

# CONDOMINIUM RESALE CERTIFICATE

UNIT NO. \_\_\_\_\_

SELLER: \_\_\_\_\_

Instructions: This must be prepared by the Condominium Association, its Manager, or its authorized agent. It cannot be prepared by the real estate agent. The preparer must answer each question and attach every exhibit listed. The Unit Owner must sign this. The buyer should not accept this Certificate if any question is unanswered and/or any exhibit is not attached.

A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had actual knowledge of a greater amount or the amount was assessed after the date of this Certificate.

If there is insufficient space below to fully answer any question, or there is additional information, which would affect any answer, the preparer should include this in the Remarks Section (Item 18).

The information furnished is based on the books and records of the Condominium Association and the actual knowledge of the preparer. Neither the Association nor the preparer guarantees the accuracy of this information, and neither assumes any obligation to supplement or update it.

## 1. RIGHT OF FIRST REFUSAL/RESTRAINTS ON ALIENATION:

There are are not any rights of first refusal or other restraints on sale of the unit. If exists, they are found at: At Section(s) of the attached Declaration  
Other:

## 2. ASSESSMENT:

- a) The assessment for the unit is \$
- b) Past due assessments against the unit as of total \$ through
- c) There are unpaid special assessments against the unit totaling \$ of which \$ is past due, and the balance is payable of \$ Monthly Other.
- d) In addition to the monthly and special assessments in 2b & c above, \$ is past due and unpaid against the unit for:

e) Total owing at closing –

**3. DELINQUENT ASSESSMENTS RECEIVABLE:**

As of \_\_\_\_\_ (must be a date within the past 45 days) there are monthly assessments and/or special assessments against units in the Condominium that are past due over 30 days, as follows:   None    Totaling \$

**4. DELINQUENT ASSOCIATION OBLIGATIONS:**

As of \_\_\_\_\_ (must be a date within the past 45 days) there are bills or other obligations of the Condominium Association which are past due over 30 days, as follows  
None    Totaling \$

**5. FEES AND FINES:**

The following fees are payable by Unit Owners:

- |                              |                          |
|------------------------------|--------------------------|
| Fines for violation of Rules | Late Payment             |
| Move-in                      | Resale Certificate       |
| Record Copying               | Parking                  |
| Storage                      | Use of common facilities |
| Rental of Units              | Other:                   |

**6. ANTICIPATED REPAIRS AND/OR REPLACEMENTS:**

a) There are \_\_\_\_\_ are not anticipated repair and/or replacement costs in excess of 5% of the \_\_\_\_\_ of the Condominium Association that have been approved by the Board of Directors:

b) The Condominium Association has cash reserves for repairs and /or replacements as of \_\_\_\_\_, as follows:   None    \$

**Describe future projects, if any:**

**7. JUDGEMENTS AND SUITS:**

There are unsatisfied judgments against the Association, as follows:   None  
Totaling \$

**8. PENDING SUITS:**

There are pending suits in which the Association is a defendant, as follows   None   As follows (state plaintiff's name, nature of the suit(s), amount claimed by plaintiff and the status of the suit(s):

**9. ALTERATIONS OR IMPROVEMENTS TO THE UNIT WHICH VIOLATE THE DECLARATION:**

There    are    are not any alterations or improvements to the unit which violate the Condominium Declaration. If there are, describe them here:

**10. DECLARANT UNITS/OCCUPANCY:**

- a) There are                                    in the Condominium of which                                    owned by the Declarant/Developer.
- b) The Declarant/Developer owns units, and            has transferred control of the Association to the unit owners on                                    has not transferred control of the Association on
- c) Of the total number of units in the Condominium,                                    are principal residences of the owners;                                    are second or recreational homes;                                    are rented; and                                    are owned by the developer.
- d) There    is    is not any one person or entity that owns more than 10% of the total units in the Condominium. If there are, the owners names and the number of units they own are:

**11. CODE VIOLATIONS:**

The units or other parts of the Condominium    do    do not violate health or building codes. If there are any violations, describe them here:

**12. LEASES:**

- a) The title of the unit is held in    fee simple    leasehold.
- b) There    is    is not any leasehold estate affecting the Condominium. If there is, describe it (including any extension or renewal provisions thereof) here:

**13. COMPLETION OF CONSTRUCTION:**

- a) Construction of the Condominium is is not completed.
- b) The Condominium is is not subject to construction of additional phases (after phase 5), or annexation to another condominium.

**14. CONVERSION:**

The Condominium was created from a building(s), which was a new construction conversion of an existing building(s).

**15. NON-CONFORMING USE:**

- a) The Condominium does does not constitute a legal non-conforming use under applicable zoning laws.
- b) If the Condominium constitutes a non-conforming use, the zoning does does not permit rebuilding the improvements (as currently constructed) in the event of a partial or full destruction thereof.

**16. INSURANCE:**

- a) The insurance agent for the Association's master policy is:

Name:  
Address:  
Phone:

- b) Describe any insurance coverage the Association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.) -

**17. EXHIBITS: The following exhibits must be attached:**

- a) **Condominium Declaration, and any Amendments thereto, showing recording numbers.**
- b) **Condominium Bylaws, and any Amendments thereto.**
- c) **Condominium Rules and Regulations, and any Amendments thereto.**
- d) **Current Condominium financial statement (including balance sheet, and revenue and expense statement) current to within the past 120 days.**



I certify that to the best of my knowledge and belief, the foregoing is true and correct.

\_\_\_\_\_  
Unit Owner

Note: Buyer understands that the real estate agent(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns.

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed.

Date:

\_\_\_\_\_  
Buyer

Date:

\_\_\_\_\_  
Buyer

**Documents Ordered**

## Comments Addendum (Continued)