

**RESALE CERTIFICATE
FOR UNIT # 101
EBB TIDE CONDOMINIUM ASSOCIATION**

This Resale Certificate has been prepared in accordance with the requirements of RCW 64.34.425 (Section 4-107 of the Washington Condominium Act) on behalf of **Ebb Tide Condominium Association** (the "Association") by the undersigned authorized agent or officer of the Association (the "Preparer") at the written request of **Molly Smith** (the "Unit Owner") in connection with the possible sale of Unit #**101** (the "Unit") of **Ebb Tide Condominium Association** (the

"Condominium") to _____ (the "Buyer") (Note: Buyer's name may be inserted by Seller if not known to Association). The information stated herein is based on the books and records of the Association and the actual knowledge of the Preparer. Neither the Association nor the Preparer guarantee the accuracy of the information contained herein. The information contained herein is as of the date of execution stated below (the "Effective Date") and neither the Association nor the Preparer assume any obligation to supplement or update the information contained herein should any change in circumstances thereafter occur or be brought to the attention of the Association or the Preparer.

INSTRUCTIONS: The Preparer must complete all applicable information required below, and complete and attach each Exhibit which is referenced in any answer below. The Unit Owner must execute this Resale Certificate below in acknowledgment that the Unit Owner has no information which would cause the Unit Owner to believe that any answer is untrue. Each Exhibit which is referred to below as being attached to this Resale Certificate is hereby incorporated herein by reference. This Certificate should not be accepted by Buyer if such Exhibit is not attached.

1. **DECLARATION.**

- a. The Declaration for the Condominium (the "Declaration") was recorded in the real estate records of **Snohomish** County, Washington on the **20th** day of **October**, 1983 under Recording No. **8310200190**.
- b. There are no recorded amendments to the Declaration except (✓ one) none, or there are 8 (insert number) recorded amendments to the Declaration, the dates and recording numbers of which are listed on Exhibit 1.a.

2. **BYLAWS.**

- a. The Bylaws for the Association are dated the **17th** day of **October**, 1983.
- b. There are no amendments to the Bylaws which have been adopted by the Association except (✓ one) none, or there are _____ (insert number) amendments to the Bylaws, each of which are identified on Exhibit 2.a.

3. **RULES AND REGULATIONS.**

- a. The Rules and Regulations for the Association which have been duly adopted by the Association and which were last published in a unified form are dated the **16th** day of **August**, 2012.
- b. There are no amendments to the Rules and Regulations identified under Item 3.a. which have been adopted by the Association except (✓ one) none, or there are **0** (insert number) amendments to the Rules and Regulations identified under Item 3.a., each of which are identified on Exhibit 3.a.

4. **RESTRAINTS ON ALIENATION.**

There are no rights of first refusal or other restraints on the free alienability of the Unit which would affect the proposed conveyance to Buyer except (✓ one) none, or Article **N/A** Section **N/A** of the Declaration, a copy of which is attached as Exhibit 4, contains a right of first refusal or other restraint on the unit's free alienability.

5. **ASSESSMENTS.**

- a. The current common expense assessment against the Unit is \$ **658.00** per month.
- b. As of the Effective Date of this Certificate, there are common expense assessments, excluding any special assessments disclosed below, in the amount of **\$0.00** which have been assessed against the Unit, are currently due and payable, but are as yet unpaid. (\$627.00 Credit Balance)
- c. Special assessments in the total amount of **\$0.00**, including sums which are not yet due, have been levied against the Unit. Of that amount **\$0.00** is currently due and payable and **\$0.00** is payable at the rate of **\$0.00** per **N/A**.
- d. In addition to the common expense assessments and the special assessments stated in 5.b. and above, the sum of **\$0.00** has been charged against the Unit for **N/A** and remains unpaid.

6. **DELINQUENT ASSESSMENT RECEIVABLES.**

As of **July 31, 2020** (specify date of information within 45 days of the Effective Date), there are no common expense assessments or special assessments against any unit in the condominium that are past due over thirty days except (✓ one) none, or attached hereto as Exhibit 6 is a statement, which is current as of **July 31, 2020** (specify date of information within 45 days of the Effective Date), of any common expense assessments or special assessments against any unit in the condominium that are past due over thirty days.

7. **DELINQUENT ASSOCIATION OBLIGATIONS.**

As of **July 31, 2020** (specify date of information with 45 days of the Effective Date), there are no obligations of the Association which are past due over thirty days except (✓ one) none, or attached hereto as Exhibit 7 is a statement, which is current as of **N/A** (specify date of information with 45 days of the Effective Date), of all obligations of the Association which are past due over thirty days.

8. **FINE SCHEDULE.**

No schedule of fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association has been adopted by the Board of Directors except (✓ one) **REFER TO RULES & REGULATIONS**, or attached hereto as Exhibit 8 is the schedule of fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association which has been adopted by the Board of Directors.

9. **FEES LEVIED BY THE ASSOCIATION.**

The following fees are payable by Unit Owners: Late Payment: **\$25.00 Late Charge Fee when not received by 7th**; Move-in/out: **A non refundable move-fee for new owner is \$100.00 Payable to Ebb Tide**; Resale Certificate: **\$275.00 (Plus Tax) Payable to RCA Management**; Record Copying: **\$.15/copy**; Transfer Fee: **A \$50 Transfer fee is charged to the buyer by RCA Management for updating records when a unit is sold.**; Mortgage Questionnaire Fee: **\$75.00; This is payable only to RCA Management.**

10. **ANTICIPATED REPAIRS AND REPLACEMENTS.**

There are no anticipated repair or replacement costs in excess of five percent of the annual budget of the Association that have been approved by the Board of Directors except (one) none, or attached hereto as Exhibit 10 is a statement of any anticipated repair or replacement costs in excess of 5% of the annual budget of the Association that have been approved by the Board of Directors.

11. **RESERVES FOR REPAIRS AND REPLACEMENTS.**

- a. The Association has on deposit \$ **78,827.25** in reserves for repair or replacement of the common elements or portions thereof.
- b. No portion of the reserves identified in Item 11.a. is currently designated by the Association for any specified projects except (one) none, attached hereto as Exhibit 11 is a statement of those portions of the reserves identified in Item 11.a. currently designated by the Association for any specified projects.
- c. The reserves of the Association (one) are are not maintained in segregated accounts requiring the signature of two officers or directors of the Association for checks or other transactions as required by RCW 64.34.372.

12. **ANNUAL FINANCIAL STATEMENTS.** *(Exhibit 12 must be attached.)*

- a. Attached hereto as Exhibit 12 are the (one) are unaudited annual financial statements of the Association, prepared in accordance with generally accepted accounting principles, including the audit report, for the year ending **December 31, 2019** and unaudited financial statement for December 31, 2015.
- b. If such statements are unaudited, then either (one) the Condominium has fewer than fifty units and the unit owners have waived the annual audit in accordance with RCW 64.34.372, or the Association is not in compliance with the requirements of RCW 64.34.372 and/or 64.34.425(h). A statement of the reasons for failure of the Association to comply is attached hereto as Exhibit 12.a.

13. **PERIODIC FINANCIAL STATEMENTS.** *(Exhibit 13 must be attached.)*

Attached hereto as Exhibit 13 are a balance sheet and a revenue and expense statement of the Association prepared on an accrual basis, which are current as of **July 31, 2020** *(specify date of statements which must be within 120 days of the Effective Date).*

14. **BUDGET.** *(Exhibit 14 must be attached.)*

Attached hereto as Exhibit 14 is the current operating budget of the Association for the year ending **December 31, 2020**.

15. **JUDGMENTS AND SUITS.**

There are no unsatisfied judgments against the Association and no pending suits or legal proceedings in which the Association is a plaintiff or defendant except (one) none, or attached hereto as Exhibit 15 is a statement of any unsatisfied judgments against the Association and of the status of any pending suits and legal proceedings in which the Association is a plaintiff or defendant.

16. **INSURANCE.** *(Exhibit 16 must be attached.)*

- a. Attached hereto as Exhibit 16 is a statement describing any insurance coverage provided for the benefit of unit owners.
- b. With respect to the insurance agent holding the Association's Master Insurance Policy, please indicate the following:
Name: **CAU**; Address: **40 Lake Bellevue, Suite 100 Bellevue, WA 98005**; Telephone: **(425) 688-1126**
- c. With respect to the insurance agent holding the Association's Fidelity Insurance Policy, please indicate the following:
Name: **CAU**; Address: **40 Lake Bellevue, Suite 100 Bellevue, WA 98005**; Telephone: **(425) 688-1126**

17. **NON-CONFORMING UNIT ALTERATIONS.**

There are no alterations or improvements to the Unit or the limited common elements assigned thereto that violate any provision of the Declaration except (one) none, or attached hereto as Exhibit 17 is a statement describing any alterations or improvements to the Unit or to the limited common elements assigned thereto that violate any provision of the Declaration.

18. **DECLARANT OWNED UNITS AND CONTROL.**

- a. As of the Effective Date of this Certificate, there are **ZERO** units still owned by the declarant.
- b. The declarant (one) on **1983** has not yet transferred control of the Association to the unit owners.

19. **CODE VIOLATIONS.**

There are no violations of the health or building codes with respect to the Unit, the limited common elements assigned thereto, or any other portion of the Condominium except (one) none, or attached hereto as Exhibit 19 is a statement describing any violations of the health or building codes with respect to the Unit, the limited common elements assigned thereto, and any other portion of the Condominium.

20. **LEASED PROPERTY.**

There are no leases, the termination or expiration of which may terminate the Condominium or reduce its size except (one) none, or attached hereto as Exhibit 20 is a statement of the remaining term of any lease, the termination or expiration of which may terminate the Condominium or reduce its size and the provisions governing any extension or renewal thereof.

21. **NATURE OF INTEREST.**

The title of the unit is held as (✓ one) fee simple, or leasehold.

22. **UNIT SALES AND OCCUPANCY.**

a. There are **20** Units in the project of which: **20** are sold (exclude Units sold to Declarant or to parties with ongoing relationship with Declarant) **15** are principal residences; **1** are second homes; **3** are rented; and **1** are vacant.

b. A single entity (✓ one) does does not own more than 10% of the total units.

23. **COMMON AREAS.**

Unit owners (✓ one) do do not have sole ownership interest in, and the right to the use of, the common elements and limited common elements in the Condominium.

24. **COMPLETION OF CONSTRUCTION.**

a. The Units, common elements and limited common elements in the Condominium (✓ one) are are not complete.

25. **PHASING.**

The Condominium (✓ one) is is not subject to additional phasing or annexation.

26. **CONVERSION.**

a. The Condominium (✓ one) was was not created by conversion to condominium status of existing buildings occupied by tenants.

b. If the Condominium was a conversion, any renovation work (✓ one) has has not been completed. If converted within the prior three years, attach as Exhibit 26 any available architect's or engineer's report concerning sound transmission, hazardous substances, and condition and remaining useful life of major structural components and mechanical systems. N/A

27. **NON-CONFORMING USE.**

a. The Condominium (✓ one) does does not constitute a legal non-conforming use.

b. If the Condominium constitutes a legal, but non-conforming use of the land, the zoning (✓ one) does does not permit rebuilding the improvements to the current density in the event of a partial or full destruction. N/A

28. **PROFESSIONAL MANAGEMENT.**

a. The Condominium (✓ one) is is not managed by a professional management company. If it is, attach copy of management contracts, if any, as Exhibit 28, and answer questions 28.b, 28.c & 28.d.

b. Please identify your management company:
Company Name: **RCA Management, Inc.**
Contact Name: **Nathan Andres**
Physical Address: **624 Edmonds Way, Edmonds, WA 98020**
Mailing Address: **P.O. Box 33010, Seattle, WA 98133**
Telephone: **(425) 697-7226 [RCAM]**
Fax: **(425) 697-7223 [RCAF]**

c. The term of the management contract (✓ one) is is not at least one year.

d. Termination of the management contract (✓ one) does does not require payment of a penalty or advance notice of more than 90 days.

29. **FINANCING PROJECT APPROVAL.**

Information regarding financing approval for FNMA, FHLMC, VA, and FHA must be obtained from a mortgage lender.

30. **QUALIFIED WARRANTY.**

a. The unit and/or the common elements (✓ one) is are not covered by a qualified warranty under RCW Chapter 64.35.

b. If the unit and/or the common elements are covered by a qualified warranty, there (✓ one) is is not attached hereto as Exhibit 29 a history of claims under the warranty, which includes, for each claim, not less than the following information, to the best knowledge of the person providing the information: (a) The type of claim that was made; (b) The resolution of the claim; (c) The type of repair performed; (d) The date of the repair; (e) The cost of the repair; and (f) The name of the person or entity who performed the repair.

31. **RESERVE STUDY.** (✓ one and attach Exhibit 31 if the first option is checked.)

The Association has a current reserve study, prepared and updated in accordance with RCW Chapter 64.34 by David Bach & Associates, dated June 5, 2017, and most recently updated October 24, 2019. A copy is attached as Exhibit 31.

The Association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element.

32. **DOCUMENTS ATTACHED.** (Initial Below for Each Document Attached. Documents marked "*" must be attached. For other documents either ✓ or complete date and attach.) None

<u>Assn Initials</u>	<u>Owner Initials</u>		
_____	_____	a.* Declaration (Exhibit 1) dated _____	
_____	_____	b. Declaration Amendment(s) (Exhibit 1.a) dated _____	
_____	_____	c.* Bylaws (Exhibit 2) dated _____	
_____	_____	d. Bylaws Amendment(s) (Exhibit 2.a) dated _____	<input checked="" type="checkbox"/> None
_____	_____	e. Rules and Regulations (Exhibit 3) dated _____	
_____	_____	f. Rules and Regulations Amendments (Exhibit 3.a) dated _____	<input checked="" type="checkbox"/> None
_____	_____	g. Statement of Restraints on Alienation (Exhibit 4) dated _____	<input checked="" type="checkbox"/> None
_____	_____	h. Statement of Delinquent Assessment Receivables (Exhibit 6) dated _____	
_____	_____	i. Statement of Delinquent Association Obligations (Exhibit 7) dated _____	<input checked="" type="checkbox"/> None
_____	_____	j. Fine Schedule (Exhibit 8) dated _____	<input checked="" type="checkbox"/> None
_____	_____	k. Fee Schedule (Exhibit 9) dated _____	<input checked="" type="checkbox"/> None
_____	_____	l. Statement of Anticipated Repair Costs (Exhibit 10) dated _____	<input checked="" type="checkbox"/> None
_____	_____	m. Statement of Designated Reserves (Exhibit 11) dated _____	<input checked="" type="checkbox"/> None
_____	_____	n.* Annual Financial Statements (Exhibit 12) dated _____	
_____	_____	o. Statement Re Non-Compliance With RCW 64.34.372 and/or 64.34.425(h) (Exhibit 12.a) dated _____	<input checked="" type="checkbox"/> None
_____	_____	p.* Periodic Financial Statements (Exhibit 13) dated _____	
_____	_____	q.* Budget (Exhibit 14) dated _____	
_____	_____	r. Statement of Judgments and Suits (Exhibit 15) dated _____	
_____	_____	s. Statement of Insurance (Exhibit 16) dated _____	
_____	_____	t. Statement of Non-Conforming Alterations (Exhibit 17) dated _____	
_____	_____	u. Statement of Code Violations (Exhibit 19) dated _____	
_____	_____	v. Statement of Leased Property (Exhibit 20) dated _____	<input checked="" type="checkbox"/> None
_____	_____	w. Architect's Report (Exhibit 26) dated _____	<input checked="" type="checkbox"/> None
_____	_____	x. Management Contract (Exhibit 28) dated _____	
_____	_____	y. Qualified Warranty Claims History (Exhibit 29) dated _____	<input checked="" type="checkbox"/> None
_____	_____	z. Reserve Study (Exhibit 31) dated _____	

STATUTORY NOTES: RCW 64.34.425 requires every condominium association, within ten days after a request by a unit owner, to furnish a certificate containing the information provided above, together with any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by FNMA, FHLMC, GNMA, the VA and HUD is deemed reasonable, provided such information is reasonably available to the association. The information requested in items 21 through 29 is information generally required by mortgagees of prospective purchasers in this State and those items are included in this Resale Certificate form to avoid the necessity of associations filing out a multiplicity of different forms.

The selling unit owner is also required by RCW 64.34.425 to sign this Certificate, but is not liable to the Buyer for any erroneous information provided by the Association and included in the Certificate unless and to the extent the Unit Owner had actual knowledge of that erroneous information.

A Buyer is not liable for any unpaid assessment or fee against the Unit as of the Effective Date of this Certificate greater than the amount set forth in the Certificate unless and to the extent the Buyer had actual knowledge that a greater amount was due. Buyer is cautioned to contact the Association at the address below prior to closing of the sale for updated pay-off amounts to avoid liability for amounts assessed against the Unit after the Effective Date of this Certificate.

A unit owner is not liable to a Buyer for the failure or delay of the Association to provide a Resale Certificate in a timely manner, but the Buyer's contract is voidable by the Buyer until the Certificate has been provided and for five days thereafter or until conveyance, whichever occurs first.

I certify under penalty of perjury under the laws of the State of Washington that I am the **Managing Agent** of the Association, that I am authorized to make this Certificate on behalf of the Association, and that, to the best of my knowledge and belief, the foregoing is true and correct.

Dated this 4th day of August, 2020 at Edmonds, Washington.

Ebb Tide at Edmonds Condominium
The "Association"

By: 

I certify under penalty of perjury under the laws of the State of Washington that I am an owner of the Unit and that, to the best of my knowledge and belief, the foregoing is true and correct.

Dated this _____ day of _____, 20____ at _____, Washington.

"Unit Owner"

Buyer's Receipt

(Buyer's Completed Receipt Should be Detached and Returned to Seller.)

The undersigned "Buyer" hereby acknowledges receipt of a Resale Certificate dated the 4th day of August, 2020 prepared by **Ebb Tide Condominium Association** *insert name of Association* at the request of **Molly Smith** *insert name of Seller*, and the Exhibits and additional documents indicated below, in connection with the proposed sale of Unit #101 of **Ebb Tide** Condominium.

<small>Date</small>	<small>Check Here</small>	<small>Check Here</small>	<small>DESCRIPTION OF DOCUMENT</small>
<small>Received</small>	<small>Included</small>	<small>Excluded</small>	
_____	<input type="checkbox"/>	<input type="checkbox"/>	Resale Certificate dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Declaration (Exhibit 1) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Declaration Amendment(s) (Exhibit 1.a) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Bylaws (Exhibit 2) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Bylaws Amendment(s) (Exhibit 2.a) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Rules and Regulations (Exhibit 3) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Rules and Regulations Amendment(s) (Exhibit 3.a) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Restraints on Alienation (Exhibit 4) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Delinquent Assessment Receivables (Exhibit 6) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Delinquent Association Obligations (Exhibit 7) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Fine Schedule (Exhibit 8) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Fee Schedule (Exhibit 9) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Anticipated Repair Costs (Exhibit 10) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Designated Reserves (Exhibit 11) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Annual Financial Statements (Exhibit 12) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement Re: Non-Compliance with RCW 64.34.372 and/or 64.34.425(h) (Exhibit 12.a) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Periodic Financial Statements (Exhibit 13) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Budget (Exhibit 14) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Judgments and Suits (Exhibit 15) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Insurance (Exhibit 16) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Non-Conforming Alterations (Exhibit 17) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Code Violations (Exhibit 19) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Statement of Leased Property (Exhibit 20) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Architect's Report (Exhibit 26) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Management Contract (Exhibit 28) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Qualified Warranty Claims History (Exhibit 29) dated _____
_____	<input type="checkbox"/>	<input type="checkbox"/>	Reserve Study (Exhibit 30) dated _____

BUYER HAS THE RIGHT TO CANCEL A PURCHASE AND SALE AGREEMENT FOR THE UNIT WITHOUT PENALTY UNTIL THIS RESALE CERTIFICATE HAS BEEN PROVIDED AND FOR FIVE (5) DAYS THEREAFTER, OR UNTIL CONVEYANCE, WHICHEVER OCCURS FIRST.

Dated this _____ day of _____, 20____.

"Buyer"

"Buyer"

The undersigned "Agent" hereby certifies delivery of the above-referenced Resale Certificate and Exhibits to the above-named Buyer.

Dated this _____ day of _____, 20____.

"Agent"

By: _____