

# IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

## AMENDMENT 1 TO THE DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	KEALI'I BY GENTRY I
PROJECT ADDRESS:	91-5408 Kapolei Parkway Kapolei, Hawaii 96707
REGISTRATION NUMBER:	8470
EFFECTIVE DATE OF REPORT:	<b>September 24, 2020</b>
THIS AMENDMENT:	<div><input type="checkbox"/> Must be read together with:<div><input checked="" type="checkbox"/> Developer's Public Report: February 5, 2020 Effective Date</div><div><input type="checkbox"/> Amended Report: Effective Date</div></div> <div><input type="checkbox"/> Supersedes all prior amendments. Includes all prior amendment(s) and <u>must</u> be read together with:<div><input type="checkbox"/> Developer's Public Report: Effective Date</div><div><input type="checkbox"/> Amended Report: Effective Date</div></div>
DEVELOPER(S):	Gentry KGC, LLC

### Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes ("HRS"), as amended from time to time. Section 514B-56, HRS, requires that after the Hawaii Real Estate Commission ("Commission") has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the Developer desires to update or change the information set forth in the Developer's Public Report, the Developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS as any change that directly, substantially, and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements or (2) those amenities of the project available for the purchaser's use.

---

*For all sales information, please contact the Developer and real estate broker on page 9 of the Developer's Public Report.*

*Individuals with special needs may request this material by calling the State of Hawaii Real Estate Commission at 586-2644.*

The law defines "pertinent change", as determined by the commission, as a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) the size, construction materials, location, or permitted use of a unit or its appurtenant limited common element, (2) the size, use, location, or construction materials of the common elements of the project, or (3) the common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project, (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed, and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" as any fact, defect, or condition, past or present, that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale. This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page



Summary of Changes from Earlier Developers Public Report:

This summary contains a general description of the changes, if any, made by the Developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and/or exhibit alphabet or number; additional pages may be used):

1. The Declaration of Condominium Property Regime of Keali'i by Gentry I, dated December 18, 2019, and recorded in the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document No. A-73340680, was amended by that certain First Amendment to Declaration of Condominium Property Regime of Keali'i by Gentry I, dated May 4, 2020, and recorded in the Bureau as Document No. A-74320299 (the "**First Amendment to Declaration**").
2. The Bylaws of the Association of Apartment Owners of Keali'i by Gentry I, dated December 18, 2019, and recorded in the Bureau as Document No. A-73340681, was amended by that certain First Amendment to Bylaws of the Association of Apartment Owners of Keali'i by Gentry I, dated May 4, 2020, and recorded in the Bureau as Document No. A-74320300 (the "**First Amendment to Bylaws**").
3. Pursuant to the First Amendment to Declaration and the First Amendment to Bylaws, (a) unit owners shall be required to purchase and maintain, at their own expense, property insurance covering the apartment, the contents of the apartment, the fixtures and appliances of the apartment (including the wall coverings and floor coverings), as well as the limited common elements (including the private yard area and improvements thereon) appurtenant to the apartment, (b) the Association of Apartment Owners of Keali'i by Gentry I (the "**Keali'i by Gentry AOA**") must be listed as the certificate holder on the required insurance policy and the unit owner must deliver evidence of the required insurance coverage to the Keali'i by Gentry AOA (via the managing agent) annually, (c) if the unit owner fails to deliver such evidence to the Keali'i by Gentry AOA, then, unless and until the unit owner delivers evidence of the required insurance coverage to the Keali'i by Gentry AOA, the Keali'i by Gentry AOA shall have the right to purchase the required insurance on the unit owner's behalf, and all of the costs incurred by the Keali'i by Gentry AOA for doing so shall be charged to the unit owner as a special assessment, which shall be a lien on the apartment, and (d) a unit owner must indemnify and hold harmless all other unit owners and the Keali'i by Gentry AOA from and against any liability or damages relating to the unit owner's failure to satisfy the unit owner's insurance obligations (collectively, the "**Property Insurance Obligations**").
4. Recorded copies of the First Amendment to Declaration and the First Amendment to Bylaws have been submitted to the Real Estate Branch.
5. Attached is a revised Page 5, Section 1.12 (Encumbrances Against Title) of the Developer's Public Report, which has been revised to reflect the recordation of the First Amendment to Declaration and the First Amendment to Bylaws.
6. Attached is a revised Page 6, Section 1.13 (Uses Permitted by Zoning and Zoning Compliance Matters) of the Developer's Public Report, which has been revised to reflect the correct Zoning District (R-3.5 rather than A-1).
7. Attached is a revised Page 10, Section 3.1 of which (Declaration of Condominium

Changes continued:

Property Regime) has been revised to reflect recordation of the First Amendment to Declaration, and Section 3.2 of which (Bylaws of the Association of Unit Owners) has been revised to reflect recordation of the First Amendment to Bylaws.

8. Attached is a revised Page 12, Section 4.3 (Utility Charges to be Included in the Maintenance Fee) and Section 4.4 (Utilities to be Separately Billed to Unit Owner), which have been revised to reflect that each Unit's sewer service fees will be billed by the managing agent to the Unit owner, rather than included in the maintenance fees.
9. Attached is a revised Page 14, Section 5.5 (Status of Construction, Date of Completion or Estimated Date of Completion), which has been revised to update the status of construction.
10. Attached is a new Page 19g (Miscellaneous Information Not Covered Elsewhere in this Report) of the Developer's Public Report, which has been added to reflect the Property Insurance Obligations.
11. Attached is a revised Page 3 of Exhibit E (Encumbrances Against Title), which has been revised to reflect recordation of the First Amendment to Declaration and of the First Amendment to Bylaws.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes, and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements, or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation. Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information, belief, true, correct, and complete. The Developer hereby agrees to promptly amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report, and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

GENTRY KGC, LLC

Printed Name of Developer



Duly Authorized Signatory\*

JUN 30 2020

Date

Andrew Kamikawa, Vice-President of Gentry KGC, LLC

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

**\*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

**\*\*In the event of multiple Developers, each Developer must sign on their own signature page.**



## 1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit "D" \_\_\_\_\_.

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

## 1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit "D" \_\_\_\_\_.

Described as follows:

## 1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: see Article X, Section 2 of the Bylaws and Section F of the House Rules
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Units cannot be used for transient or hotel, "timeshare" or "time interval" use.
<input type="checkbox"/>	There are no special use restrictions.

## 1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "E" \_\_\_\_\_ describes the encumbrances against title contained in the title report described below.

Date of the title report: May 8, 2020

Company that issued the title report: First American Title Company, Inc.

### 1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Zoning/Type of Use	No. of Units	Use Permitted by Zoning	Zoning District	No. of Spatial
<input checked="" type="checkbox"/>	Residential	26	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-3.5	
<input type="checkbox"/>	ADU/Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Hotel/Resort		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Preservation/Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Describe any variances that have been granted to zoning code					

### 1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures, and Lots			
<p>In general, a non-conforming use, structure, or lot is a use, structure, or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging, or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures, or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure, or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>			



### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map, and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), Declaration, Bylaws, and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	December 18, 2019	A-73340680
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 4, 2020	A-74320299

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed, and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	December 18, 2019	A-73340681
Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 4, 2020	A-74320300

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations, and layout of the condominium project. It also shows the floor plan, unit number, and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	6053
Dates of Recordation of Amendments to the Condominium Map:	



## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

The initial Condominium Managing Agent for this project is (check one):

<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (specify):

### 4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit "G" contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water for common elements
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify):

### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water for the Unit only; billed by managing agent to each Unit owner based on submetering
<input checked="" type="checkbox"/>	Sewer for the Unit only; billed by the managing agent to each Unit owner
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify): telephone and internet

## 5.5 Status of Construction, Date of Completion, or Estimated Date of Completion

### Status of Construction:

**Phase 1 (Units 1 to 5, inclusive):** Construction of these Units started in October 2019. Construction completion date of these Units is February 2020.

**Phase 2 (Units 22 to 25, inclusive):** Construction of these Units is estimated to start in February 2020. The estimated construction completion date of these Units is May 2020.

**Phase 3 (Units 6 to 10, inclusive):** Construction of these Units started in October 2019. The estimated construction completion date of these Units is March 2020.

**Phase 4 (Units 26 to 31, inclusive):** Construction of these Units is estimated to start in March 2020. The estimated construction completion date of these Units is September 2020.

**Phase 5 (Units 32 to 37, inclusive):** Construction of these Units is estimated to start in May 2020. The estimated construction completion date of these Units is November 2020.

**Completion Deadline:** If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.

**Completion Deadline for any unit not yet constructed, as set forth in the sales contract:**

Subject to certain specific exceptions described in Article V, Section G.4 of the Sales Contract, the Developer agrees that completion of construction of each Unit will be on or before two years after the Buyer signs the Sales Contract for that Unit.

**Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:**

## 5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance



Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units for sale and will not be using purchasers' deposits to pay for any costs to pay for project construction or to complete the project.

Should the developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, financing costs, or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to meet certain requirements, described below in 5.6.1 or 5.6.2.

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if the Developer has met certain requirements, which are described below.

### 5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance



The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.

*If this box is checked, Sections 5.6.2, which follows below, will not be applicable to the project.*



**23. Property Insurance Obligations.** Unit owners shall be required to purchase and maintain, at their own expense, property insurance covering the apartment, the contents of the apartment, the fixtures and appliances of the apartment (including the wall coverings and floor coverings), as well as the limited common elements (including the private yard area and improvements thereon) appurtenant to the apartment. The Keali'i by Gentry AOA must be listed as the certificate holder on the required insurance policy and the unit owner must deliver evidence of the required insurance coverage to the Keali'i by Gentry AOA (via the managing agent) annually. If the unit owners fails to deliver such evidence to the Keali'i by Gentry AOA, then, unless and until the unit owner delivers evidence of the required insurance coverage to the Keali'i by Gentry AOA, the Keali'i by Gentry AOA shall have the right to purchase the required insurance on the unit owner's behalf, and all of the costs incurred by the Keali'i by Gentry AOA for doing so shall be charged to the unit owner as a special assessment, which shall be a lien on the unit. A unit owner must indemnify and hold harmless all other unit owners and the Keali'i by Gentry AOA from and against any liability or damages relating to the unit owner's failure to satisfy the unit owner's insurance obligations.

20. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Declaration of Condominium Property Regime of Keali'i by Gentry I, dated December 18, 2019, recorded as Regular System Document No. A-73340680, as amended by First Amendment to Declaration of Condominium Property Regime of Keali'i by Gentry I, dated May 4, 2020, and recorded as Regular System Document No. A-74320299, and as may be further amended from time to time.
21. Condominium Map No. 6053, and amendments thereto.
22. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Bylaws of the Association of Apartment Owners of Keali'i by Gentry I, dated December 18, 2019, recorded as Regular System Document No. A-73340681, as amended by First Amendment to Bylaws of the Association of Apartment Owners of Keali'i by Gentry I, dated May 4, 2020, and recorded as Regular System Document No. A-74320300, and as may be further amended from time to time.
23. The Apartment Deed by which Unit Buyers will take title to their respective Units.
24. For real property taxes due and payable, refer to Director of Finance, City and County of Honolulu.

END OF EXHIBIT "E"