



**Home Owners Association - Sellers Disclosures and Transmittal of Documents
to Buyer for Resale Homes in Maryland**

(Required for the resale of all properties with a mandatory home owners association)

The contract of sale dated _____ Address 19726 Teakwood Circle
 Subdivision: _____ Willow Cove Manor
 City Germantown, Maryland, Zip 20874
 From Seller _____ Matthew R Gillingham
 To Buyer _____

is hereby amended by the incorporation of this Addendum, which shall supersede any provision to the contrary in this contract

Pursuant to §11B-106(b) of the Maryland Homeowners Association Act, the Seller hereby certifies that as of the date hereof, except as herein stated:

1. **NAME OF HOME OWNERS ASSOCIATION:** The Lot, which is the subject of this Contract, is located within a Development and is subject to the Churchill Village South Homeowners Association.

2. **CURRENT FEES:** The status of the fees or assessments imposed by the Homeowners Association (HOA) against the above referenced Lot is as follows:

Current Monthly Fee or Assessment	\$ <u>Incl. in condo payment</u>
Delinquent Fees or Assessments <u>NONE</u> Months	\$ Incl. in condo payment
Other Charges Due: _____	\$ <u>Incl. in condo payment if applicable</u>
Total due HOA as of _____	\$ <u>Incl. in condo payment if applicable</u>
If none are delinquent, please so state.	<u>NONE</u>

3. **FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:

Fees:	\$ <u>unknown</u>
Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ _____

4. **MANAGEMENT AGENT:** The name, address and phone number of the management agent for the HOA is as follows:

Name: unknown - call Vanguard Phone: _____
 Address: _____

[OR] The HOA presently does not employ a management agent. If None, please check

5. **AUTHORIZED PERSONS:** The following person(s) is (are) authorized by the HOA to provide to the public information regarding the HOA and the Development.

Name: unknown Phone: _____
 Address: _____

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If None, please check

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GCAAR Form # 904 - MC - HOA-Sellers Disclosure and Transmittal of Documents
 (Formerly #1324)

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10/2005

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Gillingham

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6. **SELLERS KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted:

unknown

7. **SELLERS KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations actions or notices of default against the Lot, except as noted:

unknown

8. **HOA DOCUMENTS ATTACHED TO THIS DISCLOSURE:** Attached is a copy of:

A. The Articles of Incorporation, the Declaration, and all recorded covenants and restrictions of the Primary Development, and of other related developments to the extent reasonably available, to which the Purchaser shall become obligated on becoming an owner of the Lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

B. The Bylaws and Rules of the Primary Development, and of other Related Developments to the extent reasonably available, to which the Purchaser shall become obligated on becoming an owner of the Lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

The obligations described in subparagraphs 8A and 8B above are enforceable against an owner and the owner's tenants, if applicable.

NOTE: The requirements of Section 11B -106(b) shall be deemed to have been fulfilled if the information required to be disclosed is provided to the Buyer in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the Declaration, or the organizational documents of the Homeowners Association, provided those documents effectively convey the required information to the Buyer.

9. **NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR [SELLER] SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR [SELLER], THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.

10. **SELLERS OBLIGATIONS AND BUYERS RIGHTS IN THE EVENT OF CHANGES:**

The Seller is required to provide the Buyer with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they become known to the Seller.

Any Buyer may, within three (3) calendar days following receipt by the Buyer of such amendment which adversely affects the Buyer, cancel in writing the contract subject to the provisions of §11B-108 of the Maryland Homeowners Association Act.

11. **SELLERS ACKNOWLEDGMENT: THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

12. **RIGHT TO CANCEL:** Buyer will have the right to cancel this contract without penalty, at any time within five (5) calendar days following acceptance by the Buyer of these Disclosures and Documents. However, once the sale is closed, Buyer's right to cancel this contract is terminated.

Buyer hereby acknowledges receipt of the foregoing disclosures and copies of all documents described in Paragraph 8 hereof.



Seller **Matthew R Gillingham**

Buyer

Seller

Buyer

Date

Time am or pm

Date

Time am or pm

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