

Circuit Court for Cecil County  
Case No.: C-07-CV-24-000326

UNREPORTED\*

IN THE APPELLATE COURT

OF MARYLAND

No. 1720

September Term, 2024

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ANTHONY THOMAS

v.

RIDGELY FOREST HOME  
MANAGERS ASSOCIATION

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Graeff,  
Beachley,  
Kenney, James A., III  
(Senior Judge, Specially Assigned),

JJ.

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PER CURIAM

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Filed: September 17, 2025

\*This is a per curiam opinion. Under Rule 1-104, the opinion is not precedent within the rule of stare decisis, nor may it be cited as persuasive authority.

Appellant Anthony Thomas owns a home on real property located in Cecil County, Maryland that is subject to a recorded Declaration of Covenants, Conditions, and Restrictions, the enforcement of which is committed to Appellee Ridgely Forest Managers' Association. Under the Declaration, Thomas had to pay a monthly assessment of \$40.00 with a late fee of \$15.00 per assessment, plus interest of 12% per annum on unpaid assessments.

Thomas failed to pay his assessment from September 2023 through March 2024. Ridgely Forest notified Thomas of his delinquency several times during this period without response. Then, on February 27, 2024, Ridgely sent to Thomas, by ordinary and Certified Mail, return receipt requested, a notice of intention to create a lien. *See* Md. Code Ann., Real Prop. ("RP") § 14-203(a)–(b). The notice was also posted on Thomas's property a few days later. On April 11 and 26, 2024, Thomas made partial payments on his delinquent account, but the payments did not cover the outstanding balance. Consequently, on April 29, 2024, Ridgely Forest recorded in the Land Records a Statement of Lien against Thomas's property. It notified Thomas of the recorded lien soon after.

On May 21, 2024, Thomas sued Ridgely Forest, in the Circuit Court for Cecil County, under the Maryland Contract Lien Act to determine whether probable cause existed to establish a lien against his property. *See* RP § 14-203(c). Ridgely Forest moved to dismiss, which was supported by several exhibits and an affidavit of Ridgely Forest's property manager. After a hearing, the circuit court granted the motion and ordered that Ridgely Forest's lien be imposed against Thomas's property. This appeal followed.

On appeal, Thomas presents two arguments. *First*, he contends that he was not properly served with Ridgely Forest’s notice of intention to create a lien. Under RP § 14-203(a)(2), a party seeking to create a lien must serve written notice to the party against whose property the lien is intended to be imposed in one of two ways: “(i) Certified or registered mail, return receipt requested, addressed to the owner of the property against which the lien is sought to be imposed at the owner’s last known address; or (ii) Personal delivery to the owner by the party seeking a lien or the party’s agent.” Ridgely Forest attached, as an exhibit to its motion, a copy of the notice and a Certified Mail receipt showing that it had been properly served. Accordingly, this argument lacks merit.

*Second*, Thomas contends that his “account with [Ridgely Forest] was in full pay status before [the] lien was enforced.” Ridgely Forest, as the party seeking to establish the lien, had the burden of proof. RP § 14-203(d). It attached, as exhibits to its motion, copies of Thomas’s transaction history and checks it had received that were not reflected in that history. All told, the evidence showed that Thomas still owed more than \$900 in fees. He presented no evidence showing that he had paid more than Ridgely Forest suggested or otherwise refuting its claim. *Cf. Ocean Plaza Joint Venture v. Crouse Constr. Co., Inc.*, 62 Md. App. 435, 447 (1985). Accordingly, the circuit court did not err in finding that probable cause existed to establish a lien and ordering one be imposed.

**JUDGMENT OF THE CIRCUIT  
COURT FOR CECIL COUNTY  
AFFIRMED. COSTS TO BE PAID BY  
APPELLANT.**