

REQUIRED PURSUANT TO SUBSECTIONS (A) AND (B), MAKES ANY UNTRUE STATEMENT OF A MATERIAL FACT, OR OMITTS TO STATE A MATERIAL FACT NECESSARY IN ORDER TO MAKE THE STATEMENTS MADE, IN THE LIGHT OF CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING, SHALL BE LIABLE TO ANY PERSON PURCHASING A UNIT FROM HIM. HOWEVER, NO ACTION MAY BE MAINTAINED TO ENFORCE ANY LIABILITY CREATED UNDER THIS SECTION UNLESS BROUGHT WITHIN ONE YEAR AFTER THE FACTS CONSTITUTING THE CAUSE OF ACTION ARE OR SHOULD HAVE BEEN DISCOVERED.

(F) THE RIGHTS OF PURCHASERS UNDER THIS SECTION MAY NOT BE WAIVED IN THE CONTRACT OF SALE AND ANY ATTEMPTED WAIVER IS VOID. HOWEVER, IF ANY PURCHASER PROCEEDS TO CLOSING, HIS RIGHT UNDER THIS SECTION TO RESCIND IS TERMINATED.

(G) THE REQUIREMENTS OF THIS SECTION DO NOT APPLY TO THE SALE OF ANY UNIT WHICH IS TO BE OCCUPIED AND USED FOR NONRESIDENTIAL PURPOSES.

(H) THE REQUIREMENTS OF THIS SECTION SHALL APPLY TO THE SALE OF ANY UNIT OFFERED FOR SALE IN THE STATE WITHOUT REGARD TO THE LOCATION OF THE CONDOMINIUM.

(I) THE NOTICE REFERRED TO IN SUBSECTION (A) SHALL BE SUFFICIENT FOR THE PURPOSES OF THIS SECTION IF IT IS IN SUBSTANTIALLY THE FOLLOWING FORM:

#### NOTICE

THE SELLER IS REQUIRED BY LAW TO FURNISH TO YOU CERTAIN INFORMATION CONCERNING THE CONDOMINIUM WHICH IS DESCRIBED IN SECTION 11-124 OF THE MARYLAND CONDOMINIUM ACT. THIS INFORMATION MUST INCLUDE AT LEAST THE FOLLOWING:

- (1) A COPY OF THE PROPOSED CONTRACT OF SALE FOR THE UNIT;
- (2) A COPY OF THE PROPOSED DECLARATION AND BYLAWS;
- (3) A COPY OF THE PROPOSED ARTICLES OF INCORPORATION OF THE COUNCIL OF UNIT OWNERS, IF IT IS TO BE INCORPORATED;
- (4) A COPY OF ANY PROPOSED MANAGEMENT CONTRACT, EMPLOYMENT CONTRACT, OR OTHER CONTRACT AFFECTING THE USE, MAINTENANCE, OR ACCESS OF ALL OR PART OF THE CONDOMINIUM TO WHICH IT IS ANTICIPATED THE UNIT OWNERS OR THE COUNCIL OF UNIT OWNERS WILL BE A PARTY FOLLOWING CLOSING;
- (5) A COPY OF THE PROJECTED ANNUAL OPERATING BUDGET FOR THE CONDOMINIUM INCLUDING REASONABLE DETAILS CONCERNING THE ESTIMATED MONTHLY PAYMENTS BY THE PURCHASER FOR ASSESSMENTS, AND MONTHLY CHARGES FOR THE