



ALLURE RULES AND REGULATIONS

INTRODUCTION

ALLURE RULES AND REGULATIONS

The Allure Home Owners Association Rules and Regulations are designed to enhance the experience of living in and owning a unit at Allure. The cooperation of each Owner and Resident contributes to maintaining the property's market value, enriching the quality of life for everyone, and most importantly, fostering a safe, enjoyable, and vibrant community.

The Board may adopt additional rules as needed to guide the conduct of Owners, tenants, Guests, and others. These guidelines are intended to protect property values, secure Owners' investments, and ensure a positive, welcoming environment for all Residents.

Living in a high-rise condominium requires a higher degree of cooperation and consideration among Residents compared to a single-family home neighborhood. Each Resident's commitment to preserving an attractive and congenial atmosphere is essential. Community self-governance requires mutual respect for reasonable limitations on individual lifestyles and preferences.

The use of common and recreational areas must not disrupt any Resident's right to a peaceful, safe, and enjoyable environment. These rules are supported by sanctions intended to deter any violations of community standards.

Fines and Enforcement

Violations of these Rules and Regulations may result in enforcement action, including the imposition of fines, suspension of privileges, or other remedies, **only after notice and an opportunity for hearing as required by Nevada law**. The amount of any fine imposed shall be **commensurate with the severity of the violation** and determined in accordance with **NRS 116.31031** and the Association's adopted schedule of fines. These Rules and Regulations do not establish specific fine amounts except where expressly stated.

Health, Safety, and Welfare violations may be subject to enhanced penalties pursuant to the Association's adopted Fines and Penalties Policy and applicable Nevada law.

The following Rules and Regulations have been adopted to protect property values, secure investments, and promote a pleasant environment for all Members of the Allure Owners Association ("Allure" or "Association"). They are a living document and were developed in accordance with the Association's governing documents and Nevada and Federal laws.

Thank you,

Allure Homeowners Association Board of Directors

RULES AND REGULATIONS FOR ALLURE CONDOMINIUMS

The following Rules and Regulations for Allure Condominiums (hereinafter, the "Rules and Regulations") shall govern the conduct and activities of all Unit Owners and residents of the Condominium, including all household members, guests, employees, invitees, lessees, and/or guests of any of the foregoing, to provide for the harmonious operation of the Condominium. The Rules and Regulations are binding on all Unit Owners and on all residents (whether or not they are Unit Owners), including all household members, guests, employees, invitees, lessees, and/or guests of any of the foregoing. Violations may result in enforcement actions and/or fines, following notice and an opportunity for hearing as required by law.

The Board of Directors (the "Board") of the Allure Homeowners' Association, Inc. (the "Association") may amend these Rules and Regulations in writing, from time to time, as provided in the By-Laws. Wherever same may be in conflict, the Declaration of Condominium for Allure Condominiums (the "Declaration") shall take precedence. Hereafter, the Declaration, the By-Laws, and the Articles of Incorporation of the Association may be referred to as the "Governing Documents". All defined terms shall have the same meanings given to them in the Governing Documents.

Any Unit Owner, resident, guest, or employee thereof who abuses or otherwise acts improperly toward any other Unit Owner, resident, guest, employee, staff member, or Association personnel may be subject to enforcement action, including notice, hearing, fines, and other sanctions, as permitted by the Governing Documents and applicable Nevada law. All fines and enforcement actions shall be imposed in accordance with NRS 116.31031 and the Association's adopted Fines and Penalties Policy, as amended from time to time.

Complaints about an Association employee or Association vendor must be registered with the General Manager or other managing agent of the Association (the "Manager") not the employee or Association vendor. All Unit Owners and residents are entitled to the same level of service, thus special privileges or exceptions to the Governing Documents and Rules and Regulations are not to be sought from the Association or its staff through special requests, gratuities or otherwise. Each of these Rules and Regulations shall be in accordance with all applicable federal, state, county and city codes, ordinances, and regulations.

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Unless otherwise defined herein, all capitalized terms have the meaning set forth in the Declaration.

A. UNIT OWNERS/ HOUSEHOLD MEMBERS/ GUESTS/ LESSEES/ EMPLOYEES

1. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action by the Board which may include, without limitation, an action to recover sums due for damages, injunctive relief, fines, loss of voting privileges, loss of use of recreation facilities and/or Association services or any combination thereof. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws.
2. All lessees must be given a copy of the Governing Documents and the Rules and Regulations by the Unit Owner. Unit Owners are responsible for violation of any of the Governing Documents by their lessees or invitees.
3. Unit Owners are responsible for any violation of the Governing Documents and these Rules and Regulations by their employees, visitors, agents, and/or their contractors and any damage to the building, recreational facilities, equipment, or any other Common Element property caused by same.
4. Unit Owners may not hire Association employees during the employee's on-duty or off- duty hours. The Board of Directors is solely responsible for directing and supervising employees of the Association.

B. SMOKING POLICY

Smoking, including e-cigarettes, is prohibited in all interior and exterior Common Elements, including the pool deck, unless designated smoking areas are approved by the Board. Smokers must properly dispose of cigarette butts in designated containers and are strictly prohibited from discarding them, on the sidewalk, off balconies, onto common areas, or neighboring balconies. Residents are responsible for any resulting damage or cleanup.

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C. **LOBBY**

1. The lobby is a decorative/meeting place feature of the Association and that is its sole function. The lobby and its furnishings shall not be used for business conferences. Business materials, documents and wares shall not be displayed in the lobby.
2. For safety, liability and quiet enjoyment reasons, no person is allowed to run in the lobby, climb on any of the lobby furniture, nor play in the lobby.
3. Guests/visitors/housekeepers and/or other employees must stop at the Main Lobby's Reception Desk (the "Lobby Desk") in order to be announced to the Unit Owner and/or directed to and sent up in the elevator.
 - a. Staff-Assisted Guest Access Suspension: As a convenience, the Association may dispatch guests to a Unit via elevator controls. The General Manager or other managing agent may, in their reasonable discretion, temporarily suspend staff-assisted guest elevator dispatch for any Unit not in good standing, including Units subject to unresolved violations, outstanding fines, delinquent assessments, repeated noncompliance, or conduct materially interfering with building operations, staff, or residents. During any period of suspension, guests may still visit the Unit; however, the Unit Owner or resident must be physically present in the lobby to receive and escort their guests. This is an administrative limitation on concierge services and does not restrict lawful ingress or egress.
4. Large quantities of groceries, tools, furniture, appliances, equipment, luggage etc. shall not be brought through the lobby and must be brought up or down in the freight elevator accessed from the garage levels.

DELIVERIES

1. Items will be held in the package room for no more than seven (7) days. After seven days, the items may be returned to the sender or discarded. The Association accepts no responsibility for any items signed for or left at the concierge desk, delivered, or stored in the package room or parcel lockers.
2. The concierge or any staff may sign for packages, express deliveries, certified letters, or regular deliveries unless the Unit Owner or resident has specifically requested in writing that they do not do so and has provided an indemnification and release form, which must be on file with the Management Office. The concierge or any staff reserves the right to refuse to sign for or accept items at their discretion, particularly if the item is unauthorized, inappropriate, or exceeds their capacity to manage.
3. Under no circumstances will Concierge staff sign for marijuana deliveries.

D. GENERAL AND COMMON ELEMENT RULES

1. No Unit Owner or occupant shall make or permit any disturbing noises by himself/herself or his/her family, employees, pets, agents, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, electronic devices, or sound amplifier in his/her Unit in such a manner as to reasonably disturb or annoy other residents.
2. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Board. Additionally, no awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board. Notwithstanding the foregoing, Unit Owners shall be permitted to display (a) one portable, removable United States Flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard and (b) political signs strictly in accordance with the Act.
3. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any segways or similar carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes. Segways or similar motorized vehicles, bicycles, skateboards, and the like shall not be ridden or used in any portion of the Common Elements except to accommodate those individuals with disabilities or other medical conditions in accordance with applicable law.
4. The personal property of Unit Owners and occupants must be stored in their respective Units or storage space assigned to a Unit as an appurtenant Limited Common Element (if applicable).

5. No articles other than patio-type furniture (except plastic furniture, which is prohibited) shall be placed on Terraces or other Common Elements and Limited Common Elements of Units.
6. Obstruction of walkways, entranceways, and any other Common Elements is prohibited.
7. No one is permitted to plant or place live flowers or plants on the Common Elements, except in Limited Common Elements appurtenant to a Unit, but only to the extent permitted by (and then only in strict accordance with) the Governing Documents.
8. There is no expectation of privacy in the common areas; however, filming, photography, live streams, and videography are not permitted without the prior written consent of the Board and/or the Manager.
9. Unauthorized usage, borrowing, or removal of any equipment or property owned by the Association, including valet carts, is prohibited. If authorized, such equipment or property must be returned by the borrower to its proper point of origin immediately after use. Valet carts must be physically escorted when returned to their point of origin and may not be returned in the elevator unattended.
10. To the maximum extent permitted by applicable law, no antenna, satellite dishes or other television and radio reception items will be permitted by the Association to be placed outside any Unit, including any appurtenant Limited Common Element if (a) the installation, operation or use of such items impairs or adversely affects the audio or visual system installed in the Condominium by Developer, or (b) the Unit Owner can obtain substantially similar audio and visual services through the audio and visual network system installed in the Condominium by Developer. Nevertheless, if, but only if, required by applicable law, installation of any satellite dishes, antenna or other reception equipment shall be restricted in accordance with the following: (a) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (b) the dish may be no greater than one meter in diameter, and (c) to the extent that same may be accomplished without (i) impairing reception of an acceptable quality signal, (ii) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (iii) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements or Limited Common Elements. Satellite dishes are not to be affixed to the

exterior walls or balcony railing. Drilling or penetrating the Exterior Insulation Finish System (EIFS) is prohibited.

11.

Drones

No Person shall operate a drone or other aerial device, whether for recreational or business purposes, on, over, or upon the Association's Common Elements, including the airspace immediately surrounding the building, without the prior written approval of the Association.

This restriction does not apply to drones or aerial devices operated by or on behalf of the Association for authorized Association purposes, including but not limited to inspection, maintenance planning, safety assessments, documentation of violations, and protection of the Common Elements and Limited Common Elements. The Association shall not use drones to intentionally observe or record the interior of a Unit.

12.

Firearms.

No Owner, resident, guest, or invitee may carry a firearm, either concealed or open carry, within the Common Elements at any time except for direct ingress or egress to and from a Unit.

UNIT OWNERS' UNITS

Balcony and Terrace Use

1. **Balcony Railings:** No items are permitted to be affixed to or overhang balcony railings due to safety concerns.
2. **Balcony Cleaning:** Residents must avoid using excessive water on balconies to prevent leakage onto other units, windows, balconies or staining the building exterior. The unit owner is responsible for any resulting damage or cleanup.
3. **Cigarette butts** must be properly disposed of in designated disposal containers. Under no circumstances should they be tossed or flicked off the balcony onto common areas or a neighbor's balcony. Unit owners are responsible for any resulting damage or cleanup.
4. **Storage Restrictions:** Only patio furniture and plants are allowed on balconies. All other items are prohibited.

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5. **Plant Safety:** Plants must be securely placed in pots within the balcony area, not attached to any balcony structure.
6. **Animal Supervision:** Animals may not be left unattended on balconies, and residents must ensure they do not urinate or defecate on balcony surfaces or materials.
7. **Grill Use:** Charcoal grills, smokers, and similar appliances are not allowed on balconies.
8. **Propane operated, grills, firepits or propane operated heaters are prohibited. Propane tank storage is prohibited.**
9. **Lighting on patios** must not be installed in a way that penetrates walls or railings. All lighting must be positioned so it is not visible to neighbors or from any location outside the patio, ensuring it is only visible from within the patio itself.

Safety and Fire Prevention

1. **Fire and Life Safety Systems:** No alarm sensors, including sprinklers or smoke detectors may be moved, covered, or altered without written Board approval to prevent compromising building safety. Altering or tampering with the Fire and Life Safety System is considered a health Safety Welfare violation, may result in immediate corrective action, fines, cost recovery, and other remedies permitted by Nevada law.
2. **Hazardous Materials:** No flammable, combustible, or explosive substances (other than standard household cleaners) are allowed in units or common areas. These items must not be disposed of through trash chutes; contact Management for proper disposal methods.
3. **Proper Disposal:** Trash, cans, brooms, and similar items must remain inside units and not be hung or shaken out of windows, balconies, or common areas.

Terrace Regulations

1. **Plant Placement:** All terrace plants must be in pots or planters that do not touch terrace walls or rails, and no items may extend beyond terrace boundaries. A weight limit of 40 pounds per square foot applies to terrace items. Irrigation systems, unless installed by the developer, are not permitted. Plant watering must be done in a manner that does not cause water to stain or overflow your balcony.

2. **Furniture and Article Limitations:** Only patio furniture is allowed on terraces. Hanging or placing items like linens, clothing, or rugs on terraces, windows, or other common areas is prohibited. Plastic or lightweight furniture is prohibited.
3. **No Falling Items:** Residents must avoid allowing anything to fall from windows or terraces, and may not sweep or throw debris onto other terraces or common areas.
4. **Decorations:** Attaching, hanging, or displaying items on exterior walls, windows, or terrace railings is prohibited. Exterior-facing curtains or draperies must be white or off-white.
5. **Air Conditioning Units:** Window air-conditioning units are not allowed.
6. **Window and Door Coverings:** No aluminum foil, reflective, or tinted materials may be placed on windows or doors . Unsightly items visible from windows or doors are not permitted.

Unit doors

Door Locks and Emergency Access:

1. **Keys:** Electronic door locks are permitted but must not be keyless. Unit Owners are required to provide a key to the management office for emergency access. Access may also be necessary for annual fire system inspections.
2. **Lock Appearance:** Door locks must be silver in color. Any changes to door locks require prior approval from the Board.
3. **Propped Doors:** For safety reasons, including smoke control during emergencies, Unit doors must not be propped open.
4. **Door Alterations:** Unit doors may not be changed or altered without written permission from the Board.
5. **Security Doorbells:**

Security doorbells, such as Ring or Nest, are allowed with written Board approval. These doorbells must be silver in color.

Religious Displays at Unit Entry

Notwithstanding any other provision of these Rules and Regulations, residents may display a religious item on or immediately adjacent to the entry door or doorframe of their Unit, provided that:

- a. The display does not exceed thirty-six (36) inches in height and twelve (12) inches in width and is not larger than the door or doorframe to which it is attached.
- b. The display does not interfere with the opening or closing of any door.
- c. The display does not create a health, safety, or welfare concern, including obstruction of ingress or egress.
- d. The display is non-illuminated, non-mechanical, and does not damage the door, doorframe, or surrounding surfaces.
- e. The display complies with all applicable federal, state, and local laws.
- f. Displays containing obscene, discriminatory, or unlawful content are prohibited.
- g. Upon removal of the display, the Unit Owner is responsible for restoring the door and doorframe to their original condition.

The Association may require the relocation or removal of any display that does not comply with these requirements or that creates a safety or maintenance concern.

Trash Disposal

1. **Trash Chute Use:** Trash must be bagged, tied, and placed directly into trash chutes. Large items like boxes and bedspreads should be taken to the garage dumpster. For safety reasons, the trash room door is locked, but staff can unlock it. Cat litter must be bagged and placed in 1st floor garage dumpster and not disposed of in trash chutes.

Prohibited Items in Trash Chutes: For safety and to prevent building-wide fire alarm activations, the following items are strictly prohibited in trash chutes, including but not limited to: cat litter (even when bagged), construction debris (including grout, mortar, drywall dust, tile, and similar materials), liquids of any kind (including mop water), grease or oil, bulk cardboard or large boxes, Christmas trees, hazardous or combustible materials, and any item capable of creating excessive dust, obstruction, or damage. Improper disposal that triggers an alarm, creates an obstruction, or causes damage may result in fines, cost recovery, and enhanced penalties pursuant to the Association's Fines and Penalties Policy.

2. **Hazardous Waste:** Hazardous or combustible materials, such as paint or chemicals, must not be placed in trash chutes. Bring such items downstairs to the trash disposal area for proper disposal.

3. **Compacted Trash:** Trash from compactors cannot be put into chutes and must be taken to the garage dumpster to avoid damaging them.
4. **Drain Disposal:** To prevent plumbing clogs and damage, grease, cooking oil, coffee grounds, vegetable or fruit peelings, eggshells, rice or pasta, grout or construction slurry, paper towels, and wipes of any kind (including those labeled “flushable”) must not be put in any drain or toilet. The Unit Owner is responsible for any resulting repair costs.

E. SAFETY PRECAUTION

Building Access

Fob Policy

1. Fob Distribution:
2. Building access fobs are available to Unit Owners and residents for a fee.
3. Unit Owners are permitted a maximum of four (4) fobs.
4. Tenants are issued fobs equal to the number of residents listed on their current lease agreement.
5. Additional Fobs:
6. Requests for additional fobs must be submitted in writing and require approval from Management or the Board.
7. Lost or Misplaced Fobs:
8. For security purposes, lost or misplaced fobs must be reported to Management immediately.

Once reported, the lost fob will be deactivated to prevent unauthorized access.
9. Replacement fobs will be issued for a fee.
10. Fob Transfers and Returns:
11. Fobs are non-transferable and may not be shared or loaned to unauthorized individuals.
12. Upon a change in tenancy, sale of a unit, or the end of a lease, all issued fobs must be returned to Management.
13. Security Measures:
14. Misuse of building access fobs, such as duplication, loaning, or unauthorized distribution, is strictly prohibited and may result in fines or deactivation of access privileges.

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15. Unit Owners and Lessees must list individuals' names on their Unit's Access Authorization form before Lobby Desk personnel will allow access to a Unit Owner's Unit when the Unit Owner is not home. Access authorization must always be in writing.
16. Employees of Unit Owners carrying tools, equipment, or materials must sign in and out at the Lobby Desk and/or at the receiving entrance and must use the freight elevator. Employees of Unit Owners not carrying tools, equipment, or materials may check in at the Lobby Desk or at the receiving entrance and may use the passenger elevators.

F. MOVING PERSONNEL AND MOVING INFORMATION

1. Moves and deliveries may be scheduled only between 8:00 a.m. and 5:00 p.m. Monday through Friday and between 9:00 a.m. and 4:00 p.m. on select Saturdays.
2. Non-emergency work resulting in noise to neighbors is not permitted on weekends or holidays. No moves are allowed on Sundays and holidays
3. All individuals moving in or out of the building must notify the Management Office not less than one (1) week in advance. A move-in/move-out deposit must be left with the Manager. The resident, together with the Manager or designated representative, is strongly advised to inspect the Common Elements, including the freight elevator areas, surrounding their Unit before and after the move-in/move-out in order to ensure that no damage has been done to the Common Elements during the move. If no damage has been done, the full amount of the deposit will be returned to the resident.
4. Movers must use the freight elevator only.
5. Moving vans must park in the area assigned by the Lobby Desk or Receiving personnel. Furniture and boxes may only be moved through the service entrance. The moving personnel shall remove the discarded cartons or boxes from the building.
6. Trash Removal for Move-ins/Move-Outs, Deliveries or Renovations. Furniture and boxes may only be moved through the service elevator. Discarded cartons, boxes or any other moving materials or debris must be removed from the building and Unit by the moving personnel. Any oversized trash must be hauled off by the resident or contractor. The Owner will be billed for any charges assessed to the Association for the Allure Rules and Regulations – Revised and Adopted March 4, 2026

removal of oversized items left in the dumpster area or discarded anywhere else on the property.

G. CONTRACTORS, CONSTRUCTION, REMODELING AND DECORATING PERSONNEL

1. Construction, remodeling, repairs, and decorating of Units and Limited Common Elements are allowed only from 8:15 a.m. to 5:00 p.m., Monday through Friday, and must comply with these Rules and all other Governing Documents. Noise from such work is prohibited before 8:00 a.m. Construction noise is not allowed on Saturdays, Sundays, or holidays.
2. Violations are subject to a \$100 fine per occurrence. Additionally, a \$100 fine will be imposed if work continues past 5:00 p.m., with an additional \$100 fine for every 30 minutes or portion thereof past 6:30 p.m.
3. Emergency work, such as addressing flooding or other urgent repairs to protect Units or Common Elements, is permitted at any time. Once the emergency is resolved to the Association's satisfaction, standard rules and regulations will apply. All work on premises must comply with all applicable safety and building codes and licenses and other applicable laws. See section entitled "Architectural Control" below.
4. It is Unit Owner's responsibility to ensure that all contractors are licensed in the State of Nevada and have worker's compensation insurance as required by law, and commercial general liability and property damage insurance insuring against loss, damage or liability for injury or death to persons and loss or damage to property occurring from any cause whatsoever, naming the Association as an additional insured in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit-bodily injury and property damage, from an insurance company with a policyholder's rating of "A" or better and a financial rating of "IX" or better in Bests' Insurance Reports. The Association shall have the right to deny access to any contractor that fails to maintain and properly deliver to the Association the required insurance. For the purposes of these Rules and Regulations, the term "contractor" includes all contractors and subcontractors and its and their employees, agents, personnel, and suppliers.
5. All workers must check in and out at the Lobby Desk and/or Receiving Dock upon arriving and leaving. Any worker not in compliance with this rule will be asked to leave the premises. Workers must use freight elevators only.
6. Workers must park service vehicles off the property or as directed by the Lobby Desk and/or Receiving Dock attendant.

7. Debris is not to be stored in halls or other Common Elements or Limited Common Elements. Contractors must clean up and remove debris daily. No building debris is to be discarded in the trash chutes or trash bins belonging to the Association. Noncompliance will result in fines against the employing Unit Owner.
8. Contractors, their employees, and the Unit Owner will be responsible for all loss or damage caused by workers, or their agents.
9. All plans shall be subject to approval by the Board in accordance with the Declaration and in these Rules and Regulations. Unit Owners shall only make improvements or repairs which have received written approval by the Association.
10. Unit Owners shall provide the Association or its designee a damage/performance deposit of \$5,000.00 ("Deposit") prior to the commencement of any construction repairs, remodeling, or improvements. This money will be held by the Association until the work is completed. The Deposit, minus applicable expenses, costs, damages, and fines, will be returned within thirty (30) days of completion of Unit Owner's project. In no way does the Deposit restrict the amount of damages the Association may seek against Unit Owner for Unit Owner's violation of these Rules and Regulations or Governing Documents or damage arising from the Unit Owner's project. Unit Owner shall post a construction bond for the completion of the work, compliance with the Declaration and these Rules and Regulations and payment of all fees, whether to public agencies, the Association or otherwise, in a form acceptable to the Association, with a surety with a net worth in excess of Fifty Million Dollars (\$50,000,000.00) in an amount equal to 150% of the cost of Unit Owner's project.
11. Unit Owners shall reimburse the Association for all costs incurred by the Association related to Unit Owner's project. Unit Owners agree to assume full responsibility for any damage to Common Elements or the Limited Common Elements, or persons or property of others caused by the Unit Owner or Unit Owner's subcontractors, agents, employees, or invitees. If the damage is not repaired in a timely manner, Unit Owners agree the Association have the right to make the repairs and specifically assess the Unit Owner for the cost of those repairs, or deduct the amount from the Deposit, and/or take legal action against the Unit Owner. If the Unit Owner fails or refuses to pay the special assessment, the Association shall have the right to lien Unit Owner's property and/or utilize any other remedy provided for in these Rules and Regulations, the Governing Documents or by law.

12. Unit Owners shall be liable for all expenses incurred by the Association in mitigating damages to the Common Elements, Limited Common Elements and other Units arising out of the construction, repairs, remodeling, or improvements. Such expenses shall be deducted from the Deposit and/or become an Assessment against the Unit Owner.
13. Prior to the commencement of construction, Unit Owners shall obtain and post all applicable building permits from appropriate governmental agencies. Unit Owners warrant that all work and materials will comply with applicable law, including applicable building codes.
14. Whenever changes involve structural elements of the building and/or a change in load factors, Unit Owners agree to have plans prepared by and signed-off by a Nevada licensed structural engineer, as more fully provided in the Declaration.
15. Unit Owners shall report to the Association and correct, at his or her sole expense, any building code violations and/or deficiencies discovered during the course of the repairs and/or remodeling, whether such conditions are found in the Unit or the Common Elements or Limited Common Elements surrounding the Unit.
16. Representatives of the Association shall have the right but not the obligation to periodically make site observations. Unit Owners agree to allow such observations by such representatives and understand that work will be halted if inspections are not allowed. Such site observations do not relieve Unit Owners from his or her duty to comply with plans approved by the Association, these Rules and Regulations, the Governing Documents and all applicable building and fire codes.
17. All work must be done inside the Unit Owner's unit or (if applicable) appurtenant Limited Common Element. Workmen shall not set up equipment in the Project's hallways, lobbies, or garages. There shall be a \$150.00 fine per violation.
18. Equipment and material shall not be stored in Common Element or Limited Common Element hallways, lobbies, balconies, or garages. All equipment and material must be stored inside the Unit Owner's unit or taken off-site. Workmen are prohibited from using Common Element electrical outlets to power their equipment. There shall be a \$150.00 fine per violation per day the violation continues to exist.
19. All Common Element and Limited Common Element floors must be protected with Masonite or plywood (taped at the edges) from the elevators and/or stairwells to the Unit whenever equipment or material is being delivered to the Unit. The protective coverings must be removed, and the floor cleaned by 5:00 p.m. each day if required by the Association. If this is not done, Unit Owner is

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subject to a \$100.00 fine per occurrence plus the cost of cleaning and any associated damage.

20. Only padded freight elevators, or such other elevators as designated by the Association in writing, may be used for transporting workers, equipment, and materials related to the work. There shall be a \$200.00 fine per violation.
21. Because parking in the building is limited, parking must be coordinated with the Association or its Manager.
22. No signs may be displayed in or around the Unit or (if applicable) appurtenant Limited Common Element. There shall be a \$500.00 fine per violation per day the violation continues to exist.
23. Water or sprinkler shut-offs shall only be done between 10:00 a.m. and 3:30 p.m. At least seven (7) days' notice must be given to the Association. Unit Owners will be allowed three (3) building water shut-offs at a cost of \$150.00 per shut-off. Any more than three (3) shutoffs in a 30-day period will cost \$500.00 per shut-off. All shut-offs must be paid for in advance.
24. Unit Owners must ensure that any changes to their Units or (if applicable) appurtenant Limited Common Element meet the following minimum acoustical standards:
 - a. *Floors.* All changes to floors separating Units (e.g., the addition of tile, hardwood, stone, etc.) must provide code-compliant sound control properties for both airborne and impact sound insulation. In addition, the changes must satisfy the following ratings: (i) impact sound insulation must be Field Impact Insulation Class (FIIC) 50 or higher, and (ii) airborne sound isolation rating must be Noise Isolation Class (NIC) 50 or higher.
 - b. *Walls.* Wall must provide an airborne sound insulation sufficient to meet a Noise Isolation Class (NIC) rating of 50 or higher.
 - c. *Plumbing.* All plumbing must be properly insulated for sound and must be isolated from walls, studs, joints, ceilings, and flooring.
 - d. *Penetrations.* Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, soffits, or heating, ventilating or exhaust ducts must be sealed, lined, insulated, or otherwise treated to maintain the required sound ratings.
 - e. *Acoustical Test.* At the conclusion of the work, Unit Owners may be required to produce a "sound test" from an acoustical consultant to confirm that acoustical standards have been met. If the standards are not met, the Unit Owner shall promptly make appropriate changes to ensure compliance.

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25. Workers are not allowed to bring pets on-site and will be denied entry if they have an animal with them. All workers must wear shoes, pants or shorts, and shirts at all times. Workers are also prohibited from creating nuisance noise unrelated to the construction work and are prohibited from eating meals or taking breaks in the Common Elements or Limited Common Elements. There shall be a \$50.00 fine per violation.
26. No alcoholic beverages, intoxicants, drugs, or other controlled substances are permitted to be brought onto the Project or used by workers. There shall be a \$500.00 fine per violation and the offending party may be barred from the property.
27. If the Unit's fire monitoring system or fire sprinkler system is disconnected for any reason,
 - i. Unit Owners must IMMEDIATELY notify the Association WITHOUT EXCEPTION. The Association will post a "fire watch" until the system is reconnected. All expenses including any overtime will be billed to Unit Owner (please refer to the current Fee Schedule for the cost of overtime). There shall be a \$1,000.00 fine per violation if these procedures are not followed.
28. Contractors must use their own equipment. No equipment which is the property of the Association may be used at any time.
29. All dust, dirt, noise, fumes, etc. must be contained in the Unit. THE USE OF LACQUER PAINTS AND/OR VARNISHES ARE PROHIBITED. All perimeter doors to the Unit must be closed at all times. There shall be a \$100.00 fine per violation per day the violation continues to exist, as well as any relocation costs for any residents affected by this nuisance.
30. The Unit Owner's project must be completed within 270 days from the start of construction. Extensions may be granted in the sole discretion of the Board upon written request showing good cause. If the Unit Owner's project is not completed by the completion date and no extensions have been granted, fines will begin to accrue at the rate of \$300.00 per day until Unit Owner's project is completed. Additional construction administrative fees and overhead charges, if any, are governed by the Association's Construction and Remodeling Policy.
31. If the Unit Owner fails to complete the work or completes it in such a manner that Common Elements or Limited Common Elements are adversely affected, and then fails or refuses to correct the problem, the Association is authorized to correct the problem and deduct the costs from the Deposit and/or impose a special assessment to the Unit Owner for reimbursement, or take legal action to force the Unit Owner to correct the problem.

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32. The consent of the Association to the Unit Owner's project shall not give rise to any liability on the part of the Association or their respective representatives. Unit Owners shall indemnify, hold harmless and defend the Association and their respective affiliates, members, officers, directors, employees and agents from claims for injury or loss to persons or property arising from the project or its approval by the Association and shall indemnify and hold harmless the Association and their respective affiliates, members, officers, directors, employees and agents and all other Unit Owners against liability or loss arising from liens for labor performed or for materials Unit Owners furnished for work on Unit Owner's Unit.
33. Failure to follow these Rules and Regulations or the Governing Documents can result in fines, suspension of workers' access to the building, and/or other legal remedies including ex parte restraining orders from a court of competent jurisdiction to restrain the breaching party and its agents, servants or employees, from violating the provisions of these Rules and Regulations or the Governing Documents. In the event proceedings are brought to enforce any of the provisions in these Rules and Regulations or the Governing Documents, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees. In the event the Association is the prevailing party, such costs and fees shall become an Assessment against the Unit Owner's Unit.
34. The rules contained in this Section I are in addition to the provisions set forth in Section 9 of the Declaration. In the case of a conflict between the provisions of this Section I and the Declaration, the provisions of the Declaration shall apply. In addition, whether or not so expressed, the rules in this Section I apply to any construction, remodeling, or alteration of any Cabana by the Owner to which such Cabana is an appurtenant Limited Common Element.

H. ARCHITECTURAL CONTROL

1. Except as provided in the Declaration with respect to hard surface floor coverings, no Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, his/her Unit or any Limited Common Element (including, but not limited to, Cabanas [whether exterior or interior] designated as Limited Common Elements and exterior tile, screen doors, window treatments visible from the outside, lighting, umbrellas, exterior pictures, mosaics, sculptures, or other ornamentation on Terraces), without the prior written consent of the Board of Directors, or any committee appointed by the Board of Directors.
2. Alterations or additions of any type on the Terraces or within or outside Cabanas designated as Limited Common Elements are prohibited without

prior written consent of the Board. Application for permission must be made through the Board for any such alteration or addition or any other modification as outlined in the governing documents.

3. Requests for approval by the Board must be submitted in writing, on minimum 8-1/2" by 11" paper, with a formal detailed plan of any proposed alteration or change and must include the name of the proposed contractor and proof of the contractor's insurance together with the Unit number and owner's name. Three (3) copies are required of each submission.

I. SALES OF UNITS

1. Unit Owners must inform the Management Office in writing when listing Units for sale.

Agents will not be permitted on premises except where this rule has been observed. Unit Owners must list their real estate brokers and/or agents on their authorization list in order to show the Unit if the broker's/agent's access is permitted when the Unit Owner is not home.

2. No signs of any kind visible from the outside are permitted on doors, walls, windows, Terraces, Cabanas, or Common Elements. Condominium Units can only be shown by appointment only. OPEN HOUSES OR CARAVANS ARE NOT PERMITTED.
3. Lockboxes on unit doors or in the common areas are prohibited. Lockboxes labeled with the unit number and agent contact information may be left at the front desk
4. Each Unit Owner must comply with the provisions of the Declaration, including the payment of the New Member Fee described in Section 13.12 of the Declaration, and must inform the Management Office in writing when his/her Unit has been sold and provide the Management Office with the new Unit Owner's name, address, and telephone number as soon as possible. Each seller/owner must give new buyers, in addition to a current copy of the Governing Documents, all other pertinent data, including information statements required by the Act, a copy of the "Rules and Regulations", and such seller must obtain new buyer's written acceptance and agreement to comply with same and deliver an executed copy of same to the Management Office. Appropriate forms and copies of the Governing Documents are available from the Management Company upon payment of the cost of copying and compiling such forms and information according to the then current Fee Schedule. The Association

may charge an administration fee for each such sale. This fee is initially \$350.00, as changed from time to time by the Board.

J. LEASING OF UNITS

1. Unit Owners must inform the Management Office in writing of the listing of Units for lease, including the identity, email and telephone number of the listing agent. No agents will be permitted on the premises except in compliance with this regulation.
2. Leasing (and any renewal or extensions of leases) Units shall require prior written approval of the Association, which approval shall not be unreasonably withheld. If a Unit Owner owns more than one Unit, the Unit Owner may lease all Units owned by him/her, but the leasing of less than an entire Unit is prohibited. The Association may charge a fee in connection with the approval of any lease or sublease of a Unit requiring approval, provided, however, that such fee may not exceed \$250.00 per applicant, other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. No Unit lease shall be for a period of less than one (1) year. Month-to-month leases are prohibited. Each lessor/Owner must give his or her new lessee, in addition to a current copy of the Governing Documents, all other pertinent data, including a copy of the Rules and Regulations, and such Owner must obtain lessee's written acceptance and agreement to comply with same and deliver an executed copy of same to the Management Office.
3. No Lessee(s) will be allowed to utilize any Common Element amenities or Association services prior to the commencement of lessee's tenancy under lessee's lease.
4. There are no restrictions pertaining to the leasing or subleasing of Commercial Unit(s).

1. PARKING REGULATIONS

- a. Vehicles entering the parking structure must follow the path designated by parking arrows, with speeds not to exceed 5 miles per hour. When driving in the parking garage, the vehicle lights must be on. No vehicle may be parked in such a way as to impede ready access or use of an adjoining parking space or driveway. All vehicles,

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including trailer hitches, must fit wholly in their parking spaces. Car doors must be opened carefully in order to avoid damaging another car.

- b. Vehicles parked in the parking structure are at the owner's risk of fire, damage, vandalism, or theft. Such incidents should be promptly reported by the owner/driver to the Manager. Any claimed damage must be reported prior to the vehicle leaving the premises, and if not so made, any such claim is waived by the Unit Owner.
- c. Employees of residents may only park their car in the parking structure if they have proof of liability insurance filed with the Management Office and the Unit Owner has a parking space for the employee's car.
- d. Motorcycles and other motorized vehicles must be parked in a Unit Owner's designated parking space or in the designated motorcycle parking area.
- e. Bicycles must be parked in a secure standing position in the designated bicycle parking area. This area is not locked, and the Association assumes no liability for the bicycles stored; it is the owner's responsibility to secure their property.
- f. No repairs or other work, including car washing or waxing, may be performed on vehicles in the assigned spaces, except minor emergency work necessary for startup or towing. Cars with any fluid leaks must be repaired within 24 hours, otherwise the car cannot be parked in the parking structure.
- g. Only motor vehicles are permitted in parking spaces in the parking structure and all vehicles must be parked in a manner to fit wholly within the designated assigned space without blocking traffic or turn lanes.
- h. The Porte Cochère in front of the building is for arriving and departing vehicles and restricted vehicle "waiting time" only. The maximum time a car can be left on the front driveway plaza is fifteen (15) minutes or less (only if space is available); otherwise, the Association may tow or re-park the car at the car owner's expense.
- i. All Unit Owners, Lessees and other residents shall keep their assigned parking spaces clean, orderly, and free from debris and stains. Parking spaces may not be used for storage.

- j. Vehicles may not be left unattended in any driveway. Parking in the designated loading zone at the front of the building is restricted to 15 minutes.
- k. Electric Vehicle Charging. Owners and residents may not under any circumstances use the Common Element electrical connections, outlets or plugs to charge their vehicles.
- l. Residents using the electric chargers, provided on a fee basis, must leave their keys with the valet to allow the vehicle to be moved once charging is complete.
- m. Vehicles parked in ADA-designated spaces without a valid handicap placard or plate are subject to towing without notice. These spaces are limited and must not be used for vehicle storage. Any vehicle parked in an ADA space for more than 72 consecutive hours will be considered stored and may be towed.
- n. Valet Parking is addressed separately in the Allure Valet Parking procedures and protocols Resolution.

In accordance with the Association's powers under the Act and applicable laws, vehicles blocking garage entry doors or parked in designated short-term spaces beyond the allowed time limit, whether belonging to Owners, guests, or invitees, will be towed at the owner's expense.

K. PET REGULATIONS

- 1. It is the duty and responsibility of Unit Owners to inform prospective buyers, tenants, and guests of all rules and regulations relating to pets in the Governing Documents.
- 2. Except for the designated pet park, pets are not allowed in any Common Elements, including the pool deck, recreation areas, or elevators marked as pet-free. For the purpose of ingress or egress, those with pets may use the freight elevator or elevators 3 and 4.
- 3. Pets, birds, fish, and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Common Elements or the Association Property except in accordance with the following (in addition to the applicable terms of the Declaration):

1. Dogs and cats over the age of six (6) months shall be spayed or neutered. Dogs and Cats shall not be permitted outside of their owner's Unit unless under the control of a person of suitable size and strength and on a leash not more than six (6) feet long. Such dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from their Owner's Unit and the service/freight elevator. NO PET MAY BE LEFT UNATTENDED ON TERRACES OR ANYWHERE ELSE OUTSIDE THE UNIT AND ANY APPURTENANT LIMITED COMMON ELEMENT.
2. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
3. c. Unit Owners shall pick up all solid waste from their pets and dispose of it appropriately. The Association may provide disposal plastic bags and pet waste receptacles in areas designated by the Association from time to time.
4. No more than two (2) domesticated pets are permitted in any Unit. Breeding and boarding of any permitted pets are prohibited.
5. Dangerous and vicious animals are addressed separately in the Aggressive/Vicious Animal Resolution.
6. Disciplinary actions will be taken against Unit Owners and residents when any pet causes a nuisance. Any animal creating a nuisance by noise, actions or soiling Common Elements (when not cleaned up by the owner), may be permanently removed from the building by the Board of Directors after due process (notice and a hearing). The decision of the Board is final.

L. FITNESS CENTER RULES

1. Use of all equipment facilities is for Unit Owners, Lessees, and their guests and at the individual's own personal risk. There is a risk of personal injury when using this equipment. The Association does not accept or assume any responsibility for accidents, injuries, or property damages/loss.
2. Each Unit Owner is permitted to bring two (2) non-resident guests at a time to the Center. The resident Unit Owner or Lessee must always be with the non-resident guests. Trainers are excluded from this definition of being a guest. Trainers' actions or voices must not disturb or disrupt others. Unit Owners, Lessees' and residents

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have absolute priority over non-resident guests in using the Center and non-resident guests must yield use of such equipment to any requesting Unit Owner or Lessee or resident. Resident guests may use the Center without the Unit Owner being present.

3. No pets are allowed in the Center.
 4. Cell phone usage is prohibited. Calls must be taken or made outside of the fitness center.
 5. Headphones must be worn. No personal speakers are permitted.
 6. No filming or use of cameras is permitted in the fitness center.
 7. No smoking is allowed anywhere inside the Center.
1. Alcoholic beverages and any glass objects, including, but not limited to, bottles and glasses, are not allowed in the Center.
 2. Lockers are available in the Center and may be used temporarily while using either the fitness center, spa or pool by the residents and their guests.
 3. The Center's hours shall be established from time to time by rules adopted by the Board of Directors.

M. **POOL RULES**

1. Hours of Operation. The pool and whirlpool hours are 7:00 a.m. to 10:00 p.m., seven days a week. The Center's hours shall be established from time to time by rules adopted by the Board of Directors
2. **NO LIFEGUARD IS ON DUTY**. Swimming in the pool or use of the spa is at your own risk and responsibility. Children under fourteen (14) years of age must have adult supervision. Solo bathing is prohibited. There is always a risk of personal injury when using the pool, whirlpool, or the pool deck area. Please read and observe all warning signs on the pool deck. The Association is not responsible for accidents, injury, or loss.
3. The pool and whirlpool areas are for the use of resident Unit Owners, Lessees, other residents, and their invited guests. The use of the pool or spa is at the sole risk of the Unit Owner, Lessee, or other user.
4. Lifesaving Equipment. Lifesaving equipment is available at the pool. Owners and their guests are not permitted to tamper with lifesaving equipment, use it for any purpose other than its intended use, or remove it from its established location in accordance with NAC 444.266. Such tampering with lifesaving equipment may be deemed to be a health, safety, welfare violation.
5. Appropriate Swimwear. All persons using the pool and spa are required to wear appropriate swimwear. No street clothes are allowed. Snug-fitting swim

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diapers, rubber pants, and bathing suits are required for all persons who wear diapers when entering or being carried into the pool and/or spa. Shoes, clogs, sandals, or other appropriate footwear should be worn at all times while on the pool deck. Nudity is prohibited. There is no expectation of privacy while on the pool deck or in any of the common areas.

6. Warning. Residents and guests utilizing the pool should check with their medical provider before such usage. Residents and guests should be aware that extended exposure to hot water or vapors may be detrimental to the health of elderly persons, pregnant women, children, and persons with heart conditions, diabetes, or high or low blood pressure.
7. Guests. Each Unit is permitted no more than two (2) non-resident guests in the pool area at one time, other than a pre-approved party (prior written approval must be obtained from the Management Office) and must be accompanied by the resident at all times. Resident guests may use the pool without the Unit Owner being present. Unit Owners and residents have absolute priority over non-resident guests and/or party attendees.
8. In accordance with NAC 444.280, persons suffering from colds, fever, coughs, sore or inflamed eyes, any skin disease or any communicable disease or open sores or bandages shall not use the pool and spa.
9. Jumping or diving into the pool and/or whirlpool is hazardous and not permitted. No boisterous or rough play is permitted in the pool and/or whirlpool area. No running is permitted around the pool deck. No bicycles, skateboards or skates are permitted on the pool deck. No ball playing of any kind is permitted.
10. No surfboards, boogie boards, or other objects of this nature are permitted in the pool. No Styrofoam rafts or flotation devices may be used in the pool. Flotation armbands are permitted.
11. In accordance with NAC 444.280, the consumption of food or beverages in the pool and whirlpool is prohibited. No food, alcohol, or glass containers are allowed in the pool/whirlpool area. Water, in plastic containers, is allowed on the pool deck.
12. The consumption of alcoholic beverages is prohibited in the pool, in the spa or anywhere in the immediate pool area. In accordance with NAC 444.280, persons under the influence of alcohol or drugs shall not be in or around the pool and whirlpool. Intoxicated persons will be asked to leave the pool area.
13. Smoking and vaping are not allowed on the pool deck or inside the pool or spa.
14. Individuals must dry themselves thoroughly before re-entering the building. Access to the lobby is not permitted in bathing attire.

15. Audio Devices. The volume of radios, televisions, tape players and any other electronic device must be tuned only for individual listening.
16. Articles left by the pool are left at the owner's risk of loss or damage; however, lost and found items may be reported to and/or turned in at the Lobby Desk.
17. Animals. In accordance with NAC 444.280(9), swimming facilities are for the use of people. For health, safety and hygiene reasons, animals are prohibited from the pool area. The only exception to this Rule is for those service animals that have prior written approval and a Fair Housing accommodation from the Board.
18. Pool Use Privileges. Unit Owners are responsible for any damage caused by their family members, Lessees, guests, or invitees while using the pool facilities and for cleaning up any mess or trash created by them.
19. Risk of Injury. The use of the pool facilities is at the resident's or guest's own risk and by use of the facility the user agrees to hold the Association harmless in regard to liabilities of any kind related to the use of the facility.
20. Nuisance. Owners, residents, and their guests must refrain from any activity which is either a nuisance to other guests or residents or, in any manner, damages the Common Elements
21. In furtherance of the foregoing, Management may refuse privileges to anyone, for any nondiscriminatory reason.

N. GENERAL AMENITY RULES

1. The rules in this section apply to all amenities but do not supersede any specific rules for a particular amenity.
 - a. Amenity Suspension for Good Standing: Amenity use is a privilege. The General Manager or other managing agent may, in their reasonable discretion, suspend access to specific amenities or Association services for a Unit that is not in good standing (including unresolved violations, outstanding fines, delinquent assessments, or repeated noncompliance). Suspension of amenity privileges does not restrict lawful ingress or egress to the Unit.
2. Reservations for use of any amenity for a private function may be made on a "first come, first served" basis through the Management Office where the Reservation Calendar is maintained. A resident is the only individual who may make a reservation. The resident must be present at all times during use of the amenity. Reservations may not be made more than six months in advance.
3. No Unit Owner or occupant shall make or permit any disturbing noises by himself/herself or his/her family, servants, employees, pets, agents, visitors, or

licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants.

4. The outdoor kitchen is available seven (7) days a week but must be vacated and closed by 11 p.m. or such other time as may be designated by the Board from time to time. Residents are responsible for cleaning the grill before and after use.

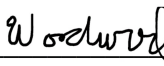
****Closing Statement****

Allure Rules and Regulations are a living document and a cornerstone of our shared commitment to protecting, preserving, and enhancing the Allure community. By adhering to these guidelines, we ensure a safe, harmonious, and enjoyable living experience for all residents. Together, we uphold the values of respect, responsibility, and cooperation that make Allure not just a residence or investment but a vibrant and welcoming home.

On behalf of the Allure Homeowners Association Board of Directors, we thank you for your dedication to fostering an exceptional community. Warm regards,

****The Allure Homeowners Association Board of Directors****

By: _____ 

By: _____ 

By: _____ 