

Appendix T – August 2018

Shirley, Lori

From: admin@justus.group
Sent: Wednesday, August 1, 2018 9:27 AM
To: Shirley, Lori; mont.co.planningboard@justus.group
Cc: justus organization; members@townmeetingorganization.com; LW Green; Mills, Matthew; ben kramer; vaughn stewart; Sanders, Carrie; Butler, Patrick
Subject: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!
Importance: High

Thank you Lori.

The LW representatives who keep lying in public to the residents, including **THE BIG LIE** told by General Manager Kevin Flannery that he was not told to gain "**CONSENSUS**"-----

must be penalized in the i.e. **denial of application.**

slk

From: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>
Date: August 1, 2018 9:18:23 AM EDT
To: JustUs admin <admin@justus.group>
Cc: "Mills, Matthew" <matthew.mills@mncppc.org>, justus organization <justus@justus.group>, "members@townmeetingorganization.com" <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>, "lwdogs@justus.group" <lwdogs@justus.group>, ben kramer <kramerdelegate19@aol.com>, vaughn stewart <vaughnstewart3@gmail.com>, "Sanders, Carrie" <carrie.sanders@montgomeryplanning.org>, "Butler, Patrick" <patrick.butler@montgomeryplanning.org>
Subject: RE: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Good morning Sheryl,

I just checked in the DARC Division. No submittal from the Leisure World applicant has been received.

Lori Shirley
Planner Coordinator I Area 2 Division I Regulatory Team
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, Maryland 20910
T 301-495-4557
E Lori.Shirley@montgomeryplanning.org
W MontgomeryPlanning.org



From: JustUs admin <admin@justus.group>
Sent: Tuesday, July 31, 2018 10:47 AM
To: Shirley, Lori <lori.shirley@montgomeryplanning.org>
Cc: Mills, Matthew <matthew.mills@mncppc.org>; justus organization <justus@justus.group>; members@townmeetingorganization.com; LW Green <lwgreen@justus.group>; lwdogs@justus.group; ben kramer <kramerdelegate19@aol.com>; vaughn stewart <vaughnstewart3@gmail.com>; Sanders, Carrie <carrie.sanders@montgomeryplanning.org>; Butler, Patrick <patrick.butler@montgomeryplanning.org>
Subject: Re: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Lori:

I have not received notification from you identifying receipt of LW re-submission. However, just now @ the LW BOD meeting, Tom Snyder, LWMD Asst. Gen. Manager announced that there will be a hearing in Sept.

Your reply upon receipt is requested.

slk

On Fri, Jul 20, 2018 at 2:33 PM, Shirley, Lori <lori.shirley@montgomeryplanning.org> wrote:

Hi Sheryl,

This morning after receiving your e-mail (below) I checked in the DARC Division and no submittals have been received for the updated site plan. A meeting between the Applicant and Area 2 Regulatory review staff has not been scheduled. Your request that the rescheduled site plan hearing be held at Leisure World should be made to Planning Board Chairman Anderson's office, similar to the request you made last year for the November 30, 2017.

Please let me know if you have any other questions. Thanks.

Lori Shirley
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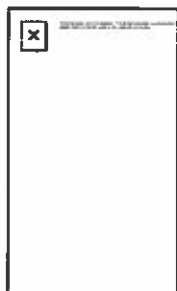


From: admin@justus.group <admin@justus.group>
Sent: Friday, July 20, 2018 9:21 AM
To: Shirley, Lori <lori.shirley@montgomeryplanning.org>
Cc: Mills, Matthew <matthew.mills@mncppc.org>; justus organization <justus@justus.group>; members@townmeetingorganization.com; LW Green <lwgreen@justus.group>; lwdogs@justus.group; ben kramer <kramerdelegate19@aol.com>; vaughn stewart <vaughnstewart3@gmail.com>
Subject: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

1. what is the status of the "updated" LW site plan resubmission?
2. when is the meeting with P&P staff & LW scheduled.
3. this is to request that the rescheduled site plan hearing be held in Leisure World.

slkatzman
President, JustUs
admin@justus.group
conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

From: "admin@justus.group" <admin@justus.group>
Date: July 11, 2018 6:32:12 PM EDT
To: Lori Shirley <lori.shirley@montgomeryplanning.org>, Matt Mills
<matthew.mills@mncppc.org>, mont.co.planningboard@justus.group
Cc: justus organization <justus@justus.group>, members@townmeetingorganization.com, LW Green
<lwgreen@justus.group>, lwdogs@justus.group, Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>,
vaughn stewart <vaughnstewart3@gmail.com>
Subject: : Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

According to Nicole Gerke - the revised site plan documents were to have been submitted yesterday---
have you received the documents and when will staff/applicant meeting be held?

All Montgomery County Planning Board staff and Commissioners need note:

AT NO TIME HAS THERE EVER BEEN A REQUEST FOR COMMUNITY MEMBER/UNIT
OWNER **CONSENSUS.**

when asked publicly, LW General Manager Kevin Flannery continues to deny that the Planning Board ever called for community consensus.

slk

From: JustUs admin <admin@justus.group>
 Date: July 9, 2018 9:57:52 AM EDT
 To: JustUs <justus@justus.group>, members <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>
 Subject: Gerke just said @ CPAC meeting

site plan expected to be submitted tomorrow to Park & Planning staff

4 binders to also be presented to P&P staff to include:

- history of FEP - spec. Admin. Bldg - CH 1

meeting min. from all advisory comm. back to 2012

LW News articles published over the years

comm. activities - Board activities - mutual presentations - news clippings -

no mention of CONSENSUS!

From: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>
 Date: June 14, 2018 10:40:21 AM EDT
 To: "admin@justus.group" <admin@justus.group>
 Subject: RE: Site Plan 820170120 - staff and applicant meeting

Hi Sheryl,

This is the first that I've heard that the revised plans have been resubmitted. I will go to the DARC Division later today and check on that status. It's possible it could be in "intake" at this time. To answer your question about a meeting scheduled with Area 2 staff and the Applicant, no, a meeting has not been scheduled.

Lori Shirley
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 T 301-495-4557
 F 301-495-1313
 E Lori.Shirley@montgomeryplanning.org
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From: JustUs admin <admin@justus.group>
 Sent: Thursday, June 14, 2018 9:49 AM
 To: Mills, Matthew <matthew.mills@mncppc.org>; mont.co.planningboard@justus.group; Montgomery County Council <county.council@montgomerycountymd.gov>; justus organization <justus@justus.group>; members <members@townmeetingorganization.com>; LW Green <lwgreen@justus.group>; LW Dogs <lwdogs@justus.group>

Cc: Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>; ben kramer <Benjamin.Kramer@house.state.md.us>; ben shnider <ben@shniderforcouncil.com>; v Vaughn Stewart <vaughnstewart3@gmail.com>; sETH grimes <seth.grimes@gmail.com>
Subject: Fwd: Site Plan 820170120 - staff and applicant meeting

Lori:

Herman Cohen, Chair - LW Security & Transportation Advisory Comm. just stated that LW has submitted their revised site plan to you. Is this a correct statement, and if so, is there a meeting with you/your staff and LW management, scheduled?

Matthew: there has been no reply to the June 5, 2018 email below:

slk

From: admin@justus.group <admin@justus.group>
Date: Tue, Jun 5, 2018 at 6:50 PM
Subject: Site Plan 820170120 - staff and applicant meeting
To: Matt Mills <matthew.mills@mncppc.org>, mont.co.planningboard@justus.group, Montgomery County Council <county.council@montgomerycountymd.gov>, justus organization <justus@justus.group>, members <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>, lwdogs@justus.group
Cc: Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>, ben kramer <Benjamin.Kramer@house.state.md.us>, ben shnider <ben@shniderforcouncil.com>, v Vaughn Stewart <vaughnstewart3@gmail.com>, sETH grimes <seth.grimes@gmail.com>

Matthew:

simply because staff/applicant meetings are not included in your referenced regulation, does not mean said regulation precludes stakeholder attendance @ any meeting between staff and applicant -- specifically when the stakeholders are the ones footing the bill - NOT the applicant employees.

unless you are able to provide any regulation specifically addressing the issue raised, holding a meeting between staff and LW employees will be in violation of our rights.

slk

Ms. Katzman:

MCPB Regulation 50/59.00.01.06, Evaluation of Applications, states:

...

C. Public Participation.

Any individual or organization with an interest in or concern about a proposed development or specific application may participate in the review and approval process by:

- Attending the pre-submission community meeting organized and held by the applicant before an application is submitted to the Planning Department;
- Reviewing information about the submitted plan application online at the Planning Department website; and
- Attending the DRC meeting scheduled for the application, if applicable. The DRC meeting is not open to public participation, but members of the public may attend and listen to the discussion. Groups should notify DARC staff about their interest in attending the DRC meeting before the scheduled date so that space accommodations can be made.

The meeting you are describing, assuming it even takes place, is not the DRC meeting referenced in the above Regulation. As a result, attendance at the meeting will be limited to the Applicant and Staff.

Thank you.

Matthew T. Mills
Acting Principal Counsel
The Maryland-National Capital Park and Planning Commission
Office of the General Counsel
8787 Georgia Avenue – Suite 205
Silver Spring, Maryland 20910
(301)495-4646
(301)495-2173 (F)

From: admin@justus.group <admin@justus.group>
Sent: Friday, June 01, 2018 12:54 PM
To: Mills, Matthew <matthew.mills@mncppc.org>
Cc: justus organization <justus@justus.group>; members <members@townmeetingorganization.com>
Subject: Site Plan 820170120 - staff and applicant meeting

your reply with any regulation precluding stakeholder attendance from any meeting between P&P staff and applicant, is requested.

slk

From: "admin@justus.group" <admin@justus.group>
Date: May 30, 2018 10:26:00 AM EDT
To: Matt Mills <matthew.mills@mncppc.org>
Cc: Lori Shirley <lori.shirley@montgomeryplanning.org>, justus organization <justus@justus.group>, members <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>
Subject: Site Plan 820170120 - staff and applicant meeting

of course you cannot "guarantee" there will be a meeting -

Appendix T

however, LW has announced they will be meeting with planning board staff - therefore when asked if this meeting will be open, Lori said she thought not - as such, you are asked to provide any regulation stating that site plan area residents are precluded from attending said meetings.

slk

From: "Mills, Matthew" <matthew.mills@mncppc.org>
Date: May 30, 2018 10:04:52 AM EDT
To: "admin@justus.group" <admin@justus.group>
Cc: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>
Subject: RE: Site Plan 820170120 - staff and applicant meeting

Ms. Katzman:

I will be happy to look into this if you would like, but, as a preliminary matter, I must warn you that there is no guarantee there will actually be any type of meeting when the new application is submitted. It is possible the Applicant could simply drop it off with the Department for our Staff to begin evaluating.

Regards,
Matt Mills

Matthew T. Mills
Acting Principal Counsel
The Maryland-National Capital Park and Planning Commission
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Silver Spring, Maryland 20910
(301)495-4646
(301)495-2173 (F)

Error! Filename not specified

From: admin@justus.group <admin@justus.group>
Sent: Tuesday, May 29, 2018 12:14 PM
To: Mills, Matthew <matthew.mills@mncppc.org>
Cc: Shirley, Lori <lori.shirley@montgomeryplanning.org>
Subject: Site Plan 820170120 - staff and applicant meeting

From: "admin@justus.group" <admin@justus.group>
Date: May 25, 2018 1:00:43 PM EDT
To: Matt Mills <matthew.mills@mncppc.org>
Cc: Lori Shirley <lori.shirley@montgomeryplanning.org>, justus organization <justus@justus.group>
Subject: Site Plan 820170120 - staff and applicant meeting

Matt:

The applicant will be coming back to the staff shortly with their updated site plan.

Is there any rule/regulation that would preclude stakeholder/resident representatives from being in attendance at that meeting for the purpose of observation.

slkatzman

President, JustUs -conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

website: www.justus.group

email: admin@justus.group

town meeting organization (TMO)

website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Wednesday, August 1, 2018 3:32 PM
To: mont.co.planningboard@justus.group; Montgomery County Council; vaughn stewart;
ben kramer; justus organization; members@townmeetingorganization.com; LW Green;
lwdogs@justus.group
Subject: Hearing on Leisure World Site Plan (new admin. bldg.)

From: Tom Conger <taconger41@gmail.com>
Date: August 1, 2018 3:23:03 PM EDT
To: casey.anderson@mncppc.org
Cc: admin@justus.group
Subject: Hearing on Leisure World Site Plan (new admin. bldg.)

Dear Chairman Anderson:

When I was a planner here in Montgomery County in 1969 (I worked in the Montgomery County Executive's Office of Program Coordination), I attended a hearing put on by Park and Planning at the GEICO auditorium. The subject of the hearing was the Bethesda-Chevy Chase Master Plan, and the place was packed due to intense community interest. The reason I reminisce about this relates to the parallels of today. We have a hearing coming up on the site plan for Leisure World's administration building. This hearing is likewise of great interest in our community of 8,500 residents.

You may recall that we packed the M-NCPPC hearing room on November 30, 2017, for the first hearing on the site plan. So, my request of you is simple: Please arrange to have the hearing on the site plan here in Leisure World. I can almost guarantee you will draw in excess of 350 residents/owners, all of whom have a stake in how all of this turns out. Also, this will likely please the more than 2,000 Leisure World people who signed the petition requesting a referendum on whether to renovate the existing building or build a new one.

Please help us in our quest to find out what the CONSENSUS of the community truly is.

Tom Conger
Mutual 18
(3536 Fitzhugh Lane Leisure World)

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Sent: Wednesday, August 1, 2018 3:32 PM
To: mont.co.planningboard@justus.group; Montgomery County Council; vaughn stewart;
ben kramer; justus organization; members@townmeetingorganization.com; LW Green;
lwdogs@justus.group
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Cc: admin@justus.group
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website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: Marybeth Ardike <marybeth.bob@gmail.com>
Sent: Thursday, August 2, 2018 9:56 AM
To: Schwiesow, Bridget; Rubin, Carol; Sanders, Carrie; Anderson, Casey; Axler, Ed; Cichy, Gerald; Wright, Gwen; Adams, Holly; Garcia, Joyce; Shirley, Lori; Mills, Matthew; MCP-Chair; Fani-Gonzalez, Natali; Butler, Patrick; Patterson, Patrick; Krasnow, Rose; Findley, Steve; tina.patterson@jadeitesolutions.com; Patterson, Tina; Montgomery County Council; patti; Ellen Solomon; Person #1; Person #2; oldinkie@gmail.com; Person #3; Person #4; Person #5; john feldmann; Paul M Bessel; joan_hecht@yahoo.com; Hawki Redawg; taconger41@gmail.com; Carole Portis; tfisher@cruzio.com; JudyR; janice McLean; lagresti@jgllaw.com; norman Holly; Darlene Hamilton; SHARON CAMPBELL; Diane Knott; Valerie Williams; Natalie Brodsky; sparky; Marc Elrich; vaughn stewart; ben kramer; carolee.rowse@gmail.com
Cc: LW Board of Directors
Subject: Leisure World's Site Plan No. 820170120. Demolishing the current Administration ...Bob Ardike

JEOPARDY QUESTION FOR THURSDAY AUGUST 2, 2018...

Answer: A Montgomery County Council-Member

Question: Who said, "...Our planning process has become more and more contentious as the residents feel that planning processes are meant to minimize community input and community role in shaping plans that affect where they live."

THERE IS CONTENTION WITHIN LEISURE WORLD OF MARYLAND BECAUSE THE WISDOM OF THE ABOVE WORDS WERE IGNORED!

At the November 30, 2017, Montgomery County Planning Board (MCPB) hearing regarding "Leisure World's Site Plan No. 820170120 Demolishing the current Administration," Commissioners made clear Leisure World needed to work at developing a **CONSENSUS before returning. That wasn't even attempted. There is no disputing that fact.**

Appendix T

In a demonstration of "seriousness," it would be reasonable for the MCPB to send the resubmission back to Leisure World with the admonition..."Return After Doing What Was Stated Needed To Occur At The Previous Hearing"

Bob Ardike, a Leisure World Resident

Shirley, Lori

From: admin@justus.group
Sent: Friday, August 3, 2018 1:10 PM
To: mont.co.planningboard@justus.group; Montgomery County Council; Marc Elrich; vaughn stewart; justus organization; LW Green; lwdogs@justus.group
Cc: LW Board of Directors
Subject: "LW Board & Management showing contempt for residents"

From: "JudyR"
Date: August 3, 2018 12:59:21 PM EDT
To: <admin@justus.group>
Subject: Re: "LW Board & Management showing contempt for residents"

Great article! Now, if only the LWBoD could understand it! It's as if we're all speaking a different language. Mr. Bessel explained exactly what has been going on since the Planning Board asked that LW communicate with the residents and gain consensus. Again, speaking a different language.....either they don't understand the meaning of consensus or they just don't give a damn. My guess is the latter. So it's "Damn the torpedoes! Full speed ahead!" For those who aren't aware of the meaning of that quote, it means "We're not going to look at the risks, we're just going to do it!" Sometimes that works out, sometimes it doesn't. In this case, it will not work out the way the LW Board and Management want it to because, thankfully, the Planning Board is being made aware that their recommendations were completely ignored.

Judy Rosenthal
Mutual 19A

From: admin@justus.group
Sent: Friday, August 03, 2018 11:54 AM
To: mont.co.planningboard@justus.group ; [Montgomery County Council](#) ; [Marc Elrich](#) ; [vaughn stewart](#) ; [justus organization](#) ; members@townmeetingorganization.com ; [LW Green](#) ; lwdogs@justus.group ; [LW Board of Directors](#)
Subject: "LW Board & Management showing contempt for residents"

THOUGHTS & OPINIONS: *From Our Residents*

8 | Leisure World News August 3, 2018

Leisure World Board and Management Showing Contempt for Residents

On Nov. 30, 2017, the Leisure World Community Corporation (LWCC) board of directors and management asked the Montgomery County Planning Board to approve their plans for a new Administration Building, despite much opposition from the residents of Leisure World.

The Planning Board refused to do what the LWCC board and management wanted. Instead, they deferred action and the Planning Board members told the LWCC board and management the following:

One Commissioner said, "It doesn't seem like there's consensus in the community. It's difficult for us to move ahead," and "Have better discussions and consensus," and the project was "not meeting the needs of the residents" who are paying the bills.

Another Commissioner said, "Our most successful projects are when the applicant truly engages the community," and "Talk to the people who live there and make consensus," and "It's just bad that you don't have your community behind you. It's your job to make sure you have engagement."

The Planning Board Chair said that the project was "not well considered."

So what did the LWCC board and management do? They ignored all this good advice from the Planning Board. Instead, they made

very slight changes in the plans for the Administration Building, and then met with small groups of mutual board members, ignoring the vast majority of Leisure World residents.

According to a report handed out at the May 2018 LWCC board meeting, "The primary focus of the presentation [to mutual boards] was to update residents on the status of the site plan." How can such one-way communication possibly fulfill the Planning Board's recommendations?

Soon, the LWCC board and management will go back to the Planning Board. I suspect they will claim they complied with what the Planning Board members requested them to do last November. If so, they will not be telling the truth.

It's not too late. If the members of the LWCC board and management really cared about the residents of Leisure World, they could schedule a town hall meeting. They could seriously consider compromises, such as making the new building a third Clubhouse for the use of residents. They have already changed the plans for the new building many times. They can make this change to benefit Leisure World residents.

The LWCC board and management claim their plans will make it easier for residents to walk to Clubhouse 1 from the parking lot. If they

made the new building a third Clubhouse, it would be far easier for residents to park anywhere in the parking lot and walk just a few feet to the clubhouse. Then, all or part of the existing Clubhouse 1 could be used to make more room for staff.

That – more room for staff – is the real goal of building the new Administration Building, as stated by management in the February 2017 LWCC board agenda packet.

I suspect the LWCC board and management will continue to ignore the huge number of Leisure World residents who do not want a new Administration Building to be built, and instead want a new clubhouse for the benefit of Leisure World residents.

I believe this will prove that the LWCC board and management have contempt for Leisure World residents.

– Paul M. Bessel

slkatzman

President, JustUs -conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

website: www.justus.group

email: admin@justus.group

town meeting organization (TMO)

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Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Friday, August 3, 2018 9:16 PM
To: mont.co.planningboard@justus.group; Montgomery County Council; Marc Elrich; vaughn stewart
Cc: justus organization; members@townmeetingorganization.com; LW Green; lwdogs@justus.group
Subject: Flannery's Folly

Diane Knot

Like I said before, moving the new administration building will not do ONE thing to enhance a residents' QUALITY OF LIFE. Management's priority is that the employees not be inconvenienced by needing to work out of trailers during construction. If school children can attend classes in trailers, LW employees can work out of trailers - it's not forever. Or for that matter, I'd bet the majority of employees could be temporarily relocated in other Trust locations within the community. There are other homes in the community close to the same age. Should they be torn down too? If there is asbestos it won't evaporate and disappear. It would have to be carefully removed no matter the decision. As for the engineering study, there is a written estimates that the cost is less than \$30,000, not the LW \$150,000. That estimate was shown at the last community Town Hall Meeting, March 1, 2018. The next Town Hall meeting will be held Wednesday, September 12, 2018. Be informed and be there.

Diane Knot

The LW Administration Building is currently in its best location. The building sits on a hill. Any rainwater runs away from that location and toward the proposed new location. Any mold that might be in this building is due to management's neglect. For example, there are photos of a cement splash block which should be directing rainwater away from the administration building, but instead the water is directed to the base of the building - a definite cause for mold. If there is asbestos, it won't evaporate and disappear. It would have to be dealt with whether the building is torn down or rebuilt in the same location. This rebuilt building would have all the bells and whistles of a new building and cost FAR less. The proposed loop between Clubhouse One and the new building is a hazard. At one end there is a driveway for delivery trucks and a truck whose purpose is to collect and remove a smelly substance from Clubhouse One. Residents will compete with trucks, LW shuttle busses, and cars to use this loop to enter either Clubhouse One or the new building. (Speaking of Clubhouse One – walk in and take a deep breath. It stinks in there all the time. Why isn't that corrected?) Residents will lose the bocce ball, shuffleboard, and lawn bowling courts. That loss is to make room for the asphalt loop and add to the asphalt parking lot where the current administration building now stands. As things are today, there's no need for additional parking. We have adequate parking. But if a majority of residents would not be unhappy losing these recreational courts, make THAT area handicap parking only – NO LOOP. That would safely put handicap residents closer to Clubhouse One. The most important thing is this new building will not do one thing to enhance a residents' quality of life. Management's priority is that the employees not be inconvenienced by needing to work out of trailers during construction. If school children can attend classes in trailers, LW employees can work out of trailers - it's not forever. Or for that matter, I'd bet the majority of employees could be temporarily relocated to other locations within the community.

Rose Arnold

"Enhance the residents' quality of life". Thank you. These are the operative words we should all be focused on. How does a new admin. building do that?

John Feldmann

Appendix T

Justus has gathered 2,000 signatures for the purpose of having the board conduct an engineering assessment estimate to renovate. You have a board and general manager who doesn't give a hoot about obtaining a cost estimate. The board would rather give money to the attorney to fight Justus/residents than to conduct the evaluation. This poor attitude by the board and general manager fails the reasonable and prudent person test. The board and general manager do not have to answer to the residents. This lunacy is exactly why the LW governance needs to change to an elected board of directors.

John Feldmann

Let those who want a new admin building take out the loan and pay for it. I would venture to estimate that the majority of residents don't want a new building. Handicap parking could be made available today--just outside the entrance to CH1 and outside the Terrace room if the board and general manager cared. Handicap parking isn't the reason for a new admin building, it is a bone being thrown to those who need and should have the parking. Why wait a few more years to help those who need the parking now?

Christine Sherrod

I work in the Admin Bldg and it needs to go! Everything is wrong...the HVAC, the electrical, the venting system, the bugs that bite my legs (I need to put on bug spray before I go to work). And I know there is mold and mice have invaded my office space. Ugh!

John Feldmann

It is unfortunate for the employees that work in the building that the LW board and LWMC would allow a building to deteriorate to the extent you describe.

Sharon Campbell

"Them" are "us." The only people who are not "us" (owners/residents) are the GM and a number of key employees. It is "our" (owners) money; all of it, regardless of when/how it appears in LW's coffers. No, I would never have moved here if I had known the extent of misfeasance in LW. Yes, we SHOULD have a say, but clearly by far most of us do not and the few who do are so arrogant they don't appear to care. We (most owners) can only hope that the MoCo P&P will stay strong and ethical in their final decision on whether this building gets the go-ahead. If it does go forward, it will be a pox on this entire community, to which we'll (sadly) have front row seats.

Sharon Campbell

Again, mold and asbestos remediation MUST be done regardless of whether there is a remodel or new building.

Norman Holly

Monticello has been standing since the 1700s and has a tremendous amount of traffic, but it has no mold problems. There's something that the proponents of a new building aren't telling us. (Perhaps it is related to the 30% - 40% annual rise in our fees, or to the control our GM has over the Board, or the fact that maintenance of other facilities on the property will be neglected, or . . .)

slkatzman

President, JustUs -conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

website: www.justus.group

email: admin@justus.group

town meeting organization (TMO)

website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Saturday, August 4, 2018 9:00 AM
To: mont.co.planningboard@justus.group; Montgomery County Council; vaughn stewart; ben kramer; justus organization; members@townmeetingorganization.com; LW Green; lwdogs@justus.group
Subject: re:Hearing on Leisure World Site Plan (new admin. bldg.)

From: Priscilla Schwab <schwab.priscilla@comcast.net>
Date: August 2, 2018 8:06:24 AM EDT
To: admin@justus.group
Cc: mont.co.planningboard@justus.group, Montgomery County Council <county.council@montgomerycountymd.gov>, vaughn stewart <vaughnstewart3@gmail.com>, ben kramer <kramerdelegate19@aol.com>, justus organization <justus@justus.group>, members@townmeetingorganization.com, LW Green <lwgreen@justus.group>, lwdogs@justus.group
Subject: Re: Hearing on Leisure World Site Plan (new admin. bldg.)

I agree. Let them come to us and experience what consensus means firsthand since our GM doesn't get it.

Sent from my iPhone

From: Tom Conger <taconger41@gmail.com>
Date: August 1, 2018 3:23:03 PM EDT
To: casey.anderson@mncppc.org
Cc: admin@justus.group
Subject: Hearing on Leisure World Site Plan (new admin. bldg.)

Dear Chairman Anderson:

When I was a planner here in Montgomery County in 1969 (I worked in the Montgomery County Executive's Office of Program Coordination), I attended a hearing put on by Park and Planning at the GEICO auditorium. The subject of the hearing was the Bethesda-Chevy Chase Master Plan, and the place was packed due to intense community interest. The reason I reminisce about this relates to the parallels of today. We have a hearing coming up on the site plan for Leisure World's administration building. This hearing is likewise of great interest in our community of 8,500 residents.

You may recall that we packed the M-NCPPC hearing room on November 30, 2017, for the first hearing on the site plan. So, my request of you is simple: Please arrange to have the hearing on the site plan here in Leisure World. I can almost guarantee you will draw in excess of 350 residents/owners, all of whom have a stake in how all of this turns out. Also, this will likely please the more than 2,000 Leisure World people who signed the petition requesting a referendum on whether to renovate the existing building or build a new one.

Please help us in our quest to find out what the CONSENSUS of the community truly is.

Tom Conger
Mutual 18
(3536 Fitzhugh Lane Leisure World)

slkatzman

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Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Saturday, August 4, 2018 2:23 PM
To: mont.co.planningboard@justus.group; Montgomery County Council; LW Board of Directors; justus organization; members@townmeetingorganization.com; LW Green; lwdogs@justus.group; vaughn stewart
Subject: Reasons Not to Renew Flannery's Employment Agreement -by Tom Conger

From: Tom Conger <taconger41@gmail.com>
Date: August 4, 2018 9:44:03 AM EDT
To: admin@justus.group
Subject: Reasons Not to Renew Flannery's Employment Agreement

On November 30, 2017, the Montgomery County Planning Board deferred action on the site plan to construct a new administration building.

In doing so, the commissioners admonished the Leisure World applicants to return to the community and seek **CONSENSUS**.

Rather than seeking **consensus**, Kevin Flannery visited all of the mutuals, presenting to them a revised site plan that was a slightly modified version of the original. When asked at one mutual meeting why he wasn't attempting to seek **consensus**, Flannery replied that he was never instructed to do so.

This obfuscation of factual information to the detriment of our community is one of the principal reasons why Kevin Flannery's employment contract should **NOT** be renewed.

Another is the intentional neglect of the existing administration building. When Flannery made his new building presentation to my mutual (#18), a handful of residents, including myself, asked questions. My question to Flannery was, "Why have you not maintained the existing building and allowed it to fall into disrepair?"

His answer was, "I have properly maintained it" (this is a lie) - conforms to his general demeanor when he is dealing with ordinary Leisure World residents--rude, threatening, intimidating, and demeaning.

see for yourselves:

Links to Gallery Pages:

Code Violations, Health Department Violations, Hazardous Material, Drainage, Neglect, Cosmetics, Permanent Records Storage, Security Fence Problems, Community Area, LW-GM Must Resign

Tom Conger

slkatzman

President, JustUs -conscience of the community

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email: admin@justus.group

town meeting organization (TMO)

website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Tuesday, August 14, 2018 12:06 PM
To: Shirley, Lori; Mills, Matthew; mont.co.planningboard@justus.group
Cc: justus organization; LW Green; members@townmeetingorganization.com; Marc Elrich; vaughn stewart; Montgomery County Council
Subject: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!
Importance: High

Thank you Lori:

1. @ the LW CPAC meeting yesterday, Nicole Gerke stated now, "they" expect to submit their latest "revised" plan by the end of the month and that they expect a P&P hearing will be held @ the end of Sept.

2. Leisure World has yet to seek resident **CONSENSUS** for THEIR attempt to obtain Mont.Co. Planning Board approval of THEIR plan to use OUR money for THEIR unwanted and contrived scheme. The reason is evident: THEY are acutely aware that the majority are opposed to use of member/unit owners funds for a building that will add NOTHING to the value of our homes and/or the community in general.

3. Please provide the link showing all of the LW resident emails sent to yours and the planning board attention.

4. There has been no reply from Matt Mills, Esq. re: the many requests that any hearing on this matter be held in Leisure World.

slk

From: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>
Date: August 14, 2018 11:35:34 AM EDT
To: "admin@justus.group" <admin@justus.group>, "mont.co.planningboard@justus.group" <mont.co.planningboard@justus.group>
Cc: justus organization <justus@justus.group>, LW Green <lwgreen@justus.group>, "members@townmeetingorganization.com" <members@townmeetingorganization.com>, Montgomery County Council <county.council@montgomerycountymd.gov>, Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>, vaughn stewart <vaughnstewart3@gmail.com>, "Mills, Matthew" <matthew.mills@mncppc.org>, "Sanders, Carrie" <carrie.sanders@montgomeryplanning.org>, "Butler, Patrick" <patrick.butler@montgomeryplanning.org>
Subject: RE: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Sheryl,

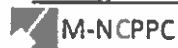
I've checked in the Department's DARC Division and the revised plans have not been submitted.

Lori Shirley
Planner Coordinator I Area 2 Division I Regulatory Team
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, Maryland 20910

T 301-495-4557

E Lori.Shirley@montgomeryplanning.org

W MontgomeryPlanning.org



From: "admin@justus.group" <admin@justus.group>

Date: August 9, 2018 7:05:21 PM EDT

To: Lori Shirley <lori.shirley@montgomeryplanning.org>, mont.co.planningboard@justus.group

Cc: justus organization <justus@justus.group>, LW Green <lwgreen@justus.group>, members@townmeetingorganization.com, Montgomery County Council <county.council@montgomerycountymd.gov>, Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>, vaughn stewart <vaughnstewart3@gmail.com>

Subject: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Lori:

What is the status?

slk

From: admin@justus.group

Date: August 1, 2018 9:27:28 AM EDT

To: Lori Shirley <lori.shirley@montgomeryplanning.org>, mont.co.planningboard@justus.group

Cc: justus organization <justus@justus.group>, members@townmeetingorganization.com, LW Green <lwgreen@justus.group>, Matt Mills <matthew.mills@mncppc.org>, ben kramer <kramerdelegate19@aol.com>, vaughn stewart <vaughnstewart3@gmail.com>, Carrie Sanders <carrie.sanders@montgomeryplanning.org>, patrick butler <patrick.butler@montgomeryplanning.org>

Subject: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Thank you Lori.

The LW representatives who keep lying in public to the residents, including **THE BIG LIE** told by General Manager Kevin Flannery that he was not told to gain "**CONSENSUS**"-----

must be penalized in the i.e. **denial of application.**

slk

From: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>

Date: August 1, 2018 9:18:23 AM EDT

To: JustUs admin <admin@justus.group>

Cc: "Mills, Matthew" <matthew.mills@mncppc.org>, justus organization <justus@justus.group>, "members@townmeetingorganization.com" <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>, "lwdogs@justus.group" <lwdogs@justus.group>, ben kramer <kramerdelegate19@aol.com>, vaughn stewart <vaughnstewart3@gmail.com>, "Sanders, Carrie" <carrie.sanders@montgomeryplanning.org>, "Butler, Patrick" <patrick.butler@montgomeryplanning.org>

Subject: RE: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Good morning Sheryl,

I just checked in the DARC Division. No submittal from the Leisure World applicant has been received.

Lori Shirley
Planner Coordinator I Area 2 Division I Regulatory Team
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, Maryland 20910
T 301-495-4557
E Lori.Shirley@montgomeryplanning.org
W MontgomeryPlanning.org



From: JustUs admin <admin@justus.group>
Sent: Tuesday, July 31, 2018 10:47 AM
To: Shirley, Lori <lori.shirley@montgomeryplanning.org>
Cc: Mills, Matthew <matthew.mills@mncppc.org>; justus organization <justus@justus.group>; members@townmeetingorganization.com; LW Green <lwgreen@justus.group>; lwdogs@justus.group; ben kramer <kramerdelegate19@aol.com>; vaughn stewart <vaughnstewart3@gmail.com>; Sanders, Carrie <carrie.sanders@montgomeryplanning.org>; Butler, Patrick <patrick.butler@montgomeryplanning.org>
Subject: Re: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

Lori:

I have not received notification from you identifying receipt of LW re-submission. However, just now @ the LW BOD meeting, Tom Snyder, LWMD Asst. Gen. Manager announced that there will be a hearing in Sept.

Your reply upon receipt is requested.

slk

On Fri, Jul 20, 2018 at 2:33 PM, Shirley, Lori <lori.shirley@montgomeryplanning.org> wrote:

Hi Sheryl,

This morning after receiving your e-mail (below) I checked in the DARC Division and no submittals have been received for the updated site plan. A meeting between the Applicant and Area 2 Regulatory review staff has not been scheduled. Your request that the rescheduled site plan hearing be held at Leisure World should be made to Planning Board Chairman Anderson's office, similar to the request you made last year for the November 30, 2017.

Please let me know if you have any other questions. Thanks.

Lori Shirley
Planner Coordinator
Area 2 Division
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, Maryland 20910
T 301-495-4557
F 301-495-1313

E Lori.Shirley@montgomeryplanning.org
W MontgomeryPlanning.org



From: admin@justus.group <admin@justus.group>
Sent: Friday, July 20, 2018 9:21 AM
To: Shirley, Lori <lori.shirley@montgomeryplanning.org>
Cc: Mills, Matthew <matthew.mills@mncppc.org>; justus organization <justus@justus.group>; members@townmeetingorganization.com; LW Green <lwgreen@justus.group>; lwdogs@justus.group; ben kramer <kramerdelegate19@aol.com>; vaughn stewart <vaughnstewart3@gmail.com>
Subject: Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

1. what is the status of the "updated" LW site plan resubmission?
2. when is the meeting with P&P staff & LW scheduled.
3. this is to request that the rescheduled site plan hearing be held in Leisure World.

slkatzman
President, JustUs
admin@justus.group
conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

From: "admin@justus.group" <admin@justus.group>
Date: July 11, 2018 6:32:12 PM EDT
To: Lori Shirley <lori.shirley@montgomeryplanning.org>, Matt Mills <matthew.mills@mncppc.org>, mont.co.planningboard@justus.group
Cc: justus organization <justus@justus.group>, members@townmeetingorganization.com, LW Green <lwgreen@justus.group>, lwdogs@justus.group, Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>, vaughn stewart <vaughnstewart3@gmail.com>
Subject: : Site Plan 820170120 - staff and applicant meeting - there is NO CONSENSUS!

According to Nicole Gerke - the revised site plan documents were to have been submitted yesterday--- have you received the documents and when will staff/applicant meeting be held?

All Montgomery County Planning Board staff and Commissioners need note:

AT NO TIME HAS THERE EVER BEEN A REQUEST FOR COMMUNITY MEMBER/UNIT OWNER **CONSENSUS.**

when asked publicly, LW General Manager Kevin Flannery continues to deny that the Planning Board ever called for community consensus.

slk

From: JustUs admin <admin@justus.group>
Date: July 9, 2018 9:57:52 AM EDT
To: JustUs <justus@justus.group>, members <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>
Subject: Gerke just said @ CPAC meeting

site plan expected to be submitted tomorrow to Park & Planning staff

4 binders to also be presented to P&P staff to include:

- history of FEP - spec. Admin. Bldg - CH 1

meeting min. from all advisory comm. back to 2012

LW News articles published over the years

comm. activities - Board activities - mutual presentations - news clippings -

no mention of CONSENSUS!

From: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>
Date: June 14, 2018 10:40:21 AM EDT
To: "admin@justus.group" <admin@justus.group>
Subject: RE: Site Plan 820170120 - staff and applicant meeting

Hi Sheryl,

This is the first that I've heard that the revised plans have been resubmitted. I will go to the DARC Division later today and check on that status. It's possible it could be in "intake" at this time. To answer your question about a meeting scheduled with Area 2 staff and the Applicant, no, a meeting has not been scheduled.

Lori Shirley
Planner Coordinator
Area 2 Division
Montgomery County Planning Department
8787 Georgia Avenue
Silver Spring, Maryland 20910
T 301-495-4557
F 301-495-1313
E Lori.Shirley@montgomeryplanning.org
W MontgomeryPlanning.org



From: JustUs admin <admin@justus.group>
Sent: Thursday, June 14, 2018 9:49 AM
To: Mills, Matthew <matthew.mills@mncppc.org>; mont.co.planningboard@justus.group; Montgomery County Council <county.council@montgomerycountymd.gov>; justus organization <justus@justus.group>; members

Appendix T

<members@townmeetingorganization.com>; LW Green <lwgreen@justus.group>; LW Dogs <lwdogs@justus.group>
Cc: Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>; ben kramer
<Benjamin.Kramer@house.state.md.us>; ben shnider <ben@shniderforcouncil.com>; vaughn stewart
<vaughnstewart3@gmail.com>; seth grimes <seth.grimes@gmail.com>
Subject: Fwd: Site Plan 820170120 - staff and applicant meeting

Lori:

Herman Cohen, Chair - LW Security & Transportation Advisory Comm. just stated that LW has submitted their revised site plan to you. Is this a correct statement, and if so, is there a meeting with you/your staff and LW management, scheduled?

Matthew: there has been no reply to the June 5, 2018 email below:

slk

From: admin@justus.group <admin@justus.group>
Date: Tue, Jun 5, 2018 at 6:50 PM
Subject: Site Plan 820170120 - staff and applicant meeting
To: Matt Mills <matthew.mills@mncppc.org>, mont.co.planningboard@justus.group, Montgomery County Council
<county.council@montgomerycountymd.gov>, justus organization <justus@justus.group>, members
<members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>, lwdogs@justus.group
Cc: Marc Elrich <Councilmember.elrich@montgomerycountymd.gov>, ben kramer
<Benjamin.Kramer@house.state.md.us>, ben shnider <ben@shniderforcouncil.com>, vaughn stewart
<vaughnstewart3@gmail.com>, seth grimes <seth.grimes@gmail.com>

Matthew:

simply because staff/applicant meetings are not included in your referenced regulation, does not mean said regulation precludes stakeholder attendance @ any meeting between staff and applicant -- specifically when the stakeholders are the ones footing the bill - NOT the applicant employees.

unless you are able to provide any regulation specifically addressing the issue raised, holding a meeting between staff and LW employees will be in violation of our rights.

slk

Ms. Katzman:

MCPB Regulation 50/59.00.01.06, Evaluation of Applications, states:

...

C. Public Participation.

Any individual or organization with an interest in or concern about a proposed development or specific application may participate in the review and approval process by:

- Attending the pre-submission community meeting organized and held by the applicant before an application is submitted to the Planning Department;
- Reviewing information about the submitted plan application online at the Planning Department website; and
- Attending the DRC meeting scheduled for the application, if applicable. The DRC meeting is not open to public participation, but members of the public may attend and listen to the discussion. Groups should notify DARC staff about their interest in attending the DRC meeting before the scheduled date so that space accommodations can be made.

The meeting you are describing, assuming it even takes place, is not the DRC meeting referenced in the above Regulation. As a result, attendance at the meeting will be limited to the Applicant and Staff.

Thank you.

Matthew T. Mills
Acting Principal Counsel
The Maryland-National Capital Park and Planning Commission
Office of the General Counsel
8787 Georgia Avenue – Suite 205
Silver Spring, Maryland 20910
(301)495-4646
(301)495-2173 (F)

From: admin@justus.group <admin@justus.group>
Sent: Friday, June 01, 2018 12:54 PM
To: Mills, Matthew <matthew.mills@mncppc.org>
Cc: justus organization <justus@justus.group>; members <members@townmeetingorganization.com>
Subject: Site Plan 820170120 - staff and applicant meeting

your reply with any regulation precluding stakeholder attendance from any meeting between P&P staff and applicant, is requested.

slk

From: "admin@justus.group" <admin@justus.group>
Date: May 30, 2018 10:26:00 AM EDT
To: Matt Mills <matthew.mills@mncppc.org>
Cc: Lori Shirley <lori.shirley@montgomeryplanning.org>, justus organization <justus@justus.group>, members <members@townmeetingorganization.com>, LW Green <lwgreen@justus.group>
Subject: Site Plan 820170120 - staff and applicant meeting

of course you cannot "guarantee" there will be a meeting -

Appendix T

however, LW has announced they will be meeting with planning board staff - therefore when asked if this meeting will be open, Lori said she thought not - as such, you are asked to provide any regulation stating that site plan area residents are precluded from attending said meetings.

slk

From: "Mills, Matthew" <matthew.mills@mncppc.org>
Date: May 30, 2018 10:04:52 AM EDT
To: "admin@justus.group" <admin@justus.group>
Cc: "Shirley, Lori" <lori.shirley@montgomeryplanning.org>
Subject: RE: Site Plan 820170120 - staff and applicant meeting

Ms. Katzman:

I will be happy to look into this if you would like, but, as a preliminary matter, I must warn you that there is no guarantee there will actually be any type of meeting when the new application is submitted. It is possible the Applicant could simply drop it off with the Department for our Staff to begin evaluating.

Regards,
Matt Mills

Matthew T. Mills
Acting Principal Counsel
The Maryland-National Capital Park and Planning Commission
Office of the General Counsel
8787 Georgia Avenue – Suite 205
Silver Spring, Maryland 20910
(301)495-4646
(301)495-2173 (F)

Error! Filename not specified

From: admin@justus.group <admin@justus.group>
Sent: Tuesday, May 29, 2018 12:14 PM
To: Mills, Matthew <matthew.mills@mncppc.org>
Cc: Shirley, Lori <lori.shirley@montgomeryplanning.org>
Subject: Site Plan 820170120 - staff and applicant meeting

From: "admin@justus.group" <admin@justus.group>
Date: May 25, 2018 1:00:43 PM EDT
To: Matt Mills <matthew.mills@mncppc.org>
Cc: Lori Shirley <lori.shirley@montgomeryplanning.org>, justus organization <justus@justus.group>
Subject: Site Plan 820170120 - staff and applicant meeting

Matt:

The applicant will be coming back to the staff shortly with their updated site plan.

Is there any rule/regulation that would preclude stakeholder/resident representatives from being in attendance at that meeting for the purpose of observation.

slkatzman

President, JustUs -conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

website: www.justus.group

email: admin@justus.group

town meeting organization (TMO)

website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Tuesday, August 21, 2018 12:23 PM
To: crystal castillo
Cc: nicole gerke; justus organization; members@townmeetingorganization.com; LW Green; lwdogs@justus.group; Montgomery County Council; mont.co.planningboard@justus.group
Subject: Books & Records review: LWMC comprehensive facility condition assessment study

As per § 11B-112. Books and records of homeowners association, you are requested to provide review of the following: any/all LWMC comprehensive facility condition assessment studies conducted on the LW administration building, specifically the study reported to the LWCC BOD as "being conducted" in Feb. 2017.

slkatzman

President, JustUs -conscience of the community

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website: www.justus.group

email: admin@justus.group

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website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: Diane Knott <RDKnott@hotmail.com>
Sent: Wednesday, August 22, 2018 3:19 PM
To: Anderson, Casey; Shirley, Lori
Cc: Sumner Katz
Subject: Leisure World of Maryland Administration Building Site Plan 83027012

August 22, 2018

Casey Anderson, Chair
Lori Shirley, Lead Planner
Montgomery County Park and Planning,

I'm writing to share with the Park and Planning Commissioners, one example of how Leisure World (LW) went about obtaining a consensus regarding the proposed new administration building (AB).

I live in The Overlook in LW. Our Mutual President Ken Muir is a retired Montgomery County school official who is accustomed to public speaking. When I asked Ken why he had voted "yes" for the new AB plans, without any feed back from our residents, he suggested I organize a meeting for The Overlook. I said I would only if I could invite a resident from another Mutual to join me in the debate. I did not want to be set-up to fail since I was so unaccustomed to speaking in front of a large group of people. Ken refused to allow a resident outside of The Overlook to participate.

On November 6, 2017, Ken called a Q & A Information Session for The Overlook regarding a new LW AB. A few weeks in advance of this meeting, Ken distributed a 4-page, very small font document to each of our 260 Overlook units. The residents were asked by Ken to read the text prior to attending the meeting. There were about 85 Overlook residents in attendance.

As requested, Sumner Katz (an Overlook resident and retired attorney) read Ken's Q & A and prepared a response and a series of questions. Sumner distributed copies of his response to the attendees before the meeting began. When called upon, Sumner summarized and highlighted points he questioned in Ken's written Q&A. In no time, Ken interrupted Sumner three different times. Then from behind, Ken grabbed the microphone out of Sumner's hand. Resident's yelled to let Sumner finish but that didn't happen and Sumner's issues went unanswered. It was as if Sumner never said a word.

Furthermore, I brought to this meeting the 2012 A. R. Meyers plans and estimates and posted them in front of the room. I made Ken aware these documents were on display. While Ken did address these plans in his Q&A document, he failed to use these Meyers site plan to support his decision. In my opinion, Ken's lack of inclusion of the Meyers plan was further proof that the chosen site plan is too costly and inferior. A community vote or survey regarding this project should have taken place. After all, in the past, LW has asked the community by survey, e.g. LW name change (although two-thirds of the residents voted for name change – it didn't happen) and recently a survey of residents' computer use. Why no survey for this very costly unwanted project?

I have hard copies of Ken's 4-page Q&A, Sumner's response questioning Ken's Q&A statements, the A. R. Meyers plans and estimates. Feel free to let me know if you'd like me to snail mail a copy to you.

Diane Knott
3100 N. Leisure World Blvd., 707
Silver Spring, MD 20906

From: katzwit@aol.com <katzwit@aol.com>

Sent: Friday, August 10, 2018 2:36 PM

To: RDKnott@hotmail.com

Subject: Re: The Overlook November 2017 Site Plan Meeting

Diane, I am pre- occupied with other matters. I have no objection to your writing something about our meeting here and using my name, if you like. If you want to send me a draft I will be happy to look at it. Thanks. Sumner

Shirley, Lori

From: admin@justus.group
Sent: Tuesday, August 28, 2018 2:58 PM
To: mont.co.planningboard@justus.group
Cc: Montgomery County Council; vaughn stewart
Subject: Mold in the Administration Building

From: Tom Conger <taconger41@gmail.com>
Date: August 28, 2018 2:46:01 PM EDT
To: JustUs admin <admin@justus.group>
Subject: Mold in the Administration Building

Today, in the early part of the Leisure World Board of Directors meeting (8/28/2018), Kevin Flannery's assistant Nicole Gerke stated that management is now in the process of doing a total mold assessment in the administration building. Ms Gerke offered no reason why, all of a sudden, she and Flannery are so concerned about the health and welfare of Leisure World residents and employees. Heck, for decades, management has failed to properly maintain the building. Why is it so important now? Are they doing it out of the goodness of their hearts? Have they changed? Are they suddenly "good managers?"

Well, here's probably the truth of the matter: They are being forced to do it by County and/or State environmental officials. If they don't bring the building to a healthful condition, it is possible that an order would be issued to close down the building.

In "open forum," when Leisure World residents are allowed to speak for 2 minutes, I gave my opinion: "Since you're now going to fix the mold problem, why do you need to spend millions of dollars on a new building (It started out at \$5.2 Million, then jumped to over \$7 Million, and will probably end up at \$10 Million)?"

My comment fell on deaf ears, as expected.

Tom Conger Mutual 18

slkatzman

President, JustUs -conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

website: www.justus.group

email: admin@justus.group

town meeting organization (TMO)

website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”

Shirley, Lori

From: admin@justus.group
Sent: Tuesday, August 28, 2018 2:57 PM
To: mont.co.planningboard@justus.group
Cc: ben kramer; vaughn stewart; Marc Elrich
Subject: 2019-012 Sheryl Katzman v. Leisure World Notice of Complaint.pdf
Attachments: Notice of Complaint.pdf; s.katzman vs. LWCC - complaint_form-5.pdf; Count #1 Desired Actions.docx; Complaining Party.docx; Exhibit #1 Maryland Homeowners Association Act copy.pdf; exhibit #3- Brantley email to Kramer .pdf; exhibit#4- Montgomery County Code Chapter 10B copy.pdf; exhibit #5-LWCC_Bylaws_Rev_01 2013-2.pdf; Count #1 Desired Actions.docx

From: "Anders, Mark" <Mark.Anders@montgomerycountymd.gov>
Date: August 28, 2018 8:58:34 AM EDT
To: "board@lwmc.com" <board@lwmc.com>, "nmrats80@gmail.com" <nmrats80@gmail.com>
Cc: "admin@justus.group" <admin@justus.group>
Subject: 2019-012 Sheryl Katzman v. Leisure World Notice of Complaint.pdf

Dear Sir or Madam:

Please see attached. **Do note that there is now a stay effective immediately.**

Sincerely,

Mark H. Anders
email: mark.anders@montgomerycountymd.gov
(240) 777-3662
Department of Housing and Community Affairs
Common Ownership Communities
1401 Rockville Pike, 4th floor
Rockville, Maryland 20852
Website: www.montgomerycountymd.gov/ccoc
STAY IN TOUCH WITH THE CCOC THROUGH "eSubscribe." To enroll, follow this link:



DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Isiah Leggett
County Executive

August 28, 2018

Leisure World Community Corporation
Leisure World of Maryland
3701 Rossmoor Blvd.
Silver Spring, Maryland 20906

Re: Case No. 2019-012 Sheryl Katzman v. Leisure World of Maryland

Dear LWCC and LWD:

This is to inform you of the formal complaint filed with the County Board of Elections claiming that you have failed to hold elections in violation of the County Board of Elections Association Act Section 11B-106.1.

- (e) When a dispute is filed with the Commission, the Commission will not take any action to enforce or implement the dispute resolution process until filing a civil action under subsection 10-101 is completed.

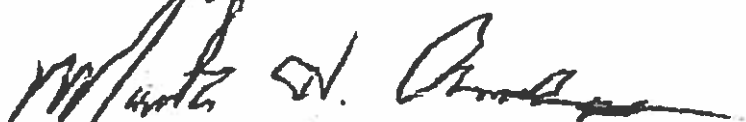
Each party to this complaint must participate in a mediation conference scheduled by the Commission after the staff completes its review of the complaint submitted by the other party.

Each complaint, response, or other document filed with the Commission must indicate the date that a copy of the document, along with a copy to the other party.

Finally, all communications between the Commission and the other party to the dispute. The staff will maintain all communications. To avoid misunderstandings, we record all communications on this dispute be in writing or by email.

We appreciate your prompt attention to this complaint.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark H. Anders", written over a horizontal line.

Mark H. Anders, Commission Staff

From: "Anders, Mark" <Mark.Anders@montgomerycountymd.gov>
Date: August 28, 2018 9:00:06 AM EDT
To: "kevin@lwmc.com" <kevin@lwmc.com>, "nmrats80@gmail.com" <nmrats80@gmail.com>, "board@lwmc.com" <board@lwmc.com>
Cc: "admin@justus.group" <admin@justus.group>
Subject: 2019-012 Complaint - S. Katzman vs. Leisure World Community Corporation

Dear Sir or Madam:

Please find the attachment that accompany Ms. Katzman's complaint.

Thank you.

Mark H. Anders
email: mark.anders@montgomerycountymd.gov
(240) 777-3662
Department of Housing and Community Affairs
Common Ownership Communities
1401 Rockville Pike, 4th floor
Rockville, Maryland 20852
Website: www.montgomerycountymd.gov/ccoc

STAY IN TOUCH WITH THE CCOC THROUGH "eSubscribe." To enroll, follow this link:
<https://public.govdelivery.com/accounts/MDMONTGOMERY/subscriber/new>
We've moved! Please note new address above.

(exhibit #2):

MHAA Act §11B-103 extract:

§ 11B-103. Variance of title's provisions and waiver of rights conferred by title's requirements, limitations, or prohibitions prohibited.

Except as expressly provided in this title, the provisions of this title may not waive rights conferred by this title may not be waived. A declarant or vendor may not use an attorney or use any other device to evade the requirements, limitations, or

slkatzman

President, JustUs -conscience of the community

"JustUs" advocates to enhance the quality of life for all Leisure World residents

website: www.justus.group

email: admin@justus.group

town meeting organization (TMO)

website: www.townmeetingorganization.com



Albert Einstein – “We cannot solve our problems with the same level of thinking that created them.”



DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

Isiah Leggett
County Executive

Clarence J. Snuggs
Director

August 28, 2018

Leisure World Community Corporation
Leisure World of Maryland
3701 Rossmoor Blvd.
Silver Spring, Maryland 20906

Re: Case No. 2019-012 Sheryl Katzman v. Leisure World Community Corporation and Leisure World of Maryland

Dear LWCC and LWD:

This is to inform you of the formal complaint filed against you by Sheryl Katzman, who claims that you have failed to hold elections in violation of State of Maryland Homeowner's Association Act Section 11B-106.1.

Enclosed for your review is a copy of the original complaint form as it was submitted to this Office. You should keep it for your records. I also enclose a copy of the Commission's Dispute Resolution Procedures as well. Please read these carefully and be sure that you follow them throughout the process.

I request a written response indicating your position on the issues raised in this complaint together with copies of the documents relevant to your position. Please send your written response to this Office within thirty (30) days of the date of this letter. **If you do not answer this complaint, the complaining party can request that the Commission enter a default judgment against you without a hearing and without any evidence from you.** (For a copy of the Commission's "Default Judgment Procedures" please visit the Commission's website at www.montgomerycountymd.gov/ccoc or call this office and ask us to mail you a copy.)

Please also send me a copy of the most recent annual notice you sent to your members which advises them about the CCOC and the services it offers. This notice is required by law.

Be advised that Chapter 10B-9(e) of the Montgomery County Code, 1994, as amended, states:

10B-9. Filing of disputes; exhaustion of association remedies.

Division of Housing

Affordable Housing Common Ownership Communities Landlord-Tenant Affairs Multifamily Housing

1401 Rockville Pike, 4th Floor • Rockville, Maryland 20852 • 240-777-0311 • 240-777-3691 FAX • montgomerycountymd.gov/dhca

- (e) When a dispute is filed with the Commission, a community association must not take any action to enforce or implement the association's decision, except filing a civil action under subsection (f), until the process under this Article is completed.

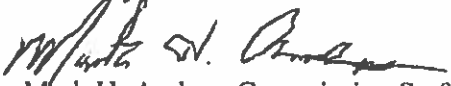
Each party to this complaint must participate, either in person or through its legal representative, in any mediation conference scheduled through the Department of Housing and Community Affairs after the staff completes its review of the complaint and any response submitted by the other party.

Each complaint, response, or other document filed with the staff by a party to this complaint must indicate the date that a copy of the document, along with any attachments, was mailed to the other party.

Finally, all communications between the Commission's staff and a party will be shared with the other party to the dispute. The staff will not accept "private" or "confidential" communications. To avoid misunderstandings, we recommend and prefer that all communications on this dispute be in writing or by email.

We appreciate your prompt attention to this complaint and your assistance resolving it.

Sincerely,



Mark H. Anders, Commission Staff

email: mark.anders@montgomerycountymd.gov

Enclosures: Complaint, Chapter 10B, Regulation 10B.06, What is Mediation?
Cc: Sheryl Katzman

SENT BY CERTIFIED MAIL

Complaining Party: S.Katzman

Complaining Party Address:

3536 Chiswick Court - Silver Spring, Md. 20906

Phone: 240-433-3386

Responding Party's Names:

Paul Eisenhaur

14620 Deerhurst Terrace –S.S.Md. 20906

:email: p_eisenhaur@comcast.net

LWCC Board of Directors: (email): board@lwmc.com

LWCC Executive Committee: (email):

execcomm@lwmc.com

past LWCC BOD chairs:

(2015-2016):David Frager-2901 S.Leisure World

Blvd.#511

S.S.Md. 20906

email: davidfrager@gmail.com

(2008-2011) Marian Altman-15004 Westholm Ct.

S.S.Md. 20906

email: marianaaltman@comcast.net

Responding Party's addresses:

Address under dispute if different:

3701 Rossmoor Blvd. Silver Spring, Md. 20906



COMMISSION ON COMMON OWNERSHIP COMMUNITIES
COMPLAINT FORM

CASE NO. _____
 (Office use only)

Your complaint will not be filed if you do not respond to questions #1 -3:

1. Exhaustion of Remedies:

a) If the complaining party is an association:

Does your community's governing documents provide a procedure or remedy for resolving a dispute of the kind raised in this complaint and have you followed that procedure?

(If yes, attach a copy of the procedure and the documents used.)

☒ Yes ☐ No ☐ N/A

b) If your association has no written procedures for the resolution of this type of dispute, has the association done the following: i) given the member or resident written notice of the alleged violation and of the right to a hearing with the board of directors; ii) held a hearing with the board of directors if one was requested; and iii) given written notice of the board's decision on the dispute together with notice of the member or resident's right to appeal the decision to the CCOC?

(If yes, attach a copy of the notices and other correspondence.)

☐ Yes ☐ No ☐ N/A

c) If the complaining party is a member or resident:

Does your association have a written procedure for resolving your dispute and, if so, have you used those procedures and given the association at least 60 days to resolve your dispute or reject it?

(If yes, attach a copy of the procedures and correspondence involved.)

☒ Yes ☐ No ☐ N/A

d) If your association has no written procedures for resolving this type of dispute, have you given written notice of your dispute to the board of directors and a reasonable time to resolve it?

(If yes, attach a copy of the notices and correspondence involved.)

☐ Yes ☐ No ☐ N/A

Dates on which you notified the association of your dispute:

2. Have you provided a complete set of the association's most current governing documents? ☒ Yes ☐ No

What format are you using to provide these documents?

☐ A paper copy is enclosed.

☐ A .pdf has been attached to an email dated: sent from:

☒ They can be found at the following web address: [https://leisureworldmaryland.com/media/LWCCBylawsRevised](https://leisureworldmaryland.com/media/LWCCBylawsRevised.pdf)

Password, if necessary to retrieve documents:

3. Are you mailing a check for the \$50.00 filing fee, made out to "Montgomery County, MD". ☐ Yes ☒ No

please see attached

Name on Check or Money Order:

Check #:

4. COMPLAINING PARTY (the party filing the complaint, i.e. "Complainant")

Complaining Party's Name: s.katzman

Complaining Party's Address: 3536 chiswick court
silver spring, md. 20906

Address under dispute if different:

Home Phone: (240) 433-3386

Office Phone: (240) 433-3386

Extension

Email: admin@justus.group

Fax:

5. Complainant's status (please check one):☐

Association

☐

Unit Owner

☐

Lot Owner

☒

Member

☐

Resident/Occupant

6. FULL LEGAL NAME OF THE ASSOCIATION:

leisure world community corporation and leisure world of maryland

7. Association's status (please check one):☐

Condominium

☐

Cooperative

☒

Homeowners' Association

8. RESPONDING PARTY (the party against whom the complaint is being filed, i.e. the "Respondent"):

Responding Party's Name: see attached:

Responding Party's Address: see attached

Address under dispute if different:

3701 Rossmoor Blvd. Silver Spring, Md. 20906

Home Phone: (240) 433-3386

Office Phone: (240) 433-3386

Extension

Email: see attached

Fax:

9. Respondent's status (please check one):☒

Association

☐

Unit Owner

☐

Lot Owner

☐

Member

☐

Resident/Occupant

Your responses in sections #10-12 will be used by the Commission when deciding if they have jurisdiction over your complaint. If the dispute goes to a hearing, the Complaint Form and your attachments are the first things the hearing panel will read. Make sure they can understand what your complaint is about, and what you want the other party to do.

10. THIS COMPLAINT INVOLVES: (Check as appropriate)

a) The authority of a governing body, under any law or association document, to:

- ☒ require any person to take any action, or not to take any action, involving a unit or a common element
- ☒ require any person to pay a fee, fine, or assessment
- ☒ spend association funds
- ☒ alter or add to a common area or element

b) The failure of a governing body, when required by law or an association document, to:

- ☒ properly conduct an election
- ☐ give adequate notice of a meeting or other action
- ☒ properly conduct a meeting
- ☒ maintain or audit books and records
- ☒ allow inspection of books and records
- ☒ properly adopt a budget or rule
- ☒ maintain or repair the common element if that results in damage to person or property
- ☒ exercise its discretion in good faith concerning the enforcement of any rule against any person who is subject to that rule

11. SUMMARY OF COMPLAINT:

I reserve the right to amend this complaint and will be amending the remedies within 14 days.

Count #1: Failure to hold election(s) in violation of: State of Maryland Homeowners Association Act §11B-106.1a (hereinafter called MHAA) and the Montgomery County Code §10B-8.(4)(B)

Are details of the complaint being provided in a separate email attachment or mailing? ☒ Yes ☐ No

12. DESIRED ACTIONS: What do you want the other party to do to resolve your complaint?

see attached

13. ACCOMMODATION: (Please be as specific as possible) In order to participate in this process, I am requesting the following accommodation:

I understand that I will be expected to participate in mediation sessions, investigative inquiries, and/or hearings, and am prepared to participate fully as requested by staff and the Commission.

I hereby certify that the statements in this form and in any attached documents are true and complete to the best of my knowledge, information and belief.

Signature

Print Name s.l.katzman

Date August 28, 2018

Position on Board of Directors (if applicable)

If you do not have a digital signature, type your name here in lieu of signing for e-mail submission. This facsimile signature confirms your agreement to the statements above.

s. l. katzman

If the Complainant is an association, this form must be signed by the president or vice-president of the board of directors. Property managers may not sign a complaint on behalf of the association.

Automatic Stay: Once a dispute is found to exist between an association and its member or resident, the association must notify the member or resident of their right to file the dispute with the Commission and may not take any action to enforce its decision for 14 days after that notification.

Once a member or resident files a complaint with the Commission, a stay of the Association's action is automatically imposed, and the association may not take any action to enforce its decision, other than filing a civil action in court, until the Commission disposes of the case or lifts the stay.

The association may seek to lift the stay by submitting a written request to the Commission. The association must serve a copy of its request on any other party named in the dispute, who has 10 days to oppose the request. The request to lift the stay may only be granted if the Commission panel finds that:

a) enforcing the stay would result in undue harm to the community association, or b) lifting the stay will not result in undue harm to the rights or interests of any opposing party.

Communications: Once the initial complaint is filed, staff will not accept any "confidential" or "private" communications from a party. To avoid the risk of misunderstandings, or legal objections that may invalidate your evidence, all communications must be in writing.

It is the responsibility of each party to ensure that all further communications filed with staff are also copied to the other parties (e.g. complaints and responses, amendments to complaints, documents, or other attachments). All communications should be dated, with proof of delivery.

E-mail, mail by USPS, or otherwise deliver the complaint form, attachments, governing documents, and filing fee to:

**Commission on Common Ownership Communities
Department of Housing and Community Affairs
1401 Rockville Pike, 4th Floor
Rockville, MD 20852**

Email: ccoc@montgomerycountymd.gov

CCOC February 2018

MARYLAND HOMEOWNERS ASSOCIATION ACT

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§ 11B-101. Definitions.

(a) *In general.* — In this title the following words have the meanings indicated, unless the context requires otherwise.

(b) *Common areas.* — “Common areas” means property which is owned or leased by a homeowners association.

(c) *Declarant.* — “Declarant” means any person who subjects property to a declaration.

(d) *Declaration.*

(1) “Declaration” means an instrument, however denominated, recorded among the land records of the county in which the property of the declarant is located, that creates the authority for a homeowners association to impose on lots, or on the owners or occupants of lots, or on another homeowners association, condominium, or cooperative housing corporation any mandatory fee in connection with the provision of services or otherwise for the benefit of some or all of the lots, the owners or occupants of lots, or the common areas.

(2) “Declaration” includes any amendment or supplement to the instruments described in paragraph (1) of this subsection.

(3) “Declaration” does not include a private right-of-way or similar agreement unless it requires a mandatory fee payable annually or at more frequent intervals.

(e) *Depository; homeowners association depository.* — “Depository” or “homeowners association depository” means the document file created by the clerk of the court of each county and the City of Baltimore where a homeowners association may periodically deposit information as required by this title.

(f) *Development.*

(1) “Development” means property subject to a declaration.

(2) “Development” includes property comprising a condominium or cooperative housing corporation to the extent that the property is part of a development.

(3) “Development” does not include a cooperative housing corporation or a condominium.

(g) *Electronic transmission.* — “Electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that:

(1) May be retained, retrieved, and reviewed by a recipient of the communication; and

(2) May be reproduced directly in paper form by a recipient through an automated process.

(h) *Governing Body.* — “Governing Body” means the homeowners association, board of directors, or other entity established to govern the development.

(i) *Homeowners association.*

(1) “Homeowners association” means a person having the authority to enforce the provisions of a declaration.

(2) “Homeowners association” includes an incorporated or unincorporated association.

(j) *Lot.*

(1) “Lot” means any plot or parcel of land on which a dwelling is located or will be located within a development.

(2) “Lot” includes a unit within a condominium or cooperative housing corporation if the condominium or cooperative housing corporation is part of a development.

(k) *Primary development.* — “Primary development” means a development such that the purchaser of a lot will pay fees directly to its homeowners association.

(l) *Recorded covenants and restrictions.* — “Recorded covenants and restrictions” means any instrument of writing which is recorded in the land records of the jurisdiction within which a lot is located, and which instrument governs or otherwise legally restricts the use of such lot.

(m) *Related development.* — “Related development” means a development such that the purchaser of a lot will pay fees to the homeowners association of such development through the homeowners association of a primary development or another development.

(n) *Unaffiliated declarant.* — “Unaffiliated declarant” means a person who is not affiliated with the vendor of a lot but who has subjected such property to a declaration required to be disclosed by this title.

§ 11B-102. Applicability of title and §§ 11B-105 through 11B-108 and 11B-110.

(a) *Homeowners associations in existence after July 1, 1987.* — Except as expressly provided in this title, the provisions of this title apply to all homeowners associations that exist in the State after July 1, 1987.

(b) *Applicability of §§ 11B-105 and 11B-108.* — The provisions of §§ 11B-105 and 11B-108 of this title do not apply to the initial sale of lots within the development to members of the public if on July 1, 1987:

(1) More than 50 percent of the lots included within or to be included within the development have been sold under a bona fide arm’s length contract to members of the public who intend to occupy or rent the lots for residential purposes; and

(2) Less than 100 lots included within or to be included within the development have not been sold under a bona fide arm’s length contract to members of the public who intend to occupy or rent the lots for residential purposes.

(c) *Applicability of § 11B-110.* — The provisions of § 11B-110 of this title do not apply to common area improvements substantially completed before July 1, 1987.

(d) *Applicability of § 11B-105* — The provisions of § 11B-105 of this title do not apply to developments containing 12 or fewer lots or in which 12 or fewer lots remain to be sold as of July 1, 1987.

(e) *Property to which title does not apply; exception.* — Except as provided in § 11B-101(f) of this title, this title does not apply to any property which is:

(1) Part of a condominium regime governed by Title 11 of this article;

(2) Part of a cooperative housing corporation; or

(3) To be occupied and used for nonresidential purposes.

(f) *Contracts to which §§ 11B-105, 11B-106, 11B-107, and 11B-108 do not apply.* — For any contract for the sale of a lot that is entered into before July 1, 1987, the provisions of §§ 11B-105, 11B-106, 11B-107, and 11B-108 of this title do not apply.

§ 11B-103. Variance of title's provisions and waiver of rights conferred thereby, and evasion of title's requirements, limitations, or prohibitions prohibited.

Except as expressly provided in this title, the provisions of this title may not be varied by agreement, and rights conferred by this title may not be waived. A declarant or vendor may not act under a power of attorney or use any other device to evade the requirements, limitations, or prohibitions of this title.

§ 11B-104. Building code or zoning laws, ordinances, and regulations to be given full force and effect; local laws, ordinances, or regulations; alternative dispute resolution.

(a) *Building code or zoning laws, ordinances, and regulations to be given full force and effect.* — The provisions of all laws, ordinances, and regulations concerning building codes or zoning shall have full force and effect to the extent that they apply to a development and shall be construed and applied with reference to the overall nature and use of the property without regard to whether the property is part of a development.

(b) *Local laws, ordinances, or regulations.* — A local government may not enact any law, ordinance, or regulation which would:

(1) Impose a burden or restriction on property which is part of a development because it is part of a development;

(2) Require that additional disclosures relating to the development be made to purchasers of lots within the development, other than the disclosures required by § 11B-105, § 11B-106, or § 11B-107 of this title;

(3) Provide that the disclosures required by § 11B-105, § 11B-106, or § 11B-107 of this title be registered or otherwise subject to the approval of any governmental agency;

(4) Provide that additional cancellation rights be provided to purchasers, other than the cancellation rights under § 11B-108(b) and (c) of this title;

(5) Create additional implied warranties or require additional express warranties on improvements to common areas other than those warranties described in § 11B-110 of this title; or

(6) Expand the open meeting requirements of § 11B-111 of this title or open record requirements of § 11B-112 of this title.

(c) *Alternative dispute resolution.* — Subject to the provisions of this title, a code home rule county located in the Southern Maryland class, as identified in Article 25B, § 2 of the Code, may establish a homeowners association commission with the authority to hear and resolve disputes between a homeowners association and a homeowner regarding the enforcement of the recorded covenants or restrictions of the homeowners association by providing alternative dispute resolution services, including binding arbitration.

§ 11B-105. Initial sale of lots in developments containing more than 12 lots.

(a) *Contract.* — A contract for the initial sale of a lot in a development containing more than 12 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, at or before the time a contract is entered into between the vendor and the purchaser, or within 7 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;

(2) The purchaser is given notice of any changes in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist or any other substantial and material amendment to the disclosures after the same becomes 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 7 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-105 (b) of the Act (the "MHAA information") as follows: (The notice shall include at this point the text of § 11B-105 (b) in its entirety).

If you have not received all of the MHAA information 5 calendar days or more before entering in to 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;
- (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."

(b) *Information to be supplied by vendor.* — The vendor shall provide the purchaser the following information in writing:

- (1) (i) The name, principal address, and telephone number of the vendor and of the declarant, if the declarant is not the vendor; or
 - (ii) If the vendor is a corporation or partnership, the names and addresses of the principal officers of the corporation, or general partners of the partnership;
- (2) (i) The name, if any, of the homeowners association; and
 - (ii) If incorporated, the state in which the homeowners association is incorporated and the name of the Maryland resident agent;

(3) A description of:

(i) 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; and

(ii) Any property owned by the declarant or the vendor contiguous to the development which is to be dedicated to public use;

(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) 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 and the 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;

(7) A description or statement of any property which is currently planned to be owned, leased, or maintained by the homeowners association;

(8) A copy of the estimated proposed or actual annual budget for the homeowners 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 in part;

(10) (i) A brief description of zoning and other land use requirements affecting the development; or

(ii) A written disclosure of where the information is available for inspection.

(11) A statement regarding:

(i) When mandatory homeowners association fees or assessments will first be levied against owners of lots;

(ii) The procedure for increasing or decreasing such fees or assessments;

(iii) How fees or assessments and delinquent charges will be collected;

(iv) Whether unpaid fees or assessments are a personal obligation of owners of lots;

(v) Whether unpaid fees or assessments bear interest and if so, the rate of interest;

(vi) Whether unpaid fees or assessments may be enforced by imposing a lien on a lot under the terms of the Maryland Contract Lien Act; and

(vii) Whether lot owners will be assessed late charges or attorneys' fees for collecting unpaid fees or assessments and any other consequences for the nonpayment of the fees or assessments;

(12) If any sums of money are to be collected at settlement for contribution to the homeowners association other than prorated fees or assessments, a statement of the amount to be collected and the intended use of such funds; and

(13) A description of special rights or exemptions reserved by or for the benefit of the declarant or the vendor, including:

(i) The right to conduct construction activities within the development;

(ii) The right to pay a reduced homeowners association fee or assessment; and

(iii) Exemptions from use restrictions or architectural control provisions contained in the declaration or provisions by which the declarant or the vendor intends to maintain control over the homeowners association.

(c) *Standard for compliance with subsection (b) — In general.* — Except as provided in subsection (d) of this section, 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 disclosure may be summarized or produced in a 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.

(d) *Same — Exception.*

(1) (i) Subject to the provisions of item (ii) of this paragraph, if any of the information required to be disclosed by subsection (b) of this section concerns property that is subjected to a declaration by a person who is not affiliated with the vendor, within 20 calendar days after receipt of a written request from the vendor of such property, and receipt of a reasonable fee therefor not to exceed the cost, if any, of reproduction, an unaffiliated declarant shall notify the vendor in writing of the information that is contained in the depository, and furnish the information necessary to enable the vendor to comply with subsection (b) of this section; and

(ii) An unaffiliated declarant may not be required to furnish information regarding a homeowners association over which the unaffiliated declarant has no control, or with respect to any declaration which the unaffiliated declarant did not file.

(2) A vendor is not liable to the purchaser for any erroneous information provided by an unaffiliated declarant, so long as the vendor provides the purchaser with a certificate stating the name of the person who provided the information along with an address and telephone number for contacting such person.

(e) *Same — Information and disclosures contained in depository.*

(1) 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.

(2) In satisfying a vendor's request for any information described under subsection (b) of this section, a homeowners association:

(i) Shall be entitled to direct the vendor to obtain such information from the depository for all disclosures contained in the depository after June 30, 1989; and

(ii) May not be required to supply a vendor with any information which is contained in the depository.

(f) *Requirements inapplicable to foreclosure sale.* — The provisions of this section do not apply to a sale of a lot in an action to foreclose a mortgage or deed of trust.

§ 11B-106. Resale of lot; initial sale of lot in development containing 12 or fewer lots.

(a) *Contract.* — 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 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;
- (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.”

(b) *Information to be supplied by vendor.* — 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.

(c) *Notice of resale to homeowners association.*

- (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.

(d) *Standard for compliance with subsection (b) — In general.* — 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.

(e) *Same — Reliance on disclosures in depository.* — 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.

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

§ 11B-106.1. Meeting to elect governing body of homeowners association.

(a) *Time of meeting.* A meeting of the members of the homeowners association to elect a governing body of the homeowners association shall be held within:

(1) 60 days from the date that at least 75% of the total number of lots that may be part of the development after all phases are complete are sold to members of the public for residential purposes; or

(2) If a lesser percentage is specified in the governing documents of the homeowners association, 60 days from the date specified lesser percentage of the total number of lots in the development after all phases are complete are sold to members of the public for residential purposes.

(b) *Notice to lot owners.*

(1) Before the date of the meeting held under subsection (a) of this section, the declarant shall deliver to each lot owner notice that the requirements of subsection (a) of this section have been met.

(2) The notice shall include the date, time, and place of the meeting to elect the governing body of the homeowners association.

(c) *Term of members of governing body.* The term of each member of the governing body of the homeowners association appointed by the declarant shall end 10 days after the meeting under subsection (a) of this section is held, if a replacement board member is elected.

(d) *Delivery of required items to governing body.* Within 30 days from the date of the meeting held under subsection (a) of this section, the declarant the following items to the governing body at the declarant's expense:

(1) The deeds to the common areas;

(2) Copies of the homeowners association's filed articles of incorporation, recorded declaration, and all recorded covenants, plats, restrictions, and any other records of the primary development and of related developments;

(3) A copy of the bylaws and rules of the primary development and other related developments as filed in the depository of the county in which the development is located;

(4) The minute books, including all minutes;

(5) Subject to the restrictions of §11B-112 of this title, all books and records of the homeowners association, including financial statements, minutes of any meeting of the governing body, and completed business transactions;

(6) Any policies, rules, and regulations adopted by the governing body;

(7) The financial records of the homeowners association from the date of creation to the date of transfer of control, including budget information regarding estimated and actual expenditures by the homeowners association and any report relating to the reserves required for major repairs and replacement of the common areas of the homeowners association;

(8) A copy of all contracts to which the homeowners association is a party;

(9) The name, address, and telephone number of any contractor or subcontractor employed by the homeowners association;

(10) Any insurance policies in effect;

(11) Any permit or notice of code violations issued to the homeowners association by the county, local, State, or federal government;

(12) Any warranty in effect and all prior insurance policies;

(13) The homeowners association funds, including operating funds, replacement reserves, investment accounts, and working capital;

(14) The tangible property of the homeowners association;;

(15) A roster of current lot owners, including their mailing addresses, telephone numbers, and lot numbers, if known;

(16) Individual member files and records, including assessment account records, correspondence, and notices of any violations; and

(17) Drawings, architectural plans, or other suitable documents setting forth the necessary information for location, maintenance, and repairs of all common areas.

(e) *Contracts of homeowners association.*

(1) This subsection does not apply to a contract entered into before October 1, 2009.

(2) (i) In this subsection, "contract" means an agreement with a company or individual to handle financial matters, maintenance, or services for the homeowners association.

(ii) "Contract" does not include an agreement relating to the provision of utility service or communication systems.

(3) Until all members of the governing body are elected by the lot owners at the transitional meeting under subsection (a) of this section, a contract entered into by governing body may be terminated, at the discretion of the governing body, without liability for the termination, not later than 30 days after notice.

(f) *Failure to comply with section.* If the declarant fails to comply with the requirements of this section, an aggrieved lot owner may submit the dispute to the Division of Consumer Protection of the Office of the Attorney General under §11-115(c) of this title.

§ 11B-107. Initial sale of lot not intended to be occupied or rented for residential purposes.

(a) *Contract.* — A contract for the initial sale of a lot in a development of any size to a person who does not intend to occupy or rent the lot for residential purposes is not enforceable by the vendor unless:

(1) The purchaser is given, at or before the time a contract is entered into between the vendor and the purchaser, or within 7 calendar days of entering into the contract, the disclosures set forth in subsection (b) of this section;

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

(3) The purchaser is given at or before the time a contract is entered into between the vendor and the purchaser, a notice in a form substantially the same as the following:

“NOTICE

The seller is required by law to furnish you at or before the time a contract is entered into, or within 7 calendar days of entering into the contract, all of the information listed in § 11B-107(b) of the Maryland Homeowners Association Act. The information is as follows: (The notice shall include at this point the text of § 11B-107(b) in its entirety).”

(b) *Information to be supplied by vendor.* — The vendor shall provide the purchaser the following information in writing:

(1) The name, principal address, and telephone number of the vendor and of the declarant, if the declarant is not the vendor;

(2) A description of:

(i) 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; and

(ii) Any property owned by the declarant or the vendor contiguous to the development which is to be dedicated to public use; and

(3) A copy of the bylaws and rules of the primary development, and of other related developments to the extent 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.

(c) *Information contained in depository.* — In satisfying a vendor’s request for any information described under subsection (b) of this section, a homeowners association:

(1) Shall be entitled to direct the vendor to obtain the information from the depository for all disclosures contained in the depository after June 30, 1989; and

(2) May not be required to supply a vendor with any information which is contained in the depository.

(d) *Provisions inapplicable to foreclosure sale.* — The provisions of this section do not apply to a sale of a lot in an action to foreclose a mortgage or deed of trust.

§ 11B-108. Cancellation of contract.

(a) *Failure to receive disclosures required by §11B-105, §11B-106 or §11B-107 — Entry into contract.* — A person who enters into a contract as a purchaser but who has not received all of the disclosures required by § 11B-105, § 11B-106, or § 11B-107 of this title, as applicable, shall, prior to settlement, be entitled to cancel the contract and to the immediate return of deposits made on account of the contract.

(b) *Same — Five calendar days before entry into contract.*

(1) Any purchaser who has not received all of the disclosures required under § 11B-105 or § 11B-106 of this title, as applicable, 5 calendar days or more before the contract was entered into, within 5 calendar days following receipt by the purchaser of the disclosures required by § 11B-105(a) and (b) or § 11B-106(a) and (b) of this title, as applicable, may cancel in writing the contract without stating a reason and without liability on the part of the purchaser.

(2) The purchaser shall be entitled to the return of any deposits made on account of the contract, except that the vendor shall be entitled to retain the cost of reproducing the information specified in § 11B-105(b), § 11B-106(b), or § 11B-107(b) of this title, as applicable, or \$100, whichever amount is less, if the disclosures are not returned to the vendor at the time the contract is canceled.

(c) *Receipt of amendment to disclosure which adversely affects purchaser.* — Any purchaser may within 3 calendar days following receipt by the purchaser of a change in mandatory fees and payments exceeding 10 percent of the amount previously stated to exist or any other substantial and material amendment to the disclosures required by § 11B-105 or § 11B-106 of this title, as applicable, which adversely affects the purchaser, cancel in writing the contract without stating a reason and without liability on the part of the purchaser, and the purchaser shall be entitled to the return of deposits made on account of the contract.

(c-1) If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a purchaser under subsection (a), (b), or (c) of this section shall comply with the procedures set forth in §17-505 of the Business Occupations and Professions Article.

(d) *Waiver of termination of purchaser's rights under section.* — The rights of a purchaser under this section may not be waived in the contract and any attempted waiver is void. However, if any purchaser proceeds to settlement, the purchaser's right to cancel under this section is terminated.

(e) *Reliance on disclosures contained in depository.* — 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.

(f) *Provisions inapplicable to foreclosure sale.* — The provisions of this section do not apply to a sale of a lot in an action to foreclose a mortgage or deed of trust.

§ 11B-109. Untrue statements or omissions by vendor.

(a) *Liability for damages; limitations period.* — Any vendor, required under § 11B-105, § 11B-106, or § 11B-107 of this title to disclose information to a purchaser, who makes an untrue statement of a material fact, or who omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, shall be liable for damages proximately caused by the untrue statement or omission to the person purchasing a lot from that vendor. However, an action may not be maintained to enforce a liability created under this section unless brought within one year after the facts constituting the cause of action have or should have been discovered.

(b) *Exception to liability.* — A vendor may not be liable under subsection (a) if the vendor had, after reasonable investigation, reasonable grounds to believe, and did believe, at the time the information required to be disclosed under § 11B-105, § 11B-106, or § 11B-107 of this title was provided to the purchaser, that the statements were true and that there was no omission to state a material fact necessary to make the statements not misleading.

(c) *Provisions inapplicable to foreclosure sale.* — The provisions of this section do not apply to trustees, mortgagees, assignees of mortgagees or other persons selling a lot in an action to foreclose a mortgage or deed of trust.

§ 11B-110. Warranties; notice of defect.

(a) *Implied and express warranties.*

(1) In addition to the implied warranties on private dwelling units under § 10-203 of this article and the express warranties on private dwelling units under § 10-202 of this article, there shall be an implied warranty to the homeowners association that the improvements to common areas are:

(i) Free from faulty materials;

- (ii) Constructed in accordance with sound engineering standards; and
- (iii) Constructed in a workmanlike manner.

(2) (i) Subject to the provisions of subparagraph (ii) of this paragraph, if the improvements to the common areas were constructed by the vendor, its agents, servants, employees, contractors, or subcontractors, then the warranty on improvements shall be from the vendor of the lots within the development.

(ii) If the improvements to the common areas were constructed on the common areas prior to its conveyance to the homeowners association, then the warranty on improvements shall be from the grantor of the common areas.

(3) (i) The warranty on improvements to the common areas begins with the first transfer of title to a lot to a member of the public by the vendor of the lot.

(ii) The warranty on improvements to common areas not completed at the first transfer of title to a lot shall begin with the completion of the improvement or with its availability for use by lot owners, whichever occurs later.

(iii) The warranty extends for a period of 2 years from commencement under subparagraph (i) or (ii) of this paragraph or 2 years from the date on which the lot owners, other than the declarant and its affiliates, first elect a controlling majority of the members of the governing body of the homeowners association, whichever occurs later.

(4) Suit for enforcement of the warranty on improvements to the common areas may be brought by either the homeowners association or by an individual lot owner.

(b) *Notice of defect.* — Notice of a defect shall be given within the warranty period and suit for enforcement of the warranty shall be brought within one year of the expiration of the warranty period.

(c) *Applicability of warranties.* — Warranties shall not apply to defects caused through abuse or failure to perform maintenance by a lot owner or the homeowners association.

§ 11B-111. Meetings of homeowners association or its governing body.

Except as provided in this title, and notwithstanding anything contained in any of the documents of the homeowners association:

(1) Subject to the provisions of paragraph (4) of this section, all meetings of the homeowners association, including meetings of the board of directors or other governing body of the homeowners association or a committee of the homeowners association, shall be open to all members of the homeowners association or their agents.

(2) All members of the homeowners association shall be given reasonable notice of all regularly scheduled open meetings of the homeowners association.

(3) (i) This paragraph does not apply to any meeting of a governing body that occurs at any time before the lot owners, other than the developer, have a majority of votes in the homeowners association, as provided in the declaration;

(ii) Subject to the subparagraph (iii) of this paragraph and to reasonable rules adopted by a governing body, a governing body shall provide a designated period of time during a meeting to allow lot owners an opportunity to comment on any matter relating to the homeowners association;

(iii) During a meeting at which the agenda is limited to specific topics or at a special meeting, the lot owners' comments may be limited to the topics listed in the meeting agenda; and

(iv) The governing body shall convene at least one meeting each year at which the agenda is open to any matter relating to the homeowners association.

(4) A meeting of the board of directors or other governing body of the homeowners association or a committee of the homeowners association may be held in closed session only for the following purposes:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to the homeowners association's business;
- (iii) Consultation with legal counsel on legal matters;
- (iv) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the homeowners association;
- (vii) Compliance with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or
- (viii) Discussion of individual owner assessment accounts; and

(5) If a meeting is held in closed session under paragraph (4) of this section;

(i) An action may not be taken and a matter may not be discussed if it is not permitted by paragraph (4) of this section; and

(ii) A statement of the time, place, and purpose of a closed meeting, the record of the vote of each board or committee member by which the meeting was closed, and the authority under this section for closing a meeting shall be included in the minutes of the next meeting of the board of directors or the committee of the homeowners association.

§ 11B-111.1. Family day care homes — No-impact home-based businesses.

(a) *Definitions.*

(1) In this section the following words have the meanings indicated.

(2) "Day care provider" means the adult who has primary responsibility for the operation of a family day care home.

(3) "Family day care home" means a unit registered under Title 5, Subtitle 5 of the Family Law Article.

(4) "No-impact home-based business" means a business that:

- (i) Is consistent with the residential character of the dwelling unit;
- (ii) Is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit.
- (iii) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and

(iv) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of transportation or the state or any local governing body designates as hazardous material.

(b) *Applicability.*

(1) The provisions of this section relating to family day care homes do not apply to a homeowners association that is limited to housing for older persons, as defined under the federal Fair Housing Act.

(2) The provisions of this section relating to no-impact home-based-businesses do not apply to a homeowners association that has adopted, prior to July 1, 1999, procedures in accordance with its covenants, declaration, or bylaws for the prohibition or regulation of no-impact home-based businesses.

(c) *Permitted activities.*

(1) Subject to the provisions of subsections (d) and (e)(1) of this section, a recorded covenant or restriction, a provision in a declaration, or a provision of the bylaws or rules of a homeowners association that prohibits or restricts commercial or business activity in general, but does not expressly apply to family day care homes or no-impact home-based businesses, may not be construed to prohibit or restrict:

(i) The establishment and operation of family day care homes or no-impact home-based businesses; or

(ii) Use of the roads, sidewalks, and other common areas of the homeowners association by users of the family day care home.

(2) Subject to provisions of subsections (d) and (e)(1) of this section, the operation of a family day care home or no-impact home-based business shall be:

(i) Considered a residential activity; and

(ii) A permitted activity.

(d) *Express prohibition.*

(1) (i) Except as provided in subparagraph (ii) of this paragraph and subject to the provisions of paragraphs (2) and (3) of this subsection, a homeowners association may include in its declaration, bylaws, or recorded covenants and restrictions a provision expressly prohibiting the use of a residence as a family day care home or no-impact home-based business.

(ii) A homeowners association may not include a provision described under subparagraph (i) of this paragraph expressly prohibiting the use of a residence as a family day care home in its declaration, bylaws, or recorded covenants and restrictions until the lot owners, other than the developer, have 90% of the votes in the homeowners association.

(iii) A provision described under subparagraph (i) of this paragraph expressly prohibiting the use of a residence as a family day care home or no-impact home-based business shall apply to an existing family day care home or no-impact home-based business in the homeowners association.

(2) A provision described under paragraph (1) (i) of this subsection expressly prohibiting the use of a residence as a family day care home or no-impact home-based business may not be enforced unless it is approved by a simple majority of the total eligible voters of the homeowners association, not including the developer, under the voting procedures contained in the declaration or bylaws of the homeowners association.

(3) If a homeowners association includes in its declaration, bylaws, or recorded covenants and restrictions a provision prohibiting the use of a residence as a family day care home or no-impact home-based business, it shall also include a provision stating that the prohibition may be eliminated and family day care homes or no-impact home-based businesses may be approved by a simple majority of the total

eligible voters of the homeowners association under the voting procedures contained in the declaration or bylaws of the homeowners association.

(4) If a homeowners association includes in its declaration, bylaws, or recorded covenants and restrictions a provision expressly prohibiting the use of a residence as a family day care home or no-impact home-based business, the prohibition may be eliminated and family day care or no-impact home-based business activities may be permitted by the approval of a simple majority of the total eligible voters of the homeowners association under the voting procedures contained in the declaration or bylaws of the homeowners association.

(e) *Regulation of operation.* — A homeowners association may include in its declaration, bylaws, rules, or recorded covenants and restrictions a provision that:

(1) Requires day care providers to pay on a pro rata basis based on the total number of family day care homes operating in the homeowners association any increase in insurance costs of the homeowners association that are solely and directly attributable to the operation of family day care homes in the homeowners association; and

(2) Imposes a fee for use of common areas in a reasonable amount not to exceed \$50 per year on each family day care home or no-impact home-based business which is registered and operating in the homeowners association.

(f) *Notice.*

(1) If the homeowners association regulates the number or percentage of family day care homes under subsection (e) (1) of this section, in order to assure compliance with this regulation, the homeowners association may require residents to notify the homeowners association before opening a family day care home.

(2) The homeowners association may require residents to notify the homeowners association before opening a no-impact home-based business.

(g) *Liability insurance.*

(1) A day care provider in a homeowners association:

(i) Shall obtain the liability insurance described under §§ 19-106 and 19-203 of the Insurance Article in at least the minimum amount described under that statute; and

(ii) May not operate without the liability insurance described under item (i) of this paragraph.

(2) A homeowners association may not require a day care provider to obtain insurance in an amount greater than the minimum amount required under paragraph (1) of this subsection.

(h) *Home-based businesses.* — A homeowners association may restrict or prohibit a no-impact home-based business in any common areas.

§ 11B-111.2. Candidate or proposition sign.

(a) *In general.* — In this section, “candidate sign” means a sign on behalf of a candidate for public office or a slate of candidates for public office.

(b) *Exceptions.* — Except as provided in subsection (c) of this section, a recorded covenant or restriction, a provision in a declaration, or a provision in the bylaws or rules of a homeowners association may not restrict or prohibit the display of:

(1) A candidate sign; or

(2) A sign that advertises the support or defeat of any question submitted to voters in accordance with the Election Law Article.

(c) *Restriction.* — A recorded covenant or restriction, a provision in a declaration, or a provision in the bylaws or rules of a homeowners association may restrict the display of a candidate sign or a sign that advertises the support or defeat of any proposition:

- (1) In the common areas;
- (2) In accordance with provisions of federal, State and local law; or
- (3) If a limitation to the time period during which signs may be displayed is not specified by a law of the jurisdiction in which the homeowners association is located, to a time period not less than:
 - (i) 30 days before the primary election, general election, or vote on the proposition; and
 - (ii) 7 days after the primary election, general election, or vote on the proposition.

§ 11B-111.3. Distribution of written information and materials.

(a) *Applicability.* — This section does not apply to the distribution of information or materials at any time before the lot owners, other than the developer, have a majority of votes in the homeowners association, as provided in the declaration.

(b) *Door-to-door distribution.* — In this section, the door-to-door distribution of any of the following information or materials may not be considered a distribution for purposes of determining the manner in which a governing body distributes information under this section:

- (1) Any information or materials reflecting the assessments imposed on lot owners in accordance with a recorded covenant, the declaration, bylaw, or rule of the homeowners association; and
- (2) Any meeting notices of the governing body.

(c) *Written information or materials.* — Except for reasonable restrictions to the time of distribution, a recorded covenant or restriction, a provision in a declaration, or a provision of the bylaws or rules of a homeowners association may not restrict a lot owner from distributing written information or materials regarding the operation of or matters relating to the operation of the homeowners association in any manner or place that the governing body distributes written information or materials.

§ 11B-111.4. Meetings.

(a) *Applicability.* — This section does not apply to any meetings of lot owners occurring at any time before the lot owners, other than the developer, have a majority of the votes in the homeowners association, as provided in the declaration.

(b) *Meetings.* — Subject to reasonable rules adopted by the governing body, lot owners may meet for the purpose of considering and discussing the operation of and matters relating to the operation of the homeowners association in any common areas or in any building or facility in the common areas that the governing body of the homeowners association uses for scheduled meetings.

§ 11B-111.5. Court appointment of receiver.

(a) *Receiver appointed if quorum fails.* — If a homeowners association fails to fill vacancies on the governing body sufficient to constitute a quorum in accordance with the bylaws, three or more owners of

lots may petition the circuit court for the county where the condominium is located to appoint a receiver to manage the affairs of the homeowners association.

(b) *Notice required.*

(1) At least 30 days before petitioning the circuit court, the lot owners acting under the authority granted by subsection (a) of this section shall mail to the governing body a notice describing the petition and the proposed action.

(2) The lot owners shall mail a copy of the notice to the owner of each lot in the development.

(c) *No quorum within notice period.* — If the governing body fails to fill vacancies sufficient to constitute a quorum within the notice period, the lot owners may proceed with the petition.

(d) *Limitations on receiver.* — A receiver appointed by a court under this section may not reside in or own a lot in the development governed by the homeowners association.

(e) *Powers and duties of receiver; length of service.*

(1) A receiver appointed under this section shall have all powers and duties of a duly constituted governing body.

(2) The receiver shall serve until the homeowners association fills vacancies on the governing body sufficient to constitute a quorum.

(f) *Common expenses.* — The salary of the receiver, court costs, and reasonable attorney's fees are expenses of the homeowners association.

§ 11B-111.6. Fidelity insurance.

(a) *Fidelity insurance.* — In this section, “fidelity insurance” includes a fidelity bond.

(b) *Section not applicable to homeowner's association.* — This section does not apply to a homeowners association:

(1) That has four or fewer lot owners; and

(2) For which 3 months' worth of gross annual homeowners association fees is less than \$2,500

(c) *Purchase; requirements.*

(1) The board of directors or other governing body of a homeowners association shall purchase fidelity insurance not later than the time of the first conveyance of a lot to a person other than the declarant and shall keep fidelity insurance in place for each year thereafter.

(2) The fidelity insurance required under paragraph (1) of this subsection shall provide for the indemnification of the homeowners association against loss resulting from acts or omissions arising from fraud, dishonesty, or criminal acts by:

(i) Any officer, director, managing agent or other agent or employee charged with the operation or maintenance of the homeowners association who controls or disburses funds; and

(ii) Any management company employing a management agent or other employee charged with the operation or maintenance of the homeowners association who controls or disburses funds.

(d) *Copy included in books and records.* — A copy of the fidelity insurance policy or fidelity bond shall be included in the books and records kept and made available by or on behalf of the homeowners association under §11B-112 of this title.

(e) *Amount.*

(1) The amount of the fidelity insurance required under subsection (b) of this section shall equal at least the lesser of:

(i) 3 months' worth of gross annual homeowners association fees and the total amount held in all investment accounts at the time the fidelity insurance is issued; or

(ii) \$3,000,000.

(2) The total liability of the insurance to all insured persons under the fidelity insurance may not exceed the sum of the fidelity insurance.

(f) *Dispute for failure to comply.* — If a lot owner believes that the board of directors or other governing body of a homeowners association has failed to comply with the requirements of this section, the aggrieved lot owner may submit the dispute to the Division of Consumer Protection of the Office of the Attorney General under §11B-115 of this title.

§ 11B-112. Books and records of homeowners association; disclosures to be deposited into depository.

(a) *Books and records — Examination; public inspection.*

(1) (i) Subject to the provisions of paragraph (2) of this subsection, all books and records kept by or on behalf of the homeowners association shall be made available for examination or copying, or both, by a lot owner, a lot owner's mortgagee, or their respective duly authorized agents or attorneys, during normal business hours, and after reasonable notice.

(ii) Books and records required to be made available under subparagraph (i) of this paragraph shall first be made available to a lot owner no later than 15 business days after a lot is conveyed by the declarant and the lot owner requests to examine or copy the books and records.

(iii) If a lot owner requests in writing a copy of financial statements of the homeowners association or the minutes of a meeting of the governing body of the homeowners association to be delivered, the governing body of the homeowners association shall compile and send the requested information by mail, electronic transmission, or personal delivery:

1. Within 21 days after receipt of the written request, if the financial statements or minutes were prepared within the 3 years immediately preceding receipt of the request; or

2. Within 45 days after receipt of the written request, if the financial statements or minutes were prepared more than 3 years before receipt of the request.

(2) Books and records kept by or on behalf of a homeowners association may be withheld from public inspection, except for inspection by the person who is the subject of the record or the person's designee or guardian, to the extent that they concern:

(i) Personnel records, not including information on individual salaries, wages, bonuses, and other compensation paid to employees;

(ii) An individual's medical records;

(iii) An individual's personal financial records, including assets, income, liabilities, net worth, bank balances, financial history or activities, and creditworthiness;

(iv) Records relating to business transactions that are currently in negotiation;

(v) The written advice of legal counsel; or

(vi) Minutes of a closed meeting of the governing body of the homeowners association, unless a majority of a quorum of the governing body of the homeowners association that held the meeting approves unsealing the minutes or a recording of the minutes for public inspection.

(b) *Same — Charge for review or copying.*

(1) Except for a reasonable charge imposed a reasonable charge on a person desiring to review or copy the books and records, or who requests delivery of information, the homeowners association may not impose any charges under this section.

(2) A charge imposed under paragraph (1) of this subsection for copying books and records may not exceed the limits authorized under Title 7, Subtitle 2 of the Courts article.

(c) *Disclosures to be deposited into depository.*

(1) Each homeowners association that was in existence on June 30, 1987 shall deposit in the depository by December 31, 1988, and each homeowners association established subsequent to June 30, 1987 shall deposit in the depository by the later of the date 30 days following its establishment, or December 31, 1988, all disclosures, current to the date of deposit, specified:

(i) By § 11B-105(b) of this title except for those disclosures required by paragraphs (6)(i), (8), (9), and (12);

(ii) By § 11B-106(b) of this title except for those disclosures required by paragraphs (1), (2), (4), and (5)(i); and

(iii) By § 11B-107(b) of this title.

(2) Beginning January 1, 1989, within 30 days of the adoption of or amendment to any of the disclosures required by this title to be deposited in the depository, a homeowners association shall deposit the adopted or amended disclosures in the depository.

(3) If a homeowners association fails to deposit in the depository any of the disclosures required to be deposited by this section, or by § 11B-105(b)(6) (ii) or § 11B-106(b)(5)(ii) of this title, then those disclosures which were not deposited shall be unenforceable until the time they are deposited.

§ 11B-112.1. Late Charges.

The declaration or bylaws of a homeowners association may provide for a late charge of \$15 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, provided the charge may not be imposed more than once for the same delinquent payment and may be imposed only if the delinquency has continued for at least 15 calendar days.

§ 11B-112.2. Annual Budget.

(a) *Applicability.* — This section applies only to a homeowners association that has responsibility under its declaration for maintaining and repairing common areas.

(b) *Preparation and submission.*

(1) The Board of Directors or other governing body of a homeowners association shall cause to be prepared and submitted to the lot owners an annual proposed budget at least 30 days before its adoption.

(2) The annual proposed budget may be sent to each lot owner by electronic submission, by posting on the homeowners association's home page, or by including the annual proposed budget in the homeowners association's newsletter.

(c) *Items required to be included.* — The annual budget shall provide information on or expenditures for at least the following items:

- (1) Income;
- (2) Administration;
- (3) Maintenance;
- (4) Utilities;
- (5) General Expenses;
- (6) Reserves; and
- (7) Capital expenses.

(d) *Adoption at open meeting; notice.*

(1) The budget shall be adopted at an open meeting of the homeowners association or any other body to which the homeowners association delegates responsibilities for preparing and adopting the budget.

(2) (i) Notice of the meeting at which the proposed budget will be considered shall be to each lot owner.

(ii) Notice under subparagraph (i) of this paragraph may be sent by electronic transmission, by posting on the homeowners association's home page, or by including the notice in the homeowners association's newsletter.

(e) *Certain expenditures in excess of 15% of budgeted amount to be approved by amendment.* — Except for an expenditure made by the homeowners association because of a condition that, if not corrected, could reasonably result in a threat to the health or safety of the lot owners or a significant risk of damage to the development, any expenditure that would result in an increase in an amount of assessments for the current fiscal year of the homeowners association in excess of 15% of the budgeted amount previously adopted shall be approved by an amendment to the budget adopted at a special meeting for which not less than 10 days written notice shall be provided to the lot owners.

(f) *Authority of homeowners association to obligate itself for certain expenditures unimpaired.* — The adoption of a budget does not impair the authority of the homeowners association to obligate the homeowners association for expenditures for any purpose consistent with any provision of this title.

§ 11B-113. Homeowners association depository.

(a) *Location.* — There is a homeowners association depository in the office of the clerk of the court in each county and the City of Baltimore.

(b) *Establishment and maintenance.* — Consistent with the duties of a clerk of a court as enumerated in § 2-201 of the Courts and Judicial Proceedings Article, the clerk of the court shall establish and thereafter maintain a depository for the purpose of making available to the public upon request the information to be deposited by homeowners associations.

(c) *Document file separate from land records; contents; availability for public view or copying.* — The depository shall:

(1) Be established and maintained in each county and City of Baltimore as a document file separate from the land records of the county or City;

(2) Contain a record of the names of all homeowners associations for each county and the City of Baltimore;

(3) Contain all disclosures deposited by a homeowners association; and

(4) Be available to the public for viewing and for obtaining copies during the regular business hours of the office of the clerk.

(d) *Duties of the clerk and State Court Administrator.*

(1) The clerk of the court is authorized to regulate the form and manner of documents deposited into the depository and to collect fees for a deposit.

(2) The clerk of the court shall permit the deposit of copies of disclosures, however reproduced.

(3) The clerk of the court may adopt regulations as necessary or desirable to implement the depository.

(4) The State Court Administrator shall establish, so as to cover the reasonable and ordinary expenses of maintaining the depository, the amount of the fees that the clerk of the court may charge for deposits in the depository.

(5) (i) The clerk of the court shall maintain a depository index; and

(ii) All disclosures shall be filed under the name of the homeowners association.

(e) *Contents not recordation under Title 3.* — Material contained in the depository may not be viewed as recordation under Title 3 of this article.

§ 11B-113.1. Electronic transmission of notice.

(a) *In general.* — Notwithstanding language contained in the governing documents of a homeowners association, the homeowners association may provide notice of a meeting or deliver information to a lot owner by electronic transmission if:

(1) The board of directors or other governing body of the homeowners association gives the homeowners association the authority to provide notice of a meeting or deliver information by electronic transmission;

(2) The lot owner gives the homeowners association prior written authorization to provide notice of a meeting or deliver information by electronic transmission; and

(3) An officer or agent of the homeowners association certifies in writing that the homeowners association has provided notice of a meeting or delivered material or information as authorized by the lot owner.

(b) *Ineffective notice.* — Notice or delivery by electronic transmission shall be considered ineffective if:

(1) The homeowners association is unable to deliver two consecutive notices; and

(2) The inability to deliver the electronic transmission becomes known to the person responsible for sending the electronic transmission.

(c) *Same — Effect.* — The inadvertent failure to deliver notice by electronic transmission does not invalidate any meeting or other action.

§ 11B-113.2. Electronic transmission of votes or proxies.

(a) *In general.* — Notwithstanding language contained in the governing documents of the homeowners association, the board of directors or other governing body of the homeowners association may authorize lot owners to submit a vote or proxy by electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the lot owner or the lot owner's proxy.

(b) *When anonymous voting required.* — If the governing documents of the homeowners association require voting by secret ballot and the anonymity of voting by electronic transmission cannot be guaranteed, voting by electronic transmission shall be permitted if lot owners have the option of casting anonymous printed ballots.

§ 11B-113.3. Deletion of ownership restrictions based on race, religion, or national origin.

(a) *Applicability.* — This section applies to any recorded covenant or restriction that restricts ownership based on race, religious belief, or national origin, including a covenant or restriction that is part of a uniform general scheme or plan of development.

(b) *Deletion of recorded covenant or restriction.* — Except as provided in subsection (c) of this section, a homeowners association may delete a recorded covenant or restriction that restricts ownership based on race, religious belief, or national origin from the deeds or other declarations of property in the development if at least 85% of the lot owners in the development agree to the deletion of the recorded covenant or restriction from the deeds or other declarations.

(c) *Same — deeds or declarations providing for amendment.* — If the deeds or other declarations of property in the development expressly provide for a method of amendment or deletion of a recorded covenant or restriction, a recorded covenant or restriction that restricts ownership based on race, religious belief, or national origin may be deleted as provided for in the deeds or declarations or in accordance with subsection (b) of this section.

(d) *Recording amendment.* — After the lot owners in the development agree to the deletion of a recorded covenant or restriction that restricts ownership based on race, religious belief, or national origin as provided in subsection (a) of this section, the governing body of the homeowners association shall record with the clerk of the court in the jurisdiction where the development is located an amendment to the deeds or other declarations that include the recorded covenant or restriction, executed by at least 85% of the lot owners in the development, that provides for the deletion of the recorded covenant or restriction from the deeds or declarations of the property in the development.

§ 11B-113.4. Annual charge.

(a) *Legislative intent.* — It is the intent of the General Assembly to prevent unfair treatment of property owners by a homeowners association when annual charges based on the assessed value of property imposed by the homeowners association increase at such a rate that it creates an unexpected windfall for the homeowners association.

(b) *“Annual charge” defined.* — In this section, the term “annual charge” means a charge based on the current assessed value of property for county and state property taxes that is levied by a homeowners association on property in a development.

(c) *Applicability of section.* — In this section only applies to a development that:

- (1) Contains at least 13,000 acres of land and has a population of at least 80,000; and
- (2) Is governed by a homeowners association that levies an annual charge on property within the development.

(d) *Calculating the annual charge.*

(1) A homeowners association shall base the annual charge for the revalued properties on the phased in value of property as provided under § 8-103 of the Tax – Property Article.

(2) If the value of an improved property has been reduced by the State or county assessments office after, or by reason of, a protest, appeal, credit, or other adjustment, the homeowners association shall reduce the annual charge on the property based on the reduced value.

(e) *Same — Rebate or credit.* — Until the annual charge for the revalued property is based on the phased in value of property as required under subsection (d) of this section, if the value of the properties revalued as of the most recent date of finality as provided in § 8-104 of the Tax – Property Article exceeds the prior valuation by more than 10%:

(1) The increase shall be considered an unexpected windfall to the homeowners association that should be offset; and

(2) Beginning with the first year following the revaluation of the property for State property tax purposes, the homeowners association shall provide to the owner of the revalued property a rebate or credit in an amount equal to the portion of the annual charge that is attributable to the growth in the value of the revalued property in excess of 10%.

(f) *Applicability of subsections (d) and (e).* — Subsections (d) and (e) of this section do not apply if a governing body certifies on or before April 1 in the first year following the revaluation of property values for State property tax purposes that the revenues from the annual charges are insufficient to meet the debt service requirements during the next taxable year on all bonds that the governing body anticipates will be outstanding during that year.

(g) *Rate of assessed value of property.* — Notwithstanding any provision of the law to the contrary, when calculating an annual charge, a homeowners association may not consider the rate of assessed value of property to have increased by more than 10% in a taxable year.

§ 11B-113.5. Annexation of land in Howard County.

(a) *Scope.* — This section establishes the process for the annexation of parcels of land that are subject to the deed, agreement, and declaration establishing any of the villages or town center in Columbia in Howard County.

(b) *In general.* — Notwithstanding any provision of law or contract, a parcel of land located in that area of land in Howard County that is subject to the deed, agreement, and declaration of covenants, easements, charges, and liens dated December 13, 1966, and recorded in the land records of Howard County in Liber W.H.H. 463, Folio 158, et seq. (the Columbia Association Declaration) that is not part of the village or town center in which the land is located may be annexed into the village or town center if:

(1) The owner or developer of the land makes an application for annexation to the village or town center community association; and

(2) The Columbia Association or its successor and the village or town center community association approve the annexation.

(c) *Execution and filing of instruments.* — An instrument that consolidates a parcel of land into the village or town center in which the land is located shall be executed and filed for recordation in the land records of Howard County.

(d) *Applicability of covenants, restrictions, or control provisions.*

(1) A parcel of land that is annexed into a village or town center in accordance with this section shall be subject to the recorded covenants and restrictions of the village or town center in which the parcel of land is located.

(2) An annexation completed in accordance with this section may not abrogate or in any other way affect any approval previously granted or condition previously imposed under a recorded covenant or contract regarding improvements constructed on the annexed property.

§ 11B-114. Electronic payment fees.

(a) *Electronic Payment Defined.* — In this section, “electronic payment” means payment by credit card or debit card.

(b) *In general.* — A homeowners association may require a person from whom payment is due to pay a reasonable electronic payment fee if the person elects to pay the homeowners association by means of electronic payment.

(c) *Amount of fee.* — An electronic payment fee may not exceed the amount of any fee that may be charged to the homeowners association in connection with use of the credit card or debit card.

(d) *Notice.* — If a homeowners association elects to charge an electronic payment fee under this section, the homeowners association shall specify on or include notice with each bill and other invoices for which electronic payment is authorized that an electronic payment fee will be charged. (2005, ch. 529, § 2.)

§ 11B-115. Enforcement authority of Division of Consumer Protection.

(a) *“Consumer” defined.*

(1) In this section, “consumer” means an actual or prospective purchaser, lessee, assignee, or recipient of a lot in a development.

(2) “Consumer” includes a co-obligor or surety for a consumer.

(b) *Intent.* — This section is intended to provide minimum standards for protection of consumers in the State.

(c) *Scope of enforcement.*

(1) To the extent that a violation of any provision of this title affects a consumer, that violation shall be within the scope of the enforcement duties and powers of the Division of Consumer Protection of the Office of the Attorney General, as described in Title 13 of the Commercial Law Article.

(2) The provisions of this title shall otherwise be enforced by each unit of State government within the scope of the authority of the unit.

(d) *Adoption of local law allowed.*

(1) A county or municipal corporation may adopt a law, ordinance, or regulation for the protection of a consumer to the extent and in the manner provided for under § 13-103 of the Commercial Law Article.

(2) Within 30 days of the effective date of a law, ordinance, or regulation adopted under this subsection that is expressly applicable to a development, the county or municipal corporation shall

forward a copy of the law, ordinance, or regulation to the homeowners association depository in the office of the clerk of the court in the county where the development is located.

§ 11B-115.1. Enforcement by division of consumer protection.

A lot owner who believes that the board of directors or other governing body of a homeowners association has failed to comply with the election procedures provisions of the governing documents of the homeowners association may submit the dispute to the Division of Consumer Protection of the Office of the Attorney General if the provisions concern:

- (1) Notice about the date, time, and place for the election of the board of directors or other governing body;
- (2) The manner in which a call is made for nominations for the board of directors or other governing body;
- (3) The format of the election ballot;
- (4) The format, provision, and use of proxies during the election process; or
- (5) The manner in which a quorum is determined for election purposes.

§ 11B-116. Amendment of governing document.

(a) *Governing document.* — In this section, “governing document” includes:

- (1) a declaration;
- (2) bylaws;
- (3) a deed and agreement; and
- (4) recorded covenants and restrictions.

(b) *Timing of amendment.* — Notwithstanding the provisions of a governing document, a homeowners association created before January 1, 1960, may amend the governing document once every 5 years, or more frequently if allowed by the governing document, by the affirmative vote of lot owners having at least two-thirds of the votes in the development, or by a lower percentage if required in the governing document.

§ 11B-117. Liability for homeowners association assessments and charges on lots.

(a) *In general.*-- As provided in the declaration, a lot owner shall be liable for all homeowners association assessments and charges that come due during the time that the lot owner owns the lot.

(b) *Enforcement.*-- In addition to any other remedies available at law, a homeowners association may enforce the payment of the assessments and charges provided in the declaration by the imposition of a lien on a lot in accordance with the Maryland Contract Lien Act.

(c) *Foreclosure; priority liens.*

(1) This subsection does not limit or affect the priority of:

(i) A lien for the annual charge provided first priority over a deed of trust or mortgage by the deed, agreement, and declaration of covenants, easements, charges, and liens dated December 13, 1966, and recorded in the land records of Howard County (the Columbia Association Declaration); or

(ii) Any lien, secured interest, or other encumbrance with priority that is held by or for the benefit of, purchased by, assigned to, or securing any indebtedness to:

1. The State or any county or municipal corporation in the State;
2. Any unit of State government or the government of any county or municipal corporation in the State; or
3. An instrumentality of the State or any county or municipal corporation in the State.

(2) In the case of a foreclosure of a mortgage or deed of trust on a lot in a homeowners association, a portion of the homeowners association's liens on the lot, as prescribed in paragraph (3) of this subsection, shall have priority over a claim of the holder of a first mortgage or a first deed of trust that is recorded against the lot on or after October 1, 2011.

(3) The portion of the homeowners association's liens that has priority under paragraph (2) of this subsection:

(i) Shall consist solely of not more than 4 months, or the equivalent of 4 months, of unpaid regular assessments for common expenses that are levied by the homeowners association in accordance with the requirements of the declaration or bylaws of the homeowners association;

(ii) May not include:

1. Interest;
2. Costs of collection;
3. Late charges;
4. Fines;
5. Attorney's fees;
6. Special Assessments; or
7. Any other costs or sums due under the declaration or bylaws of the homeowners association or as provided under any contract, law, or court order; and

(iii) May not exceed a maximum of \$1,200.

(4) (i) Subject to subparagraph (ii) of this paragraph, at the request of the holder of a first mortgage or first deed of trust on a lot in a homeowners association, the governing body shall provide to the holder written information about the portion of any lien filed under the Maryland Contract Lien Act that has priority as prescribed under paragraph (3) of this subsection, including information that is sufficient to allow the holder to determine the basis for the portion of the lien that has priority.

(ii) At the time of making a request under subparagraph (i) of this paragraph, the holder shall provide the governing body of the homeowners association with the written contact information of the holder.

(iii) If the governing body of the homeowners association fails to provide written information to the holder under subparagraph (i) of this paragraph within 30 days after the filing of the statement of lien among the land records of each county in which the homeowners association is located, the portion of the homeowners association's liens does not have priority as prescribed under paragraph (2) of this subsection.

§ 11B-118. Short title.

This title may be cited as the Maryland Homeowners Association Act.