affected unit and other units in the Condominium;

WHEREAS, the unit owners, having the exclusive possession of their respective units, are solely able to observe any evidence of water intrusion, excessive moisture, the corresponding mold growth within their units; and

NOW, THEREFORE, BE IT RESOLVED, that the following Water Damage Policy is hereby adopted:

1. Unit owners/residents shall be responsible to keep up and maintain their units in a dry and clean state.
2. Unit owners shall be responsible to:
 - (a) clean and dust the surfaces within the unit on a regular basis;
 - (b) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the unit;
 - (c) immediately clean, dry and disinfect all liquid spills or leaks within the unit;

- (d) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts; and
 - (e) engage a professional remediation company to mitigate any damage to the unit resulting from leaks or spills.
3. Unit owners shall be solely responsible to ensure that any vents or exhaust fans serving the unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents, and laundry dryer vents. In the event they are not properly vented, the unit owner shall repair the items, after obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, unit owners/residents shall be solely responsible annually to inspect, clean and maintain (including changing filters) all such vents and exhaust fans.
4. The unit owner/resident must promptly notify the General Manager of the following:
- (a) any evidence of water leak or water infiltration or excessive moisture in the unit or common areas;
 - (b) any evidence of mold or fungi growth within the unit that cannot be completely removed with a common household cleaner; or
 - (c) any failure or malfunction of any heating, ventilating or air conditioning system serving the unit.

The initial notification may be oral, but it must be followed up by written notice within 14 days after oral notice.

Each owner shall be responsible for the cost of repairing any uninsured damage to: (i) the owner's unit, (ii) the common elements, or (iii) any other unit caused by any plumbing fixtures, pipes, drains, and other installations located in or serving only the owner's unit, including the cost of any mold remediation. If plumbing fixtures, pipes, drains and other installations located in or serving only one unit leak or require maintenance, repair or replacement, the unit owner shall be responsible for doing the work, EXCEPT:

If a water leak from any plumbing fixtures, pipes, drains, and other installations located in or serving only one unit: (i) threatens other units or the common elements, or (ii) may result in the growth of mold, the association may enter the unit and take immediate action to repair the leak and eliminate any conditions that are conducive to the growth of mold. The association may then determine who is responsible for the cost of the work. No association work done under this section to repair a leak and prevent the growth of mold shall prevent the association from assessing the cost of the work to an owner – in accordance with sections 6 and 7, below.

5. If necessary, the General Manager will, as soon as reasonably practicable after receipt of notice from an owner:
- (a) Take reasonable action to locate and secure the source of water leakage.

- (b) Inspect the unit(s) involved and write up a report. Copies of the report shall be provided to the unit owner(s) and the managing agent.
 - (c) Advise the unit owner(s) to notify his or her homeowner's/HO-6 insurance agent.
6. Unit Owners shall be responsible and liable for any expenses incurred by the Association for the maintenance, repair, replacement, cleaning, remediation, and repair of unit, and to remove mold from the unit: (i) in an emergency; or (ii) if the unit owner/resident fails to properly and promptly undertake the necessary work. The Board, however, shall have no obligation to take any action within a unit but may do so in its sole discretion. Unit owners/residents shall allow immediate access to their unit for such purposes pursuant to Hawaii Revised Statutes Section 514B-137(b).
7. Article 7 of the Bylaws of the Association of Unit Owners of Allure Waikiki provides a method of collecting the Association insurance deductible from the owner who is responsible by way of special assessment if needed:

Section 7.1. Maintenance and Repair of Units. [...]

Every Unit Owner and occupant must (a) reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings, and equipment owned by the Association caused by that Owner or occupant or by any person using the Project with their permission (except for normal wear and tear), and (b) give to the Managing Agent notice of any such loss or damage or other defect in the Project promptly after discovering it [...]

CERTIFICATE

I, Eric Eichholz, hereby certify that the above resolution was adopted pursuant to the BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ALLURE WAIKIKI, by the Board of Directors of the Association, at a Board meeting on August 21, 2024.

DATED: Honolulu, Hawaii; September 11, 2024.



Eric Eichholz
Secretary,
Association of Unit Owners of Allure Waikiki

