

[THIS FORM IS TO BE COMPLETED BY THE SELLER]

RE:	RESALE Package
Property Address	
Tentative Closing Date	
Lot Number	
Current Owner(s)	
Purchaser(s)	
Title Company Contact Information (Company Name, Point of Contact, Address, email & Phone)	
Title Company File Number	

I hereby authorize the release of information in order to facilitate the sale of the property listed above.

Signature

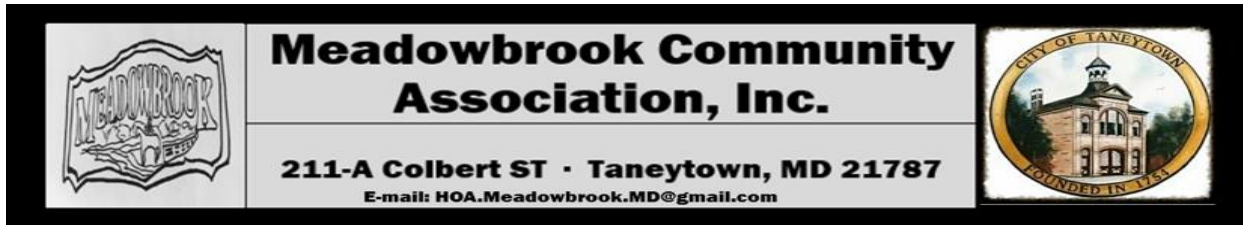
Date

Printed Name

Signature

Date

Printed Name



[THIS FORM WILL BE COMPLETED BY THE HOA]

RE:	HOA Dues & General Information
Property Address	
Closing Date	
Lot Number	
Current Owner(s)	
Purchaser(s)	
Title Company Contact Information	
Title Company File Number	

Dear Sir(s)/Madam(s):

The following general information is related to the HOA dues for the property listed above that is under the purview of the Meadowbrook Community Association, Inc.

Amount of periodic payment: \$ _____

Frequency of assessment (dues):

HOA dues are assessed on an **annual** basis. Dues are sent in the spring (usually in April/May). The assessment period is from January 1ST through December 31ST for each year.

Currently Paid Through (circle one): [December 31ST of _____] **OR** [HOA dues are in arrears]

Status of Dues (circle one): [The homeowner(s) is/are paid in full] **OR**

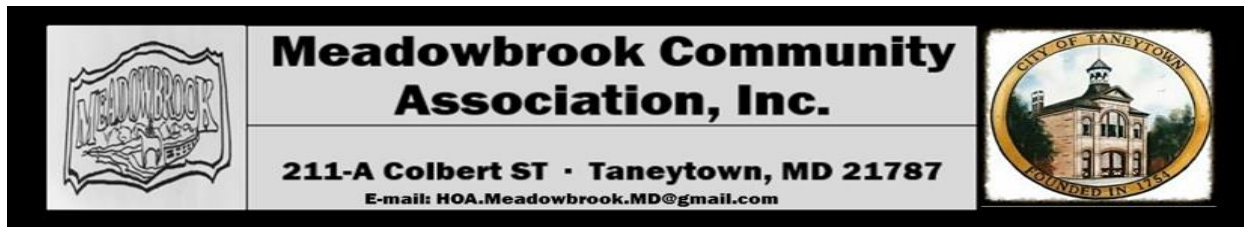
[There is a balance in the amount of: \$ _____]

Person Completing Form: _____

Name

Title

Date



[Information Page 1 of 4- This information is for the Seller and Prospective Buyer]

DISCLAIMER: This information is intended to be utilized for informational purposes only. It in no way constitutes legal advice and is intended to aid the seller and prospective buyer with understanding their rights and responsibilities. The Meadowbrook Community Association, Inc. does not assume any responsibility or liability for the interpretation or dissemination of this information. The seller and/ or buyer should seek appropriate legal guidance from their real estate agent or legal counsel as appropriate.

MD Code, Real Property, § 11B-106

Effective: October 1, 2017

§ 11B-106. Resales within developments or initial sales within small developments

Disclosures and notice required

(a) A contract for the resale of a lot within a development, or for the initial sale of a lot within a development containing 12 or fewer lots, to a member of the public who intends to occupy or rent the lot for residential purposes, is not enforceable by the vendor unless:

(1) The purchaser is given, on or before entering into the contract for the sale of such lot, or within 20 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;

(2) The purchaser is given any changes in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist and any other substantial and material amendment to the disclosures after they become known to the vendor; and

(3) The contract of sale contains a notice in conspicuous type, which shall include bold and underscored type, in a form substantially the same as the following:

“This sale is subject to the requirements of the Maryland Homeowners Association Act (the “Act”). The Act requires that the seller disclose to you at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in § 11B-106(b) of the Act (the “MHAA information”) as follows:

(The notice shall include at this point the text of § 11B-106(b) in its entirety).

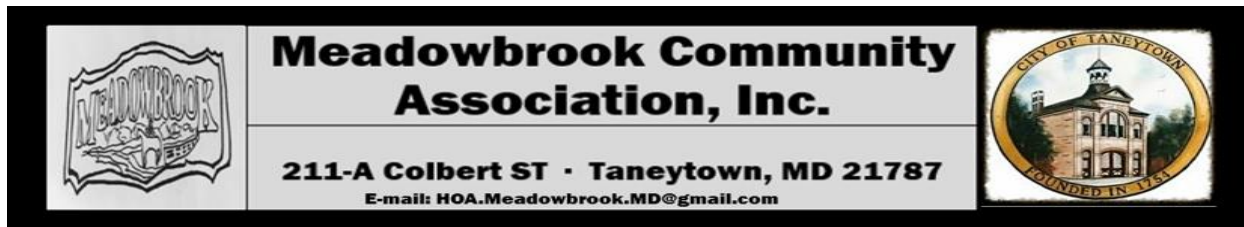
If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel this contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10% of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendment to the MHAA information which adversely affects you. If you do cancel the contract you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

(1) Architectural changes, design, color, landscaping, or appearance;

(2) Occupancy density;

(3) Kind, number, or use of vehicles;



[Information Page 2 of 4- This information is for the Seller and Prospective Buyer]

- (4) Renting, leasing, mortgaging, or conveying property;
- (5) Commercial activity; or
- (6) Other matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.”

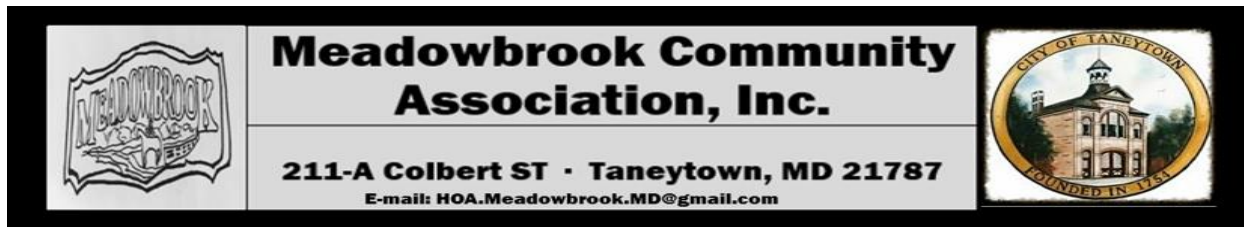
Information provided in writing

(b) The vendor shall provide the purchaser the following information in writing:

- (1) A statement as to whether the lot is located within a development;
- (2)(i) The current monthly fees or assessments imposed by the homeowners association upon the lot;
- (ii) The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
- (iii) A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3) The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4) A statement as to whether the owner has actual knowledge of:
 - (i) The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
 - (ii) Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5) A copy of:
 - (i) 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
 - (ii) 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.

Time frame for information provided in writing; fee

- (c)(1) Except as provided in paragraph (4) of this subsection, within 20 days after a written request by a lot owner other than a declarant and receipt of a reasonable fee, not to exceed the cost to the homeowners association, if any, up to a maximum of \$250, the homeowners association, the management agent of the homeowners association, or any other authorized officer or agent of the homeowners association, shall provide the information listed under subsection (b) of this section.
- (2) In addition to the fee under paragraph (1) of this subsection, the homeowners association is entitled to a reasonable fee not to exceed \$50 for an inspection of the lot owner's lot if the inspection is required by the governing documents of the homeowners association.
- (3) In addition to the fees under paragraphs (1) and (2) of this subsection, the homeowners association is entitled to a reasonable fee:
 - (i) Not to exceed \$50 for delivery of the information within 14 days after the request for the information; and



[Information Page 3 of 4- This information is for the Seller and Prospective Buyer]

(ii) Not to exceed \$100 for delivery of the information within 7 days after the request for the information.

(4)(i) The Department of Housing and Community Development shall adjust the maximum fee authorized under paragraph (1) of this subsection every 2 years, beginning on October 1, 2018, to reflect any aggregate increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Baltimore, or any successor index, for the previous 2 years.

(ii) The Department of Housing and Community Development shall maintain on its Web site a list of the maximum fees authorized under paragraph (1) of this subsection as adjusted every 2 years in accordance with subparagraph (i) of this paragraph.

Notice of primary development

(d)(1) Within 30 calendar days of any resale transfer of a lot within a development, the transferor shall notify the homeowners association for the primary development of the transfer.

(2) The notification shall include, to the extent reasonably available, the name and address of the transferee, the name and forwarding address of the transferor, 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.

Writing in clear and concise manner

(e) The requirements of subsection (b) of this section shall be deemed to have been fulfilled if the information required to be disclosed is provided to the purchaser 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 purchaser.

Reliance on disclosures in depository

(f) In satisfying the requirements of subsection (b) of this section, the vendor shall be entitled to rely upon the disclosures contained in the depository after June 30, 1989.

Actions to foreclose mortgages or deeds of trust

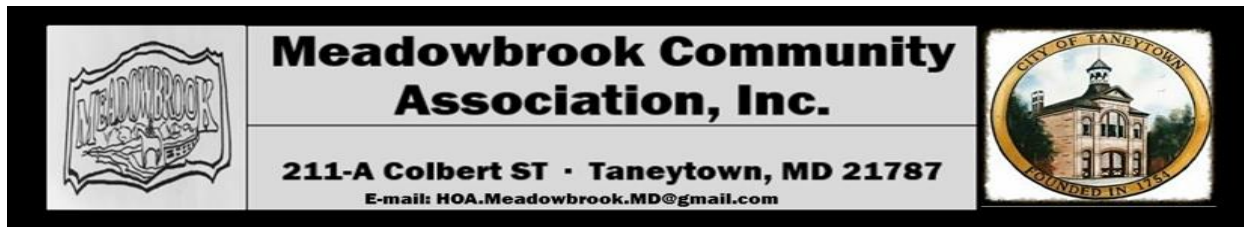
(g) The provisions of subsections (a), (b), (e), and (f) of this section do not apply to the sale of a lot in an action to foreclose a mortgage or deed of trust.

Credits

Added by Acts 1987, c. 321, § 1, eff. July 1, 1987. Amended by Acts 1988, c. 82, § 1, eff. April 12, 1988; Acts 1989, c. 693, § 1, eff. July 1, 1989; Acts 2016, c. 735, § 1, eff. Oct. 1, 2016; Acts 2017, c. 817, § 1, eff. Oct. 1, 2017.

MD Code, Real Property, § 11B-106, MD REAL PROP § 11B-106

Current through legislation effective April 30, 2019, from the 2019 Regular Session of the General Assembly.



[Information Page 4 of 4- This information is for the Seller and Prospective Buyer]

Additional Information:

- Dues can be paid via Check or Money Order made payable to:
Meadowbrook Community Assoc., Inc.
- The mailing address for the HOA is (please ship via USPS only):
Meadowbrook Community Association, Inc.
211-A Colbert Street
Taneytown, MD 21787
- There are currently no additional processing, transfer or set up fees.
- The Annual HOA Meeting is usually held each year in February. Please check the HOA website around that time for specific details. This meeting is for Meadowbrook Community Association, Inc. Homeowners only.
- Snow removal (except for the community common areas), trash removal, recycling, street lighting, and water/sewer fees (except for properties that contribute to the Storm Water Management Fund; the fee is \$35 per year) are not under the purview of the HOA. Trash and Recycling pickup generally occur weekly on Wednesdays (except for holidays)
- In an effort to keep our dues as low as possible, the Board of Directors for the Meadowbrook Community Association, Inc. is beginning to utilize the HOA website to communicate information about events and meetings. Additionally, all HOA Covenants, Bylaws, and additional forms are available online on our community's website:
<http://meadowbrook-online.net/>
- Questions can be sent via email to HOA.Meadowbrook.MD@gmail.com
- Please have the new property owner fill out & return the contact information sheet



Meadowbrook Community Association, Inc.

211-A Colbert ST • Taneytown, MD 21787
E-mail: HOA.Meadowbrook.MD@gmail.com



[TO BE COMPLETED BY PURCHASER]

Today's Date		
Settlement Date		
Owner(s) Full Name		
House Number & Street		
Prefer Method of Contact (Check all that apply)		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Mail	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Home Phone	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Text	Phone 1	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Text	Phone 2	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Email Address 1	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Email Address 2	
Billing address is different than property in Meadowbrook?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Billing Address (if different from property address in Meadowbrook)		
Is this a rental property?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Tenant Name (if applicable)		

Comments/Questions/ Concerns: