



March 2023

Dear Real Estate Professional:

As a real estate agent representing buyers and sellers of homes in the Guilford community, it is important that you recognize the responsibilities and obligations created by the Guilford Deed and Agreement, and that they be conveyed to the parties in a Guilford real estate transaction.

The Guilford webpage (<https://guilfordassociation.org/realestate>) contains a section for real estate professionals. That source contains a copy of the Guilford Charter and By-Laws, the Deed and Agreement, Architectural Guidelines, a map showing the designation of the Guilford National Historic District, and other useful information. We frequently find that Guilford buyers may be unfamiliar with the covenants and unaware of the Architectural Guidelines for properties and the application process for exterior alteration. A copy of the Deed and Agreement should always be provided to buyers at closing and the covenants governing the property exterior explained. It is also recommended that a copy of the Architectural Guidelines (<https://guilfordassociation.org/wp-content/uploads/ArchitecturalGuidelines.pdf>) be provided.

In addition, a seller of a Guilford property may have outstanding covenant issues either related to the payment of the mandatory maintenance fees or compliance with the Architectural Guidelines. Information concerning the status of maintenance payments should be obtained from the Association's manager using the contact indicated on the webpage. The Association through its Architectural Committee also may have issued a letter to a property owner indicating covenant issues related to the property's exterior. As required by the Maryland Homeowners Act, any outstanding covenant issues must be fully disclosed to the buyer by the seller. We urge that sellers resolve covenant issues prior to putting their home on the market. Delinquent maintenance fees must be paid prior to or at sale. If there are issues related to the property's exterior condition that remain uncorrected at sale, the property must be brought into compliance through a Correction Agreement signed by the buyer or an Association-approved escrow account signed by the seller at closing.

Sellers and buyers should be aware that the failure of the Association to enforce covenant violations does not waive its right to do so in the future. The Association does not "grandfather" violations. The existence of non-compliant materials, for example, does not mean that these materials can be used as replacements or maintained in the future.

I hope this letter has clarified the Association's position concerning the Guilford covenants and conveyed the importance that the Deed and Agreement be provided and discussed as part of real estate transactions.

Sincerely,

Margaret Alton
President