GENTRY HOMES, LTD. NorthPark by Gentry IV – Phase 19 SALES PROCESS

SALES PROCESS

1. The Pre-Sale Notice will be published in the "Honolulu Star Advertiser" on **Sunday**, **November 20**, 2022, and **Sunday**, **November 27**, 2022

The Pre-sale Notice **lists 4 of 7** units in the phase. To abide with the State of Hawaii -City and County of Honolulu's owner occupant requirement, <u>THESE UNITS MUST BE</u> <u>SOLD TO OWNER OCCUPANTS ONLY</u> for the first 30 days after the release of units for sale.

- 2. The packet includes:
 - a. Instructions.
 - b. Copy of Pre-Sale Notice.
 - c. Owner Occupant Affidavit **required** and must be signed, notarized and returned to the Sales Office fax or email is acceptable.
 - d. Price list of Phase.
 - e. Site map of Phase.
 - f. Homesite Selection Sheet. Please prioritize all the homes offered in the Lottery on the attached Homesite Selection Form.
 - g. "Attention Buyers" sheet regarding parking and the best management practices for washing vehicles disclosure.

A prequalification letter <u>is required</u> to participate in lottery.

- Sales packets will be available from the sales office on Sunday, November 20, 2022. The deadline to submit the Owner-Occupant Affidavit and prequalification letter is Saturday, December 3, 2022 by 3:00 p.m. Lottery packets are also available online at: www.GentryHawaii.com
- 4. You can submit your documents in one of the following ways:
 - a. Hand deliver to the NORTHPARK Sales Center 91-1841 Keaunui Drive, Unit 107, Ewa Beach (preferred method).
 - b. Email to <u>northpark@gentryhawaii.com</u> on or before the deadline. Keep the original until a sales agent provides additional instructions.

- c. Fax to: 808-447-8431 on or before the deadline. Keep the original until a sales agent provides additional instructions.
- 5. Home selection will be made via lottery on Saturday, December 10, 2022 at 11:00 a.m.
- 6. It is Buyer's responsibility to make sure that all their completed paperwork has been entered into the log by the deadline date to include date of receipt, buyer's first and last name, homesite selection(s), and contact numbers.
- Names submitted, numerical orders issued and back up list are only applicable to NorthPark by Gentry IV – <u>Phase 19</u>. Each new release requires a repeat of the procedure noted above.
- 8 There may be homes not offered for sale to the public.
- 9. There will be no sale of home contingency sales.
- 10. Effective December 1, 2020, Broker CO-OP to <u>all new</u> prospective buyers registered by a broker/agent on their first visit will be 2% of the Base Price of the home. Broker must accompany client on FIRST visit, **no exceptions**.
 - Note: The Broker co-op of 2.5% offered prior to 12/01/2020 will be honored for <u>all</u> <u>previously registered broker clients</u> until 06/01/2021.

SELECTION OF HOMESITE

- 1. A lottery will be held on Saturday, December 10, 2022 at 11:00 a.m.
- 2. Lottery Process (letter a and b of the process will be video-taped for validity):

(Due to current circumstances, Gentry will have a closed lottery where no applicants will be present. Instead, applicants will be contacted by phone " r' ").

- a. The lottery will begin at 11:00 a.m. and end at 12:30 p.m. You must be available by phone during this time.
- b. Names will be drawn to establish the order of the applicants.
- ★ c. The agent(s) will call applicants in the order they were pulled, <u>and until the</u> <u>last unit is sold</u>.
 - d. If you are called and there is no answer, the agent will leave you a message. You will have 5 minutes to return the call. If you do not return the call within 5 minutes of the voice message, your name will be placed at the bottom of the back-up list.
 - e. When you speak with the agent, you will have five minutes to provide your choice of Plan and homesite number. Therefore, it is imperative that you complete the homesite selection form prior to being contacted.
 - f. The agent will then provide you with additional instructions.
- 3. Buyer(s) must complete the reservation and submit a **\$1,000** deposit check made

payable to First American Title within 48 hours of home selection. An additional **\$3,000** deposit will be required at contract.

If buyer(s) is unable to fulfill the above requirements, then buyer(s) will forfeit reservation of home and be placed at the bottom of the list.

- 4. Once a unit is selected, the Purchase Contract must be completed within 7 days.
- 5. If a prospect desires a specific plan or homesite that is not available, the prospect will be placed on the back-up list.

Should a unit become available, the agent(s) will review the back-up list and offer the unit to the first prospect whose stated interest coincides with the available unit. The prospect will have 24 hours to accept the unit. If the prospect accepts the unit but does not execute the Reservation and submit the deposit check within 48 hours of home selection, the prospect will be placed at the bottom of the back up list. If the prospect does not accept the unit, the prospect will be placed at the bottom of the back-up list.

- 6. Buyer(s) cannot transfer to another homesite unless they cancel their current unit and are placed at the bottom of the back-up list to await another unit.
- 7. For any questions, please call the sales agents at 808-447-8430.



NORTHPARK by Gentry IV – Phase 19 Owner-Occupants' Presale Notice

This notice is published pursuant to Section 514B-95.5 of the Hawaii Revised Statutes, as amended, to announce that Gentry Homes, Ltd., a Hawaii corporation, is developing and intends to offer for sale to prospective owner-occupant buyers a fee simple condominium project to be known as NORTHPARK BY GENTRY IV. NORTHPARK BY GENTRY IV will be developed in four (4) phases and will consist of a total of thirty-six (36) residential units. NORTHPARK BY GENTRY IV is in the planned community known as EWA BY GENTRY. It will be located at 91-1841 Keaunui Drive, Ewa Beach, Hawaii 96706 [Tax Map Key No.: (1) 9 1-010:120 (portion)].

PHASE 19 of NORTHPARK BY GENTRY IV consists of seven (7) two-story residential units, each unit being its own building. All of the units will be for residential use. None of the units in the project are accessible and adaptable as defined and interpreted in 24 CFR Section 100 et seq.

The following four (4) units in PHASE 19 of NORTHPARK BY GENTRY IV have been designated by Gentry Homes, Ltd. for sale to prospective owneroccupants pursuant to Section 514B-95.5 of the Hawaii Revised Statutes:

Unit No.	Plan	Bdrms/Baths	Approx. Net Living Area (sq. ft.)	Prices
111	Plan 1	3 Bedroom/2.5 Bath	1,194	\$874,350
107	Plan 1	3 Bedroom/2.5 Bath	1,194	\$892,700
103	Plan 3	3 Bedroom/2.5 Bath	1,231	\$917,090
109	Plan 4	4 Bedroom/2.5 Bath	1,259	\$880,620

Gentry Homes, Ltd. may change the above price ranges prior to entering into binding sales contracts.





The units listed in this Pre-Sale Notice constitute at least fifty percent (50%) of the residential units being marketed. For a 30-day period following the initial date of sale of PHASE 19 of NORTHPARK BY GENTRY IV, the owner-occupant designated units listed above shall be offered only to prospective owner-occupants who will use the residential units as their principal residence for a period of not less than three hundred sixty-five (365) consecutive days. Gentry Homes, Ltd. shall have the right to substitute a unit designated for owner-occupants with a unit that is not so designated subject to the requirements of Section 514B-96 of the Hawaii Revised Statutes, as amended

These units will be offered through a public lottery. To participate in the lottery, buyers must complete and submit an owner-occupant affidavit to Gentry Homes, Ltd. $\ensuremath{\mathbb{R}}$

Owner-Occupant Affidavits will be available on Sunday, November 20, 2022.

Owner-Occupant Affidavits will be available at 91-1841 Keaunui Drive, #107, Ewa Beach, Hawaii 96706 or at www.gentryhawaii.com. Sales office hours are by appointment only on Monday 12:00 p.m. to 5:00 p.m. and Tuesday through Sunday from 10:00 a.m. to 5:00 p.m.

Gentry Homes, Ltd. \circledast will accept completed owner-occupant affidavits until Saturday, December 3, 2022 by 3:00 p.m.

Gentry Homes, Ltd. ® shall compile and maintain a list of all prospective owner-occupants who have submitted executed owner-occupant affidavits. A public lottery will be held on Saturday, December 10, 2022 at 11:00 a.m.

Broker must accompany client on first visit. No exceptions.

For further information contact Gentry Homes, Ltd. ® at telephone: (808) 447-8430 or visit www.gentryhawaii.com.

NORTHPARK BY GENTRY IV

NOTICE TO ALL PERSONS SIGNING THE AFFIDAVIT: This Affidavit is being provided to you pursuant to Section 514B-96.5 of the Condominium Property Act (Chapter 514B of the Hawaii Revised Statutes). This Affidavit is a legal document that contains promises which are binding on you. If these promises are broken you could be subject to various penalties that are described in the Condominium Property Act and in this Affidavit. It is strongly recommended that you seek the advice of an attorney or the Developer's representatives if you do not understand anything contained in the Affidavit, or have questions about anything contained in this Affidavit, or do not understand the references to the provisions of the Condominium Property Act which are contained in this Affidavit.

AFFIDAVIT

OF INTENT TO PURCHASE AND RESIDE IN AN

OWNER-OCCUPANT DESIGNATED CONDOMINIUM RESIDENTIAL UNIT

We, the undersigned "owner-occupants" on _______, do hereby declare that it is our intention to purchase and reside in a condominium residential unit designated for an "owner-occupant" in the NORTHPARK BY GENTRY IV condominium project ("Project") proposed by Gentry Homes, Ltd. ("Developer").

We understand, affirm, represent and agree by signing this Affidavit that:

- It is our intent to reserve and purchase an owner-occupant designated residential unit ("designated unit") pursuant to Section 514B-96.5 of the Condominium Property Act, and upon closing escrow, to reside in the designated unit as our principal residence for 365 consecutive days.
- 2. The term "Owner-occupant" as used herein is defined in Section 514B-95 of the Condominium Property Act as:

"...any individual in whose name sole or joint legal title is held in a residential unit that, simultaneous to such ownership, serves as the individual's principal residence, as defined by the department of taxation, for a period of not less than three hundred sixty-five consecutive days; provided that the individual shall retain complete possessory control of the premises of the residential unit during this period. An individual shall not be deemed to have complete possessory control of the premises if the individual rents, leases, or assigns the premises for any period of time to any other person in whose name legal title is not held; except that an individual shall be deemed to have complete possessory control even when the individual conveys or transfers the unit into a trust for estate planning purposes and continues in the use of the premises as the individual's principal residence during this period."

- **3.** We understand that if two or more prospective owner-occupants intend to reside jointly in the same designated unit, only one owner-occupant's name shall be placed on the reservation list for either the chronological system or lottery system.
- 4. We shall notify the Real Estate Commission immediately upon any decision to cease being an owner-occupant of the designated unit prior to three hundred sixty-five (365) days after recordation of the instrument conveying the designated unit to us.
- 5. We have personally executed this Affidavit and we are all of the prospective owneroccupants for the designated unit. This Affidavit shall not be executed by an attorney-infact.
- 6. We shall not sell or offer to sell, lease or offer to lease, rent or offer to rent, assign or offer to assign, convey or otherwise transfer any interest in the designated unit until at least three hundred sixty-five (365) consecutive days have elapsed since the recordation of the instrument conveying title to the designated unit to us; provided that a person who continues in the use of the premises as the individual's principal residence during this period may convey or transfer the unit into a trust for estate planning purposes. Furthermore, we understand that we have the burden of proving our compliance with the law.
- 7. We understand that no developer, employee or agent of a developer, or real estate licensee shall violate or aid any person in violating the Condominium Property Act.
- 8. The Real Estate Commission may require verification of our owner-occupant status and if we fail to submit such verification, we may be subject to a fine in an amount equal to the profit made from the sale, assignment or transfer of the designated unit.
- **9.** Any false statement in this Affidavit or violation of the Condominium Property Act shall subject us to a misdemeanor charge with a fine not to exceed \$2,000, or by imprisonment of up to a year or both. We further understand that if we violate or fail to comply with the Condominium Property Act, we shall be subject to a civil penalty of up to \$10,000, or fifty percent of the net proceeds received or to be received from the sale, lease, rental, assignment or other transfer of the designated unit, whichever is greater.

10. When required by context, each pronoun reference shall include all numbers (singular and plural) and each gender shall include all genders.

By signing this affidavit on we represent and affirm that we have read, understand and agree to the above statements.

(Prospective Owner-Occupant's Signature)

(Print Prospective Owner-Occupant's Name)

[THIS DOCUMENT MUST BE NOTARIZED. NOTARY BLOCK FOLLOWS IMMEDIATELY ON PAGE 4]

STATE OF HAWAII)) ss. CITY AND COUNTY OF HONOLULU)

On _____, before me personally appeared _____

_____ and _____

and

______, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Printed Name:	
Notary Public, State of Hawaii	
My Commission Expires:	

NOTARY CERTIFICATION STATEMENT

	or Description: NorthPark by C upant Designated Condominium	entry IV Affidavit of Intent to Purchase and Residential Unit
Document Date:		
No. of Pages:		
Jurisdiction: First Circu	it	
Signature of Notary	Date of Notarization and Certification Statement	
Printed Name of Notary	My commission expires	(Stamp or Seal)

NORTH PARK by Gentry IV

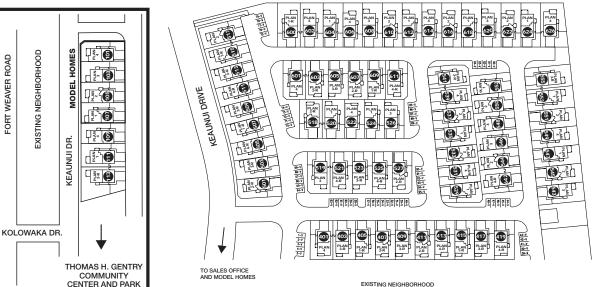
Phase 19

Price List

Unit No.	Plan No.	Approx. Parcel Area	Base Price * (+ lot premium, if any)	Includes	Total Price
103	3	2,550 sf	\$859,000 (\$851,000 + \$8,000)	 7' Covered Lanai Cabinet Color: Seaside White Pure White accent paint Willow Corian GE Profile SS appliance pkg Model home upgrades 	\$917,090
107	1	2,550 sf	\$849,000 (\$841,000 + \$8,000)	 7' Covered Lanai Cabinet Color: Seaside Ebony 3 Bedrooms w/Loft & Sitting Room Pure white and Egret accent paint Rain Cloud Corian Standard appliance pkg Model home upgrades 	\$892,700
109	4	2,550 sf	\$864,000 (\$856,000 + \$8,000)	 7' Covered Lanai Cabinet Color: White Shaker Style Egret White accent paint color Junction box with switch Willow Corian Standard appliance pkg Front load Washer/dryer 	\$880,620
111	1	2,925 sf	\$857,000 (\$841,000 + \$16,000)	 7' Covered Lanai 3 Bedrooms w/Loft & Sitting Room Cabinet Color: Seaside Teak Egret White accent paint color Junction box with switch Limestone Prima Corian Standard appliance pkg Front load washer/dryer 	\$874,350

NORTH ~PARk BY GENTRY

Ehukai-Plan 1 Kualoa-Plan 2 No'eau-Plan 3 Luana-Plan 4



EXISTING NEIGHBORHOOD

NORTH ~PARK **BY GENTRY**

- Ehukai-Plan 1
- Kualoa-Plan 2

No'eau-Plan 3

Luana-Plan 4

MODEL HOMES PLAN 3 P PLAN PLAN 4 PLAN KEAUNUI DR. PLAN 3-R

PLAN 4 5

103

105

107

109

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NORTH PARK by Gentry IV Phase 19 HOMESITE SELECTION FORM

Name:	
Teleph	one Number:
Teleph	one Number:
My sel	ections are (Plan and homesite numbers):
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ATTENTION BUYERS

Buyers should inspect the garage and driveway thoroughly to ensure that the garage and/or driveway can accommodate their vehicle(s), **before** selecting a home. Visitor parking stalls will not be available to homeowner's for everyday use. Visitor parking stall 63-V is reserved 24 hours a day, 7 days a week for the exclusive use by the United States Postal Service and/or those acting on its behalf while servicing NorthPark by Gentry. The garage should be used for parking cars, and not only storage.

Parking is allowed on driveway in front of garage, but cannot extend onto roadway.

No parking is allowed on any roadway within NorthPark by Gentry. No vehicle parking in a visitor parking stall shall <u>extend</u> into any roadway within NorthPark by Gentry. Vehicles violating these restrictions shall be towed. The washing of automobiles, motorcycles and other motor vehicles is prohibited unless conducted in either of the two Car Wash Stations within NorthPark by Gentry.

NorthPark by Gentry House Rules Excerpt:

A-4 No Parking in or Blocking of Roadway.

No parking is allowed on any roadway within NorthPark by Gentry. No vehicle parked in a driveway or visitor parking stall shall <u>extend</u> into any roadway within NorthPark by Gentry. Vehicles violating these restrictions shall be towed.

A-9 Parking Areas and Driveways.

Limited common element parking areas and driveways are for parking operational vehicles only. No personal items, such as, but not limited to, lumber, furniture, boxes, crates or recreational equipment, shall be stored or placed on either the limited common element parking areas or driveways. Vehicles must not extend into the sidewalks or roads in any way. Residents will be responsible for the cleanliness of their limited common element parking areas and driveways, including the removal of any grease build-up.

B-6 Compliance with the Storm Water Operation and Maintenance Plan.

In compliance with the Storm Water Operation and Maintenance Plan (as defined in the Declaration), residents are required to abide by the applicable permanent source control BMPs (or best management practices) set forth in the Storm Water Operation and Maintenance Plan. The BMPs include the requirement that the washing of automobiles, motorcycles and other motor vehicles is restricted to either of the two Car Wash Stations that will be part of NorthPark by Gentry. Washing vehicles outside of the two designated Car Wash Stations is strictly prohibited throughout NorthPark by Gentry. Car Wash Station hours shall be as follows: Sundays through Thursdays: 7:00 a.m. – 10:00 p.m.

Sundays through Thursdays:	7:00 a.m. – 10:00 p.m.
Fridays, Saturdays and Holidays:	7:00 a.m. – 11:30 p.m.

Buyer may read the Developer's Public Report and the NorthPark by Gentry condominium documents (which include the House Rules) by typing the following in the address box at the top left of your screen:

www.gentryhawaii.com/northpark-docs