

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS
STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

**FINAL
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT**

on

LAULE'A
908 North Kihei Road
Kihei, Maui, Hawaii

REGISTRATION NO. 1557

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: December 30, 1983
Expires: January 30, 1985

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED AUGUST 9, 1983, AND INFORMATION SUBSEQUENTLY FILED AS OF NOVEMBER 1, 1983. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. LAULE'A is a fee simple Condominium which will contain: 58 apartment units located in two (2) lowrise buildings; administrative buildings, including an office/lobby; and a variety of recreational facilities, including swimming pool, jacuzzi and cabana with restrooms and sauna baths; and 73 open parking stalls.

2. The Developer of the Condominium has submitted to the Commission for examination all documents deemed necessary for the registration of this condominium Project and the issuance of this Final Public Report.
3. The basic documents which created and govern the LAULE'A Condominium are called the "Condominium Documents". They include the Declaration of Horizontal Property Regime For Laule'A (the "Condominium Declaration"); the By-Laws of the Association of Apartment Owners of Laule'A (the "Condominium By-Laws"); and a copy of the approved plans for Laule'a (the "Condominium Map"). They have been recorded (meaning officially filed) in the Bureau of Conveyances of the State of Hawaii as follows: The Condominium Declaration was recorded in Book 17350, starting at Page 721; the Condominium By-Laws in Book 17350, starting at Page 733; and the Condominium Map was designated as Map No. 883.
4. As of the date of issuance of this Report, no advertising or promotional matter has been submitted pursuant to the Commission's Rules Relating to Horizontal Property Regimes (the "Condominium Rules").
5. The buyer or prospective buyer is advised to acquaint himself with the provisions of Hawaii's Condominium Act (Chapter 514A, Hawaii Revised Statutes, as amended), as well as the Condominium Rules.
6. This Final Public Report is made a part of the registration on the LAULE'A Condominium. The Developer shall be responsible for: (a) placing this Final Public Report (white paper stock) and the Condominium Disclosure Abstract in the hands of all purchasers and prospective purchasers; and (b) securing a signed copy of the receipt for this Public Report and the Condominium Disclosure Abstract from each purchaser and prospective purchaser.
7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, December 30, 1983, unless a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this Report.
8. LAULE'A also includes an interval ownership program which is one type of timeshare plan. This Report does not contain disclosures about these interval ownerships. A purchaser or prospective purchaser of an interval ownership program, in addition to reviewing this Report, the attached Condominium Disclosure Abstract, and the Hawaii Condominium Act and Rules, should also review: The Laule'a Interval Ownership Disclosure Statement filed by the Developer with DCCA; Hawaii's Time Share Act (Chapter 514E, Hawaii Revised Statutes); and DCCA's Rules Relating to Time Sharing (the "Time Share Rules"). In the event any person, including the Developer, desires to sell any

timeshare interest in any apartment in the Condominium, such person(s) will have to comply with all the provisions of Chapter 514-E of the Hawaii Revised Statutes, as amended, and any rules and regulations promulgated thereunder prior to selling any such timeshare interest.

9. LAULE'A was previously registered as a condominium, and the Real Estate Commission issued a Preliminary Public Report No. 1344 dated September 18, 1980. The Developer reports that no sale of a unit was made in the Condominium, and the registration of the Condominium has lapsed. The Final Public Report No. 1557 on LAULE'A rescinds in its entirety all of the information previously reported on the Condominium, and this Final Public Report dated November 7, 1983 is deemed complete in itself.

NAME OF THE CONDOMINIUM: LAULE'A.

LOCATION: The Condominium is located in Central Kihei, on the Island of Maui, Hawaii and contains an area of approximately 2.308 acres. It is approximately 7 miles from Kahului and 3 miles from Wailea at 980 North Kihei Road.

TAX MAP KEY: Second Division, 3-9-01:4 & 55.

ZONING: A-2 Apartment District under the Maui County Code, as amended. Pursuant to Section 19.37.010 of Maui Ordinance 1134 amending the Maui County Code, time share units, time share plans and transient vacation rentals are allowed in Apartment Districts, provided such use is explicitly and prominently authorized by the project instruments (meaning in this case the Condominium Documents).

DEVELOPER: James K. Schuler & Associates, Inc., a Hawaii corporation, 10th Floor, 915 Fort Street, Honolulu, Hawaii 96813. Telephone: (808) 521-5661. The officers of this corporation are James K. Schuler, President; E. W. Gordon, Jr., Vice President and Treasurer; and Carol Schuler, Secretary.

ATTORNEY REPRESENTING DEVELOPER: Robert E. Warner, Attorney-At-Law, A Law Corporation, 2012 Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813. Telephone: (808) 524-8855.

DESCRIPTION OF CONDOMINIUM: According to the Developer's plans and intention to sell, 58 apartment units will be constructed on the land. These units will be located in 2 low-rise buildings, without basements. Building A is 4 stories; and Building B is 3 stories. Also constructed will be a swimming pool, jacuzzi and cabana, and Administrative Buildings, including the office/lobby building (attached to Building "B") that will be one story in height. The office will contain 2 office rooms, a lobby and a bathroom. All buildings will be constructed basically of concrete, wood, glass and allied building materials. Parking will be in 73 unassigned, uncovered on-grade parking stalls located near the Buildings.

Apartment Unit Types. The Condominium Declaration divides the apartment units into three basic types, depending on the number of bedrooms. Type 1 has one bedroom; Type 2 has two bedrooms; and Type 3 has three bedrooms. There is 1 three-bedroom unit; 34 two-bedroom units and 23 one-bedroom units. The two-bedroom units and one-bedroom units are divided in subtypes. Each unit type and subtype is described as follows:

(a) Type 3-A: A two-story unit containing 3 bedrooms, 3 bathrooms, a living/dining room, a kitchen, a lanai, a hall entryway and stairway. The 3-A apartment contains 1160 square feet, more or less, plus a lanai of approximately 196 square feet. There will be only one apartment of this type, numbered B-301.

(b) Type 2-A: One-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, and a hall entryway. The 2-A apartments contain 872 square feet, more or less, plus a lanai of approximately 196 square feet. There will be 2 apartments of this type, numbered B-101 and B-201.

(c) Type 2-B: One-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, a foyer and a hallway. The 2-B apartments contain 930 square feet, more or less, plus a lanai of approximately 133 square feet. There will be 5 apartments of this type, numbered A-104, A-204, A-304, B-105 and B-205.

(d) Type 2-C: One-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, and a hall entryway. The 2-C apartments contain 928 square feet, more or less, plus a lanai of approximately 108 square feet. There will be 8 apartments of this type, numbered A-102, A-103, A-202, A-203, A-302, A-303, B-106 and B-206.

(e) Type 2-D: One-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, and a hall entryway. The 2-D apartments contain 928 square feet, more or less, plus a lanai of approximately 196 square feet. There will be 2 apartments of this type, numbered B-112 and B-212.

(f) Type 2-E: Two-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, a hall entryway and a stairway. The 2-E apartments contain 885 square feet, more or less, plus a lanai of approximately 108 square feet. There will be 11 apartments of this type, numbered B-302, B-303, B-304, B-305, B-306, B-307, B-308, B-309, B-310, B-311 and B-312.

(g) Type 2-F: A two-story unit containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, a hall entryway and a stairway. The 2-F apartment contains 965 square feet, more or less, plus a lanai of approximately 112 square feet. There will be one apartment of this type, numbered B-313.

(h) Type 2-G: One-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai and a hall entryway. The 2-G apartments contain 948 square feet, more or less, plus a lanai of approximately 137 square feet. There will be 3 apartments of this type, numbered A-101, A-201 and A-301.

(i) Type 2-H: A one-story unit containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, a loft area and a hall entryway. The 2-H apartment contains 1190 square feet, more or less, plus a lanai of approximately 137 square feet and a loft of approximately 263 square feet. There will be one apartment of this type, numbered A-401.

(j) Type 2-J: One-story units containing 2 bedrooms, 2 bathrooms, a living/dining room, a kitchen, a lanai, a loft area and a hall entryway. The 2-J apartments contain 1160 square feet, more or less, plus a lanai of approximately 108 square feet and a loft of approximately 250 square feet. There will be one apartment of this type, numbered A-402.

(k) Type 1-A: One-story units containing 1 bedroom, 1 bathroom, a living/dining room, a kitchen, a lanai, and a hall entryway. The 1-A apartments contain 598 square feet, more or less, plus a lanai of approximately 108 square feet. There will be 16 apartments of this type, numbered B-102, B-103, B-104, B-107, B-108, B-109, B-110, B-111, B-202, B-203, B-204, B-207, B-208, B-209, B-210 and B-211.

(l) Type 1-B: One-story units containing 1 bedroom, 1 bathroom, a living/dining room, a kitchen, a lanai, and a hall entryway. The 1-B apartments contain 644 square feet, more or less, plus a lanai of approximately 112 square feet. There will be 3 apartments of this type, numbered A-105, A-205, and A-305.

(m) Type 1-C: One-story units containing 1 bedroom, 1 bathroom, a living/dining room, a kitchen, a lanai, a loft area and a hall entryway. The 1-C apartments contain 822 square feet, more or less, plus a lanai of approximately 108 square feet and a loft of approximately 250 square feet. There will be 3 apartments of this type, numbered A-403, A-404 and A-405.

(n) Type 1-D: A one-story unit containing 1 bedroom, 1 bathroom, a living/dining room, a kitchen, a lanai, a loft area and a hall entryway. The 1-D apartments contain 874 square feet, more or less, plus a lanai of approximately 112 square feet and a loft of approximately 250 square feet. There will be one apartment of this type, numbered A-406.

Each apartment will include carpeting, drapes, refrigerator with icemaker, range and oven with hood, dishwasher, garbage disposal and a washer/dryer.

Limits of Apartments. The perimeter of each of the apartments is established by the floor area computed in accordance with Condominium Rule 16-107-6. This floor area is:
(i) the net living area of the enclosed portion of the

apartment measured from the interior surface of the apartment perimeter walls, plus (ii) lanai area. Each unit includes all walls, partitions, floors, ceilings and other improvements within this perimeter; the adjacent lanai shown on the Condominium Map; all air space within the perimeter (including the lanai); the interior decorated or finished surfaces of the perimeter walls, floors and ceilings; and all glass, windows and window frames, doors and door frames along the perimeter (including the lanai). But each apartment does not include all common elements in it (which are listed later).

NOTE: The areas stated above for each apartment type and subtype are the net living areas, not including the lanai area, as determined from the Condominium Map. As constructed, the net living area of each apartment may, and indeed most probably will, vary for the area taken off of the Condominium Map. Buyers and prospective buyers should also be aware that the net living area may be significantly less than apartment areas calculated according to methods more prevalently used in real estate practice than Condominium Rule 16-107-6.

NOTE: The Developer intends to improve the 400 foot wide State Beach Reserve Property between the Condominium and the ocean. The Developer will landscape the Beach Reserve and will also construct on it 2 tennis courts. The Beach Reserve, as improved, will be open to use by the public, including the apartment owners. The Beach Reserve Property and any improvements made to it will not be a part of the Condominium. But the Association of Apartment Owners of the Condominium, at its expense, must maintain and keep the Beach Reserve, as improved, in good repair and in a neat and attractive condition with all vegetation in good cultivation, and must replant vegetation as may be necessary.

NOTE: The Condominium lies within the Kihei flood plain and theoretical tsunami inundation zone located within Central Kihei, and as such is subject to possible tsunami and flood inundation. The finish floor level of the buildings will be at an elevation of 11.0 feet above sea level which is in excess of the 100 year flood requirements for Central Kihei as set forth by the Army Corps of Engineers. This elevation met the requirements of the County of Maui at the time it issued the Building Permit for the Condominium. (The County of Maui has subsequently reduced these requirements).

COMMON ELEMENTS: The Condominium Declaration states that the common elements consist of:

- (a) Said land in fee simple.
- (b) All foundations, floor slabs, columns, girders, beams, supports, load-bearing walls, main walls, interior walls separating adjacent apartments in the same building (except the inner decorated surfaces of such walls), railings, halls, roofs of the building, exterior stairs and stairways, and entrances and exits of the apartment building, elevators, and appurtenances.
- (c) All yards, grounds, landscaping, refuse areas and facilities, and switchrooms.

(d) All building walkways, building sidewalks, pathways, parking areas, parking stalls, driveways and roads within the Condominium.

(e) All ducts, electrical equipment, transformers, wiring and other central and appurtenant installations including power, light, water, sewer, gas and telephone, all pipes, plumbing, wires, conduits or other utility or service lines, which run through an apartment but are used by or serve more than one apartment; and central air conditioning and like utilities, if installed.

(f) All other portions of the land and improvements that are not specifically designated as apartments, but which are intended for common use, and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Condominium.

(g) All recreational facilities, including a swimming pool, pool deck, jacuzzi and cabana.

(h) The administrative buildings (including the office/lobby building) shown on the Condominium Map.

LIMITED COMMON ELEMENTS: There are no limited common elements.

INTEREST TO BE CONVEYED AN APARTMENT BUYER: The Condominium Declaration states that the undivided interest in the common elements belonging to each apartment for voting and all other purposes will be as follows:

<u>Type of Apartment</u>	<u>Apartment Numbers</u>	<u>Percentage of Undivided Interest For Each Apt.</u>	<u>Total Percentage Of Undivided Interest For Each Apt. Type</u>
<u>3-Bedroom:</u>			
3-A	B-301	2.449	2.449
<u>2-Bedroom:</u>			
2-A	B-101 & B-201	1.957	3.914
2-B	A-104, A-204, A-304 B-105 & B-205	1.947	9.735
2-C	A-102, A-103, A-202, A-203, A-302, A-303, B-106, & B-206	1.898	15.184
2-D	B-112 & B-212	2.082	4.164
2-E	B-302, B-303, B-304, B-305, B-306, B-307, B-308, B-309, B-310, B-311 & B-312	1.826	20.086
2-F	B-313	1.974	1.974

<u>Type of Apartment</u>	<u>Apartment Numbers</u>	<u>Percentage of Undivided Interest For Each Apt.</u>	<u>Total Percentage Of Undivided Interest For Each Apt. Type</u>
2-G	A-101, A-201, & A-301	1.997	5.991
2-H	A-401	2.430	2.430
2-J	A-402	2.322	2.322
<u>1-Bedroom:</u>			
1-A	B-102, B-103, B-104, B-107, B-108, B-109, B-110, B-111, B-202, B-203, B-204, B-207, B-208, B-209, B-210, & B-211	1.293	20.688
1-B	A-105, A-205 & A-305	1.383	4.149
1-C	A-403, A-404 & A-405	1.703	5.109
1-D	A-406	1.805	1.805
Grand Total			100.000%

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Condominium Declaration states that each apartment may be used only as permanent, temporary or transient residence dwellings, by the respective owners, their tenants, families, domestic servants and guests. This is expressly and prominently declared to include (but is not limited to) TIMESHARING and TRANSIENT VACATION RENTALS residential use.

Buyers and prospective buyers are referred to the Condominium Disclosure Abstract and to the documents incorporated or mentioned in that Abstract for further information regarding restrictions as to use. (Note: the Condominium Disclosure Abstract must be updated as required by Section 514A-61 of the Condominium Act. Accordingly, upon filing each revision with the Commission, the Developer may attach the revised Abstract to this Report without the Commission issuing a Supplementary Public Report.)

OWNERSHIP TO TITLE: The Preliminary Title Report issued by Security Title Corporation dated October 13, 1983 certifies that the fee simple title to the land is vested in the Developer.

ENCUMBRANCES AGAINST TITLE: Said Preliminary Title Report dated October 13, 1983 reveals the following encumbrances, in addition to the Condominium and Program Documents:

1. For any taxes that are due and owing, reference is made to the Office of the Finance Director, County of Maui.

2. A Grant of Easement dated April 25, 1974, recorded on June 20, 1974 in Book 9973, Page 147, in favor of the County of Maui. This gives the County the right to keep a limited space over the land open and clear for the purpose of preserving clear and unobstructed view from Kihei Highway to the ocean.

3. The terms and provisions of a Water Agreement dated May 23, 1979, recorded on June 5, 1979 in Book 13745, Page 641, made between the County of Maui, Department of Water Supply and James K. Schuler.

4. The covenants, conditions and restrictions in: (a) that certain Subdivision Agreement (Three Lots or Less) dated October 8, 1980, and (b) that certain Subdivision Agreement (Large Lots) dated February 9, 1981, both of which are between the County of Maui and James K. Schuler and which are recorded respectively in Book 15155, Page 438, and Book 15392, Page 323.

5. Mortgage dated June 10, 1983, recorded on June 14, 1983 in said Bureau of Conveyances in Book 17106, Page 703, made by JAMES K. SCHULER & ASSOCIATES, INC., a Hawaii corporation, as Mortgagor(s), to WESTSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION, as Mortgagee(s), to secure the repayment of the sum of \$10,125,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to.

6. Undated Financing Statement covering certain fixtures located on the real property, given as security by JAMES K. SCHULER & ASSOCIATES, INC., a Hawaii corporation in favor of WESTSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION, recorded on June 14, 1983 in said Bureau of Conveyances in Book 17106, Page 725.

7. The covenants, agreements, obligations, conditions and other provisions set forth in that certain DECLARATION OF HORIZONTAL PROPERTY REGIME: LAULE'A, dated September 21, 1983, recorded on September 29, 1983 in said Bureau of Conveyances in Book 17350, Page 721.

By-Laws of the Association of Apartment Owners of the Laule'a dated September 21, 1983, recorded on September 29, 1983 in said Bureau of Conveyances in Book 17350, Page 733.

8. Condominium File Plan No. 883, filed in said Bureau of Conveyances on September 28, 1983.

9. Declaration of Covenants, Conditions and Restrictions for the Laule'a Interval Ownership Program dated September 21, 1983, recorded on October 3, 1983 in said Bureau of Conveyances in Book 17360, Page 69.

NOTES: 1. The Property is also subject to: (a) the obligation to maintain the Beach Reserve Property; (b) the right of the Developer to grant easements for utilities servicing the Condominium; and (c) any easements that the Developer actually grants pursuant to such authority.

2. Each whole apartment unit will be conveyed to a purchaser subject to the foregoing encumbrances, including the Condominium and Program Documents, the Condominium House Rules and Project Rules, and the terms, covenants and conditions of the Apartment Deed conveying the apartment to a purchaser.

3. The Developer advises that the hereinabove Mortgage is and will remain superior to the interests of all apartment unit buyers (and interval purchasers) under purchase contracts held in escrow pending closing. But the hereinabove Mortgage and any other mortgage the Developer may place later on the Condominium must be released in effect prior to the closing and transfer of a whole apartment unit to an whole unit purchaser.

PURCHASE MONEY HANDLING OF APARTMENT UNIT SALES: Copies of the specimen Apartment Unit Sales Contract, Apartment Deed and executed Escrow Agreement have been submitted as part of the registration. On examination, these documents are found to comply with the Condominium Act. Specifically, but without limitation, they comply with Section 514A-40(6) and Sections 514A-37, 514A-39, 514A-63-66. The Escrow Agreement is dated June 23, 1983, and identifies Hawaii Escrow & Title, Inc. as the Escrow Agent for the handling of purchase money for apartment unit sales.

It is incumbent upon the purchaser and prospective purchaser that he read with care these documents. The Escrow Agreement establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of this trust fund. According to this Agreement, downpayment funds may not be released from escrow for the payment of development and construction costs, even though such use is permitted in compliance with the above-noted sections of the Condominium Act. The specimen Sales Contract also determines the time for and the amount of installment payments on the purchase price, and for the payment of all closing costs which are the buyer's obligations.

In the specimen Sales Contract, the Developer also promises to complete the Condominium no later than two years from the date this Report is issued. This 2-year period is subject to extensions of time only for the occurrence of any event outside of the Developer's control that makes performance by the Developer within this period impossible as a matter of Hawaii law.

By signing a Sales Contract, each apartment unit buyer, among other things, will: (1) warrant that he or she has the ability to pay the purchase price for the apartment either from his or her own funds and/or the proceeds of a loan that the buyer promises he or she can obtain; and (2) acknowledge and agree: (i) that all mortgage liens and other security interests obtained by the construction lender in connection with the construction loan (as well as any extensions, renewals and modifications of that loan) will be and remain at all times a lien or charge on the Condominium prior to and superior to any and all liens or charges arising from the Sales Contract or any other sale and/or reservation agreement with the buyer; (ii) that the Developer will not sponsor, arrange or promote

any program for the rental or temporary use and occupancy of apartments in the Condominium other than apartments owned by the Developer upon completion of the Condominium, if any; (iii) that the buyer, if he so desires, must make such arrangements for his own apartment without the involvement or participation of the Developer; (iv) that the Developer has not authorized agents, salesmen or brokers to make any representations as to rental or other income from any apartment or any other economic benefit, including possible advantages from the ownership of an apartment under federal and state tax laws, and that the Developer expressly disclaims and repudiates any representation from any source as to any such possible economic benefit arising from the use and/or ownership of an apartment in the Condominium; (v) that until December 31, 1993, or until the Developer closes the sale of all apartments in the Condominium and all interval ownerships in the timeshare program, whichever comes first, the buyer shall not enter into any rental pool or other arrangement for the sharing of income and/or expenses with other purchasers, lessees or owners of other apartments in the Condominium.

In addition, the specimen Sales Contract contains provisions which: (i) permit the Developer to keep the buyer's payment deposits under certain circumstances if the contract is cancelled; (ii) provide for "preclosing" of the Sales Contract; (iii) reserve to the Developer the right to conduct sales and construction activities at the Condominium after the closing; (iv) provide the right for the Developer to change the condominium documents; (v) provide that all interest earned on buyer's funds will belong to the Seller; (vi) limit warranties the buyer will receive -- see the attached Condominium Disclosure Abstract and also the provisions on warranties in the Condominium Declaration; and (vii) limit assignment of the Sales Contract and cover many other important matters that are not described in this Report.

Among other provisions, the Escrow Agreement provides that a buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to a buyer, upon the terms and conditions provided for in the Sales Contract, if: (a) the Developer has requested Escrow in writing to return to buyer the funds of the buyer then being held by the Escrow; or (b) the Developer has notified Escrow in writing that the Developer or a buyer has exercised any option to cancel the Sales Contract pursuant to any right of cancellation stated in the Contract or otherwise available (but the Developer may cancel only if a buyer does not keep the promises he makes in the sales contract. In certain circumstances, in the event of a cancellation, the buyer is responsible for the Escrow cancellation fee and other costs as stated in the Escrow Agreement and Sales Contract.

Apartment unit purchasers and prospective purchasers should read all provisions of the specimen Sales Contract and the Escrow Agreement with care.

[NOTE TO PURCHASERS AND PROSPECTIVE PURCHASERS OF INTERVAL OWNERSHIPS: Copies of the specimen Interval Ownership Purchase Contract, Interval Deed, and Escrow Agreement For Interval Ownership Purchase have also been submitted to the

Commission, but only for examination with respect to the Condominium Act. These specimen documents comply with the Sections of The Condominium Act specifically mentioned earlier in this section. Prospective purchasers and purchasers are advised that these specimen documents become applicable only upon approval of the application for timeshare registration by the Department of Commerce and Consumer Affairs. The Real Estate Commission makes no representations or warranties on the interval ownership program for the project.]

MANAGEMENT AND OPERATION OF THE CONDOMINIUM: The Condominium By-Laws state that the Association of Apartment Owners (the "Condominium Association") has the power and duty to manage the common elements of the Condominium and to administer its overall affairs. Its Board of Directors may employ a management agent for the Condominium Association to perform such duties as the Board authorizes, including the collection of all assessments from apartment unit owners. The specimen Sales Contract states that the Developer, acting on behalf of the Condominium Association, has the authority to appoint an initial responsible corporate management agent. The Developer has appointed The Great American Management Group, Inc., whose principal place of business and mailing address is Suite 1900, Waikiki Trade Center Building, 2255 Kuhio Avenue, Honolulu, Hawaii 96815, as the initial managing agent.

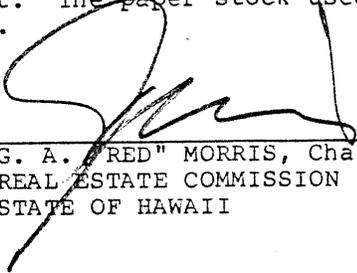
NOTES: (1) The initial managing agent will also be the time share plan manager; (2) time share owners will also be members of the Condominium Association; and (b) the Condominium By-Laws require that the Condominium Association coordinate its operations with the time share owners association.

STATUS OF PROJECT: The Notice of Intention reflects that a building permit for the Condominium has been obtained and that construction of the Project has commenced. The contractor is Isami Ouye and James H. Ouye, doing business as Service Contracting Company pursuant to a construction contract dated June 6, 1983, a true copy of which is on file with the Commission. The construction contract states that the Developer has the right to order changes in the construction of the Condominium. It is estimated that pursuant to the construction contract, construction is to be substantially completed on or about September, 1984, subject to extensions for certain unforeseen causes outside of the control of the contractor.

The buyer or prospective buyer should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted on August 9, 1983, and additional information subsequently filed as of November 1, 1983.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1557 filed with the Commission on August 9, 1983.

The report when reproduced shall be a true copy of the Commission's Final Public Report. The paper stock used in making facsimiles must be white.



G. A. "RED" MORRIS, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF FINANCE, COUNTY OF MAUI
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, COUNTY OF MAUI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

Registration No. 1557
December 30, 1983

LAULE'A CONDOMINIUM DISCLOSURE ABSTRACT

This document is given to prospective buyers together with the Final Public Report as required by Hawaii's condominium law. Buyers are referred to as "you" in this document.

1. THE PROJECT:

<u>Name:</u>	LAULE'A.
<u>Address:</u>	980 North Kihei Road, Maui, Hawaii.
<u>Developer:</u>	JAMES K. SCHULER & ASSOCIATES, INC. 10th Floor, 915 Fort Street, Honolulu, Hawaii 96813; Telephone No. (808) 521-5661
<u>Project Manager:</u> (also known as the Managing Agent)	THE GREAT AMERICAN MANAGEMENT GROUP OF HAWAII, INC. Suite 1900, 2255 Kuhio Ave. Honolulu, Hawaii 96815 Telephone No: (808) 922-3311

2. Maintenance Fees:

Attached as Exhibit "1" is an estimated budget covering maintenance fees for the Condominium and an annual and monthly breakdown of these fees, as estimated, for each residential apartment in the Condominium. Estimated monthly maintenance fees are also stated in the special pre-sale notice for Owner-occupants which is attached as Exhibit "2" and made a part of this document. The maintenance fees will cover the "common expenses" of the Condominium, as defined in the Condominium Declaration and By-laws. You know and accept that you are personally liable for and must pay the maintenance fees on your Apartment to the Association of Apartment Owners of Laule'a, and that if you do not pay, among other things you are subject to the loss of certain rights of ownership and to the payment of additional sums for interest and late charges, penalties and fines, and collection costs and attorneys' fees, and that the Association may foreclose on your Apartment and/or sue you for payment.

You should understand that: (a) this information has been prepared by the Managing Agent and has not been prepared by the Developer; (b) that the Condominium does not have any operating history; (c) the budget and maintenance fees are only estimates prepared without the availability of data for past operations and costs to maintain and operate any Condominium are difficult to estimate at first, so there is no assurance that actual expenses and maintenance fees will not be more or less than that estimated; and (d) additionally, even if these costs have been accurately estimated, they will tend to increase over time because of the aging of the Condominium and inflation and such other variables as uninsured casualty, loss or damage, increased or decreased services from those now contemplated, and so on. The Developer does not promise that this information will reflect actual expenses and/or maintenance assessments in the first year of operation of the Condominium or in any subsequent year.

The attached breakdown of estimated maintenance fees does not include the buyer's obligation for the payment of real property taxes. Estimates of real property taxes will be provided upon request.

3. Warranties:

The Developer is giving you this EXPRESS LIMITED WARRANTY, and this warranty only: The Developer will remedy all defects in your Apartment and in the Common Elements of the Condominium due to faulty material or workmanship that is discovered within

one (1) year from the date the Condominium is completed within the meaning of Section 507-43 of the Hawaii Revised Statutes. Defects in any appliance or other consumer products installed or located on your Apartment or the Common Elements are not included in this warranty. THIS LIMITED EXPRESS WARRANTY IS GIVEN TO YOU INSTEAD OF ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU DO NOT HAVE: (A) ANY OTHER WRITTEN WARRANTIES; OR (B) ANY WARRANTIES THAT THE LAW MIGHT OTHERWISE GIVE TO YOU, EXCEPT AS PROHIBITED BY EXPRESS PROVISION OF LAW. THE DEVELOPER IS NOT THE MANUFACTURER OR MANUFACTURER'S AGENT FOR ANY OF THE APPLIANCES, FURNISHINGS AND OTHER CONSUMERS PRODUCTS INSTALLED OR LOCATED IN YOUR APARTMENT OR THE COMMON ELEMENTS.

THEREFORE, YOU UNDERSTAND AND AGREE THAT, EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE AND EXCEPT AS IS PROHIBITED BY EXPRESS PROVISION OF LAW, THE DEVELOPER IS NOT GIVING YOU ANY WARRANTIES, EXPRESSED OR IMPLIED, ON YOUR APARTMENT, THE CONDOMINIUM, OR ANYTHING INSTALLED IN THEM. FOR SOME EXAMPLES, YOU DO NOT HAVE ANY WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE; OR HABITABILITY; OR WORKMANLIKE CONSTRUCTION; OR SUFFICIENCY OF DESIGN; OR ANY OTHER WARRANTY.

Among other things, this also means that you cannot complain against the Developer or force the Developer to fix any other defects. It makes no difference what caused any other defect or when it was discovered. The Developer does not have to fix it or pay for it to be fixed.

YOU ALSO GIVE UP (IN LEGAL TERMS - RELEASE AND DISCHARGE) ALL CLAIMS AGAINST THE DEVELOPER OVER ANY DEFECTS. THIS INCLUDES ANY CLAIMS OF NEGLIGENCE. YOU ALSO AGREE THAT THE DEVELOPER HAS NO LIABILITY FOR ANY INJURY OR DAMAGE TO PEOPLE OR THINGS WHICH MIGHT BE CAUSED BY ANY DEFECT. YOU ALSO RELEASE AND DISCHARGE THE DEVELOPER FROM THIS KIND OF LIABILITY.

4. Residential or Other Use: According to the Condominium Declaration, all of the 58 residential apartments may be used only as permanent, temporary or transient residential dwellings by the respective owners, their tenants, families, domestic servants and guests. This residential use is expressly and prominently declared to include (but is not limited to) TIMESHARING AND TRANSIENT VACATION RENTAL AND HOTEL residential use. However, actual apartment use will ultimately be determined by individual apartment owners, and no assurance is given that any specific use will then be permitted under applicable laws, including but not limited to the zoning and other laws of the County of Maui.

You are referred to the Condominium Declaration, By-Laws and House Rules, and (if you are a whole unit buyer) to your Sales Contract and the form of Apartment Deed as to further use restrictions. However, for your convenience Article V of the By-Laws, which contain certain use restrictions, are attached hereto as Exhibit "3". You are also advised that the House Rules state that: (a) no animals and pets of any kind will be allowed or kept in any part of the Condominium; and (b) no water beds are permitted.

The Developer is also selling timeshare interests (called "interval ownership") in these residential apartment, which are in a timeshare program. If you are a timeshare buyer, you are also referred to the restrictions on use contained in the documents creating and governing this program (called the "Program Documents") and in your Buyer's Acknowledgements document and from of Interval Deed.

5. Commercial Development: There are no commercial or non-residential apartments in the Condominium.

LAULE'A COMMON ELEMENT
BUDGET SUMMARY

	MONTH	YEAR
ADMINISTRATIVE & GENERAL	\$ 4,280	\$ 51,360
HEAT, LIGHT & POWER	3,200	38,400
REPAIRS & MAINTENANCE	3,595	43,140
CONTINGENCY	440	5,280
RESERVE	300	3,600
TOTAL OPERATING BUDGET	\$ 11,815 =====	\$ 141,780 =====

I hereby certify that this budget was reviewed and prepared under my personal supervision and said schedules are based on generally accepted accounting principles, and the costs and fees herein are estimates as of 15th April, 1983.

Dated at Honolulu, Hawaii this 29th day of April, 1983.

GA 483



Vincent F. Cuce
Corporate Controller
THE GREAT AMERICAN MANAGEMENT
GROUP OF HAWAII, INC.

SCHEDULE OF MAINTENANCE FEES
BY APARTMENT TYPE

<u>Apartment Type</u>	<u>Annual Maintenance Fee</u>	<u>Monthly Maintenance Fee</u>
3A	\$3,472.19	289.35
2A	2,774.63	231.22
2B	2,760.46	230.04
2C	2,690.98	224.25
2D	2,951.86	245.99
2E	2,588.90	215.74
2F	2,798.74	233.23
2G	2,831.35	235.95
2H	3,445.25	287.10
2J	3,292.13	274.34
1A	1,833.21	152.77
1B	1,960.82	163.40
1C	2,414.51	201.21
1D	2,559.13	213.26

LAULE'A COMMON ELEMENT

BUDGET

	MONTH	YEAR
ADMINISTRATIVE & GENERAL:		
COST OF LABOR:		
SALARIES & WAGES	\$ 1,100	\$ 13,200
P/R TAXES & EMP. BENEFITS	240	2,888
TOTAL COST OF LABOR	\$ 1,340	\$ 16,088
OPERATING EXPENSES:		
EQUIPMENT RENTAL	105	1,260
TELEPHONE	100	1,200
OFFICE EXPENSE	50	600
MANAGEMENT FEE	784	9,408
INSURANCE	925	11,100
PROFESSIONAL FEES	200	2,400
DATA PROCESSING	116	1,392
BANK CHARGES	10	120
RENT (MANAGER)	600	7,200
OTHER EXPENSES	50	600
TOTAL OPERATING EXPENSES	\$ 2,940	\$ 35,280
TOTAL DEPARTMENT	\$ 4,280	\$ 51,360

LAULE'A COMMON ELEMENT

BUDGET

	MONTH	YEAR
HEAT, LIGHT & POWER:		

OPERATING EXPENSES:		
ELECTRICITY	\$ 1,700	\$ 20,400
ELECTRIC BULBS & SUPPLIES	50	600
WATER	600	7,200
WASTE REMOVAL	730	8,760
RUBBISH REMOVAL	120	1,440
	-----	-----
TOTAL	3,200	38,400
REPAIRS & MAINTENANCE:		

COST OF LABOR:		
SALARIES & WAGES	\$ 1,200	\$ 14,400
P/R TAXES & EMP. BENEFITS	265	3,180
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TOTAL COST OF LABOR	\$ 1,465	\$ 17,580
OPERATING EXPENSES:		
UNIFORMS	\$ 10	\$ 120
BUILDING	150	1,800
ELECTRICAL & MECHANICAL EQUIPMENT	100	1,200
PAINTING & DECORATING	75	900
PEST CONTROL	175	2,100
SWIMMING POOL	225	2,700
VEHICLE EXPENSE	50	600
GROUNDS & LANDSCAPING	200	2,400
OUTDOOR SIGNS	20	240
PLUMBING & HEATING	50	600
ELEVATOR	250	3,000
OTHER EXPENSES	75	900
SECURITY	750	9,000
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TOTAL OPERATING EXPENSES:	\$ 2,130	\$ 25,560
TOTAL DEPARTMENT	\$ 3,595	\$ 43,140
	=====	=====

LAULE'A TIME SHARING CONDOMINIUM

Owner-Occupants Pre-Sale Notice

This notice is published pursuant to Section 514A-102 Hawaii Revised Statutes to inform prospective owner-occupant purchasers that JAMES K. SCHULER & ASSOCIATES, INC., a Hawaii Corporation, is developing and intends to offer for sale a fifty-eight (58) unit Fee Simple Condominium project located along Kihei Road, Kihei, Maui (Tax Map Key 3-9-01 parcels 4 & 55) and to be known as the Laule'a Condominium. The project consists of two (2) low-rise buildings (Building "A" is a 4 story with 21 units; Building "B" is a three story with 37 units), and 73 parking spaces more particularly described as follows:

Unit	Bdrms.	Living Area Sq. Ft.	Lanai/Loft Area Sq. Ft.	Estimated Mo. Maintenance Fee	Estimated Price
A-101	2	948	137	\$235.95	\$ 198,000.00
A-102	2	928	108	224.25	200,000.00
A-103	2	928	108	224.25	200,000.00
A-104	2	930	133	230.04	194,000.00
A-105	1	644	112	163.40	165,000.00
A-201	2	948	137	235.95	198,000.00
A-202	2	928	108	224.25	200,000.00
A-203	2	928	108	224.25	200,000.00
A-204	2	930	133	230.04	194,000.00
A-205	1	644	112	163.40	165,000.00
A-301	2	948	137	235.95	200,000.00
A-302	2	928	108	224.25	202,000.00
A-303	2	928	108	224.25	202,000.00
A-304	2	930	133	230.04	196,000.00
A-305	1	644	112	163.40	166,000.00
A-401	2	1,190	137	287.10	208,000.00
A-402	2	1,160	108/250	274.34	210,000.00
A-403	1	822	108/250	201.21	170,000.00
A-404	1	822	108/250	201.21	170,000.00
A-405	1	822	108/250	201.21	170,000.00
A-406	1	874	112/250	213.26	172,000.00
B-101	2	872	196	231.22	180,000.00
B-102	1	598	108	152.77	142,000.00
B-103	1	598	108	152.77	142,000.00
B-104	1	598	108	152.77	142,000.00
B-105	2	930	133	230.04	170,000.00
B-106	2	928	108	224.25	173,000.00
B-107	1	598	108	152.77	142,000.00
B-108	1	598	108	152.77	135,000.00
B-109	1	598	108	152.77	137,000.00
B-110	1	598	108	152.77	137,000.00
B-111	1	598	108	152.77	137,000.00
B-112	2	928	196	245.99	172,000.00
B-201	2	872	196	231.22	180,000.00
B-202	1	643	112	152.77	142,000.00
B-203	1	643	112	152.77	142,000.00
B-204	1	643	112	152.77	142,000.00
B-205	2	930	133	230.04	170,000.00
B-206	2	928	108	224.25	173,000.00
B-207	1	598	108	152.77	142,000.00
B-208	1	598	108	152.77	135,000.00
B-209	1	598	108	152.77	137,000.00
B-210	1	598	108	152.77	137,000.00
B-211	1	598	108	152.77	137,000.00
B-212	2	928	196	245.99	172,000.00
B-301	3	1,160	196	289.35	230,000.00

Unit	Bdrms.	Living Area Sq. Ft.	Lanai/Loft Area Sq. Ft.	Estimated Mo. Maintenance Fee	Estimated Price
B-302	2	885	108	215.74	178,000.00
B-303	2	885	108	215.74	178,000.00
B-304	2	885	108	215.74	178,000.00
B-305	2	885	108	215.74	175,000.00
B-306	2	885	108	215.74	177,000.00
B-307	2	885	108	215.74	177,000.00
B-308	2	885	108	215.74	177,000.00
B-309	2	885	108	215.74	175,000.00
B-310	2	885	108	215.74	176,000.00
B-311	2	885	108	215.74	176,000.00
B-312	2	885	108	215.74	176,000.00
B-313	2	965	112	233.23	180,000.00

The prices and monthly maintenance fees above represent the Developer's best estimates as of the date of this notice and are subject to change by the Developer prior to entering into binding sales contracts. The method of computing the square footages disclosed above will be described in the final public report.

The apartments will be offered for sale upon the issuance of Final Public Report on Laule'a by the Real Estate Commission of the State of Hawaii. The Developer plans to submit its application for the Public Report to the Real Estate Commission on or before August 5, 1985. The Developer estimates that the Public Report will be issued approximately three weeks or so after submission of the application to the Real Estate Commission. Because a public report has not yet been issued for the project, the Real Estate Commission has not yet determined whether the Developer has adequately disclosed all material facts as required by law.

All apartments in the project are intended for residential use including time sharing and transient vacation rental and similar uses as permitted by law and the proposed condominium document. Because of the timesharing character of the project, the Developer anticipates that only a limited number of the apartments in the project will ultimately be purchased by owner-occupants, however, all apartments except the following shall be held for ten (10) days after issuance of the Final Public Report for sale to owner occupancy:
 Building A - 101, 105, 210, 205, 301, 303, 305, 401, 503, 406
 Building B - 102, 104, 202, 203, 206, 302, 304.

Any interested person who wishes to be placed on an owner-occupancy reservation list or to obtain further information on the project, should contact the Developer's initial broker: South Pacific Properties, 915 Fort Street, 10th Floor, Honolulu, Hawaii 96813. Telephone (808) 521-5661. The Developer intends to secure additional brokers to aid in the sales of the project.

EXHIBIT 3

ARTICLE V OF CONDOMINIUM BY-LAWS

ARTICLE V: MAINTENANCE, ALTERATION AND USE OF THE CONDOMINIUM

Section 1. Maintenance and Repair of Apartments. Each Owner shall, at the Owner's expenses, keep his apartment and all fixtures and equipment therein in good order, condition and repair and do such repainting and redecorating as may be necessary to maintain the good appearance and condition of his Apartment. Each Owner shall be responsible for the maintenance, repair and replacement of the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of his apartment, and any plumbing fixtures, water heater, heating or cooling equipment, lighting fixtures, telephone, refrigerator, dishwasher, garbage disposal, range, doors, windows, interior walls and partitions and similar installations in his apartment and not part of the common elements.

Section 2. Maintenance and Repair of Common Elements. All maintenance, repair and replacements of the common elements, whether located inside or outside of the apartments, shall be made only by or at the direction of the Board and be charged to all the Owners as a common expense; provided, that the costs of maintenance, repairs and replacements necessitated by the negligence, misuse or neglect of an identified Owner shall be charged to such Owner as a special assessment.

Section 3. Alteration of the Condominium. The following provisions are intended and shall be deemed to be cumulative:

(a) Additions, alterations, repairs or improvements to the common elements of the Condominium may be made only by or at the direction of the Board.

(b) Whenever in the judgement of the Board the common elements shall require additions, alterations, repairs or improvements with a total cost of less than ten percent (10%) of the Association's budget for that year, after first applying available insurance and condemnation proceeds and funds held in any capital improvement savings account, the Board may proceed with such additions, alterations, repairs or improvements and shall assess the cost thereof as a common expense. Any additions, alteration, repairs or improvements costing in excess of said ten percent (10%) may be made by the Board only after obtaining the vote or written approval of a majority of the Owners. The cost thereof shall constitute part of the common expenses.

(c) Restoration or replacement of any building or buildings in the Condominium or construction, alteration or addition to any such building or buildings different in material respect from what is then shown on the Condominium Map, or described in the Condominium Declaration shall be undertaken by the Association only pursuant to an amendment to the Condominium Declaration and Map (if applicable), duly executed or authorized by the affirmative vote of a majority of the Owners (or such other and higher percentage of Owners in those circumstances where the vote of such other and higher percentage of Owners is expressly and affirmatively required by the Condominium Act, the Condominium Declaration or these By-Laws), accompanied by the written consent

of the holders of all liens on the affected apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Board.

Promptly upon completion of such restoration, replacement, construction, alteration or addition, the Association shall duly record or file of record such amendment to the Condominium Declaration, together with an amendment to the Condominium Map certified by a registered architect or professional engineer: (i) to be an accurate copy of the portions of the plans therefor as filed with and approved by the county or city and county officer having jurisdiction over the issuance of permits for the construction of buildings, and, if affecting any apartment numbers and dimensions of the affected apartments, as built. Provided, however, that the foregoing provision of this subparagraph (c) shall not apply to the construction, alterations or additions to the common elements which are of a type that are not then generally required by the Condominium Act to be shown on a condominium map.

(d) No Owner shall do any work to his Apartment which could jeopardize the soundness or safety of any part of the Condominium, reduce the value thereof, or impair any easement or hereditament, nor may any Owner add any material structure or excavate any additional basement or cellar, without in every such case the consent of seventy-five percent (75%) of the Owners being first obtained, together with the consent of all Owners whose apartments or limited common elements appurtenant thereto are directly affected. However, the installation of solar energy devices as defined by section 468B-1, Hawaii Revised Statutes, or additions to or alterations of an apartment made within such apartment or within a limited common element appurtenant to and for the exclusive use of the apartment shall require approval only by the Board. The Board shall not unreasonably withhold or delay its approval, and shall have the obligation to answer any written request by an Owner for its consent within thirty (30) days after its receipt of such a request describing the proposed alteration in reasonable detail.

Section 4. Use of Condominium.

(a) No Owner or occupant shall place, store or maintain in the corridors, stairways, elevators, walkways, sidewalks, parking areas, driveways, roads, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(b) No Owner or occupant shall suffer anything to be done or kept in his apartment or elsewhere which will jeopardize the soundness or safety of the buildings of the Condominium, or which will be noxious or offensive or will interfere with or unreasonably disturb the rights of other owners and occupants, or which will increase the rate or result in the cancellation of fire insurance on the buildings or the contents thereof or which will reduce the value of the buildings.

(c) The Owner or occupant of any apartment will not, without the prior written consent of either the Board or the Managing Agent or in accordance with the House Rules, if applicable provisions are stated therein, display any sign or place any other thing in or upon any door, window, wall or other

portion of the apartment or common elements, so as to be visible from the exterior.

(d) Every Owner and occupant shall at all times keep his apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association applicable to the use of the Condominium.

(e) No Owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the Condominium, nor alter or remove any furniture, furnishings or equipment of the common elements.

(f) No Owner or occupant shall decorate or landscape any entrance, planting area or lanai appurtenant to his apartment except in accordance with applicable provisions, if any, in the House Rules, or with the standards therefore established by the Board, or with specific plans approved in writing by the Board.

(g) All Owners and occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

(h) No garments, rugs or other objects shall be hung from the windows or facades of the Condominium. No rugs or other objects shall be dusted or shaken from the windows of the Condominium or cleaned by beating or sweeping onto any exterior part of the Condominium. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Condominium outside of the disposal facilities provided for such purposes.

(i) No livestock, poultry, rabbits, common pets (including dogs and cats), or other animals whatsoever shall be allowed or kept in any part of the Condominium.

(j) No Owner or occupant shall without the written approval of the Board install any wiring for electrical installations, television antenna, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Condominium or protruding through the walls, windows or roof thereof.

(k) Each Owner and occupant shall be responsible for the care and maintenance of any lanais which are included in his apartment. However, no owner may paint or otherwise decorate his lanais without prior approval by the Board. It is intended that the exterior of the buildings shall present a uniform appearance, and to effect that end, the owners hereby agree that the Board may require the painting or repair of each lanai, outside doors, windows, trim, fences, railings and other exterior portions of the buildings and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and repair and to make payment therefor out of the capital improvements fund, subject to direct charges for negligence, misuse or neglect, as provided hereinabove. No awnings, shades, jalousies or other device shall be erected or placed on the lanais so as to be visible from the exterior without prior written permission from the Board.