



ADDENDUM NO \_\_\_\_\_

PROPERTY: \_\_\_\_\_  
SELLER: \_\_\_\_\_  
BUYER: \_\_\_\_\_

**NOTICE  
CONDOMINIUM RESALE LAW DISCLOSURE REQUIREMENTS**

SELLER, AT SELLER'S EXPENSE, IS REQUIRED BY LAW TO FURNISH THE BUYER, NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING, CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN SECTION 11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (I) A copy of the declaration (other than the plats);
- (II) A copy of the by-laws;
- (III) A copy of the rules and regulations of the condominium;
- (IV) A certificate containing:
  1. NOTICE TO ALL PARTIES: IF THE UNIT BEING SOLD HEREUNDER IS IN A **CONDOMINIUM CONTAINING SEVEN (7) OR MORE UNITS**, THE A statement disclosing the effect of the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
  2. A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
  3. A statement of any other fees payable by the unit owners to the council of unit owners;
  4. A statement of any capital expenditures approved by the council of unit owners or its authorized designee planned at the time of conveyance which are not reflected in the current operating budget included in the certificate
  5. The most recently prepared balance sheet and income and expense statement, if any, of the condominium;
  6. The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement and its intended use, or a statement that there is no reserve fund;
  7. A statement of any judgements against the condominium and the existence of any pending suit to which the council of unit owners is a party;
  8. A statement generally describing any insurance policies provided for the benefit of the unit owners, a notice that copies of the policies are available for inspection, stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
  9. A statement as to whether the council of unit owners has knowledge that any alteration or improvement to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, by-laws, or rules and regulations;
  10. A statement as to whether the council of unit owners has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium;
  11. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it;
  12. A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be part of the common elements; and
- (V) A statement by the unit owner as to whether the unit owner has knowledge:
  1. That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, by-laws, or rules and regulations;
  2. Any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit; and

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- 3. That the unit is subject to an extended lease under §11-137 of this title or under local law, and if so, a copy of the lease must be provided.

Seller shall promptly request, and provide to buyer when received, a certificate from the council of unit owners containing the disclosure statement listed above. Seller shall not be liable to buyer for any erroneous information provided by the council of unit owners and included in said certificate.

Section 11-135 of the Maryland Condominium Act, requires the seller to certify to the buyer that the seller has no knowledge: (1) that any alterations to the unit or the limited common elements assigned to the unit violate any provision of the declaration, by-laws, or rules and regulations of the condominium; and (2) of any violation of health or building codes with respect to the unit or the limited common elements assigned to the unit.

THE BUYER WILL HAVE THE RIGHT TO CANCEL THIS AGREEMENT, WITHOUT PENALTY, AT ANY TIME WITHIN SEVEN (7) DAYS FOLLOWING DELIVERY TO THE BUYER OF ALL THE ABOVE INFORMATION. HOWEVER, ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS AGREEMENT IS TERMINATED.

Buyer and Seller acknowledge receipt of a copy of this disclosure which is part of this agreement of sale.

_____ Buyer's Signature	_____ Date	_____ Buyer's Signature	_____ Date
_____ Seller's Signature	_____ Date	_____ Seller's Signature	_____ Date

NOTICE TO ALL PARTIES: IF THE UNIT BEING SOLD HEREUNDER IS IN A **CONDOMINIUM CONTAINING LESS THAN SEVEN (7) UNITS**, THE SELLER, AT SELLER'S EXPENSE, IS REQUIRED BY LAW TO FURNISH THE BUYER, NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING, CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN SECTION 11-135 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (I) A copy of the declaration (other than the plats);
- (II) A copy of the by-laws;
- (III) A copy of the rules and regulations of the condominium; and
- (IV) A statement by the seller of his expenses relating to the common elements during the preceeding twelve (12) months.

THE BUYER WILL HAVE THE RIGHT TO CANCEL THIS AGREEMENT, WITHOUT PENALTY, AT ANY TIME WITHIN SEVEN (7) DAYS FOLLOWING DELIVERY TO THE BUYER OF ALL THE ABOVE INFORMATION. HOWEVER, ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS AGREEMENT IS TERMINATED.

Buyer and Seller acknowledge receipt of a copy of this disclosure which is part of this agreement of sale.

_____ Buyer's Signature	_____ Date	_____ Seller's Signature	_____ Date
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