

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED May 07, 2020 8:01 AM  
Doc No A74320299

/s/ LESLIE T. KOBATA, Registrar  
TAW 5

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Return by Mail ( ) Pickup (X) To:

Attn: Kaliko Siu  
GENTRY HOMES, LTD.  
733 Bishop Street, Suite 1400  
Honolulu, Hawaii 96813

RS 1  
Firstam: 6059440  
Total No. Pages: 5

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Document Title: FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
PROPERTY REGIME OF KEALI'I BY GENTRY I

Developer: GENTRY KGC, LLC, a Hawaii limited liability company

Description: First Amendment to Declaration, dated December 18, 2019 and recorded  
as Document No. A-73340680

This property was previously a portion of Lot 6770, as shown on Map 571 of Land Court  
Application 1069, now deregistered from the Land Court System by Document No. A-71711038,  
recorded in the Bureau of Conveyances of the State of Hawaii on August 20, 2019.

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TMK No.: (1) 9-1-16-228 (portion)

**FIRST AMENDMENT TO  
DECLARATION OF PROPERTY REGIME OF KEALI'I BY GENTRY I**

**RECITALS:**

1. GENTRY KGC, LLC, a Hawaii limited liability company, whose principal place of business and post office address is 733 Bishop Street, Suite 1400, Honolulu, Hawaii 96813 ("Developer"), submitted certain real property to a condominium property regime established under the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended, by that certain 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 (the "Declaration"), which real property is described on Exhibit "A" attached to the Declaration, thereby establishing the Keali'i By Gentry I condominium project (the "Project").

2. Simultaneously with the recording of the Declaration in the Bureau, Developer filed that certain Condominium Map No. 6053 (the "Condominium Map") in the Bureau and recorded those certain 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.

3. Pursuant to Section 18.1 of the Declaration, at any time prior to Recording of the first Apartment deed conveying an Apartment to a party other than Developer, Developer may amend the Declaration in any manner, without the approval, consent or joinder of any Apartment purchaser or anyone else.

4. As of the Effective Date (defined below), Developer has not Recorded the first Apartment deed conveying an Apartment to a party other than Developer, and, therefore, owns one hundred percent (100%) of the Apartments.

5. Developer desires to amend the Declaration as set forth in this First Amendment to Declaration of Condominium Property Regime of Keali'i By Gentry I (this "Amendment").

6. Unless otherwise defined in this Amendment, all capitalized terms (other than those at the beginning of sentences) shall have the definitions given to them in the Declaration.

**AMENDMENT:**

In consideration of the Recitals, Developer hereby amends the Declaration as follows:

Section 14 [titled "DAMAGE AND DESTRUCTION"] is hereby amended in its entirety to read as follows:

**"14. DAMAGE AND DESTRUCTION.**

**14.1 Rebuilding by the Association in the Event of an Insured Casualty.** The Association shall maintain such property (hazard) insurance as is required by the Act and the Bylaws. If, at any time, any common elements of the Project (excluding limited common elements) are damaged or destroyed by any casualty insured against in accordance with the Act and the

Bylaws (an "**insured casualty**"), then the Association shall hire one or more contractors to rebuild or repair the damaged improvements, unless the Apartment Owners elect to not rebuild, in accordance with the provisions of Section 14.3 of this Declaration. The Association will rebuild and repair the improvements according to their design just before the damage occurred. If such rebuilding or repair cannot be performed (e.g., if changes in the law prevent it), then the Association will rebuild or repair the improvements according to a new design, which must comply with all applicable laws then in effect. The plans and specifications for such new design must first be approved by the Board.

**14.2 Shortfall of Insurance Proceeds.** If there are not enough insurance proceeds to pay the full cost to repair and/or rebuild the damaged common element improvements, then the Association can pay the shortfall from the Association's replacement reserve fund. If there is not enough money in the replacement reserve fund, then the Association must (a) determine the amount of the remaining shortfall, and (b) charge a special assessment to all of the Apartments in the Project. The special assessment will be allocated among the Apartments on a per unit basis. If an Apartment Owner does not pay the full cost to repair and/or rebuild the Owner's Apartment or its limited common element(s), then the Association shall charge a special assessment to the applicable Apartment Owner for any costs incurred by the Association for repairing and/or rebuilding such Apartment or its limited common elements.

**14.3 Election to Not Rebuild after an Insured Casualty.** In the event of an insured casualty of all or any part of the Project's common elements (excluding the limited common elements), the Association shall cause the rebuilding, repairing or restoration of the damaged improvements (as provided in this Section 14), unless seventy-five percent (75%) or more of the Apartment Owners vote against rebuilding, repairing or otherwise restoring the improvements. If the Project is merged with other condominium projects in the Joint Development Area, as provided for in Section 17A of this Declaration, then the vote to not rebuild must be by at least seventy-five percent (75%) of the Apartment Owners in the Joint Development Area. The vote shall be taken at a meeting of the Association held prior to the commencement of the rebuilding, repairing or other restoration of the improvements and prior to the later of (a) ninety (90) days after the loss or damage has occurred, or (b) thirty (30) days after the insurance loss has been finally adjusted. During the Development Period, the Developer's written consent shall also be required for any election to not rebuild the improvements.

If an election is made by an Apartment Owner to not rebuild, repair or restore the Owner's Apartment or its limited common elements, then the Apartment Owner's insurance proceeds shall be used first to remove all remains of the Apartment and its limited common elements and to restore the site to a good orderly condition and grade. Thereafter, the part of the remaining balance of the insurance proceeds that is allocable to that Apartment shall be paid to the Owner and/or to any lender having a Mortgage on that Apartment, according to their respective interests.

**14.4 Release of Claims.** To the extent that the Association's insurance covers any loss, damage or destruction to any part of the Project, the Association and the Owners will have no claim or cause of action for that loss, damage or destruction against the Developer, the Managing Agent, the Association or any of their representatives, or against any Apartment Owner (except for any special assessment charged under Section 14.2 of this Declaration) or any Person under any of them.

**14.5 Uninsured Casualty.** This Section 14.5 shall apply to any common element improvements of the Project that are damaged or destroyed by any casualty that is not insured against. In such event, the improvements shall be rebuilt, repaired or restored unless seventy-five percent (75%) or more of the Apartment Owners decide not to rebuild, repair or restore the improvements. If the Project is merged with other condominium projects in the Joint Development Area, as provided for in Section 17A of this Declaration, then the vote to not rebuild, repair or restore must be by at least seventy-five percent (75%) of the Apartment Owners in the Joint Development Area. During the Development Period, the Developer's written consent shall also be required for any election to not rebuild, repair or restore the improvements. Unless the decision has been made to not rebuild, repair or restore, the Association shall diligently work to rebuild, repair or restore the common elements, except for the limited common elements, and will pay the cost thereof as a common expense. Unless such rebuilding, repairing or restoring is undertaken within a reasonable time after such casualty, the Association at its common expense shall remove all remains of the damaged and destroyed common element improvements and restore the site to good orderly condition and even grade. The Apartment Owners shall be solely responsible for any rebuilding, repairing or restoring of their respective Apartments (and appurtenant limited common elements), according to the original plans and elevations reflected in the Condominium Map, or according to such other plans approved according to this Declaration."

Except as amended by this Amendment and all other previously Recorded amendments, the Declaration shall continue in full force and effect as first written.

Developer has signed this Amendment as of May 4, 2020 (the "Effective Date").

GENTRY KGC, LLC,  
a Hawaii limited liability company

By: Gentry Homes, Ltd., a Hawaii corporation  
Its Member

By: 

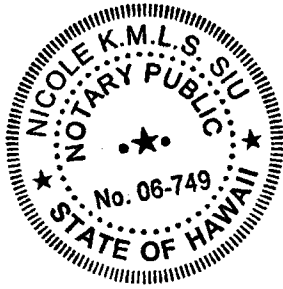
Name: Quentin Machida

Title: President

"Developer"

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

On May 4, 2020, before me appeared **QUENTIN MACHIDA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



(Stamp or Seal)

Handwritten signature of Nicole K.M.L.S. Siu.

Nicole K.M.L.S. Siu  
Notary Public, State of Hawaii  
My commission expires December 3, 2022

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: First Amendment to Declaration of Condominium Property Regime of Keali'i By Gentry I

Document Date: May 4, 2020

No. of Pages: 5

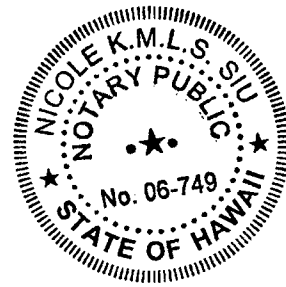
Jurisdiction (in which notarial act is performed): First Circuit

Handwritten signature of Nicole K.M.L.S. Siu.

Signature of Notary

May 4, 2020

Date of Notarization and Certification Statement



(Stamp or Seal)

Nicole K.M.L.S. Siu  
Printed Name of Notary