

WATER'S EDGE HOMEOWNERS ASSOCIATION, INC.

35 Waters Edge Court Four Seasons, Missouri 65049 573-365-2391 info@watersedgeowner.com

WATERS EDGE CONDOMINIUMS RESALE CERTIFICATE AND INITIAL UNIT OWNER OCCUPANCY REQUIREMENTS

THIS IS A MISSOURI STATUTORILY-REQUIRED AND LEGALLY-ENFORCEABLE/BINDING DOCUMENT. FOR THEIR PROTECTION, BUYERS SHOULD READ AND SEEK CLARIFICATION OF ANY QUESTIONS/REQUIREMENTS BEFORE EXECUTING IT.

Anticipating your purchase of a unit, the Waters Edge Homeowners Association, Inc. welcomes you as a new owner. **As a condition of purchase and for a smooth ownership transition, new owners must agree to:**

- 1. NEW OWNER STAFF CONTACTS:** The Association is very fortunate to have two highly skilled, full-time, on-site staff members to assist you. **David Braddy, Association manager**, is the full-time manager with multiple years of construction, real estate, and management experience. He is the Association board's representative with the delegated authority and responsibility to operationally manage the complex and enforce the Association's Rules and Regulations. He can be reached through the Association office during normal office hours of 7:30 AM-4:00 PM Tuesdays--Saturdays at 573-365-2391 or 573-552-7346. An Association office coordinator coordinates the operations of the Association office and business functions under David Braddy's direction and can be reached as above.
- 2. Unit Condition At Purchase - Buyer Responsibilities:** As specified in the Association Bylaws, and Rules and Regulations, a buyer is responsible for the existing condition of the unit upon purchase. This includes any existing known or unknown cosmetic/finish/flooring defects together with any other electrical, plumbing, sewage, water supply, hot water heater, HVAC System and appliance operational problems. These are NOT the Association's responsibility to correct/repair. It is the buyer's option and decision whether the unit is purchased on an "as is" basis— or whether to have the unit inspected by a qualified home inspection professional with correction of any problems, deficiencies, or applicable code building or regulatory code compliance matters to be negotiated with the seller.
- 3. REVIEW OF ASSOCIATION BYLAWS, RULES, AND REGULATIONS:** **To assure no post-purchase unpleasant surprises or buyer misunderstandings, and given their ready availability from realtors, the Association website, or the Association office, new buyers are expected to review the Association's current Amended Bylaws and Rules and Regulations before signing this document. Your signature constitutes your agreement to accept and be bound by them as are all other 203-unit owners.** Potential or new owners are expected to ask questions about any information they may not understand—before purchase.
- 4. EXECUTION OF THIS DOCUMENT:** All new buyers must execute this document to finalize this unit's purchase and the Association's acceptance of this purchase.
- 5. OWNER INFORMATION FORM COMPLETION:** All new owners are required to submit a fully completed Owner Information Form as part of, or shortly after, the sale closing process. It is available from the Association office, the Association's website (info@watersedgeowner.com), or an email or telephone call to the Association office. It documents required owner identification, demographic, and contact information; automobiles/motorcycles to be used (for which mandatory parking stickers will be issued only after completion and submission of this fully-completed form), golf carts with association, all boats and PWC's to be brought on site; whether a unit will be rented; and other relevant information.

6. **PROOF OF UNIT INSURANCE COVERAGE:** New owners must initially, and annually thereafter, submit acceptable evidence of unit HO6 or rental unit insurance coverage detailed in the Association Rules and Regulations. PLEASE carefully review these important requirements.
7. **DOCK SLIP TRANSFER-AGREEMENT COMPLETION:** If a slip lease is being purchased or transferred, new owners must complete required dock slip paperwork available from the Association office or website.
8. **GOLF CART AGREEMENT AND PROOF OF INSURANCE COVERAGE:** Before purchasing or using a new golf cart, or using a cart transferred from the unit's former owner, the new owner must execute a Golf Cart Agreement with the Association after providing specific golf cart insurance coverage verification for the limits required in the Association's Rules and Regulations. Following payment of the annual golf cart fee, the new owner will be issued a permit sticker/number for the authorized golf cart.
9. **UNIT RENTAL REQUIREMENTS-FEES:** If a unit will be rented on a short or longer-term basis, the new owner must immediately, and annually thereafter, notify the Association office following purchase, pay the annual rental unit administrative fee, and ensure that he/she understands the very specific rental unit rules and regulations and significant rental unit owner fines for renter rules violations.
10. **MEETING WITH ASSOCIATION MANAGER:** Finally, new unit owners need to schedule a meeting with the Association manager for a short orientation regarding the Association's facilities, amenities, and, most importantly, rules and regulations for all owners, their families, guests, and renters.

MISSOURI STATUTORILY COMPLIANT CONDOMINIUM RESALE CERTIFICATE

Condominium Resale Certificate for Condominium Unit____, Building _____, _____, of Waters Edge Condominiums, a condominium project, located at 35 Waters Edge Court, Four Seasons, Camden County, Missouri, 65049, on behalf of the Waters Edge Homeowners Association, Inc.(the "Association") by the Association's Board of Directors (the "board"):

1. ASSOCIATION FINANCIAL INFORMATION—SELLER/BUYER RESPONSIBILITIES:

- A. **Monthly Dues-Special Assessments:** The monthly common expense assessment/dues amount for this unit is \$_____ per month. The Association ____ has ____ has not approved an increase in such assessment. If an increase has been approved, the new assessment will be \$ _____ per month and the effective date will be ____ which is due on or about _____.
- B. **Seller Unpaid Fees-Dues:** There _____ is _____ is not a common expense or special assessment amount due and unpaid from the Seller to the Association. If there are no unpaid amounts, the monthly assessment is paid to _____. If a monthly common expense or special assessment is due, that amount is _____ and is due and payable as part of the sale closing.

Other fees ____ are ____ are not due and payable from the Seller. If fees are owed, the amount due as part of the sale closing is for:

- Owner-contracted or Association required repair/renovation work of \$_____.
- Owner fines for Association rules violations of \$_____.
- Interest penalties for unpaid amounts due the Association of \$_____.

- C. **Other Fees Due From Purchaser:** If purchaser is buying /transferring a dock slip lease, dock lease/s and maintenance fees on slip number(s)____ of \$____ (separate signed agreements with the Association required), are due and payable to the Association. The net amount is \$ _____ assessed as two equal payments of \$_____, each due on January 1 and July 1 annually.

If there are any unpaid portions of the Special Dock Use Fee effective January 1, 2020, the purchaser agrees to pay the remainder of any such fees due to the Association in either a lump sum upon

execution of required lease documents or if requested by purchaser, in succeeding semi-annual payments billed by the Association with slip semi-annual maintenance assessment fees, until the full fee has been paid. The remaining amount of this fee due to the Association is \$ _____

- D. **Capital Expenditures:** There ___ are ___ are not any capital expenditures (Greater than \$3000 each) approved by the Association for the current year. If there are any such budgeted capital expenditures, a listing is attached.
- E. **Association Reserves:** The Association's reserves are approximately \$ _____. Approximately \$ _____ of these reserves have been budgeted/allocated for specified projects. Unanticipated emergency or unavoidable unbudgeted capital expenditures are not included in this amount.
- F. **Required Association Financial Reports:** The Association's most recently regularly available Operating Budget, Balance Sheet, and Income and Expense Statement are attached.

2. **ASSOCIATION LITIGATION:** There ___ are ___ are no unsatisfied judgments against the Association. If judgements or litigation exist, a summary of the nature and amount of any unsatisfied judgment or the status of any pending litigation is attached.

3. **ASSOCIATION INSURANCE:** The Association provides insurance coverage for the common elements for the benefit of the unit owners. A summary statement describing the coverage is attached. Buyer agrees that interior HO6 unit or rental insurance coverages defined in the Association's Amended Bylaws and Rules and Regulations must be purchased and maintained by the buyer, and the buyer must annually submit written evidence of such coverage to Association.

4. **NO LEASED LAND:** The condominium project is not on leased land. A portion of the common element facilities comprising docks and slips is leased to individual owners for bi-annual fees paid by owners to the Association.

5. **UNIT ALTERATIONS:** To the Association's best available knowledge and exclusive of any unknown/hidden conditions, the board _____ has _____ has no knowledge that any alterations or improvements to the unit or to the limited common elements assigned to the unit violate any provisions of the Association Declaration and Bylaws or Rules and Regulations. If so, they are:

6. **WATER SYSTEM:** To the Association's best available knowledge and exclusive of any unknown/hidden conditions, the unit has an updated copper or PEX water system which meets Association requirements. Owner acknowledges that any subsequently discovered non-compliant plumbing from the units prior Ultra Flow push button water system will be the responsibility of Owner to expeditiously pay for and have replaced.

7. **FIREPLACE:** Buyer acknowledges and agrees that, if the unit being purchased has a fireplace, it may never be used for wood burning fires or any other fires with flammable liquid or gas fuel sources. UL-approved electric fireplace inserts are permitted, and small candles may be used for decorative or ambience purposes. UL-approved electric fireplace inserts are the only heat-producing sources permitted by the Association for use in fireplaces to comply with code-compliance and regulatory requirements required to obtain Association property and liability insurance.

8. **RENTAL UNIT LIMITATIONS:** Buyer acknowledges that unit owners must annually notify the Association the unit will be rented on a short-term or leased longer-term basis, pay the annual rental unit administrative fee, and understand and comply with the Association's Rules and Regulations for rental units.

9. **NO ASSOCIATION RIGHT OF FIRST REFUSAL:** The Association does not have the right of first refusal or other restraint on the free alienability of the unit.

10. **UNIT SAFETY CONSIDERATIONS:** Buyer acknowledges and agrees that the ultimate responsibility rests with the owner, his/her guests, or renters for appropriate preparation and planning for fire emergencies. This includes knowing each unit's two escape routes, location and proper operation of exterior Association-provided fire extinguishers, inside fire extinguishers required by the Association, providing Association-required and additional optional smoke detectors, and complying with all other established Association fire safety requirements (i.e. grills, fireplaces, etc.).

This unit was constructed in the 1970's in full compliance with then-current applicable fire safety and building codes. These codes have since become more restrictive. However, as currently interpreted by fire safety and building code regulatory agencies, the Association, like all area complexes of similar age, is not required to comply with these newer codes--only with the codes in effect during original construction in the 1970's. However, the Association has and continues to pursue and communicate to owners carefully-evaluated, cost-effective, and feasible fire safety improvements and facilities modifications not required by the 1970's codes (fire hydrant network throughout complex, electrical distribution system preventive maintenance and upgrades, etc.), and will periodically present such matters for evaluation and approval by a majority of all 204 owners.

11. **OWNER FINANCIAL RESPONSIBILITIES--NONCOMPLIANCE PENALTIES:** Timely payment of owner monthly dues and assessments is essential to the Association's financial viability and to maintaining 204 units' market values. As an Association condition of purchase, buyer agrees to comply with the Association's timely payment and accounts receivable policies and procedures. Buyer explicitly understands and agrees that failure to do so may result in the assessment of interest charges and fines, termination of Association-provided water service and cable TV-internet services with significant reconnection fees, forfeiture of the use of the Association's common areas and amenities, filing of liens against the unit, imposition of substantial fees for removing such liens, and foreclosure on and sale of the unit.

REQUIRED ATTACHMENTS:

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| 1. | Declaration and Amended Bylaws | Yes |
| 2. | Rules and Regulations | Yes |
| 3. | Balance Sheet –Income and Expense Statement | Yes |
| 4. | Current Operating Budget | Yes |
| 5. | Insurance Coverage Summary Statement | Yes |
| 6. | Leasehold Statement | N/A |

The undersigned buyer acknowledges receipt hereof from Association on behalf of Unit owner/Seller.

Buyer Buyer Date

Information hereby provided by Water's Edge Homeowners Association, Inc.

By: _____ Date: _____
David Braddy, Association Manager