

Condominium Resale Certificate

**Revised Code of Washington
RCW 64.34.425
Resale of unit (condominium).**

(1) Except in the case of a sale where delivery of a public offering statement is required, or unless exempt under RCW [64.34.400\(2\)](#), a unit owner shall furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a **resale certificate**, signed by an officer or authorized agent of the association and based on the books and records of the association and the actual knowledge of the person signing the **certificate**, containing:

(a) A statement disclosing any right of first refusal or other restraint on the free alienability of the unit contained in the declaration;

(b) A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner and a statement of any special assessments that have been levied against the unit which have not been paid even though not yet due;

(c) A statement, which shall be current to within forty-five days, of any common expenses or special assessments against any unit in the **condominium** that are past due over thirty days;

(d) A statement, which shall be current to within forty-five days, of any obligation of the association which is past due over thirty days;

(e) A statement of any other fees payable by unit owners;

(f) A statement of any anticipated repair or replacement cost in excess of five percent of the annual budget of the association that has been approved by the board of directors;

(g) A statement of the amount of any reserves for repair or replacement and of any portions of those reserves currently designated by the association for any specified projects;

(h) The annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year;

(i) A balance sheet and a revenue and expense statement of the association prepared on an accrual basis, which shall be current to within one hundred twenty days;

(j) The current operating budget of the association;

(k) A statement of any unsatisfied judgments against the association and the status of any pending suits or legal proceedings in which the association is a plaintiff or defendant;

(l) A statement describing any insurance coverage provided for the benefit of unit owners;

(m) A statement as to whether there are any alterations or improvements to the unit or to the limited common elements assigned thereto that violate any provision of the declaration;

(n) A statement of the number of units, if any, still owned by the declarant, whether the declarant has transferred control of the association to the unit owners, and the date of such transfer;

(o) A statement as to whether there are any 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**;

(p) A statement of the remaining term of any leasehold estate affecting the **condominium** and the provisions governing any extension or renewal thereof;

(q) A copy of the declaration, the bylaws, the rules or regulations of the association, and any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by the federal national mortgage association, the federal home loan bank board, the government national mortgage association, the veterans administration and the department of housing and urban development shall be deemed reasonable, provided such information is reasonably available to the association; and

(r) A statement, as required by RCW [64.35.210](#), as to whether the units or common elements of the **condominium** are covered by a qualified warranty, and a history of claims under any such warranty.

(2) The association, within ten days after a request by a unit owner, and subject to payment of any fee imposed pursuant to RCW [64.34.304](#)(1)(l), shall furnish a **resale certificate** signed by an officer or authorized agent of the association and containing the information necessary to enable the unit owner to comply with this section. For the purposes of this chapter, a reasonable charge for the preparation of a **resale certificate** may not exceed one hundred fifty dollars. The association may charge a unit owner a nominal fee for updating a **resale certificate** within six months of the unit owner's request. The unit owner shall also sign the **certificate** but the unit owner is not liable to the purchaser for any erroneous information provided by the association and included in the **certificate** unless and to the extent the unit owner had actual knowledge thereof.

(3) A purchaser is not liable for any unpaid assessment or fee against the unit as of the date of the **certificate** greater than the amount set forth in the **certificate** prepared by the association unless and to the extent such purchaser had actual knowledge thereof. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the **certificate** in a timely manner, but the purchaser's contract is voidable by the purchaser until the **certificate** has been provided and for five days thereafter or until conveyance, whichever occurs first.



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