

RESALE CERTIFICATE  
Bradford Court Homeowners' Association

Unit Number: \_\_\_\_\_, Seller(s): \_\_\_\_\_

Buyer(s): \_\_\_\_\_

**Monthly Assessment:** \_\_\_\_\_

**Balance Due as of [Date] :** \_\_\_\_\_

**Homeowners' Association Reserves:** \_\_\_\_\_

**Units and Occupancy:** There are 38 units in the project of which 38 are sold. Principal residences:\_\_\_\_\_;

Rented:\_\_\_\_\_; Second homes:\_\_\_\_\_; Vacant:\_\_\_\_\_. A single entity does not own more than 10% of the units.

**Association Insurance Agent:** Dennis Boyd, HUB International Northwest LLC, PO Box 3018, Bothell, WA 98401, (425) 489-4500.

I certify under penalty of perjury under the laws of the State of Washington that I am an officer or agent of the Bradford Court Homeowners' Association, which I am authorized to prepare the Certificate on behalf of the Homeowners' Association, and that, to the best of my knowledge and belief, the Resale Certificate is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, at Seattle, Washington.

By \_\_\_\_\_, preparer  
Name and title:

I certify under penalty of perjury, that to the best of my knowledge and truth, that the Resale Certificate I true and correct.

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

The undersigned buyer hereby acknowledges receipt of a copy of this Resale Certificate and all attachments this \_\_\_\_\_ day of \_\_\_\_\_.

=====  
Authorized signatory

This Resale Certificate has been prepared in accordance with the requirements of RCW 64.34.425 on behalf of Bradford Court Condominium Homeowners' Association (the "Association") by the authorized agent or officer of the Association (the "Preparer") at the written request of seller or an agent of seller (the "Unit Owner") in connection with the possible sale of the above mentioned unit (the "Unit") of Bradford Court Condominiums (the "Condominium") to the above mentioned buyer (the "Buyer") (Note: Buyer's name may be inserted by Seller if not known to Association.). The information stated herein is based on the books and records of the Association and the actual knowledge of the Preparer. Neither the Association nor the Preparer guarantee the accuracy of the information contained herein. The information contained herein is as of the date of execution stated herein (the "Effective Date") and neither the Association nor the Preparer assume any obligation to supplement or update the information contained herein should any change in circumstances thereafter occur or be brought to the attention of the Association or the Preparer.

**INSTRUCTIONS:** The Preparer/Realtor/Owner will complete all applicable information, and complete and attach each exhibit which is referenced in any answer below. The Unit Owner must execute this Resale Certificate in acknowledgement that the Unit Owner has no information which would cause the Unit Owner to believe that any answer is untrue. Each Exhibit which is referred to as being attached to this Resale Certificate is hereby incorporated herein by reference. This Certificate should not be accepted by Buyer if any such exhibit is not attached.

1. **DECLARATION.** The Declaration for the Condominium (the "Declaration") was recorded in the real estate records of King County, Washington on the 20th day of April 1993 under Recording No. 9304200484. There are seven amendments recorded under Recording No. 9306211431 (updates Appendix 4), Recording No. 9311170823 (updates Appendix 4), Recording No. 9708111338 (updates Appendix 4), Recording No. 9809241776, (updates Appendix 4), Recording No. 9810281213 (updates Appendix 4), Recording No. 20080827001132 (amends various sections of the Declaration), and Recording No. 20120515000786 (amends various sections of the Declaration). There is one amendment to the Survey Map and Plans recorded under Recording No. Not yet recorded .
2. **BYLAWS.** The Bylaws for the Association are dated the 27th day of April 1993. There has been one amendment to the bylaws dated the 25<sup>th</sup> January 1996.
3. **RULES AND REGULATIONS.** Rules adopted by the Association are available at the Association website [www.bradfordcourt.com](http://www.bradfordcourt.com)).
4. **RESTRAINTS ON ALIENATION.** There are no rights of first refusal or other restraints on the free alienability of the Unit which would affect the proposed conveyance to Buyer.
5. **ASSESSMENTS.** The current common expense assessment and the amount that been assessed but remains unpaid is as set forth above. There are no special assessments.
6. **DELINQUENT ASSESSMENT RECEIVABLE.** As of this date, there are monthly assessments and/or special assessments against units in the Association that are past due over 30 days totaling **\$0.00** .
7. **DELINQUENT ASSOCIATION OBLIGATIONS.** There are no Association obligations which are past due over 30 days as of date hereof.
8. **FINE SCHEDULE.** A schedule of fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association adopted by the Board of Directors is available at the Association website [www.bradfordcourt.com](http://www.bradfordcourt.com)).
9. **FEES LEVIED BY THE ASSOCIATION.** With the exception of the following, there are no other fees payable by a unit owner (including, without limitation, record copying fees, fees for the use of common elements or other amounts chargeable by the Association to a unit owner):
  - a. \$10.00 fee for association dues not paid by the fifth of the month;
  - b. Fee for monthly permit to park in outside reserved parking spaces;
  - c. Fines for rules violation(s);
  - d. \$100.00 move-in/move-out fee;
  - e. Fee for monthly Broadband service;
  - f. \$275.00 fee for preparation of Resale Certificate (all needed documents available at the

Association website [www.bradfordcourt.com](http://www.bradfordcourt.com));

g. Fee for additional entrance key(s) (for unit owners - \$10.00 per key up to three keys). Replace lost or stolen key - \$250.00 refundable deposit per key.

10. **ANTICIPATED REPAIRS AND REPLACEMENTS.** There are no anticipated repairs or replacement costs in excess of 5% of the annual budget that have been approved by the Board of Directors except as stated above.
11. **RESERVES FOR REPAIRS AND REPLACEMENTS.** The amount which the Association has on deposit in Reserves for repair or replacement of the common elements or portion thereof is as set forth above. No portion of the Reserves is currently designated by the Association for any specified projects except as stated above. The Reserves of the Association are maintained in segregated accounts requiring the signature of two officers or directors of the Association for checks or other transactions as required by RCW 64.24.372.
12. **RESERVE STUDY.** A copy of the Association's current Reserve Study as required by the State of Washington completed 11 May 2017 by Reserve Study Group of Seattle, Washington and is available at the Association website [www.bradfordcourt.com](http://www.bradfordcourt.com)).
13. **ANNUAL FINANCIAL STATEMENTS.** Attached hereto are the unaudited annual financial statements of the Association, prepared in accordance with generally accepted accounting principles for the fiscal year of the Association immediately preceding the current year. The Association has fewer than 50 units and the unit owners have waived the annual audit in accordance with RCW 64.34.372.
14. **PERIODIC FINANCIAL STATEMENTS.** Attached hereto are a Balance Sheet and the Profit and Loss Statement of the Association prepared on an accrual basis in accordance with RCW 64.34.425(1) (i), which are current as of date thereof.
15. **BUDGET.** Attached hereto is the current operating budget of the Association.
16. **JUDGMENTS AND SUITS.** There are no unsatisfied judgments against the Association. The Association is not a party to any lawsuits.
17. **INSURANCE.** Attached hereto is a statement describing any insurance coverage provided for the benefit of the unit owners. The insurance agent holding the Association's Master Insurance Policy, including the Association's Fidelity Policy is as set forth above.
18. **NON-CONFORMING UNIT ALTERATIONS.** There are no alterations or improvements to the Unit or to the limited common elements assigned thereto that violate any provisions of the Declaration.
19. **DECLARANT OWNED UNITS AND CONTROL.** All units have been sold by the Declarant and the Declarant has transferred control of the Association to the unit owners.
20. **CODE VIOLATIONS.** There are no violations of the health or building codes with respect to the Unit, the limited common elements assigned hereto, or any other portion of the Condominium.
21. **LEASED PROPERTY.** There are no leases, the termination or expiration of which may terminate the Condominium or reduce its size.
22. **NATURE OF INTEREST.** The title of the Unit is held as fee simple.
23. **COMMON AREAS.** Unit owners do have sole ownership interest in, and the right to the use of, the common elements and limited common elements in the Condominium.
24. **COMPLETION OF CONSTRUCTION.** The Units, common elements and limited common elements in the Condominium are complete.
25. **PHASING.** The Condominium is not subject to additional phasing or annexation.
26. **CONVERSION.** The Condominium was not created by conversion to condominium status of existing buildings occupied by tenants.
27. **NON-CONFORMING USE.** The Condominium building constitutes a legal use for the property.
28. **PROFESSIONAL MANAGEMENT.** The Condominium is not managed by a professional management company.
29. **FINANCING PROJECT APPROVAL.** The Condominium has previously been approved for financing by FNMA, FHLMC, and VA.

**STATUTORY NOTES:** RCW 64.34.425 requires every condominium association, within ten days after a request by a unit owner, to furnish a certificate containing the information provided above, together with any other information reasonably requested by mortgagees of prospective purchasers of units. Information requested generally by FNMA, FHLMC, CNMA, the VA and HUD is deemed reasonable, provided such information is reasonably available to the association. The information set forth above is generally required by mortgages of prospective buyers in the State and those items are included in the Resale Certificate form to avoid the necessity of associations filing out a multiplicity of different forms.

The selling Unit Owner is also required by RCW 64.34.425 to sign the Certificate, but is not liable to the Buyer for any erroneous information provided by the Association and included in the Certificate unless and to the extent the Unit Owner has actual knowledge of the erroneous information.

A Buyer is not liable for any unpaid assessment or fee against the Unit as of the Effective Date of the Certificate greater than the amount set forth in the Certificate unless and to the extent the Buyer had actual knowledge that a greater amount was due. Buyer is cautioned to contact the Association prior to closing of the sale for updated pay-off amounts to avoid liability for amounts assessed against the Unit after the Effective Date.

A Unit Owner is not liable to a Buyer for the failure or delay of the Association to provide a Resale Certificate in a timely manner, but the Buyer's contract is voidable by the Buyer until the Certificate has been provided and for five days thereafter or until conveyance, whichever occurs first.

END OF RESALE CERTIFICATE