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HB 1076/96 - ECM

1997 Regular Session
7r2555
CF 7r1380

By: Senator Stone

Introduced and read first time: January 31, 1997

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Real Property - Common Interest Developments - Dispute Resolution**

3 FOR the purpose of establishing a mechanism for resolving disputes as an alternative to
4 litigation between developers and governing bodies of common interest
5 developments, including councils of unit owners of a condominium, homeowners
6 associations, and cooperative housing corporations; requiring that persons who
7 bring an action for damages against a developer must first meet certain
8 requirements concerning notice, making available of certain parts of the common
9 interest development for inspection and testing, meeting with the developer and the
10 appointment of a mediator; providing for the tolling of certain statutes of limitation
11 under certain circumstances; requiring the dissemination of certain information to
12 members of certain associations; requiring the court to stay certain actions for a
13 certain time if it finds that certain provisions of this Act have not been complied
14 with; and generally relating to alternative dispute resolutions for developers and
15 governing bodies of common interest developments.

16 BY adding to

17 Article - Real Property
18 Section 11C-101 through 11C-104 to be under the new title "Title 11C. Dispute
19 Resolution"
20 Annotated Code of Maryland
21 (1996 Replacement Volume and 1996 Supplement)

22 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
23 MARYLAND, That the Laws of Maryland read as follows:

24 **Article - Real Property**

25 TITLE 11C. DISPUTE RESOLUTION.

26 11C-101.

27 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

28 (B) "ASSOCIATION" MEANS:

29 (1) A COUNCIL OF UNIT OWNERS OF A CONDOMINIUM, AS THAT TERM
30 IS DEFINED UNDER § 11-101 OF THIS ARTICLE;

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1 (2) A COOPERATIVE HOUSING CORPORATION, AS THAT TERM IS
2 DEFINED UNDER § 5-6B-01 OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE; OR

3 (3) A HOMEOWNERS ASSOCIATION, AS THAT TERM IS DEFINED UNDER §
4 11B-101 OF THIS ARTICLE.

5 (C) "COMMON AREAS" MEANS PROPERTY THAT IS OWNED, LEASED, OR
6 MAINTAINED BY A HOMEOWNERS ASSOCIATION OR PROPERTY THAT IS A COMMON
7 ELEMENT UNDER TITLE 11 OF THIS ARTICLE.

8 (D) "COMMON INTEREST DEVELOPMENT" MEANS PROPERTY THAT IS EITHER
9 SUBJECT TO:

10 (1) A CONDOMINIUM REGIME UNDER TITLE 11 OF THIS ARTICLE;

11 (2) A COOPERATIVE HOUSING CORPORATION UNDER TITLE 5, SUBTITLE
12 6B OF THE CORPORATIONS AND ASSOCIATIONS ARTICLE; OR

13 (3) THE ENFORCEMENT POWERS OF A HOMEOWNERS ASSOCIATION
14 UNDER TITLE 11B OF THIS ARTICLE.

15 (E) "DEVELOPER" MEANS THE PERSON OR PERSONS DIRECTLY AND
16 MATERIALLY INVOLVED IN THE DESIGN, CONSTRUCTION, OR SALE OF PROPERTY
17 WITHIN A COMMON INTEREST DEVELOPMENT.

18 (F) "GOVERNING BODY" MEANS THE BOARD OF DIRECTORS, BOARD OF
19 TRUSTEES OR OTHER BODY OF A CONDOMINIUM REGIME, A COOPERATIVE
20 HOUSING CORPORATION, OR A HOMEOWNERS ASSOCIATION WHICH IS PROVIDED
21 THE AUTHORITY TO ACT ON BEHALF OF THE CONDOMINIUM REGIME,
22 COOPERATIVE HOUSING CORPORATION, OR HOMEOWNERS ASSOCIATION.

23 11C-102.

24 (A) UNLESS OTHERWISE AGREED UPON BY THE ASSOCIATION AND THE
25 DEVELOPER, BEFORE AN ASSOCIATION MAY BRING AN ACTION FOR DAMAGES
26 AGAINST THE DEVELOPER OF A COMMON INTEREST DEVELOPMENT BASED ON A
27 CLAIM FOR DEFECTS IN THE DESIGN OR CONSTRUCTION OF THE COMMON
28 INTEREST DEVELOPMENT, THE REQUIREMENTS UNDER THIS SECTION SHALL BE
29 MET.

30 (B) (1) (I) THE ASSOCIATION SHALL MAKE A PRUDENT AND
31 REASONABLE ATTEMPT TO DELIVER WRITTEN NOTICE TO ALL DEVELOPERS
32 AGAINST WHOM THE CLAIM IS MADE SPECIFYING THE DEFECTS THAT ARE THE
33 SUBJECT OF THE CLAIM, INCLUDING IDENTIFICATION OF THE AREAS AND
34 COMPONENTS OF THE COMMON INTEREST DEVELOPMENT THAT HAVE MANIFESTED
35 DAMAGE OR OTHERWISE INDICATE EXISTENCE OF A DEFECT.

36 (II) THE NOTICE SHALL CONTAIN THE CURRENT MAILING
37 ADDRESS FOR THE ASSOCIATION AND SHALL BE DELIVERED TO THE DEVELOPERS
38 OR THEIR AGENTS.

39 (III) THE NOTICE SHALL BE ACCOMPANIED BY COPIES OF THE
40 RESULTS OF ANY INVESTIGATION OR TESTING ACTUALLY CONDUCTED BY THE

3
1 ASSOCIATION BUT ONLY TO THE EXTENT THESE RESULTS ARE RELIED UPON IN THE
2 CLAIM MADE BY THE ASSOCIATION AGAINST THE DEVELOPER.

3 (IV) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, NOTICE
4 SENT BY THE ASSOCIATION TO THE DEVELOPER SHALL, UPON DELIVERY, TOLL ALL
5 STATUTES OF LIMITATION APPLICABLE TO ANY CLAIMS AGAINST ANY DEVELOPER
6 WHO HAS RECEIVED THIS NOTICE, PROVIDED THE NOTICE WAS SENT IN
7 ACCORDANCE WITH SUBSECTION (K) OF THIS SECTION.

8 (2) (I) WITHIN 20 DAYS AFTER THE RECEIPT OF THE NOTICE, A
9 DEVELOPER MAY MAKE A WRITTEN REQUEST TO THE ASSOCIATION TO INSPECT
10 THE COMMON INTEREST DEVELOPMENT AND CONDUCT TESTING TO ANY PORTION
11 OF THE COMMON INTEREST DEVELOPMENT IDENTIFIED IN THE ASSOCIATION'S
12 NOTICE.

13 (II) IF THE DEVELOPER FAILS TO DELIVER A WRITTEN REQUEST
14 TO INSPECT THE COMMON INTEREST DEVELOPMENT WITHIN 20 DAYS AFTER
15 RECEIPT OF THE NOTICE THE ASSOCIATION MAY BRING AN ACTION WITHOUT
16 SATISFYING ANY OTHER REQUIREMENT OF THIS SECTION AND THE TOLLING OF
17 ALL STATUTES OF LIMITATIONS SHALL CEASE 20 DAYS AFTER DELIVERY OF THE
18 NOTICE.

19 (3) (I) WITHIN 10 DAYS AFTER RECEIPT OF A WRITTEN REQUEST
20 FROM ANY DEVELOPER AGAINST WHOM THE CLAIM IS MADE, THE ASSOCIATION
21 SHALL MAKE AVAILABLE FOR INSPECTION AND TESTING ALL COMMON AREAS AND
22 OTHER PORTIONS OF THE COMMON INTEREST DEVELOPMENT IDENTIFIED IN THE
23 ASSOCIATION'S NOTICE.

24 (II) ALL INSPECTIONS AND TESTING BY THE DEVELOPER SHALL BE
25 COMPLETED WITHIN 15 DAYS AFTER THE DATE THE COMMON INTEREST
26 DEVELOPMENT IS MADE AVAILABLE FOR INSPECTION AND TESTING.

27 (4) RIGHTS GRANTED TO THE DEVELOPER UNDER THIS SUBSECTION
28 SHALL BE CONDITIONED UPON COMPLIANCE WITH THE FOLLOWING CONDITIONS:

29 (I) THE DEVELOPER SHALL PAY ALL COSTS OF INSPECTION AND
30 TESTING, RESTORE THE COMMON INTEREST DEVELOPMENT TO THE CONDITION
31 WHICH EXISTED IMMEDIATELY BEFORE THE TESTING, AND INDEMNIFY THE
32 ASSOCIATION FOR ANY AND ALL DAMAGES RESULTING FROM THE TESTING; AND

33 (II) INTERIOR INSPECTIONS OF DWELLINGS SHALL OCCUR ONLY
34 DURING NORMAL BUSINESS HOURS OR OTHER MUTUALLY AGREED UPON TIMES,
35 ONLY UPON NOTICE TO THE OWNER OR OCCUPANT OF THE DWELLING, AND ONLY
36 WITH THE CONSENT OF THE OWNER, WHOSE CONSENT MAY NOT BE
37 UNREASONABLY WITHHELD OR DELAYED.

38 (5) WITHIN 15 DAYS AFTER COMPLETION OF THE INSPECTION AND
39 TESTING UNDER PARAGRAPH (3) OF THIS SUBSECTION, THE DEVELOPER AGAINST
40 WHOM THE CLAIM IS MADE WHO CONDUCTED THE INSPECTION AND TESTING MAY
41 SUBMIT A WRITTEN STATEMENT TO THE ASSOCIATION, STATING THE DEVELOPER'S
42 PROPOSED SETTLEMENT OF THE CLAIM, AND WHETHER THE DEVELOPER PROPOSES
43 TO DO ANY REMEDIAL WORK, PAY THE ASSOCIATION A CASH AMOUNT, OR BOTH.

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1 THE STATEMENT SHALL BE ACCOMPANIED BY COPIES OF THE RESULTS OF ANY
2 INVESTIGATION OR TESTING ACTUALLY CONDUCTED BY THE DEVELOPER BUT
3 ONLY TO THE EXTENT THESE RESULTS RELATE, DIRECTLY OR INDIRECTLY, TO
4 CLAIMS MADE BY THE ASSOCIATION AGAINST THE DEVELOPER.

5 (6) IF THE DEVELOPER DOES NOT DELIVER THE WRITTEN STATEMENT
6 WITHIN 15 DAYS, THE ASSOCIATION MAY BRING AN ACTION ON THE CLAIM
7 DESCRIBED IN THE ASSOCIATION'S NOTICE WITHOUT MEETING ANY OTHER
8 REQUIREMENT OF THIS SECTION.

9 (7) IF THE DEVELOPER DELIVERS A PROPOSED SETTLEMENT OF THE
10 CLAIM, THE ASSOCIATION SHALL CAUSE AT LEAST A MAJORITY OF ITS GOVERNING
11 BODY TO HOLD A SETTLEMENT CONFERENCE WITH THE DEVELOPER WITHIN 15
12 DAYS AFTER RECEIPT OF THE DEVELOPER'S WRITTEN SETTLEMENT PROPOSAL TO
13 DISCUSS THE ASSOCIATION'S CLAIM AND THE DEVELOPER'S PROPOSED
14 SETTLEMENT.

15 (C) IF A SETTLEMENT OF THE ASSOCIATION'S CLAIM IS NOT REACHED
16 WITHIN 15 DAYS AFTER THE SETTLEMENT CONFERENCE HELD PURSUANT TO
17 SUBSECTION (B)(7) OF THIS SECTION, THE ASSOCIATION OR DEVELOPER MAY
18 DELIVER TO THE AMERICAN ARBITRATION ASSOCIATION (OR ANY OTHER
19 MEDIATION ORGANIZATION OR MECHANISM AGREED TO BY THE DEVELOPER AND
20 THE ASSOCIATION) WITHIN 30 DAYS AFTER THE CONFERENCE A WRITTEN REQUEST
21 FOR NONBINDING MEDIATION OF THE DISPUTE IN ACCORDANCE WITH THE
22 CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION
23 ASSOCIATION, AS AMENDED AND IN EFFECT AS OF THE DATE THE REQUEST FOR
24 MEDIATION IS DELIVERED (OR ANY OTHER RULES AGREED TO BY THE DEVELOPER
25 AND THE ASSOCIATION).

26 (D) IF THE GOVERNING BODY OF THE ASSOCIATION DOES NOT ACCEPT THE
27 DEVELOPER'S PROPOSED SETTLEMENT OF THE CLAIM UNDER SUBSECTION (B)(5) OF
28 THIS SECTION AND IF THE PARTIES DECIDE NOT TO PURSUE RESOLUTION OF THE
29 DISPUTE THROUGH MEDIATION, OR IF THE PARTIES ARE UNABLE TO RESOLVE THE
30 DISPUTE THROUGH MEDIATION PURSUANT TO SUBSECTION (C) OF THIS SECTION,
31 THE ASSOCIATION SHALL DISSEMINATE TO EACH MEMBER OF THE ASSOCIATION A
32 SUMMARY OF ALL OF THE MATERIALS REQUIRED UNDER § 11C-103 OF THIS TITLE
33 PRIOR TO BRINGING AN ACTION AGAINST THE DEVELOPER ON THE CLAIM
34 DESCRIBED IN THE ASSOCIATION'S NOTICE. THE SUMMARY REFERRED TO IN THE
35 PRECEDING SENTENCE SHALL CONTAIN A STATEMENT THAT ALL OF THE
36 MATERIALS REQUIRED UNDER § 11C-103 OF THIS TITLE ARE AVAILABLE FOR
37 REVIEW AT THE ASSOCIATION'S OFFICE DURING NORMAL BUSINESS HOURS.

38 (E) IF THE MEDIATION HAS COMMENCED PURSUANT TO SUBSECTION (C) OF
39 THIS SECTION, BUT HAS NOT CONCLUDED WITHIN 90 DAYS AFTER THE
40 COMMENCEMENT OF THE TOLLING OF A STATUTE OF LIMITATIONS, AND THE
41 PARTIES HAVE NOT OTHERWISE AGREED TO EXTEND THE TOLLING PERIOD, THE
42 ASSOCIATION SHALL NOT BE PRECLUDED FROM BRINGING AN ACTION AGAINST
43 THE DEVELOPER ON THE CLAIMS DESCRIBED IN THE ASSOCIATION'S NOTICE AND
44 THE PARTIES SHALL CONTINUE TO PURSUE RESOLUTION OF THE DISPUTE
45 THROUGH MEDIATION.

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1 (F) AT ANY TIME AFTER DELIVERY OF THE NOTICE BY THE ASSOCIATION
2 PURSUANT TO SUBSECTION (B)(1)(I) OF THIS SECTION, THE ASSOCIATION AND THE
3 DEVELOPER MAY AGREE IN WRITING TO MODIFY OR EXCUSE ANY OF THE OTHER
4 CONDITIONS OR TIME PERIODS SET FORTH IN THIS SECTION.

5 (G) SATISFACTION OF THE REQUIREMENTS OF THIS SECTION, OR A WRITTEN
6 MODIFICATION OR EXCUSE OF THESE REQUIREMENTS, SHALL BE SPECIFIED IN A
7 COMPLAINT IN AN ACTION FOR DAMAGES SUBJECT TO THIS SECTION.

8 (H) (1) AT ANY TIME, ANY DEVELOPER WHO HAS DELIVERED THE WRITTEN
9 REQUEST DESCRIBED IN SUBSECTION (B)(2) OF THIS SECTION MAY DELIVER
10 WRITTEN NOTICE TO THE ASSOCIATION TO CANCEL THE TOLLING OF THE STATUTE
11 OF LIMITATIONS PROVIDED IN SUBSECTION (B)(1)(IV) OF THIS SECTION.

12 (2) ON RECEIPT OF THE NOTICE PURSUANT TO PARAGRAPH (1) OF THIS
13 SUBSECTION, THE ASSOCIATION SHALL BE RELIEVED OF ALL FURTHER
14 OBLIGATIONS TO SATISFY THE CONDITIONS OF SUBSECTIONS (B), (C), AND (D) OF
15 THIS SECTION WITH RESPECT TO ANY DEVELOPER WHO HAS DELIVERED A
16 WRITTEN NOTICE TO CANCEL THE TOLLING OF THE STATUTE OF LIMITATIONS. THE
17 TOLLING OF ALL APPLICABLE STATUTES OF LIMITATION SHALL END 45 DAYS AFTER
18 DELIVERY OF THE WRITTEN NOTICE OF CANCELLATION BY THE DEVELOPER.

19 (I) UNLESS OTHERWISE PROVIDED HEREIN, THE PROHIBITION ON ACTIONS
20 BY THE ASSOCIATION AGAINST THE DEVELOPER AND THE TOLLING OF THE
21 STATUTE OF LIMITATIONS SHALL AUTOMATICALLY END 110 DAYS AFTER THE
22 COMMENCEMENT OF THE TOLLING, UNLESS OTHERWISE AGREED TO BY THE
23 PARTIES.

24 (J) (1) IF THE ASSOCIATION SUBSEQUENTLY ASSERTS ANY CLAIM NOT SET
25 FORTH IN ANY PRIOR NOTICE DELIVERED TO THE DEVELOPER UNDER SUBSECTION
26 (B)(1) OF THIS SECTION, ALL OF THE REQUIREMENTS OF THIS SECTION SHALL APPLY
27 TO EACH CLAIM NOT SET FORTH IN THE PRIOR NOTICE, EXCEPT AS FOLLOWS:

28 (I) DEFECTS THAT ARE DISCOVERED IN THE COURSE OF
29 INSPECTIONS OR INVESTIGATIONS CONDUCTED IN ACCORDANCE WITH THIS
30 SECTION SHALL BE DEEMED INCLUDED IN THE PRIOR PROVIDED NOTICE; AND

31 (II) DEFECTS THAT ARE DISCOVERED BY THE ASSOCIATION AFTER
32 ITS GIVING OF NOTICE AND THAT ARE NOT RELATED TO AN AREA OR COMPONENT
33 OF THE COMMON INTEREST DEVELOPMENT IDENTIFIED IN THE CLAIM MAY BE
34 AMENDED INTO THAT NOTICE UPON NOTIFYING THE DEVELOPER.

35 (2) IF A CLAIM IS AMENDED, THE TIME SPECIFIED IN SUBSECTION (B)(3)
36 OF THIS SECTION FOR A DEVELOPER'S TESTING AND INSPECTION SHALL BE
37 EXTENDED BY 10 DAYS TO PERMIT TESTING AND INSPECTION, OR BY 15 DAYS IF LESS
38 THAN 10 DAYS REMAINS IN THE SPECIFIED PERIOD.

39 (K) A NOTICE, REQUEST, STATEMENT, OR OTHER COMMUNICATION
40 REQUIRED TO BE SENT TO THE DEVELOPER OR THE ASSOCIATION UNDER THIS
41 TITLE SHALL BE MAILED BY FIRST-CLASS REGISTERED OR CERTIFIED MAIL,
42 RETURN RECEIPT REQUESTED, OR PERSONALLY SERVED ON THE PARTY ENTITLED
43 TO RECEIVE SUCH NOTICE, REQUEST, STATEMENT, OR OTHER COMMUNICATION.

1 11C-103.

2 (A) BEFORE AN ASSOCIATION BRINGS AN ACTION FOR DAMAGES AGAINST
3 ANY DEVELOPER UNDER § 11C-102 OF THIS TITLE, THE ASSOCIATION SHALL MAKE A
4 REASONABLE ATTEMPT TO DISSEMINATE TO EACH MEMBER OF THE ASSOCIATION
5 AND TO EACH MORTGAGEE WHO HAS REQUESTED NOTICES FROM THE
6 ASSOCIATION:

7 (1) A WRITTEN STATEMENT OF THE CLAIM OF THE ASSOCIATION
8 AGAINST THE DEVELOPER, SPECIFYING THE DEFECTS THAT ARE THE SUBJECT OF
9 THE CLAIM, INCLUDING REASONABLE IDENTIFICATION OF THE AREAS AND
10 COMPONENTS OF THE COMMON INTEREST DEVELOPMENT THAT HAVE MANIFESTED
11 DAMAGE OR OTHERWISE INDICATED EXISTENCE OF A DEFECT;

12 (2) A COPY OF THE WRITTEN RESPONSE OF THE DEVELOPER TO THE
13 CLAIM OF THE ASSOCIATION, INCLUDING ANY PROPOSED SETTLEMENT DELIVERED
14 BY THE DEVELOPER TO THE ASSOCIATION;

15 (3) INFORMATION ABOUT THE REQUEST FOR MEDIATION, THE
16 RESULTS OF THE MEDIATION, AND A NOTICE ADVISING THE MEMBER THAT ANY
17 MATERIALS PRODUCED BY OR PROVIDED TO THE ASSOCIATION DURING THE
18 MEDIATION ARE AVAILABLE FOR REVIEW AT THE ASSOCIATION'S OFFICE DURING
19 NORMAL BUSINESS HOURS;

20 (4) A STATEMENT AS TO WHICH PARTY OR PARTIES REFUSED TO
21 ACCEPT THE RESULTS OF, OR FINAL OFFERS MADE DURING, THE MEDIATION, IF
22 APPLICABLE, AND THE REASON FOR THE REFUSAL;

23 (5) A STATEMENT THAT THE GOVERNING BODY OF THE ASSOCIATION
24 DESIRES TO BRING SUIT AND A STATEMENT OF THE REASONABLY ANTICIPATED
25 CONSEQUENCES OF PROCEEDING WITH THE LITIGATION (THE FORM AND CONTENT
26 OF SUCH STATEMENT TO BE SUBJECT TO THE REASONABLE JUDGMENT OF THE
27 GOVERNING BODY); AND

28 (6) A STATEMENT THAT IF 10% OF THE MEMBERS, OR 10% OF THE
29 MORTGAGEES ENTITLED TO NOTICE, REQUEST A SPECIAL MEETING OF THE
30 ASSOCIATION TO DISCUSS THE PROPOSED LITIGATION BY THE ASSOCIATION
31 AGAINST THE DEVELOPER WITHIN 30 DAYS AFTER THE DATE THE NOTICE IS
32 MAILED OR DELIVERED TO THE MEMBERS AND MORTGAGEES BY THE
33 ASSOCIATION, THEN A SPECIAL MEETING MUST BE HELD.

34 (B) ALL WRITTEN MATERIALS PROVIDED TO THE MEMBERS OF THE
35 ASSOCIATION UNDER SUBSECTION (A) OF THIS SECTION ARE PRIVILEGED
36 COMMUNICATIONS AND ARE NOT ADMISSIBLE IN EVIDENCE IN ANY ACTION
37 SUBJECT TO THIS TITLE.

38 (C) SATISFACTION OF THE REQUIREMENTS OF SUBSECTION (A) THIS SECTION
39 SHALL BE SPECIFIED IN ANY COMPLAINT SUBJECT TO THIS TITLE.

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1 11C-104.

2 (A) (1) FAILURE BY THE ASSOCIATION TO COMPLY WITH A MATERIAL
3 REQUIREMENT UNDER THIS TITLE MAY BE ASSERTED AS A PROCEDURAL
4 DEFICIENCY TO ANY ACTION BROUGHT BY THE ASSOCIATION AGAINST THE
5 DEVELOPER PURSUANT TO § 11C-103 OF THIS TITLE.

6 (2) UPON APPLICATION BY THE DEVELOPER ALLEGING
7 NONCOMPLIANCE WITH THIS TITLE, THE COURT SHALL SCHEDULE A HEARING
8 WITHIN 15 DAYS AFTER THE FILING OF THE PETITION TO DETERMINE WHETHER
9 THE ASSOCIATION HAS COMPLIED WITH THE MATERIAL REQUIREMENTS OF THIS
10 TITLE.

11 (B) IF THE COURT FINDS THAT THE ASSOCIATION DID NOT COMPLY WITH
12 THE PROVISIONS OF THIS TITLE AND THAT NONCOMPLIANCE MATERIALLY AFFECTS
13 THE PUBLIC INTEREST FOR THE PARTIES TO EXPLORE ALTERNATIVES TO
14 LITIGATION, THEN THE COURT:

15 (1) SHALL STAY THE ACTION FOR UP TO 90 DAYS TO ALLOW THE
16 ASSOCIATION TO ESTABLISH COMPLIANCE TO SATISFY THE PUBLIC INTEREST; AND

17 (2) IN THE INTEREST OF JUSTICE, SHALL EXTEND THE TIME PERIOD
18 FOR COMPLIANCE UPON PETITION BY THE ASSOCIATION.

19 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
20 July 1, 1997.