

STATE OF ARIZONA
1980

Feb 14 03 PM '83
John Greer
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ARTICLES OF INCORPORATION
OF

CENTER COURT VILLAS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 5, Title 10, Arizona Revised Statutes, the undersigned, all of whom are residents of the State of Arizona and all of whom are of full age, have this date voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is CENTER COURT VILLAS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II

The principal office of the Association is located in the County of Maricopa, State of Arizona.

ARTICLE III

The names and post office addresses of the incorporators are as follows:

JOHN G. STELZMILLER P.O. Box 17971 Fountain Hills, Arizona 85268	LAVETA STELZMILLER P.O. Box 17971 Fountain Hills, Arizona 85268
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ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

Section 1. This Association does not contemplate pecuniary gain or profit to the members thereof. The purpose for which this corporation is formed is to act as a "residential real estate management association" within the meaning of Section 528 of the Internal Revenue Code of 1954, and any amendments thereto; to provide for the maintenance of the common elements and facilities and to act as the

council of co-owners (as that term is used in §33-551, et seq., Arizona Revised Statutes) for CENTER COURT VILLAS, a condominium development (the "development"), for the benefit of all the owners of Units therein, as contemplated and provided for in that certain Declaration Submitting Property to Horizontal Property Regime Together with Covenants, Conditions and Restrictions for CENTER COURT VILLAS, recorded in the Office of the County Recorder at Document Number 83 030476, and plat therein referred to recorded in Book 241 of Maps, Page 6, records of Maricopa County, Arizona; and to perform all of the duties and obligations and exercise all of the powers and privileges of the Association as set forth in the Declaration; and to do all other things and exercise all powers and rights of a corporation which are lawful and consistent with the foregoing purposes and the non-profit character of this corporation. Without limiting the generality of the foregoing, to the extent authorized by its Board of Directors and in accordance with the provisions of the Declaration, the Association shall be empowered:

- (a) To make and collect assessments against members to defray the costs of the condominium, and to use the proceeds of assessments in the exercise of its powers and duties;
- (b) To maintain, operate, repair, rehabilitate, restore, make replacements to, and provide for the operation and management of the condominium property and all buildings, structures and improvements thereon;
- (c) To pay all taxes and assessments, if any, which may properly be levied against properties of the Association, and to repair, rehabilitate and restore all buildings, structures and improvements on said properties;
- (d) To insure the condominium property and all buildings and structures thereon as required by the Declaration and such additional risks as the Board of Directors may determine;
- (e) To make and amend rules and regulations respecting the use of the condominium property;
- (f) To impose liens against individual units to secure the payment of obligations due from the owners thereof, and to collect, sue, foreclose or otherwise enforce, compromise, release, satisfy and discharge such demands and liens in accordance with the Declaration;
- (g) To do all things necessary to carry out and to enforce the terms and provisions of the Declaration, and to pay all maintenance, operating and other costs and to do

all things and acts which may be in the best interests of the members of the Association or for the peace, comfort, safety or general welfare of the members of the Association, all in accordance with the Declaration;

(h) To contract for the management of the condominium and to delegate to the management entity such powers and duties as determined by the Board of Directors, but subject to the provisions of the Declaration, these Articles and the By-Laws of the Association;

(i) To purchase, lease, own, improve, maintain, operate and hold real and personal property of every kind and description; to sell, convey and lease such property; and to mortgage, assign and pledge or otherwise encumber such property;

(j) To borrow money, and to issue notes, bonds and other evidences of indebtedness in furtherance of any or all of the objects and purposes of the Association, and to secure the same by mortgage, trust deed, pledge or other lien on or security interest in, property owned by the Association;

(k) To enter into, perform and carry out leases and contracts of any kind necessary to or in connection therewith or incidental to the accomplishment of any one or more of the objects and purposes of the Association;

(l) To make refunds of excess payments or charges to members as provided for in the Declaration or the By-Laws;

(m) To lend or invest its working capital and reserves in a prudent manner;

(n) To act as surety or guarantor, agent, trustee, broker or in any other capacity when appropriate to the fulfillment and the furtherance of its objects and purposes; and

(o) In general to do and perform such acts and things and to transact such business in connection with the foregoing objects and purposes as may be necessary and required.

Section 2. The foregoing statement shall be construed as a statement both of purposes and of power in each clause and shall be in no way limited or restricted by reference to or inference from the terms or provisions of any other clauses, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of powers and purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

Section 3. No part of the net earnings of this corporation shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Association property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any member, owner, director or other individual. Notwithstanding any other provision of these Articles of Incorporation, the Association shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code of 1954, as amended.

ARTICLE V

INITIAL BUSINESS

The character of the business the corporation initially intends to conduct in Arizona is: acting as the council of co-owners, as set forth in §33-551, et seq., Arizona Revised Statutes, and homeowners association assessing its members and providing for the maintenance, repairs and activities for the development as contemplated by and provided in the Declaration.

ARTICLE VI

MEMBERSHIP

This corporation shall be a non-stock corporation and shall be owned equally by its members who shall also constitute and be collectively called the Association or Council of Co-Owners, and no dividends or pecuniary profits shall be paid to its members. Membership in the Association, except for membership of the incorporators and the first Board of Directors, shall be limited to owners of units in the development, and all of the owners of units in the development shall be members of the Association. An Owner's membership in the Association shall cease and terminate, immediately, upon the Owner ceasing to be an Owner of a Unit in the development. Membership in the Association, and any member's share, right, title or interest in and to the funds or assets of the Association cannot be transferred, assigned or hypothecated in any manner whatsoever, except as an appurtenance to the member's ownership of a Unit in the development. Each member of the Association shall be entitled to cast the one vote for each Unit owned, all as set forth in the Declaration; provided, however, that in accordance with the laws of the State of Arizona, cumulative voting shall be allowed in the election of members of the Board of Directors. In the event that more than one unit is owned by an individual, firm, partnership or corporation, it shall be entitled to one vote for the Units so owned. Other limitations, privileges, obliga-

tions and rights of membership in the Association are set forth in the Declaration.

ARTICLE VII

DURATION

The time of commencement of this corporation shall be the date upon which the Arizona Corporation Commission files the Articles of Incorporation and it shall have perpetual life.

ARTICLE VIII

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be conducted by a Board of Directors consisting of an odd number of not less than three (3) nor more than nine (9) members, and such other officers as the Board of Directors may select from time to time, including a President, a Vice President, a Secretary and a Treasurer, except that the initial Board of Directors which shall consist of two (2) members. The first Board of Directors need not be members of the Association; thereafter, directors shall be members of the Association. The same person may not, at the same time, hold the office of the Vice President or Secretary.

Section 2. The Directors shall be elected by the members of the Association at the first and each ensuing annual meeting thereof, as provided for in the By-Laws of this corporation. The Directors need not be members of the Association. The Board of Directors will adopt By-Laws for the corporation and such By-Laws may be amended, supplemented, repealed or suspended and new By-Laws may be adopted as provided for therein.

Section 3. A meeting was held at 10:00 a.m. on the 29th day of November, 1982 at 4150 North 12th Street, located in Phoenix, Arizona 85014 by the incorporators and an election of officers was held; said officers to serve until such time as there is an election by the members of the Association at the first annual meeting of the corporation as provided for in the By-Laws. The following persons were elected and shall serve as Directors of the corporation:

JOHN G. STELZMILLER

LAVETA STELZMILLER

ARTICLE IX

The private property of each and every officer, director and member of the Association of this corporation shall at all times be exempt from all debts and liabilities of the corporation.

ARTICLE X

INDEBTEDNESS AND LIABILITY

Section 1. Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the member of the Board of Directors at a lawfully held meeting, and approved by the Arizona Corporation Commission, to the extent required by the laws of the State of Arizona. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income from the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the members of the Association.

Section 2. There shall be no mortgages by the Association of the common area as defined in the Declaration Submitting Property to Horizontal Property Regime Together with Covenants, Conditions and Restrictions for the property referred to herein, unless there is approval of one hundred percent (100%) of the membership.

ARTICLE XI

STATUTORY AGENT

The corporation hereby appoints SIDNEY G. McCLUE, JR., of 4150 North 12th Street, Phoenix, Arizona 85014, who is now and has been for more than three (3) years past, a bona fide resident of the State of Arizona, as its lawful Statutory Agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon this corporation. The Directors may, at any time, appoint another agent for such purpose and the filling of such appointment shall revoke this or any other previous appointment of such agent.

ARTICLE XII

c- The corporation shall not execute, file or record any documents which impose a restriction upon the sale, lease or occupancy of property solely on the basis of race, color or creed.

ARTICLE XIII

FHA/VA APPROVAL

As long as Class B membership exists, the following actions will, where and if applicable, require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of these Articles.

ARTICLE XIV

MEETINGS OF MEMBERS

The first annual meeting of the members of the Association, shall be held within sixty (60) days after the builder has constructed and conveyed sixty-six percent (66%) of the total number of units in all phases of the project, to be constructed, or within one (1) year from the date of incorporation, whichever is sooner. Thereafter, the annual meetings of the members of the Association shall be on the anniversary of the first annual meeting of the membership. If the date for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday, or, the annual meeting shall be held at such other time as shall be specified by the By-Laws of this corporation duly adopted or amended. Any such amendment of the By-Laws, thus duly adopted, changing the date of the annual meeting shall be valid and effective without the necessity of amending the Articles of Incorporation of the corporation. The annual meetings of the Board of Directors and the members of the Association shall be held at the office of the corporation or at such other office or offices at such other places within the County of Maricopa, State of Arizona, as may be designated by the Board of Directors during each fiscal year.

ARTICLE XV

AMENDMENTS

These Articles of Incorporation may be amended by the affirmative vote of seventy-five (75%) of the entire membership. As long as Class B membership exists, amendment of these Articles will require the prior approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE XVI


INCONSISTENCIES

In the event that any part or provision of these Articles of Incorporation are in conflict or inconsistent with the Declaration or with the rules, regulations and requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, the terms and provisions of the Declaration and the rules, regulations and requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration and Federal Housing Administration, shall prevail and supersede such conflicting or inconsistent provisions thereof.

IN WITNESS WHEREOF, we have hereunto set our hands
this 29th day of November, 1982.



JOHN G. STELZMILLER



LAVETA STELZMILLER

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the 29th day of November, 1982,
before me, the undersigned Notary Public, personally appeared
John H. Skizmuler and Laveta Skizmuler
_____, known to me to be the persons whose names
are subscribed to the foregoing instrument, and acknowledged
that they executed the same for the purposes therein contained.

Michelle Lees
Notary Public

MY COMMISSION EXPIRES:

November 20, 1986

FORWARD

Welcome to **Center Court Villas Homeowners Association (CCVHA)**. When you purchase your home at Center Court Villas Condominiums you automatically and legally become members of this Association. All is defined in the documents that you have already received. In accordance with these documents you are legally obligated to follow certain Deed Restrictions, By-Laws, Rules, and Regulations.

The purpose of this handbook is to provide you with an overview and paraphrase of these legal obligations as set forth in your Association documents. The purpose is also to establish an atmosphere of peaceful and pleasant co-existence. It is important, thought, that you read the Association Documents as they contain complete details and, in fact, are the sole governing documents used to support this handbook. In the event of conflict with this handbook, the Association Documents take precedence.

It is extremely important that you read this material and keep it handy for reference. Should you lease your home, this information should be given to your tenant. And, your tenant Must confirm to you in writing that he/she /they received a copy of this document. This acknowledgement should be given to the Association.

If you have any questions, please feel free to contact a member of the Board or the Manager. Telephone numbers are included in the insert in this handbook. Complaints or reports of rude violations can be made by telephone, or in person, but should be followed up in writing to the (CCVHA) Management Agent.

Board of Directors

The Homeowners' Associations is the governed by an elected or appointed Board of Directors (currently composed of (7) voting members) who must be owners. The Board is responsible for the administration of the affairs of the Association as set forth in the By-Laws, Declarations, and Articles of Incorporation. Term of office is staggered and the election of the officers is done annually by the Board at its first meeting after the annual meeting of the owners.

Management Agent

The Board has authorized, as within its powers, a management company to perform certain duties for the Association. These duties include but are not limited to, collection of dues, payment of bills, preparation of monthly and annual reports, assistance in the enforcement of Rules and Regulations, collection of fines, administration, etc.

All matters regarding the Association must be in writing and delivered or mailed to:

Fountain View Realty, Inc.
P.O. Box 18450
Fountain Hills, AZ 85269
Attn: Scott Brendemuhl

INTRODUCTION

You have already received documents which are made up of the Declarations, the Articles of Incorporation, the By-Laws and any Rules of the Homeowners' Association. These should not be confused with the "Commissioners Public Report," which is a document compiled by the Arizona Real Estate Commission prior to the subdivision and sale of Real Estate.

THE DECLARATION

This is the instrument that actually creates a condominium. It sets forth certain restrictions of use of the property, both individually and common areas. It is recorded in the official records of Maricopa County, Arizona. It is the most detailed and important document and takes precedence should there be a conflict with any other document. Its functions are as follows:

1. Define unit boundaries.
2. Allocate percentages of interest and liabilities.
3. Voting rights within the Association.
4. Any easements on the property.
5. Use and occupancy restrictions.
6. Maintenance and repair of the common elements and units.
7. Define the Association, its officers and members
8. Assessments and the budget.
9. Insurance

You should keep this document in a handy place for reference as it outlines the general maintenance of your property. Getting involved with your Association, maintaining communication and a good rapport with others will help insure the beauty and value of your property.

THE ARTICLES OF INCORPORATION

The instrument by which an incorporated Association or unit owners Association is formed and organized under the State's corporate status. The Association is incorporated as a non-profit corporation organized under Chapter 5 of Title 10 of Arizona revised statutes. The purpose is the transaction of all lawful business under said statute. These articles are filed with the Arizona Corporation Commission.

Most condominium communities pay a fee to a management company to maintain the common areas, manage the budget and take care of all the day-to-day operation of the condominium association.

BY-LAWS AND RULES AND REGULATIONS

The By-Laws set forth the Policies and Procedures on how the Corporation and its Board of Directors should conduct the business affairs.

The Rules and Regulations outline the basic "Do's and Don'ts" for the quiet enjoyment of your new home. As with any Association, open communication between you and your neighbors will be of great value to you and your property, both now and in the future.

Fines may be imposed and collected for any violation of By-Laws, Rules and Regulations. A schedule of fines will be found in the Companion booklet to this handbook.

CONCLUSION

This handbook is intended as a brief overview of your Association and we strongly encourage you to read the material and encourage you to work with your neighbors to maintain the integrity and value of your property.

ASSOCIATION RULES AND REGULATIONS FOR CENTER COURT VILLA CONDOMINIUMS

1. No part of the property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each unit shall be used as residence for a single family and guests. No portion or all of any unit may be used as a professional office except only as noted in Article 4.1 of the Declaration.
2. Nothing shall be done or kept in any unit in the common elements which will increase the rates of insurance on any building, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No owner shall permit anything to be done, or kept in his/her unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of the law.
3. No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein either willfully or negligently, which may or become any annoyance or nuisance to the other owners or occupants. No owner shall permit any disturbing noises in the building by himself or herself, his or her family, employees, agents, visitors and licensees, nor do or permit anything by such

persons that will interfere with the rights, comforts or convenience of other owners.

4. Nothing shall be done in any unit or the common elements which will impair the structural integrity of any building or which would structurally change any of the buildings or modify their external appearance.
5. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of unit, balcony, patio, or exposed on any part of the common elements.
6. No reflective materials such aluminum foil, reflective screens, glass mirrors should be installed in any window without the prior written approval from the board of directors.
7. No window coverings such as soap, paint, temporary coating, cardboard, Styrofoam, or the like may be installed in any window. Other window coverings which are visible from the building exterior require prior written approval from the board of directors.
8. No industry, business, trade, occupation or professional of any kind, commercial, religious, education or otherwise designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in or on any unit, except as provided for in article 4.1 of the Declaration.
9. Individual garage sales or other on-site sales activity is not permitted. The Board of Directors may allow an annual or semi-annual garage sale, with town permission, if required.
10. Owners shall be obligated to maintain and keep in good repair their own unit(s) in accordance with the provisions of the Association Documents.
11. Unit owners shall not sweep or throw or permit to be swept or throw from the unit or the doors, windows, terraces or balconies thereof, any dirt or other substance.
12. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Directors except as provided

either herein or in the By-Laws or Declaration expressly provided.

13. All radios television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.
14. No building, fence gate, wall, obstruction, balcony, screen, patio cover, solar collector, antenna, satellite antenna, transmission/reception device, tent, awning, carport cover, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the development, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board. There shall be no construction, alteration or removal of any structure of improvement in the development which would impair or affect the integrity or stability of any existing structure and no changes to exterior color schemes in the project shall be made by owners. Nothing shall be altered on, constructed in or removed from the common areas or building exteriors, except upon written consent of the Board of Directors.
15. No owner shall install or replace an air-conditioning unit without prior written approval of the Board of Directors which shall have the right to approve or disapprove the size, shape, noise level and proposed location of such air-conditioning unit.
16. No terrace or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Directors. No terrace or balcony shall be used for long-term storage or as a storage place.
17. Nothing shall be hung from windows, terraces or balconies. Nor shall any rugs or mops be shaken or hung from or on

any of the windows, doors, balconies or terraces. No laundry or clothes may be hung outdoors where it can be seen by others.

18. No owners or occupant or any of his/her agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his unit any combustible, flammable, corrosive, unhealthy or explosive fluid, material, chemical or substance or any kind of dangerous goods.

19. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements, except that of dogs, cats, or other household pets, not to exceed two (2) per unit, provided they are not kept, bred or maintained for any commercial purposes; provided further that any such pet shall be under the control of the owner at all times. Leashed dogs are permitted within the development and owners are encouraged to walk their dogs in the ~~green belt or grassy~~ ^{DOGGS SHALL BE UNDER 20 POUNDS.} area. All dogs must be on a leash when outside the units, and all pet droppings shall be immediately removed and disposed of properly. All pets should be kept in accordance with local (town) and state rules and codes.

20. The agents of the Board of Directors may enter any room or unit in any building at any reasonable hour after notification for the purpose of inspecting unit for the presence of any vermin insects or other pests, or, in the interests of and at the request of any absent owner, for possible damage to unit or its contents. In the event of any emergency, such right of entry shall be immediate, without the necessity of prior notification being given. But, a clear emergency must exist before entry can be made without notification.

21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Direction.

VEHICLES & PARKING

1. No truck, Mobil home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, boat, boat trailer, commercial vehicles, or vehicle may be stored, parked, kept or repaired on any part of Center Court Villas common area.

2. Under no circumstances will a travel vehicle be used as living quarters while parked on the development.

3. For the purpose of use or trip preparation a camper may be parked on the project overnight. Prior notice must be given to and permission obtained from the board.

4. Except for emergency repairs no vehicles may be serviced or repaired.

5. Parking in any fire lane is not permitted at any time.

6. Improper and unlawful parking, such as left wheel to the curb is not permitted.

7. Vehicles parked in common element parking spaces must be moved at least once in every 24 hour period, i.e. no storage of vehicles on common element parking spaces what so ever.

8. Encourage your visitors and guest to use the extra parking spaces provided through-out project.

9. Daytime and Overnight guest with RVs should park on the street adjacent to the development. The Fountain Hills Police Dept. should be advised of any overnight parking in order to comply with Town Codes.

10. No skateboarding, skating, rollerblading, motorized scooters, or like activity is permitted within the development at anytime.

11. No hard or loud muffler rapping of motor cycles or automobiles is allowed within the development.

12. The Board of Directors shall have the right to have any vehicle or equipment in violation of condominium documents towed away at the sole cost and expense of the owner.

USE RESTRICTIONS

GENERAL

1. Guests are the responsibility of the person who invites them and as such are responsible for their behavior. The safety of your guest is your responsibility and the Association is not liable for injury to guests or damage, etc. to their property while visiting.
2. No owner or their guest, invitee, tenant or occupant shall make or permit any disturbing noises in the building, nor do or permit anything by any such persons that will interfere with the rights, comforts or convenience of other owners or residents. No owner shall play or suffer to be played upon, any musical instrument, television set, radio or stereo in the premises between the hours of 11:00 p.m. and the following 8:00a.m. If the same shall conduct or annoy other occupants of the project. No owner shall conduct or permit to be conducted, vocal or instrumental instruction if the same shall disturb or annoy other occupants of the building. The Association shall be the sole judge of acceptable noise levels.
3. No owner or resident shall permit or invite any salesperson or solicitor to the property unless person's activities are restricted to their unit.
4. All trash must be placed in trash receptacles for such use. No trash or trash containers should be placed outside the front doors or left on patios.
5. Sidewalks, driveways, passages and common areas shall not be obstructed nor used for any other purpose than ingress and egress to the unit.

Landscaping

1. You may not augment, disturb, or alter the landscaped areas in any way without prior written approval from the Board of Directors.
2. No plants may be replaced or removed no matter the condition. Report dead or injured plants to the Board or Manager.
3. No statuary, driftwood, plants, flowers or decorative items may be placed upon or planted in the landscaped or natural areas.
4. There is absolutely no access of any kind permitted on the natural areas of the development.
5. Do not tamper with or adjust any sprinkler head, or any part of the sprinkler system. Garden hoses may be stored, out of sight, attached to near hose bib.
6. Do not change the original as completed landscaping in any way.

If you decide to sell or lease your home

Sales Requirements

Legal legislation now requires a seller to furnish the buyer a copy of the governing documents of the Association, and a certificate containing (1) the name, address and telephone number of the President of the Board, (2) a statement with respect to the current status of all regular and special assessments due from the seller, (3) a statement of whether a portion of the unit is covered by insurance

