

(II) THE TOTAL AMOUNT OF FEES, ASSESSMENTS, AND OTHER CHARGES IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT DURING THE PRECEDING 12-MONTHS-FISCAL-YEAR PRIOR FISCAL YEAR OF THE HOMEOWNERS ASSOCIATION; AND

(III) A STATEMENT OF WHETHER ANY OF THE FEES, ASSESSMENTS, OR OTHER CHARGES 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 OF 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 THE DECLARATION AND ALL COVENANTS, RESTRICTIONS, RULES, AND REGULATIONS, IF APPLICABLE, RELATING TO THE DEVELOPMENT AND THE HOMEOWNERS ASSOCIATION, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED UPON BECOMING THE OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

(C) 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.

11B-107.

(A) A PERSON WHO SIGNS A CONTRACT AS A PURCHASER BUT WHO HAS NOT RECEIVED THE DISCLOSURES REQUIRED BY § 11B-105 OR § 11B-106, AS APPLICABLE, SHALL, PRIOR TO SETTLEMENT, BE ENTITLED TO RESCIND THE CONTRACT AND TO THE IMMEDIATE RETURN OF DEPOSITS MADE ON ACCOUNT OF THE CONTRACT.

(B) ANY PURCHASER MAY WITHIN 3 DAYS FOLLOWING RECEIPT BY THE PURCHASER OF A SUBSTANTIAL AND MATERIAL AMENDMENT TO THE DISCLOSURES REQUIRED BY § 11B-105 OR § 11B-106, AS APPLICABLE, WHICH ADVERSELY AFFECTS THE PURCHASER, RESCIND IN WRITING THE CONTRACT WITHOUT STATING A REASON AND WITHOUT LIABILITY ON THE