

HOUSE BILL 34

N1

(71r0303)

ENROLLED BILL

— *Environment and Transportation/Judicial Proceedings* —

Introduced by **Delegate Holmes**

Read and Examined by Proofreaders:

Proofreader.

Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this

_____ day of _____ at _____ o'clock, _____ M.

Speaker.

CHAPTER _____

1 AN ACT concerning

2 **Real Property – Homeowners Associations – Resale of Lot – Inspection Fees**

3 FOR the purpose of authorizing a homeowners association to charge a certain maximum
4 fee for an inspection of a lot owner’s lot under certain circumstances; and generally
5 relating to inspection fees and homeowners associations.

6 BY repealing and reenacting, with amendments,

7 Article – Real Property

8 Section 11B–106

9 Annotated Code of Maryland

10 (2015 Replacement Volume and 2016 Supplement)

11 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

12 That the Laws of Maryland read as follows:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.

Italics indicate opposite chamber/conference committee amendments.



1 **Article – Real Property**

2 11B–106.

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

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

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

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

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

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

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

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

- 1 (1) Architectural changes, design, color, landscaping, or appearance;
- 2 (2) Occupancy density;
- 3 (3) Kind, number, or use of vehicles;
- 4 (4) Renting, leasing, mortgaging, or conveying property;
- 5 (5) Commercial activity; or
- 6 (6) Other matters.

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

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

- 10 (1) A statement as to whether the lot is located within a development;
- 11 (2) (i) The current monthly fees or assessments imposed by the
12 homeowners association upon the lot;
- 13 (ii) The total amount of fees, assessments, and other charges
14 imposed by the homeowners association upon the lot during the prior fiscal year of the
15 homeowners association; and
- 16 (iii) A statement of whether any of the fees, assessments, or other
17 charges against the lot are delinquent;
- 18 (3) The name, address, and telephone number of the management agent of
19 the homeowners association, or other officer or agent authorized by the homeowners
20 association to provide to members of the public, information regarding the homeowners
21 association and the development, or a statement that no agent or officer is presently so
22 authorized by the homeowners association;
- 23 (4) A statement as to whether the owner has actual knowledge of:
 - 24 (i) The existence of any unsatisfied judgments or pending lawsuits
25 against the homeowners association; and
 - 26 (ii) Any pending claims, covenant violations actions, or notices of
27 default against the lot; and
- 28 (5) A copy of:
 - 29 (i) The articles of incorporation, the declaration, and all recorded
30 covenants and restrictions of the primary development, and of other related developments

1 to the extent reasonably available, to which the purchaser shall become obligated on
 2 becoming an owner of the lot, including a statement that these obligations are enforceable
 3 against an owner's tenants, if applicable; and

4 (ii) The bylaws and rules of the primary development, and of other
 5 related developments to the extent reasonably available, to which the purchaser shall
 6 become obligated on becoming an owner of the lot, including a statement that these
 7 obligations are enforceable against an owner and the owner's tenants, if applicable.

8 (c) (1) Except as provided in paragraph [(3)] (4) of this subsection, within 20
 9 days after a written request by a lot owner **OTHER THAN A DECLARANT** and receipt of a
 10 reasonable fee, not to exceed the cost to the homeowners association, if any, up to a
 11 maximum of \$250, the homeowners association, the management agent of the homeowners
 12 association, or any other authorized officer or agent of the homeowners association, shall
 13 provide the information listed under subsection (b) of this section.

14 (2) **IN ADDITION TO THE FEE UNDER PARAGRAPH (1) OF THIS**
 15 **SUBSECTION, THE HOMEOWNERS ASSOCIATION IS ENTITLED TO A REASONABLE FEE**
 16 **NOT TO EXCEED \$100 \$50 FOR AN INSPECTION OF THE LOT OWNER'S LOT IF**
 17 **~~REQUIRED~~ THE INSPECTION IS REQUIRED BY THE GOVERNING DOCUMENTS OF THE**
 18 **HOMEOWNERS ASSOCIATION.**

19 (3) In addition to the [fee] FEES under [paragraph (1)] PARAGRAPHS (1)
 20 AND (2) of this subsection, the homeowners association is entitled to a reasonable fee:

21 (i) Not to exceed \$50 for delivery of the information within 14 days
 22 after the request for the information; and

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

25 [(3)] (4) (i) The Department of Housing and Community Development
 26 shall adjust the maximum fee authorized under paragraph (1) of this subsection every 2
 27 years, beginning on October 1, 2018, to reflect any aggregate increase in the Consumer
 28 Price Index for All Urban Consumers (CPI-U) for Washington-Baltimore, or any successor
 29 index, for the previous 2 years.

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

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

1 (2) The notification shall include, to the extent reasonably available, the
2 name and address of the transferee, the name and forwarding address of the transferor,
3 the date of transfer, the name and address of any mortgagee, and the proportionate amount
4 of any outstanding homeowners association fee or assessment assumed by each of the
5 parties to the transaction.

6 (e) The requirements of subsection (b) of this section shall be deemed to have been
7 fulfilled if the information required to be disclosed is provided to the purchaser in writing
8 in a clear and concise manner. The disclosures may be summarized or produced in any
9 collection of documents, including plats, the declaration, or the organizational documents
10 of the homeowners association, provided those documents effectively convey the required
11 information to the purchaser.

12 (f) In satisfying the requirements of subsection (b) of this section, the vendor
13 shall be entitled to rely upon the disclosures contained in the depository after June 30,
14 1989.

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

17 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
18 October 1, 2017.

Approved:

Governor.

Speaker of the House of Delegates.

President of the Senate.