GENTRY HOMES, LTD. Keali'i I Phases 1,2, & 3 – MARKET HOMES SALES PROCESS

SALES PROCESS

1. The Pre-Sale Notice will be published in the "Honolulu Star Advertiser" on February 26 and March 1, 2020.

The Pre-sale Notice lists 11 of the 14 units in the phase, 3 of which are market units. To abide with the City and County of Honolulu's owner occupant requirement, <u>THESE UNITS MUST BE SOLD TO OWNER OCCUPANTS ONLY</u> for the first 30 days after the release of units for sale.

2. The packet includes:

- Instructions.
- b. Copy of Pre-Sale Notice.
- c. Owner Occupant Affidavit **is required** must be signed, notarized and returned to the Sales Office fax or email is acceptable.
- d. Price list of phases.
- e. Site map of phases.
- f. Homesite Selection Sheet. Please select your top 3 homesite selections and return to the Sales Office.
- g. Attention buyers sheet re: parking disclosure

A prequalification letter is required by approved lender to participate in the lottery.

- 3. Sales packets will be available from the sales office. **Deadline to submit is March 9th** by 3:00 p.m.
- 4. You can submit your documents in one of the following ways:
 - a. Hand deliver to the Keali'i Sales Office 91-1159 Kapolei Parkway, Unit 19, Kapolei (preferred method)
 - b. Email to <a href="Mealing:K
- 5. Home selection will be made via **lottery on Saturday, March 21 at 11:00 a.m**. at the sales office.

- 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 buyers first and last name, homesite selection(s), and contact numbers.
- 7. Names submitted, numerical orders issued and back up list are only applicable to Keali'l Phases 1,2,3. Each new release requires a repeat of the procedure noted above.
- 8. There may be homes not offered for sale to the public.
- 9. Broker coop is 2.5% of the base price. Broker must accompany client on FIRST visit, no exceptions.

SELECTION OF HOMESITE

- 1. A lottery will be held on March 21 at 11:00 a.m. The buyer or his attorney-in-fact must be present.
- 2. Buyer(s) must complete the reservation and submit a \$1,000 deposit check made payable to First American Title at time of reservation. An additional \$4,000 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.
- 3. Once a unit is selected, the Purchase Contract must be completed within 5 days.
- 4. It 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 three calendar days 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.
- 5. 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.
- 6. For any questions, please call the sales agents at 447-8420.



Kealii by Gentry I - Phases 1, 2, & 3 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 KGC, 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 KEALI'I BY GENTRY I. KEALI'I BY GENTRY I will be developed in five (5) phases and will consist of a total of twenty-six (26) residential units. The project will be located at 91-5408 Kapolei Parkway, Kapolei, Hawaii 96707 [Tax Map Key No.: (1) 9 1-016: 228].

PHASES 1, 2, and 3 of KEALI'I BY GENTRY I consist of fourteen (14) 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 is accessible or adaptable as defined and interpreted in 24 C.F.R. Section 100 et seq.

The following eleven (11) units in PHASES 1, 2, and 3 have been designated by Gentry KGC, LLC for sale to prospective owner-occupants pursuant to Section 514B-95.5 of the Hawaii Revised Statutes:

			Approx. Net Living Area	Estimated Minimum
Unit. No.	Plan	Bdrms/Baths	(sq. ft.)	Prices
1	AR	3 Bedroom/2.5 Bath	1,194	\$635,000
2	В	3 Bedroom/2.5 Bath	1,259	\$635,000
3	Α	3 Bedroom/2.5 Bath	1,194	\$635,000
4	AR	3 Bedroom/2.5 Bath	1,194	\$635,000
5	BR	3 Bedroom/2.5 Bath	1,259	\$635,000
7	Α	3 Bedroom/2.5 Bath	1,194	\$635,000
8	В	3 Bedroom/2.5 Bath	1,259	\$635,000
10	BR	3 Bedroom/2.5 Bath	1,259	\$635,000
6	CR	3 Bedroom/2.5 Bath	1,565	\$695,250
9	С	3 Bedroom/2.5 Bath	1,565	\$717,300
25	1	4 Bedroom/3 Bath	2,005	\$949,400

For the 30-day period following the date on which this Pre-Sale Notice is first published, the units listed in this Pre-Sale Notice, which constitute more than fifty percent (50%) of the residential units being marketed, will be offered through a public lottery to prospective owner-occupants only. (*NOTE THAT CITY AND COUNTY OF HONOLULU AFFORDABLE HOUSING



RULES APPLY TO UNIT NOS. 1 THROUGH 5, 7, 8 AND 10 LISTED ABOVE.) Beginning on February 28, 2020, individuals interested in purchasing an affordable unit can contact the project sales broker, Gentry Homes, Ltd., at the Keali'i by Gentry Sales Office located at 91-5408 Kapolei Parkway, Unit 19, Kapolei, HI 96707 (telephone: 808-447-8420), to obtain an affordable housing sales packet, which includes eligibility requirements and other information concerning the project. Individuals interested in purchasing a market unit can likewise obtain a sales packet (including an owner-occupant affidavit) by contacting Gentry Homes, Ltd. at the Keali'i by Gentry Sales Office. Sales office hours are Monday 12:00 p.m. to 5:00 p.m. and Tuesday through Sunday from 10:00 a.m. to 5:00 p.m. Both affordable and market unit sales packets will also be available online at www. gentryhawaii.com on Friday, February 28, 2020. Gentry Homes, Ltd. will accept completed housing application forms, signed owner-occupant affidavits and other required documents until 3:00 p.m. on Monday, March 9, 2020.

Until five calendar days after the last published Pre-Sale Notice, Gentry Homes, Ltd. shall compile and maintain a list of all prospective owner-occupants who have submitted the required documents. A public lottery will be held on Saturday, March 21, 2020 at 91-5408 Kapolei Parkway, Unit 19.

To qualify for a flat-rate cooperating broker sales commission, a buyer's broker MUST accompany the buyer on the first visit. NO EXCEPTIONS.

For further information contact Gentry Homes, Ltd.® at telephone: (808) 447-8420 or visit www.gentryhawaii.com.

☐ KEALI'I BY GENTRY I, Unit	
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KEALI'I 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 understand, affirm, represent and agree by signing this Affidavit that:

- 1. It is our intent to reserve and purchase an owner-occupant designated residential apartment ("designated apartment") pursuant to Section 514B-96.5 of the Condominium Property Act, and upon closing escrow, to reside in the designated apartment 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 apartment, 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 apartment prior to three hundred sixty-five (365) days after recordation of the instrument conveying the designated apartment to us.
- 5. We have personally executed this Affidavit and we are all of the prospective owner-occupants for the designated apartment. 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 apartment until at least three hundred sixty-five (365) consecutive days have elapsed since the recordation of the instrument conveying title to the designated apartment 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 apartment 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 apartment.
- 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 apartment, 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)
CITY AND COUNTY OF HONOLULU) ss.)
	ersonally appeared, and and
or affirmed, did say that such person(s) execu	to me personally known, who being by me duly sworn ted the foregoing instrument as the free act and deed of such own, having been duly authorized to execute such
	Printed Name: Notary Public, State of Hawaii My Commission Expires:
NOTARY CERT	TIFICATION STATEMENT
Document Identification or Description: Keal Reside in an Owner-Occupant Designated Co	li'i by Gentry I Affidavit of Intent to Purchase and ndominium Residential Unit
Document Date:	
No. of Pages:	
Jurisdiction: First Circuit	
Signature of Notary Date of Notarization	on and
Certification State	
Printed Name of Notary	
·	(Stamp or Seal)

Keali'i I Phases 1, 2, 3

MARKET HOMES

Price List

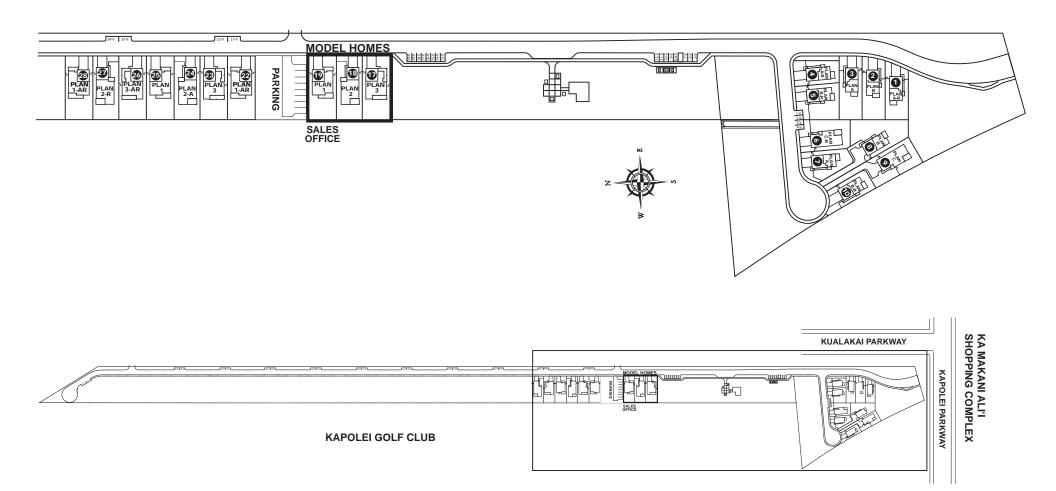
Unit No.	Plan No.	Appro Parcel A		Base Price * (+ lot premium, if any)	Includes	Total Price
6	CR	4531	Sf	\$695,000	Seaside White cabinets, Agreeable grey interior paint, Blue Pebble Corian kitchen countertops, Stainless steel appliance pkg.	\$695,250
9	С	5437	Sf	\$716,000	Shadow Grey cabinets, Agreeable Grey interior paint, Limestone Prima corian kitchen countertops, Stainless steel appliance pkg.	\$717,300
22	1-AR	5304	Sf	\$948,000	Second floor covered lanai, Frosty White cabinets, Fog Grey kitchen island cabinets, Farm house sink	\$963,250
23	3	5304	Sf	\$964,000	Espresso cabinets, Espresso kitchen island cabinets, Farm house sink	\$965,400
24	2-A	4972	Sf	\$958,000	Second floor covered lanai, Frosty White cabinets, Fog Grey kitchen island cabinets, Farm House sink	\$978,300
25	1	5304	sf	\$948,000	Shadow Grey cabinets, Shadow Grey kitchen cabinets, Farm House sink	\$949,400

^{*}Outside broker commissions are based on this Base Price



Plan 1 - HA'AHEO

Plan 2 - LUANA



Keali'i I, Phase 1,2,3 HOMESITE SELECTION FORM

Name:	
My sel	ections are (Plan and homesite numbers):
1.	
2.	
3.	



PARKING

DISCLOSURE

Buyers should inspect the garage and driveway to make sure these spaces can accommodate their vehicle(s) **prior to** selecting a home.

Parking is only allowed on the driveway in front of the garage or in the garage. Homeowners may not use guest parking stalls.

Parking is not allowed on any roadway or shared driveway within Keali'i by Gentry. Vehicles parked in visitor parking stalls shall not <u>extend</u> into any roadway within Keali'i by Gentry. Vehicles violating these restrictions shall be towed.

Keali'i by Gentry House Rules Excerpt:

A-4 No Parking in or Blocking of Roadway.

No parking is allowed on any roadway or shared driveway within Keali'i by Gentry. No vehicle parked in a driveway, or appurtenant parking stall or in visitor parking stall shall extend into any roadway within Keali'i 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 small 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.

Buyer may read the Developer's Public Report and the Keali'i by Gentry condominium documents (which include the House Rules) by typing the following in the address box at the top of your web browser: http://www.gentryhawaii.com/Kealii-docs.