

TAKEN, THE UNIT OWNER RESPONSIBLE FOR THE DAMAGE, OR THE COUNCIL OF UNIT OWNERS IF IT IS RESPONSIBLE, IS LIABLE FOR THE PROMPT REPAIR. [No] AN entry by the council of unit owners for the purposes specified in this subsection may NOT be considered a trespass.

[(f) The declaration may provide the council of unit owners authority to grant specific easements, rights-of-way, licenses, and similar interests affecting the common elements of the condominium if the grant is approved by the affirmative vote of unit owners having 75 percent or more of the votes. Any easement, right-of-way, license, or similar interest granted by the council of unit owners pursuant to this subsection shall state that the grant was approved by unit owners having at least 75 percent of the votes.]

[11-124.] 11-126.

(a) [No] A contract for the initial sale of a unit to a member of the public [shall be] IS NOT enforceable by the vendor unless (1) [at least 15 days prior to closing] the purchaser is given AT THE TIME A CONTRACT IS ENTERED INTO BETWEEN THE DEVELOPER AND A PURCHASER, A PUBLIC OFFERING STATEMENT CONTAINING all of the information set forth in subsection (b); and (2) the contract of sale contains, in conspicuous type, a notice [in the form specified in subsection (i)] OF THE PURCHASER'S RIGHT TO RECEIVE A PUBLIC OFFERING STATEMENT AND HIS RESCISON RIGHTS IN ACCORDANCE WITH THIS SECTION.

(b) The [information] PUBLIC OFFERING STATEMENT referred to in subsection (a) shall be sufficient for the purposes of this section if it contains at least the following:

(1) A copy of the proposed contract of sale for the unit;

(2) A copy of the proposed declaration and bylaws;

(3) A copy of the proposed articles of incorporation of the council of unit owners, if it is to be incorporated;

(4) A copy of any proposed management contract, employment contract, or other contract affecting the use, maintenance, or access of all or part of the condominium to which it is anticipated the unit owners or the council of unit owners will be a party following closing;

(5) A copy of the projected annual operating budget for the condominium including reasonable details concerning the estimated monthly payments by the purchaser for assessments, and monthly charges for the use, rental, or lease of any facilities not part of the condominium AND DETAILS CONCERNING THE AMOUNT AND METHOD OF CALCULATION OF