

## CONDOMINIUM RESALE CERTIFICATE

RCW [64.34.425](#) requires a seller of a condominium unit to furnish this Resale Certificate to a purchaser before execution of a Purchase and Sale Agreement or otherwise before closing. Houses.Direct, a licensed real estate firm, provides this form free of charge and without any warranty or guarantee whatsoever. **The users of this form are solely responsible for compliance with RCW 64.34.425.**

**Unit No.:** \_\_\_\_\_

**Condominium Name:** \_\_\_\_\_

This form should be provided to an officer or authorized agent of the condominium association for the unit identified above (the "Association"). That officer or agent must complete this Certificate based on the books and records of the Association and his or her actual knowledge.

Within 10 days of a request by a unit owner, and subject to payment by the owner of any required fee up to \$275.00, the Association shall furnish this Certificate to the owner or a buyer identified by the owner. The Certificate must be completed as to the unit being sold, and signed by an officer or agent of the Association. The Association may charge a nominal fee for updating this Certificate within six months of the unit owner's initial request for this Certificate.

The unit owner shall also sign this Certificate. However, the owner is not liable to the buyer for any erroneous information provided by the Association and included in this Certificate unless and to the extent that the owner had actual knowledge thereof. The owner is not liable to the buyer for the failure or delay of the Association in providing this Certificate in a timely manner.

The Purchase and Sale Agreement is voidable by the buyer until the Certificate has been provided and for five days thereafter or until closing, whichever occurs first. A purchaser is not liable for any unpaid assessment or fee against the unit as of the date of this Certificate that is greater than the amount shown below, unless and to the extent that such purchaser had actual knowledge thereof.

**a. Right of First Refusal or Other Restraint**

Does the declaration contain a right of first refusal or other restraint on the free alienability of the unit?     No     Yes, as follows: \_\_\_\_\_.

**b. Assessments**

What is the current monthly common assessment for the unit? \$ \_\_\_\_\_

Is there an unpaid common assessment or special assessment currently due from the unit owner?

No     Yes, in the following amount: \$ \_\_\_\_\_

Are there any special assessments that have been levied against the unit that have not been paid and are not yet due?     No     Yes, in the following amount: \$ \_\_\_\_\_

**c. Delinquent Assessments**

As of no more than 45 days prior to the date of the signature below, are there any common expenses or special assessments against any unit in the condominium that are past due over 30



days?

No     Yes, in the following amount: \$ \_\_\_\_\_

**d. Delinquent Obligations**

As of no more than 45 days prior to the date of the signature below, are there any obligations of the Association which are past due over 30 days?

No     Yes, in the following amount: \$ \_\_\_\_\_

**e. Fees**

The following fees are payable by unit owners:  None

As follows (list all fees, such as move-in, rules violations, resale certificate, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**f. Anticipated Repairs and Replacements**

Is there any anticipated repair or replacement cost approved by the Association's board of directors that is more than five percent of the Association's annual budget?

No     Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**g. Reserves**

Does the Association have any reserves for repair or replacement?

No     Yes, in the following amount:  
\_\_\_\_\_.

If "Yes," are any portion of those reserves currently designated by the Association for any specified projects?  No     Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Does the Association have a reserve study that has been prepared in accordance with either RCW [64.34.380](#) and [64.34.382](#) or the Association's governing documents?     Yes     No

*If "No" then note:* This 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.

**h. Annual Financial Statement**

Does the Association have an annual financial statement, including the audit report if prepared, for the year prior to the date of signature below?     No     Yes (attach here)

**i. Balance Sheet**



Does the Association have a balance sheet and a revenue and expense statement, prepared on an accrual basis, current to within 120 days of the date of signature below?

No       Yes (attach here)

**j. Operating Budget**

Does the Association have a current operating budget?       No       Yes (attach here)

**k. Judgments and Litigation**

Are there any unsatisfied judgments against the Association?

No       Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_.

Are there any pending suits or legal proceedings in which the Association is a plaintiff or defendant?

No       Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_.

**l. Insurance**

Does the Association provide any insurance coverage for the benefit of unit owners?

No       Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_.

**m. Alterations or Improvements**

Are there any alterations or improvements to the unit, or to any of the limited common elements assigned to the unit, that violate any provision of the declaration?

No       Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_.

**n. Units Owned by Declarant**

Are any units still owned by the declarant?

No       Yes, in the following amount: \_\_\_\_\_.

Has the declarant transferred control of the Association to the unit owners?

No       Yes, as of the following date: \_\_\_\_\_.

**o. Code Violations**

Are there any violations of the health or building codes with respect to the unit, the limited common areas assigned to the unit, or any other portion of the condominium?

No       Yes, as follows: \_\_\_\_\_  
\_\_\_\_\_.

**p. Remaining Lease**



Is there a leasehold estate affecting the condominium?

No     Yes, as follows (provide the remaining term of the leasehold estate and the provisions governing any extension or renewal of it): \_\_\_\_\_.

**q. Condominium Documents**

Attach to this Certificate the following documents: the declaration; the bylaws; the rules or regulations of the Association; the Association’s current reserve study, if any; and any other information reasonably requested by mortgagees of prospective purchasers of units (which includes information generally requested by federal agencies involved in financing home purchases, so long as such information is reasonably available to the Association).

**r. Qualified Warranty**

Are the units or common elements of the condominium covered by a qualified warranty, as defined by [RCW Chapter 64.35](#)?

No     Yes. The history of claims under the warranty is as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

**Explanations** (if you need more room to complete any answers above or provide relevant information; attach additional sheets if you need additional room):

\_\_\_\_\_  
\_\_\_\_\_.

**SIGNATURES:**

\_\_\_\_\_  
Unit Owner/Seller

\_\_\_\_\_  
Date

I declare under penalty of perjury under the laws of the state of Washington that I am an officer or authorized agent of the Association; I have provided the above and attached information based upon my knowledge, and the books and records of the Association; and the information is true and correct to the best of my understanding.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, WA.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

