

GENTRY HOMES, LTD.
Ka'ulu by Gentry I – Phase 6
SALES PROCESS
(Single Family)

SALES PROCESS

1. The Pre-Sale Notice will be published in the “Honolulu Star Advertiser” on **Sunday, April 14, 2024 and Sunday, April 21, 2024.**

The Pre-sale Notice **lists 6 of the 11** units in the phase. To abide with the State of Hawaii - City and County of Honolulu’s owner occupant requirement, **THESE UNITS MUST BE SOLD TO OWNER OCCUPANTS ONLY** 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 is required to participate in lottery.

3. Sales packets will be available from the sales office on Sunday, April 14, 2024; also available on gentryhawaii.com website. **The deadline to submit the Owner-Occupant Affidavit and prequalification letter is Thursday, April 25, 2024 by 5:00 p.m.**
4. You can submit your documents in one of the following ways:
 - a. Hand deliver to the KA’ULU Sales Center at 91-1101 Franklin D. Roosevelt Avenue, Unit 227 (preferred method).
 - b. Email to kaulu@gentryhawaii.com 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, April 27, 2024 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.
7. Names submitted, numerical orders issued and back up list are only applicable to Ka'ulu by Gentry I – **Phase 6**. 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. Broker CO-OP to **all new** 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**.

SELECTION OF HOMESITE

1. A lottery will be held on **Saturday, April 27, 2024 at 11:00 a.m.**
2. Lottery Process (letter a and b of the process below 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 “☆”).
 - 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, and until the last unit is sold.
 - 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 **\$7,000** 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.

Ka'ulu by Gentry

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 Kalaeloa, LLC, a Hawaii limited liability company, is developing and intends to offer for sale to prospective owner-occupant buyers a fee simple condominium project to be known as KA'ULU BY GENTRY I. KA'ULU BY GENTRY I will be developed in six (6) phases and will consist of a total of fifty-five (55) residential units. The project will be located at 91-1001 Franklin D. Roosevelt Avenue, Kapolei, Hawaii 96707 [Tax Map Key No.: (1) 9 1-013:197 (portion)].

PHASE 6 of KA'ULU BY GENTRY I consists of eleven (11) 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 six (6) units in PHASE 6 of KA'ULU BY GENTRY I have been designated by Gentry Kalaeloa, LLC for sale to prospective owner-occupants pursuant to Section 514B-95.5 of the Hawaii Revised Statutes:

Unit No.	Plan	Bdrms/Baths	Approx. Net Living Area (sq. ft.)	Prices
106	Plan 1-R	3 Bedroom/2.5 Bath	1,508	\$941,350
107	Plan 2-R	3 Bedroom/2.5 Bath	1,592	\$959,150
108	Plan 3-R	3 Bedroom/2.5 Bath	1,581	\$955,700
109	Plan 2	3 Bedroom/2.5 Bath	1,592	\$959,200
110	Plan 1	3 Bedroom/2.5 Bath	1,508	\$935,950
111	Plan 3	3 Bedroom/2.5 Bath	1,581	\$953,900



Plan 1 - Aukai Model



Conceptual Photo

Gentry Kalaeloa, LLC 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 6 of KA'ULU BY GENTRY I, 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 Kalaeloa, LLC 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 Kalaeloa, LLC..

Owner-Occupant Affidavits will be available on **Sunday, April 14, 2024 at 10:00 a.m.**

Owner-Occupant Affidavits will be available at 91-1001 Franklin D. Roosevelt Avenue, Kapolei, Hawaii 96707 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 Kalaeloa, LLC will accept completed owner-occupant affidavits until **Thursday, April 25, 2024 at 5:00 p.m.**

Gentry Kalaeloa, LLC 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 **April 27, 2024 at 11:00 a.m.**

To qualify for a 2% cooperating broker sales commission, a broker's agent **MUST** accompany the buyer on the first visit. **NO EXCEPTIONS.**

For further information contact Gentry Kalaeloa, LLC at telephone: w(808) 447-8430 or visit www.gentryhawaii.com.

KA‘ULU BY GENTRY I

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 KA‘ULU BY GENTRY I condominium project (“Project”) proposed by Gentry Kalaeloa, LLC (“Developer”).

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

1. 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 owner-occupants for the designated unit. This Affidavit shall not be executed by an attorney-in-fact.
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)

(Prospective Owner-Occupant's Signature)

(Print Prospective Owner-Occupant's Name)

(Prospective Owner-Occupant's Signature)

(Print Prospective Owner-Occupant's Name)

(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: _____

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: Ka'ulu by Gentry I Affidavit of Intent to Purchase and Reside in an Owner-Occupant Designated Condominium Residential Unit	
Document Date: _____	
No. of Pages: _____	
Jurisdiction: First Circuit	
_____ Signature of Notary	_____ Date of Notarization and Certification Statement
_____ Printed Name of Notary	_____ My commission expires
(Stamp or Seal)	

KA'ULU BY GENTRY

Increment 1, Phase 6 Lottery

(Lots: 106, 107, 108, 109, 110, 111)

Price List

Unit No.	Plan No.	Approx. Parcel Area		Base Price * (+ lot premium, if any)	Includes	Total Price
106	1-R	1,508	sf	\$927,000 (\$924,000 + \$3,000)	<ul style="list-style-type: none">• Cabinets: White Thermofoil Shaker Door• Kitchen Countertop Group 4 Corian Quartz Surface; Color: Calacatta Natura	\$941,350
107	2-R	1,592	sf	\$942,000	<ul style="list-style-type: none">• Cabinets: Pelee Island pear prism TFL Shaker Door• Kitchen Countertops Group 4 Corian Quartz; Color: Calacatta Natura	\$959,150
108	3-R	1,581	sf	\$942,000 (\$939,000 + \$3,000)	<ul style="list-style-type: none">• Cabinets: Abiqua Prism TFL Shaker Door• Kitchen Countertops Group 4 Corian Quartz; Color: Bianco Marmor	\$955,700
109	2	1,592	sf	\$945,000 (\$942,000 + \$3,000)	<ul style="list-style-type: none">• Cabinets: White Thermofoil Shaker Door• Kitchen Countertops Group 4 Corian Quarts; Color: Alabaster Terrazzo	\$959,200
110	1	1,508	sf	\$924,000	<ul style="list-style-type: none">• Cabinets: White Thermofoil Shaker Door• Kitchen Countertops Group 3 Corian Quartz; Color: Neutral Cement	\$935,950
111	3	1,581	sf	\$942,000 (\$939,000 + \$3,000)	<ul style="list-style-type: none">• Cabinets: Pelee Island Pear Prism TFL Shaker Door• Kitchen Countertops Group 3 Corian Quartz; Color: Ashen Gray Leathered	\$953,900

SINGLE-FAMILY

AUKAI, Plan 1

MAKALI'I, Plan 2

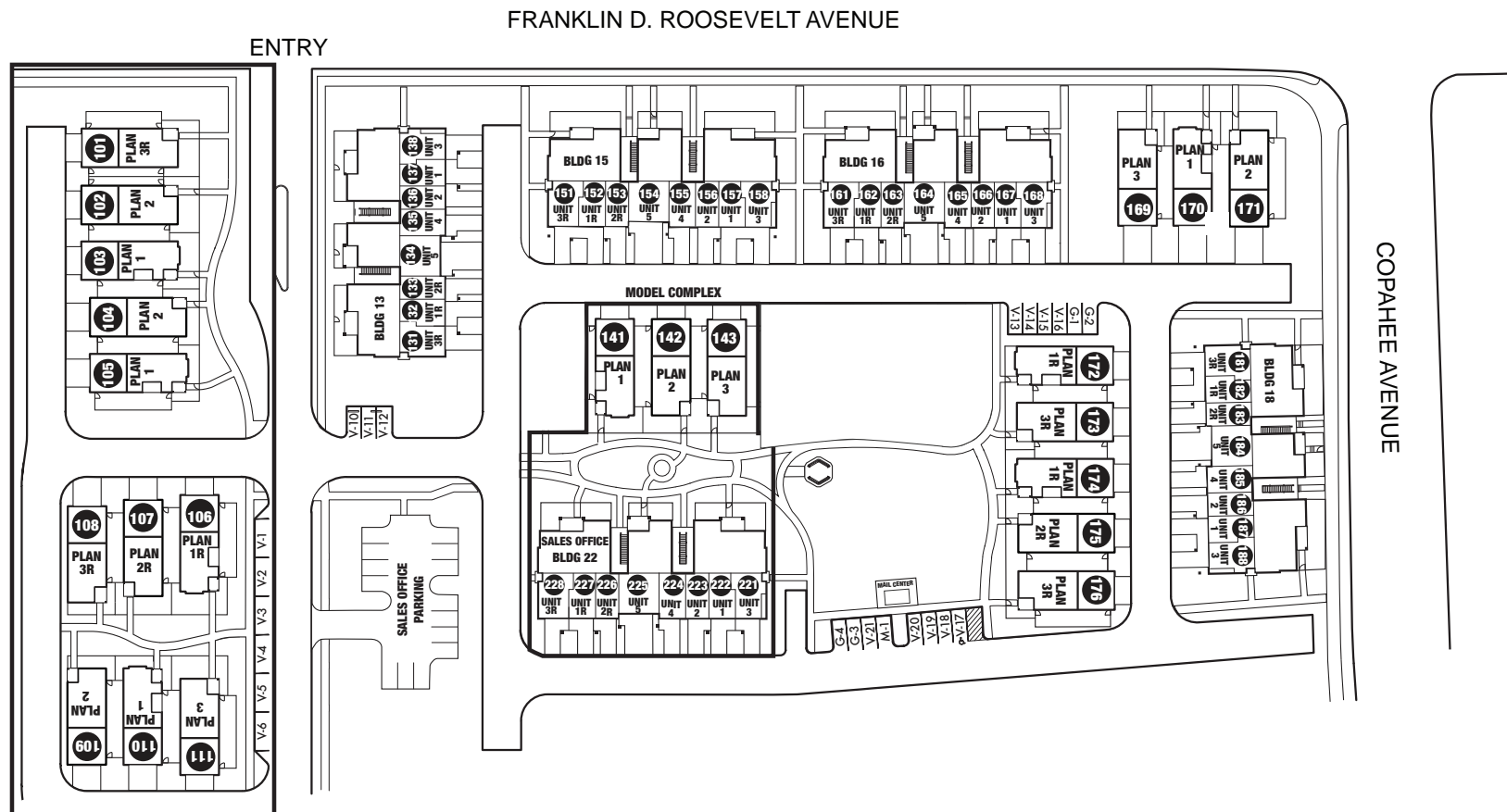
HOKU, Plan 3

TOWNHOMES

CRAFTSMANS-BUILDING 13

PLANTATION-BUILDING 15

Ka'ulu by Gentry



**KA'ULU BY GENTRY
PHASE 6
HOMESITE SELECTION FORM
(Single Family)**

Name: _____

Telephone Number: _____

Telephone Number: _____

My selections are (Plan and homesite numbers):

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____



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 M-1 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 Ka'ulu by Gentry. Large parking stalls identified as "Load", are reserved 24 hours a day, 7 days a week for active loading and unloading by Residents or by or on behalf of the Association. No cars, trucks or other vehicles may be parked or left unattended at any such stalls for longer than 30 minutes without the permission of the Manager. The garage should be used for parking cars, and not only storage.

Parking is allowed on driveway in front of garage as long as it does not conflict with Section V.F. or any other Section of the Project Rules.

No parking is allowed on any roadway within Ka'ulu by Gentry. No vehicle parking in a visitor parking stall shall extend into any roadway within Ka'ulu by Gentry. Vehicles violating these restrictions shall be towed. The washing of automobiles, motorcycles and other motor vehicles is prohibited within Ka'ulu by Gentry.

Ka'ulu by Gentry Project Rules Excerpt:

- V.A. Limited Parking in the Project.** Proper and efficient use of the space in Ka'ulu by Gentry requires that Residents park their vehicle(s) only in their garage and, if applicable, the tandem parking stall directly in front of their garage, so Residents must not use any other parking stalls in the Project at any time. There are no other options for Residents to park their vehicles, because all of the on-street common element parking stalls in Ka'ulu by Gentry are reserved for visitor use only. If all of the vehicles of a Unit's Owners and Residents will not fit in the Unit's garage or tandem parking stall, then such Owner should not purchase, and such Resident should not reside in, a Unit in Ka'ulu by Gentry. Ka'ulu by Gentry only works if all Owners and Residents park their vehicles in the Unit's garage or tandem parking stall.
- V.F. Method of Parking; No Blocking of Sidewalks or Roadways.** No vehicle belonging to any Resident or to any Resident's family member, guest, employee, service person or delivery person is allowed to be stopped or parked in such a manner so as to prevent the exit from or entrance to any portion of Ka'ulu by Gentry. No vehicle parked or stopped in a driveway, appurtenant parking stall or in a visitor parking stall is allowed to protrude beyond the driveway apron or to block or extend into any landscaped area, sidewalk or roadway within Ka'ulu by Gentry. All sidewalks must remain clear at all times. Tandem parking and double-parking are not allowed on any streets within Ka'ulu by Gentry. Curbside parking outside of designated visitor parking stalls is not allowed. Vehicles violating these restrictions are subject to being towed.

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

www.gentryhawaii.com/kaulu-docs