

MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

For initial sale of a lot within a development consisting of more than 12 lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): _____
PROPERTY: _____

The following disclosures are provided by Vendor ("Seller") to Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-105 of the Maryland Homeowners Association Act ("the Act"):

(1). The name, principal address, and telephone number of the Seller and of the declarant, if the declarant is not the Seller; or, if the Seller is a corporation or partnership, the names and addresses of the principal officers of the corporation, or general partners of the partnership are:

SELLER NAME: _____
 ADDRESS: _____
 TELEPHONE: _____

DECLARANT NAME: _____
(IF NOT SELLER) ADDRESS: _____
 TELEPHONE: _____

If Seller is a corporation or partnership, the name, title and addresses of the officers of the corporation or general partners of the partnership are: _____

(2). (i). The name, if any, of the homeowner's association is: _____

(ii). If incorporated:

A. The state incorporated in is:

B. The name of the Maryland resident agent is:

(3). (i). The lot which is the subject of the contract of sale is located within the development known as:

(ii). A description of the location and size of the development, including the minimum and maximum number of lots currently planned or permitted, if applicable, which may be contained within the development: _____

(iii). A description of any property owned by the declarant or the vendor contiguous to the development which is to be dedicated to public use: _____

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(4). If the development is or will be within or a part of another development, a general description of the other development: _____

(5). If the declarant has reserved in the declaration the right to annex additional property to the development, a description of the size and location of the additional property and the approximate number of lots currently planned to be contained in the development, as well as any time limits within which the declarant may annex such property: _____

(6). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the purchaser shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable provisions.)

- _____ A. Articles of Incorporation
- _____ B. The Declaration (as defined in the Act)
- _____ C. All recorded covenants and restrictions of the primary development and of other related developments to the extent reasonably available.
- _____ D. The bylaws and rules of the primary development, and of other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial applicable provision.)

A. Are _____ or Are Not _____ enforceable against an owner

B. Are _____ or Are Not _____ enforceable against the owner's tenants

(7). A description or statement of any property currently planned to be owned, leased, or maintained by the homeowners association: _____

(8). A copy of the estimated proposed or actual budget for the homeowner's association for the current fiscal year, including a description of the replacement reserves for common area improvements, if any, and a copy of the current projected budget for the homeowners association based upon the development fully expanded in accordance with expansion rights contained in the declaration: _____

(9). A statement of current or anticipated mandatory fees or assessments to be paid by owners of lots within the development for the use, maintenance, and operation of common areas and for other purposes related to the homeowners association and whether the declarant or vendor will be obligated to pay the fees in whole or part: _____

(10). A brief description of zoning and other land use requirements affecting the development; or a written disclosure of where the information is available for inspection: _____

(11). (i). A statement regarding when mandatory homeowners association fees or assessments will first be levied against owners of lots, the procedure for increasing or decreasing fees or assessments, and how fees or assessments and delinquent charges will be collected: _____

(ii). The seller is to initial "YES" or "NO" for the following:

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A. Are unpaid fees or assessments a personal obligation of owners of lots?

_____ YES _____ NO

If "NO", explain:

B. Do unpaid fees or assessments bear interest?

_____ YES _____ NO

If "YES", what is the rate of interest? _____

C. Will unpaid fees or assessments be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act?

_____ YES _____ NO

D. Will lot owners be assessed late charges or attorneys fees for collecting unpaid fees or assessments or face other consequences for the nonpayment of the fees or assessments?

_____ YES _____ NO

(12). Will sums of money other than prorated fees or assessments be collected at settlement for contribution to the homeowners association?

_____ YES _____ NO

If "YES" describe the amount to be collected and the intended use of such funds:

(13). If applicable, describe any special rights or exemptions reserved for the benefit of the declarant or the vendor, including:

A. The right to conduct construction activities within the development;

B. The right to pay a reduced homeowners association fee or assessment; and

C. Exemptions from use restrictions or architectural control provisions contained in the declaration or provisions by which the declarant or the Seller intends to maintain control over the homeowners association:

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Seller Date

Seller Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Buyer Date

Buyer Date