

(i) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules and regulations; [and]

(ii) Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit; AND

(III) THAT THE UNIT IS SUBJECT TO AN EXTENDED LEASE UNDER § 11-137 OF THIS TITLE OR UNDER LOCAL LAW, AND IF SO, A COPY OF THE LEASE MUST BE PROVIDED.

(c) (1) The council of unit owners, within 20 days after a written request by a unit owner and receipt of a reasonable fee therefor, if any, shall furnish a certificate containing the information necessary to enable the unit owner to comply with subsection (a). A unit owner providing a certificate under subsection (a) is not liable to the purchaser for any erroneous information provided by the council of unit owners and included in the certificate.

(2) WITH RESPECT TO THE REMAINING INFORMATION THAT THE UNIT OWNER IS REQUIRED TO DISCLOSE UNDER SUBSECTION (A) OF THIS SECTION THAT IS NOT PROVIDED BY THE COUNCIL OF UNIT OWNERS AND INCLUDED IN THE CERTIFICATE, A UNIT OWNER IS NOT LIABLE TO THE PURCHASER UNDER THIS SECTION IF THE OWNER HAD, AFTER REASONABLE INVESTIGATION, REASONABLE GROUNDS TO BELIEVE, AND DID BELIEVE, AT THE TIME THE INFORMATION WAS PROVIDED TO THE PURCHASER, THAT THE STATEMENTS WERE TRUE AND THAT THERE WAS NO OMISSION TO STATE A MATERIAL FACT REQUIRED TO BE STATED OR NECESSARY TO MAKE THE STATEMENTS NOT MISLEADING. A UNIT OWNER IS LIABLE UNDER THIS SECTION FOR THOSE DAMAGES PROXIMATELY CAUSED BY THE UNTRUE STATEMENT OR OMISSION OF A MATERIAL FACT;

(I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH, IS LIABLE TO THE PURCHASER UNDER THIS SECTION FOR DAMAGES PROXIMATELY CAUSED BY:

1. AN UNTRUE STATEMENT ABOUT A MATERIAL FACT; AND

2. AN OMISSION OF A MATERIAL FACT THAT IS NECESSARY TO MAKE THE STATEMENTS MADE NOT MISLEADING, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THE STATEMENTS WERE MADE; AND

(II) IS NOT LIABLE TO THE PURCHASER UNDER THIS SECTION IF THE OWNER HAD, AFTER REASONABLE INVESTIGATION, REASONABLE GROUNDS TO BELIEVE, AND DID BELIEVE, AT THE TIME THE INFORMATION WAS PROVIDED TO THE PURCHASER, THAT THE STATEMENTS WERE TRUE AND THAT THERE WAS NO OMISSION TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE NOT MISLEADING, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THE STATEMENTS WERE MADE.