

receipt of a written statement from the manager or board of directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

(c) Upon a voluntary sale or conveyance of a condominium unit all unpaid assessments against a grantor co-owner for his pro rata share of the expenses to which 11-116 of this title refers shall first be paid out of the sales price or by the grantee in the order of preference set forth above.

11-118. *Liability of purchaser and seller of unit for amounts due under 11-116; purchaser's right of recovery; right to statement of unpaid assessments.*

(a) The purchaser of a condominium unit at a voluntary sale shall be jointly and severally liable with the seller for the amounts owed by the seller under 11-116 of this subtitle upon his interest in the condominium unit up to the time of conveyance; without prejudice to the purchaser's right to recover from the seller the amounts paid by him as a joint debtor.

(b) Any such purchaser, or a lender under a deed of trust, mortgage or encumbrance, or parties designated by them or interested third parties, shall be entitled to a statement from the manager or board of directors setting forth the amount of unpaid assessments against the seller or borrower, and such purchaser or lender shall not be liable for nor shall the unit conveyed or encumbered, be subject to a lien for any unpaid assessment in excess of the amount set forth.

11-119. *Insurance.*

The co-owners may, upon resolution of a majority, insure the building against risks, without prejudice to the right of each co-owner to insure his condominium unit on his account and for his own benefit. The premiums for such insurance on the entire building shall be deemed common expenses.

11-120. *Same—Disposition of indemnity in case of fire, etc.*

(a) In case of fire or other disaster the insurance indemnity shall, except as provided in subsection (b) below, be applied to reconstruct the building.

(b) Reconstruction shall not be compulsory where destruction comprises the whole or more than two thirds ( $\frac{2}{3}$ rds) of the building. In such case, and unless otherwise unanimously agreed upon by the co-owners, the indemnity shall be delivered pro rata to the co-owners entitled to it in accordance with the provisions made by the bylaws or in accordance with a decision of three fourths ( $\frac{3}{4}$ ths) of the co-owners, if there be no bylaw provision, after first paying off, out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the unit of each co-owner. If the building is reconstructed, the provisions for such eventuality made in the bylaws shall be observed, or, in lieu thereof, the decision of the council of co-owners shall prevail.