

**This form is drafted as an example of a resale certificate. Do not use this form without first having it reviewed by counsel. Remove this notice before use.**

**SAMPLE HOMEOWNER ASSOCIATION RESALE CERTIFICATE**

This certificate is provided pursuant to the provisions of Section 5407 of the Pennsylvania Uniform Planned Communities Act. The (name of Planned Community or Association (hereinafter "Association")), represents the following with respect to (address of unit to be sold) , (hereinafter "Unit").

1. The sale of the Unit is not subject to any right of first refusal or any other restraint on the free alienability of the Unit known to the Association unless otherwise stated here: \_\_\_\_\_.
2. The regular monthly common expense assessment of the Unit, is \_\_\_\_\_ payable in monthly/annual installments of \_\_\_\_\_ due on or before \_\_\_\_\_.

As of the date of this certificate, there are no unpaid common expenses or special assessments currently due and payable by the Unit owner except as otherwise stated here:

\_\_\_\_\_.

As of the date of this certificate, there are no surplus fund credits applicable to the Unit except as otherwise stated here: \_\_\_\_\_.

3. No other fees are presently due to the Association by the Unit owner(s) except as otherwise stated here: \_\_\_\_\_.

The Unit owner is personally responsible for all County, Township, School real estate taxes on the Unit as well as all utilities furnished to the individual unit.

4. As of the date of this certificate no capital expenditures are proposed by the Association for the current or the two next succeeding fiscal years unless otherwise stated here: \_\_\_\_\_.
5. The Association has \$\_\_\_\_\_ reserved for capital expenses. Those reserves have not been specifically designated by the Association for specified projects unless otherwise stated here: \_\_\_\_\_.

Amount \$ \_\_\_\_\_ Project: \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Project: \_\_\_\_\_  
Amount \$ \_\_\_\_\_ Project: \_\_\_\_\_

6. The most recent regularly prepared balance and income and expense statement, if any, of the Association is attached hereto and incorporated herein by reference.
7. The current operating budget of the Association is attached hereto and incorporated herein by reference.
8. At present, there exist no judgments against the Association known to it, nor are there any pending law suits known to the Association, to which it is a party unless otherwise stated here: \_\_\_\_\_.
9. Pursuant to the requirements of the Uniform Planned Community Act, the Association maintains public liability insurance of the common facilities in the amount of \_\_\_\_\_ . Such insurance is maintained with (name of insurance company).
10. The Executive Board of the Association has no knowledge of any alterations or improvements to the above referenced Unit or the limited common facilities assigned thereto that are in violation of any provision of the Declaration unless otherwise stated here: \_\_\_\_\_.

11. The Executive Board of the Association, with respect to the Unit, common facilities assigned thereto, or any other portion of the Association, has no knowledge of any violations of any applicable governmental requirements and has no knowledge of any of the following:
- a. Hazardous conditions, including contamination affecting the Association site by hazardous substances, hazardous wastes or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.
  - b. Any investigation conducted to determine the presence of hazardous conditions on or affecting the Association site.
  - c. Any finding or action recommended to be taken in the report of any such investigation or by any governmental body, agency or authority in order to correct any hazardous conditions, and any action taken pursuant to those recommendations.

Unless otherwise set forth here: \_\_\_\_\_.

12. No leasehold estates exist which affect the Association unless otherwise set forth here:

\_\_\_\_\_  
13. The Declaration of the Association does provide for \_\_\_ Cumulative Voting or \_\_\_ Class voting

14. No agreement to terminate the Association has been submitted to the unit owners for approval. unless otherwise stated here: \_\_\_\_\_.

15. The Association q is, q is not, a master association or part of a master association. The declaration of the Association q does, q does not, allow the Association to become a master association or to become part of a master association.

16. None of the units in the Association may be owned in time share estates unless otherwise stated here: \_\_\_\_\_

17. The Declaration does not retain the special declarant right to cause a merger or consolidation of the Association unless otherwise stated here: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ Association,

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

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

Date: \_\_\_\_\_