

PUBLIC OFFERING STATEMENT
1116 SUMAS AVENUE CONDOMINIUM OWNERS ASSOCIATION

(a) "RIGHT TO CANCEL. (1) You are entitled to receive a copy of this public offering statement and all material amendments to this public offering statement before conveyance of your unit. Under RCW 64.90.635, you have the right to cancel your contract for the purchase of your unit within seven days after first receiving this public offering statement. If this public offering statement is first provided to you more than seven days before you sign your contract for the purchase of your unit, you have no right to cancel your contract. If this public offering statement is first provided to you seven days or less before you sign your contract for the purchase of your unit, you have the right to cancel, before conveyance of the unit, the executed contract by delivering, no later than the seventh day after first receiving this public offering statement, a notice of cancellation pursuant to section (3) of this notice. If this public offering statement is first provided to you less than seven days before the closing date for the conveyance of your unit, you may, before conveyance of your unit to you, extend the closing date to a date not more than seven days after you first received this public offering statement, so that you may have seven days to cancel your contract for the purchase of your unit.

(2) You have no right to cancel your contract upon receipt of an amendment to this public offering statement; however, this does not eliminate any right to rescind your contract, due to the disclosure of the information in the amendment, that is otherwise available to you under generally applicable contract law.

(3) If you elect to cancel your contract pursuant to this notice, you may do so by hand-delivering notice of cancellation, or by mailing notice of cancellation by prepaid United States mail, to the seller at the address set forth in this public offering statement or at the address of the seller's registered agent for service of process. The date of such notice is the date of receipt, if hand-delivered, or the date of deposit in the United States mail, if mailed. Cancellation is without penalty, and all payments made to the seller by you before cancellation must be refunded promptly.

(b) "OTHER DOCUMENTS CREATING BINDING LEGAL OBLIGATIONS. This public offering statement is a summary of some of the significant aspects of purchasing a unit in this common interest community. The governing documents and the purchase agreement are complex, contain other important information, and create binding legal obligations. You should consider seeking the assistance of legal counsel.

(c) "OTHER REPRESENTATIONS. You may not rely on any statement, promise, model, depiction, or description unless it is (1) contained in the public offering statement delivered to you or (2) made in writing signed by the declarants or dealer or the declarants' or dealer's agent identified in the public offering statement. A statement of opinion, or a commendation of the real

estate, its quality, or its value, does not create a warranty, and a statement, affirmation, promise, model, depiction, or description does not create a warranty if it discloses that it is only proposed, is not representative, or is subject to change.

(d) "MODEL UNITS. Model units are intended to provide you with a general idea of what a finished unit might look like. Units being offered for sale may vary from the model unit in terms of floor plan, fixtures, finishes, and equipment. You are advised to obtain specific information about the unit you are considering purchasing.

(e) "RESERVE STUDY. The association does not have a current reserve study. Any reserve study should be reviewed carefully. It may not include all reserve components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. You may encounter certain risks, including being required to pay as a special assessment your share of expenses for the cost of major maintenance, repair, or replacement of a reserve component, as a result of the failure to: (1) have a current reserve study or fully funded reserves, (2) include a component in a reserve study, or (3) provide any or sufficient contributions to a reserve account for a component.

(f) "DEPOSITS AND PAYMENTS. Only earnest money and reservation deposits are required to be placed in an escrow or trust account. Any other payments you make to the seller of a unit are at risk and may be lost if the seller defaults.

(g) "CONSTRUCTION DEFECT CLAIMS. Chapter 64.50 RCW contains important requirements you must follow before you may file a lawsuit for defective construction against the seller or builder of your home. Forty-five days before you file your lawsuit, you must deliver to the seller or builder a written notice of any construction conditions you allege are defective and provide your seller or builder the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the builder or seller. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit.

(h) "ASSOCIATION INSURANCE. The extent to which association insurance provides coverage for the benefit of unit owners (including furnishings, fixtures, and equipment in a unit) is determined by the provisions of the declaration and the association's insurance policy, which may be modified from time to time. You and your personal insurance agent should read the declaration and the association's policy prior to closing to determine what insurance is required of the association and unit owners, unit owners' rights and duties, what is and is not covered by the association's policy, and what additional insurance you should obtain.

(i) "QUALIFIED WARRANTY. Your unit is not covered by a qualified warranty under chapter 64.35 RCW.

(j) "THIS UNIT IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION, BYLAWS, RULES, AND OTHER WRITTEN INSTRUMENTS GRANTING AUTHORITY TO THE ASSOCIATION AS ADOPTED (THE "GOVERNING DOCUMENTS").

THE PURCHASER OF THIS UNIT WILL BE REQUIRED TO BE A MEMBER OF THE ASSOCIATION AND WILL BE SUBJECT TO THE GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE UNIT, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS TO THE ASSOCIATION WHICH MAY INCLUDE REGULAR AND SPECIAL ASSESSMENTS, FINES, FEES, INTEREST, LATE CHARGES, AND COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES.

THE ASSOCIATION HAS A STATUTORY LIEN ON EACH INDIVIDUAL UNIT FOR ANY UNPAID ASSESSMENT FROM THE TIME IT IS DUE. FAILURE TO PAY ASSESSMENTS COULD RESULT IN THE FILING OF A LIEN ON THE UNIT AND LOSS OF THE UNIT THROUGH FORECLOSURE.

THE GOVERNING DOCUMENTS MAY PROHIBIT OWNERS FROM MAKING CHANGES TO THE UNIT WITHOUT REVIEW AND THE APPROVAL OF THE ASSOCIATION, AND MAY ALSO IMPOSE RESTRICTIONS ON THE USE OF THE UNIT, DISPLAY OF SIGNS, CERTAIN BEHAVIORS, AND OTHER ITEMS.

PURCHASERS OF THIS UNIT SHOULD CAREFULLY REVIEW THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION, THE CURRENT STATE OF THE ASSOCIATION'S FINANCES, THE CURRENT RESERVE STUDY, IF ANY, THE GOVERNING DOCUMENTS, AND THE OTHER INFORMATION AVAILABLE IN THE RESALE CERTIFICATE. THE GOVERNING DOCUMENTS CONTAIN IMPORTANT INFORMATION AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL."

The declarants are:

Andrew and Tessa White
8758 Vinup Road
Lynden, Washington 98264

There is no management company.

The name and current address of the common interest community:

1116 Sumas Avenue Condominium Owners Association
8758 Vinup Road
Lynden, Washington 98264

The common interest community is a condominium.

The declarants have never previously sold an interest in a common interest community.

Both Unit 1 and Unit 2 (all units of the Condominium) are being offered for sale.

This condominium is a single building containing two units the units were commenced in 2025 and completed in February of 2026.

The principal common amenities are the yard, and the exterior of the building and structure of the building excepting the interior wall, ceilings and floors.

The limited common elements allocated to the units being offered for sale are the porches, paved walkways, and asphalt driveways serving each unit.

No persons other than the unit owners have the right to the use of the common elements.

There is no real property other than the common interest community, that unit owners have a right to use.

A budget will be created at the time of the sale of both units, at which time the unit owners will determine the anticipated common expenses and set a budget and establish assessments for the units.

There are no assessments or payments required by the declaration to be paid by the purchaser of a unit at closing.

There are no liens or monetary encumbrances on the title to the common elements, that will not be discharged at closing.

There are no express construction warranties to be provided to the purchaser.

The units and common elements of the common interest community are covered by a warranty of construction to industry standards and suitability and quality of materials through February 2027.

There are no unsatisfied judgments or pending suits against the association of which the declarants have actual knowledge.

No litigation has been brought by an owners association, unit owner, or governmental entity in which the declarants or any affiliate of the declarants has been a defendant arising out of the construction, sale, or administration of any common interest community within the previous five years.

There are no restrictions on use or occupancy of the units contained in the governing documents; there are no restrictions on the renting or leasing of units by the declarants or other unit owners contained in the governing documents; there are no rights of first refusal to lease or purchase any unit or any of the common elements contained in the governing documents; and there is no restriction on the amount for which a unit may be sold or on the amount that may be received by a unit owner on sale.

Current insurance coverage provided for the benefit of unit owners includes general fire hazard insurance.

There are no current or expected fees or charges (not included in the common expenses) to be paid by unit owners for the use of the common elements and other facilities related to the common interest community.

There are no bonds or other assurances from third parties which have been provided for completion of all improvements that the declarants are obligated to build pursuant to RCW 64.90.695.

There is currently no reserve study. The unit owners will obtain a reserve study after both units have been sold.

There is no arrangement described in RCW 64.90.110 binding the association.

There is no estimated current common expense liability for the units being offered.

Except for real property taxes, real property assessments, and utility liens, no other charges are known to the declarants, which, if not paid, may constitute a lien against any unit or common elements in favor of any governmental agency.

Other than the owner's unit, if the owner retains any unit, there are no parts of the common interest community which any owner must maintain.

Timesharing is not permitted.

The common interest community is not subject to any special declarant rights.

There are no liens on real estate to be conveyed to the association required to be disclosed pursuant to RCW 64.90.650(3)(b).

The only physical hazards known to the declarants consist of a risk of flooding of the yards and garages; the structures were built to exceed floor elevations required by the Sumas Municipal Code and were well above flood level during the December 2025 flood.

The declarants have no knowledge of any building code violation which has not been corrected.

There are no age-related occupancy restrictions affecting the common interest community.

The unit may be sold without consent of all the unit owners after termination of the common interest community under RCW 64.90.290.

IN WITNESS THEREOF, we, being the declarants of 1116 Sumas Avenue Condominium Declaration, have hereunto set our hands this 28 day of February 2026.



Andrew White



Tessa White