

11-110.

(d) Any assessment, until paid, together with interest, late charges, if any, and actual costs of collection, and reasonable attorney's fees, constitutes a lien on the unit on which it is assessed, if a statement of lien is recorded within two years after the date the assessment becomes due. THE RECORDATION OF A GRANT OF A UNIT FOR VALUE EXTINGUISHES THE RIGHT OF THE CONCIL OF UNIT OWNERS THEREAFTER TO FILE A STATEMENT OF CONDOMINIUM LIEN FOR ASSESSMENTS, OR INSTALLMENTS THEREOF, DUE PRIOR TO THE RECORDATION OF THE GRANT. The lien shall be effective against a unit from and after the time a statement of condominium lien is recorded among the land records of the county where the unit is located, stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. The clerk shall index the statement of condominium lien under the name of the record owner in the grantor index and in the block index if one is maintained by the clerk. The statement of condominium lien shall be signed and verified by an officer or agent of the council of unit owners as specified in the bylaws and then may be recorded. On full payment of the assessment and other permitted amounts for which the lien is claimed the unit owner shall be entitled to a recordable satisfaction of the lien in any form used for the release of mortgages in the county in which the condominium is located.

Section 11-110 Comment:

The amendment to subsection (d) makes clear the original intent of this section that the purchaser of a unit takes title free of any assessments for which a statement of condominium lien has not been filed.

11-111.

(b) [(1)] Unless otherwise provided in the declaration or bylaws, in the event of damage to or destruction of a condominium, the council of unit owners promptly shall undertake to repair or reconstruct it, and all cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

(C) [(2)] If the condominium is damaged to the extent of two thirds of its then replacement cost, the condominium shall be subject to an action for partition at the suit of any unit owner as if owned in common. If the condominium is partitioned, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the common elements, and shall be distributed in accordance with the priority of interests in each unit. An action for partition permitted by this subsection may not be brought after the expiration of one year from the