

## As Introduced

124th General Assembly  
Regular Session  
2001-2002

H. B. No. 505

REPRESENTATIVES Salerno, Hollister, Britton

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### A B I L L

To amend sections 317.08, 317.09, 5301.01, 5301.25, 1  
5301.255, 5311.02, 5311.03, 5311.04, 5311.05, 2  
5311.051, 5311.052, 5311.06, 5311.07, 5311.08, 3  
5311.09, 5311.10, 5311.11, 5311.12, 5311.13, 4  
5311.14, 5311.16, 5311.17, 5311.18, 5311.19, 5  
5311.20, 5311.21, 5311.22, 5311.23, 5311.24, 6  
5311.25, 5311.26, 5311.27, and 5721.35, to enact 7  
new section 5311.01 and sections 5311.031, 8  
5311.032, 5311.033, 5311.041, 5311.081, and 9  
5311.091, and to repeal sections 5311.01, 5311.15, 10  
and 5311.241 of the Revised Code to revise the Ohio 11  
Condominium Law. 12

### BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:

**Section 1.** That sections 317.08, 317.09, 5301.01, 5301.25, 13  
5301.255, 5311.02, 5311.03, 5311.04, 5311.05, 5311.051, 5311.052, 14  
5311.06, 5311.07, 5311.08, 5311.09, 5311.10, 5311.11, 5311.12, 15  
5311.13, 5311.14, 5311.16, 5311.17, 5311.18, 5311.19, 5311.20, 16  
5311.21, 5311.22, 5311.23, 5311.24, 5311.25, 5311.26, 5311.27, and 17  
5721.35 be amended and that new section 5311.01 and sections 18  
5311.031, 5311.032, 5311.033, 5311.041, 5311.081, and 5311.091 of 19  
the Revised Code be enacted to read as follows: 20

**Sec. 317.08.** (A) Except as provided in ~~division (F)~~ divisions 21  
(C) and (D) of this section, the county recorder shall keep six 22  
separate sets of records as follows: 23

~~(A)~~(1) A record of deeds, in which shall be recorded all 24  
deeds and other instruments of writing for the absolute and 25  
unconditional sale or conveyance of lands, tenements, and 26  
hereditaments; all notices as provided for in sections 5301.47 to 27  
5301.56 of the Revised Code; all judgments or decrees in actions 28  
brought under section 5303.01 of the Revised Code; all 29  
declarations and bylaws, and all amendments to declarations and 30  
bylaws, as provided for in Chapter 5311. of the Revised Code; 31  
affidavits as provided ~~for~~ in section 5301.252 of the Revised 32  
Code; all certificates as provided for in section 5311.17 of the 33  
Revised Code; all articles dedicating archaeological preserves 34  
accepted by the director of the Ohio historical society under 35  
section 149.52 of the Revised Code; all articles dedicating nature 36  
preserves accepted by the director of natural resources under 37  
section 1517.05 of the Revised Code; all agreements for the 38  
registration of lands as archaeological or historic landmarks 39  
under section 149.51 or 149.55 of the Revised Code; all 40  
conveyances of conservation easements and agricultural easements 41  
under section 5301.68 of the Revised Code; all instruments 42  
extinguishing agricultural easements under section 901.21 or 43  
5301.691 of the Revised Code or pursuant to terms of such an 44  
easement granted to a charitable organization under section 45  
5301.68 of the Revised Code; all instruments or orders described 46  
in division (B)(1)(c)(ii) of section 5301.56 of the Revised Code; 47  
all no further action letters issued under section 122.654 or 48  
3746.11 of the Revised Code; all covenants not to sue issued under 49  
section 3746.12 of the Revised Code, including all covenants not 50  
to sue issued pursuant to section 122.654 of the Revised Code; any 51  
restrictions on the use of property contained in a no further 52

action letter issued under section 122.654 of the Revised Code and 53  
any restrictions on the use of property identified pursuant to 54  
division (C)(3) of section 3746.10 of the Revised Code; all 55  
memoranda of trust, as described in division (A) of section 56  
5301.255 of the Revised Code, that describe specific real 57  
property; and all agreements entered into under division (A) of 58  
section 1521.26 of the Revised Code; 59

~~(B)~~(2) A record of mortgages, in which shall be recorded all 60  
of the following: 61

~~(1)~~(a) All mortgages, including amendments, supplements, 62  
modifications, and extensions of mortgages, or other instruments 63  
of writing by which lands, tenements, or hereditaments are or may 64  
be mortgaged or otherwise conditionally sold, conveyed, affected, 65  
or encumbered; 66

~~(2)~~(b) All executory installment contracts for the sale of 67  
land executed after September 29, 1961, that by their terms are 68  
not required to be fully performed by one or more of the parties 69  
to them within one year of the date of the contracts; 70

~~(3)~~(c) All options to purchase real estate, including 71  
supplements, modifications, and amendments of the options, but no 72  
option of that nature shall be recorded if it does not state a 73  
specific day and year of expiration of its validity; 74

~~(4)~~(d) Any tax certificate sold under section 5721.33 of the 75  
Revised Code, or memorandum ~~thereof~~ of it, that is presented for 76  
filing of record. 77

~~(C)~~(3) A record of powers of attorney, including all 78  
memoranda of trust, as described in division (A) of section 79  
5301.255 of the Revised Code, that do not describe specific real 80  
property; 81

~~(D)~~(4) A record of plats, in which shall be recorded all 82  
plats and maps of town lots, of the subdivision of town lots, and 83

of other divisions or surveys of lands, any center line survey of 84  
a highway located within the county, the plat of which shall be 85  
furnished by the director of transportation or county engineer, 86  
and all drawings and amendments to drawings, as provided for in 87  
Chapter 5311. of the Revised Code; 88

~~(E)~~(5) A record of leases, in which shall be recorded all 89  
leases, memoranda of leases, and supplements, modifications, and 90  
amendments of leases and memoranda of leases; 91

~~(F)~~(6) A record of declarations executed pursuant to section 92  
2133.02 of the Revised Code and durable powers of attorney for 93  
health care executed pursuant to section 1337.12 of the Revised 94  
Code. 95

(B) All instruments or memoranda of instruments entitled to 96  
record shall be recorded in the proper record in the order in 97  
which they are presented for record. The recorder may index, keep, 98  
and record in one volume unemployment compensation liens, internal 99  
revenue tax liens and other liens in favor of the United States as 100  
described in division (A) of section 317.09 of the Revised Code, 101  
personal tax liens, mechanic's liens, agricultural product liens, 102  
notices of liens, certificates of satisfaction or partial release 103  
of estate tax liens, discharges of recognizances, excise and 104  
franchise tax liens on corporations, broker's liens, and liens 105  
provided for in sections 1513.33, 1513.37, 3752.13, 5111.021, and 106  
5311.18 of the Revised Code. 107

The recording of an option to purchase real estate, including 108  
any supplement, modification, and amendment of the option, under 109  
this section shall serve as notice to any purchaser of an interest 110  
in the real estate covered by the option only during the period of 111  
the validity of the option as stated in the option. 112

~~(G)~~(C) In lieu of keeping the six separate sets of records 113  
required in divisions (A)(1) to ~~(F)~~(6) of this section and the 114  
records required in division ~~(H)~~(D) of this section, a county 115

recorder may record all the instruments required to be recorded by 116  
this section in two separate sets of record books. One set shall 117  
be called the "official records" and shall contain the instruments 118  
listed in divisions (A)(1), ~~(B)(2)~~, ~~(C)(3)~~, ~~(E)(5)~~, ~~(F)~~, and (6) 119  
and ~~(H)(D)~~ of this section. The second set of records shall 120  
contain the instruments listed in division ~~(D)~~(A)(4) of this 121  
section. 122

~~(H)(D)~~ Except as provided in division ~~(G)(C)~~ of this section, 123  
the county recorder shall keep a separate set of records 124  
containing all corrupt activity lien notices filed with the 125  
recorder pursuant to section 2923.36 of the Revised Code and a 126  
separate set of records containing all medicaid fraud lien notices 127  
filed with the recorder pursuant to section 2933.75 of the Revised 128  
Code. 129

**Sec. 317.09.** (A) Notices of liens for internal revenue taxes, 130  
of liens arising under section 107 of the "Comprehensive 131  
Environmental Response, Compensation, and Liability Act of 1980," 132  
94 Stat. 2781, 42 U.S.C.A. 9607, as amended, and of any other lien 133  
in favor of the United States, as provided in the statutes of the 134  
United States or in any regulation adopted under those statutes, 135  
certificates discharging the liens, and certificates of release of 136  
the liens shall be filed for record, by mail or otherwise, in the 137  
office of the county recorder of the county in which the property 138  
subject to the lien is situated. If a duplicate copy of a notice 139  
of a lien or a certificate of discharge or release of a lien is 140  
provided, the recorder shall endorse on the copy the date and hour 141  
that the notice or certificate was received for filing and 142  
recording, and shall return the copy, by mail or otherwise, to the 143  
district director of the internal revenue service of the Ohio 144  
district from which the notice or certificate originated, the 145  
regional administrator of the region of the United States 146  
environmental protection agency from which the notice or 147

certificate originated, or the other official of the United States 148  
who originated the notice or certificate, whichever is applicable. 149

Except as provided in division (B) of this section, when a 150  
notice of a lien in favor of the United States is filed, the 151  
recorder shall enter it in a book known as the "federal tax and 152  
other federal lien index," in alphabetical order, showing on one 153  
line the name and residence of the person named in the notice, the 154  
serial number or other identifying number of the notice, and the 155  
total amount of the lien. The recorder shall file and keep all 156  
original notices of liens in numerical order. When a certificate 157  
of discharge or release of any lien in favor of the United States 158  
is issued by the proper official of the United States, or ~~his~~ the 159  
official's delegate, and is filed for record in the office of the 160  
recorder in which the original notice of the lien is filed, the 161  
recorder shall enter the certificate with the date of filing in 162  
the federal tax and other federal lien index on the line on which 163  
the notice of the lien so discharged or released is entered and 164  
permanently attach the original certificate of discharge or 165  
release to the original notice of the lien. 166

(B) If a county recorder records all instruments in two sets 167  
of record books pursuant to division ~~(F)~~ (C) of section 317.08 of 168  
the Revised Code, notices of liens in favor of the United States 169  
and certificates discharging or releasing those liens that are 170  
filed with the recorder shall be recorded in the "official 171  
records" set of books. 172

(C) The county recorder shall receive a fee of five dollars 173  
for filing and indexing each notice of a lien filed pursuant to 174  
this section and shall receive a fee of three dollars for filing 175  
and indexing a certificate of discharge or release of the lien. 176  
The fees provided for in this division shall be collected at the 177  
time that the notice or certificate is presented in the office of 178  
the recorder. 179

**Sec. 5301.01.** (A) A deed, mortgage, land contract as referred 180  
to in division ~~(B)~~(A)(2)(b) of section 317.08 of the Revised Code, 181  
or lease of any interest in real property and a memorandum of 182  
trust as described in division (A) of section 5301.255 of the 183  
Revised Code shall be signed by the grantor, mortgagor, vendor, or 184  
lessor in the case of a deed, mortgage, land contract, or lease or 185  
shall be signed by the settlor and trustee in the case of a 186  
memorandum of trust. The signing shall be acknowledged by the 187  
grantor, mortgagor, vendor, or lessor, or by the settlor and 188  
trustee, before a judge or clerk of a court of record in this 189  
state, or a county auditor, county engineer, notary public, or 190  
mayor, who shall certify the acknowledgement and subscribe the 191  
official's name to the certificate of the acknowledgement. 192

(B)(1) If a deed, mortgage, land contract as referred to in 193  
division ~~(B)~~(A)(2)(b) of section 317.08 of the Revised Code, lease 194  
of any interest in real property, or a memorandum of trust as 195  
described in division (A) of section 5301.255 of the Revised Code 196  
was executed prior to ~~the effective date of this amendment~~ 197  
February 1, 2002 and was not acknowledged in the presence of, or 198  
was not attested by, two witnesses as required by this section 199  
prior to that effective date, both of the following apply: 200

(a) The instrument is deemed properly executed and is 201  
presumed to be valid unless the signature of the grantor, 202  
mortgagor, vendor, or lessor in the case of a deed, mortgage, land 203  
contract, or lease or of the settlor and trustee in the case of a 204  
memorandum of trust was obtained by fraud. 205

(b) The recording of the instrument in the office of the 206  
county recorder of the county in which the subject property is 207  
situated is constructive notice of the instrument to all persons, 208  
including without limitation, a subsequent purchaser in good faith 209  
or any other subsequent holder of an interest in the property, 210

regardless of whether the instrument was recorded prior to, on, or  
after ~~the effective date of this amendment~~ February 1, 2002.

(2) Division (B)(1) of this section does not affect any  
accrued substantive rights or vested rights that came into  
existence prior to ~~the effective date of this amendment~~ February  
1, 2002.

**Sec. 5301.25.** (A) All deeds, land contracts referred to in  
division ~~(B)~~(A)(2)(b) of section 317.08 of the Revised Code, and  
instruments of writing properly executed for the conveyance or  
encumbrance of lands, tenements, or hereditaments, other than as  
provided in division (C) of this section and section 5301.23 of  
the Revised Code, shall be recorded in the office of the county  
recorder of the county in which the premises are situated, ~~and~~  
~~until~~. Until so recorded or filed for record, they are fraudulent,  
~~so far insofar~~ as ~~relates~~ they relate to a subsequent bona fide  
purchaser having, at the time of purchase, no knowledge of the  
existence of ~~such~~ that former deed ~~or~~ land contract, or  
instrument.

(B) Whenever a survey is made of lands ~~which~~ that are being  
conveyed, the county auditor shall require that the name of the  
person who made the survey appear in the deed. ~~Such~~ The name shall  
either be printed, typewritten, stamped, or signed in a legible  
manner. An instrument is in compliance with this ~~section~~ division  
if it contains a statement in the following form:

"A survey of this property was made by ....."

(Name)

This division does not apply to any court decree, order,  
judgment, or writ, ~~nor~~ to any instrument executed or acknowledged  
outside of this state, or to any instrument executed within this  
state prior to September 20, 1965.



(C) All tax certificates sold pursuant to section 5721.32 or 240  
5721.33 of the Revised Code, or memoranda thereof, may be recorded 241  
in the office of the county recorder of the county in which the 242  
premises are situated, as provided in division (B) of section 243  
5721.35 of the Revised Code; provided, however, that the first and 244  
superior lien of the state and its taxing districts conveyed to 245  
the holder of the tax certificate, as provided in division (A) of 246  
section 5721.35 of the Revised Code, shall in no way be diminished 247  
or adversely affected if the tax certificate evidencing the 248  
conveyance of such first and superior lien, or memorandum thereof, 249  
is not recorded as provided in this section. 250

**Sec. 5301.255.** (A) A memorandum of trust that satisfies both 251  
of the following may be presented for recordation in the office of 252  
the county recorder of any county in which real property that is 253  
subject to the trust is located: 254

(1) The memorandum shall be executed by the settlor and 255  
trustee of the trust and acknowledged by the settlor and trustee 256  
of the trust in accordance with section 5301.01 of the Revised 257  
Code. 258

(2) The memorandum shall state all of the following: 259

(a) The names and addresses of the settlor and trustee of the 260  
trust; 261

(b) The date of execution of the trust; 262

(c) The powers specified in the trust relative to the 263  
acquisition, sale, or encumbering of real property by the trustee 264  
or the conveyance of real property by the trustee, and any 265  
restrictions upon those powers. 266

(B) A memorandum of trust that satisfies divisions (A)(1) and 267  
(2) of this section also may set forth the substance or actual 268  
text of provisions of the trust that are not described in those 269

divisions.

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(C) A memorandum of trust that satisfies divisions (A)(1) and (2) of this section shall constitute notice only of the information contained in it.

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(D) Upon the presentation for recordation of a memorandum of trust that satisfies divisions (A)(1) and (2) of this section and the payment of the requisite fee prescribed in section 317.32 of the Revised Code, a county recorder shall record the memorandum of trust as follows:

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(1) Unless division (D)(2) of this section applies, in the record of deeds described in division (A)(1) of section 317.08 of the Revised Code, if the memorandum of trust describes specific real property, or in the record of powers of attorney described in division ~~(C)~~(A)(3) of that section, if the memorandum of trust does not describe specific real property;

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(2) If the county recorder records instruments in accordance with division ~~(F)~~(C) of section 317.08 of the Revised Code, in the official records described in that division.

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**Sec. 5311.01.** As used in this chapter, except as otherwise provided:

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(A) "Agent" means any person who represents a developer, or who acts for or on behalf of a developer, in selling or offering to sell any condominium ownership interest in a condominium development. "Agent" does not include an attorney whose representation of a developer consists solely of rendering legal services.

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(B) "Additional property" means land, including surface and air rights, or improvements to land, that are described in an original declaration and that may be added in the future to an expandable condominium property.

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(C) "Affiliate of a developer" means any person who controls 300  
a developer, is controlled by a developer, or is under common 301  
control of a developer. For the purposes of this division: 302

(1) A person "controls" a developer if any of the following 303  
applies: 304

(a) The person is a general partner, officer, member, 305  
manager, director, or employer of the developer. 306

(b) The person owns, controls, holds with power to vote, or 307  
holds proxies representing more than twenty per cent of the voting 308  
interest in the developer, doing so either directly or indirectly, 309  
acting in concert with one or more other persons, or through one 310  
or more subsidiaries. 311

(c) The person controls, in any manner, the election of a 312  
majority of the developer's directors. 313

(d) The person has contributed more than twenty per cent of 314  
the developer's capital. 315

(2) A person "is controlled by" a developer if any of the 316  
following applies: 317

(a) The developer is a general partner, member, manager, 318  
officer, director, or employer of the person. 319

(b) The developer owns, controls, holds with power to vote, 320  
or holds proxies representing more than twenty per cent of the 321  
voting interest in the person, doing so either directly or 322  
indirectly, acting in concert with one or more other persons, or 323  
through one or more subsidiaries. 324

(c) The developer controls, in any manner, the election of a 325  
majority of the person's directors. 326

(d) The developer has contributed more than twenty per cent 327  
of the person's capital. 328

(3) "Control" does not exist if a person or developer holds 329  
any power described in this division solely as security for an 330  
obligation and that power is not exercised. 331

(D) "Body of water" means a stream, lake, pond, marsh, river, 332  
or other body of natural or artificial surface water. 333

(E) "Common assessments" means assessments that are charged 334  
proportionately against all units for common purposes. 335

(F) "Common elements" means, unless otherwise provided in the 336  
declaration, the following parts of the condominium property: 337

(1) The land described in the declaration; 338

(2) All other areas, facilities, places, and structures that 339  
are not part of a unit, including, but not limited to, the 340  
following: 341

(a) The foundations, columns, girders, beams, supports, 342  
supporting walls, roofs, halls, corridors, lobbies, stairs, 343  
stairways, fire escapes, entrances, and exits of buildings; 344

(b) The basement, yards, gardens, parking areas, garages, and 345  
storage spaces; 346

(c) The premises for the lodging of janitors or persons in 347  
charge of the property; 348

(d) Installations of central services, including, but not 349  
limited to, power, light, gas, hot and cold water, heating, 350  
refrigeration, air conditioning, and incinerating; 351

(e) The elevators, tanks, pumps, motors, fans, compressors, 352  
ducts, and, in general, all apparatus and installations existing 353  
for common use; 354

(f) Community and commercial facilities that are not listed 355  
in this division and that are provided for in the declaration; 356

(g) All parts of the condominium property that are not listed 357

in this division and that are necessary or convenient to its  
existence, maintenance, and safety, that are normally in common  
use, or that have been designated as common elements in the  
declaration or drawings.

(G) "Common expenses" means expenses designated as common  
expenses in this chapter or in the declaration.

(H) "Common losses" means the amount by which the common  
expenses during any period of time exceeds the common assessments  
and common profits during that period.

(I) "Common profits" means the amount by which the total  
income received from any of the following exceeds expenses  
allocable to the particular income, rental, fee, or charge:

(1) Assessments charged for special benefits to specific  
units;

(2) Rents received from the rental of equipment or space in  
common elements;

(3) Any other fee, charge, or income other than common  
assessments.

(J) "Common surplus" means the amount by which common  
assessments collected during any period exceed common expenses.

(K) "Condominium development" means a condominium property in  
which two or more individual residential or water slip units,  
together with their undivided interests in the common elements of  
the property, are offered for sale pursuant to a common  
promotional plan.

(L) "Condominium instruments" means the declaration and  
accompanying drawings and plans, the bylaws of the unit owner's  
association, the condominium development disclosure statement  
described in section 5311.26 of the Revised Code, any contracts  
pertaining to the management of the condominium property, and any

other documents, contracts, or instruments establishing ownership  
of or exerting control over a condominium property or unit.

(M) "Condominium ownership interest" means a fee simple  
estate or a ninety-nine-year leasehold estate, renewable forever,  
in a unit, together with an appurtenant undivided interest in the  
common elements.

(N) "Condominium property" means all real and personal  
property submitted to the provisions of this chapter, including  
land, and the buildings, improvements, and structures on that  
land, the land under a water slip and the buildings, improvements,  
and structures that form or that are utilized in connection with  
that water slip, and all easements, rights, and appurtenances  
belonging to the land or to the land under a water slip.

(O) "Conversion condominium development" means a condominium  
development that was operated as a rental property and occupied by  
tenants immediately prior to the submission of the property to the  
provisions of this chapter.

(P) "Convertible unit" means a unit that may be converted  
into one or more units and common elements, including limited  
common elements.

(Q) "Declaration" means the instrument by which property is  
submitted to the provisions of this chapter and all amendments to  
that declaration.

(R) "Developer" means any person who directly or indirectly  
sells or offers for sale condominium ownership interests in a  
condominium development. "Developer" includes the declarant of a  
condominium development and any successor to that declarant who  
stands in the same relation to the condominium development as the  
declarant.

(S) "Exclusive use area" means common elements that the  
declaration reserves for delegation by the board of trustees to

the use of a certain unit or units and to the exclusion of other units.

(T) "Expandable condominium property" means a condominium property in which the original declaration reserves the right to add additional property.

(U) "Leasehold condominium development" means a condominium development in which each unit owner owns a ninety-nine-year leasehold estate, renewable forever, in the owner's unit, in the land upon which that unit is situated, or in both, together with an undivided leasehold interest in the common elements, with all leasehold interests due to expire at the same time.

(V) "Limited common elements" means the common elements that the declaration designates as being reserved for use of a certain unit or units to the exclusion of the other units.

(W) "Offer" includes any inducement or solicitation to encourage a person to acquire a condominium ownership interest in a condominium development.

(X) "Par value" means a number, expressed in dollars, points, or as a percentage or fraction, attached to a unit by the declaration.

(Y) "Purchaser" means a person who purchases a condominium ownership interest for consideration pursuant to an agreement for the conveyance or transfer of that interest for consideration.

(Z) "Sale of a condominium ownership interest" means the execution by both parties of an agreement for the conveyance or transfer for consideration of a condominium ownership interest. "Sale of a condominium ownership interest" does not include a transfer of one or more units from the developer to another developer, a subsidiary of the developer, or a financial institution for the purpose of facilitating the sale or development of the remaining or unsold portion of the condominium

property or additional property.

(AA) "Unit" means the part of the condominium property that is designated as a unit in the declaration, is delineated as a unit on the drawings prepared pursuant to section 5311.07 of the Revised Code, and is one of the following:

(1) A residential unit, in which the designated part of the condominium property is devoted in whole or in part to use as a residential dwelling consisting of one or more rooms on one or more floors of a building.

(2) A water slip unit, which consists of the land that is under the water in a water slip, and the land that is under the piers or wharves that form the water slip and which is used for the mooring of watercraft.

(3) A commercial unit in which the property is designated for separate ownership or occupancy solely for commercial purposes, industrial purposes, or other nonresidential or nonwater slip use.

(BB) "Unit owner" means a person who owns a condominium ownership interest in a unit.

(CC) "Unit owners association" means the organization that administers the condominium property and that consists of all the owners of units in a condominium property.

(DD) "Watercraft" has the same meaning as in division (A) of section 1547.01 of the Revised Code.

(EE) "Water slip" means a channel of water between piers or wharves.

**Sec. 5311.02.** ~~Chapter 5311. of the Revised Code~~ (A) This chapter applies only to property that is specifically submitted to its provisions by the execution and filing for record of a



declaration by the owner, as provided in this chapter. In every 479  
instance, any property so submitted shall be either a fee simple 480  
estate or a ninety-nine year leasehold, renewable forever. Neither 481  
the submission of property to the provisions of this chapter, nor 482  
the conveyance or transfer of a condominium ownership interest 483  
constitutes a subdivision within the meaning of, or is subject to, 484  
Chapter 711. of the Revised Code. 485

(B)(1) No local building, housing, air pollution, sanitation, 486  
health, fire, zoning, safety, or other real property use code, 487  
ordinance, or regulation may prohibit the condominium form of 488  
property ownership or impose any requirement on a condominium 489  
property that is not imposed on a physically identical property 490  
under a different form of property ownership. 491

(2) Except as provided in division (B)(1) of this section, 492  
this chapter does not invalidate, modify, or otherwise affect any 493  
provision of a local building, housing, air pollution, sanitation, 494  
health, fire, zoning, safety, or other real property use code, 495  
ordinance, or regulation. 496

**Sec. 5311.03.** (A) Each unit of a condominium property, 497  
together with the undivided interest in the common ~~areas and~~ 498  
~~facilities~~ elements appurtenant to it, is real property for all 499  
purposes and is real estate within the meaning of all provisions 500  
of the Revised Code. 501

(B) ~~Each~~ A unit owner is entitled to the exclusive ownership 502  
and possession of ~~his~~ the unit and to ownership of an undivided 503  
interest in the common ~~areas and facilities in the percentage that~~ 504  
~~is~~ elements as expressed in the declaration. 505

(C)(1) ~~Each unit that is not a water slip~~ residential and 506  
commercial unit shall have a direct exit to a public street or 507  
highway ~~or, to a common area and facility~~ element leading to a 508

public street or highway, ~~except that units in an expandable~~ 509  
~~condominium property may have a direct exit or~~ to a permanent 510  
easement leading to a public street or highway ~~across additional~~ 511  
~~property identified in the declaration.~~ 512

(2) Each water slip unit shall have a direct exit to a body 513  
of water, ~~or to a common area and facility element~~ leading to a 514  
body of water, or to a permanent easement leading to a body of 515  
water. Each water slip unit also shall ~~also~~ have a direct exit to 516  
a public street or highway or to a common ~~area and facility~~ 517  
element leading to a public street or highway. 518

(D) Unless otherwise provided in the declaration or drawings, 519  
~~the:~~ 520

(1) The boundaries of a unit that is not a water slip unit 521  
residential and commercial units are the interior surfaces of ~~its~~ 522  
the perimeter walls, floors, and ceilings. ~~Windows~~ 523

(2) Windows and doors, sashes, thresholds, frames, jambs, and 524  
hardware in the perimeter walls, floors, or ceilings of ~~a~~ the unit 525  
are part of the unit. ~~Supporting~~ 526

(3) Supporting walls, fixtures, and other parts of the 527  
building that are within the boundaries of ~~a~~ the unit but ~~which~~ 528  
that are necessary for the existence, support, maintenance, 529  
safety, or comfort of any other part of the condominium property 530  
are not part of the unit. 531

(E)(1) Ownership of a ~~unit that is not a water slip~~ 532  
residential unit includes the right to exclusive possession, use, 533  
and enjoyment of the interior surfaces of ~~all its~~ the perimeter 534  
walls, floors, and ceilings and of ~~all~~ the supporting walls, 535  
fixtures, and other parts of the building within its boundaries, 536  
including the right to paint, tile, wax, paper, or otherwise 537  
finish, refinish, or decorate the unit. 538

(2) Ownership of a water slip unit includes the exclusive 539

right to moor a watercraft in the portion of water above the water  
slip unit and the right to exclusive possession, use, and  
enjoyment of the piers or wharves that are ~~a part~~ within the  
boundaries of the water slip unit.

(3) Ownership of a commercial unit includes the right to  
exclusive possession, use, and enjoyment of the unit within the  
unit's boundaries.

(F) Each unit shall be subject to the right of access for the  
purpose of maintenance, repair, or service of any common ~~area and~~  
~~facility~~ element located within its boundaries or of any portion  
of the unit itself by persons authorized by the board of ~~managers~~  
trustees of the unit owners association. No maintenance, repair,  
or service of any portion of a unit shall be authorized, however,  
unless it is necessary in the opinion of the board of ~~managers~~  
trustees for public safety or in order to prevent damage to or  
destruction of any other part of the condominium property.

~~(G) To the extent provided in a declaration and subject to~~  
~~conditions it imposes, a unit in a condominium property other than~~  
~~a condominium development may be divided into two or more units,~~  
~~or all or part of a unit may be combined with all or part of one~~  
~~or more other units. Such a division or combination shall require~~  
~~an amendment to the declaration accompanied by drawings showing~~  
~~all particulars of the division or combination, as provided in~~  
~~section 5311.07 of the Revised Code. The amendment shall specify~~  
~~the percentage interest in the common areas and facilities, the~~  
~~proportionate share of common surplus and common expenses, and the~~  
~~voting power of the unit or units resulting from the division or~~  
~~combination, the total of which, in each case, shall equal the~~  
~~interest, share, and power of the former unit or units divided or~~  
~~combined.~~

Sec. 5311.031. (A) Except as otherwise provided in the

declaration, the boundaries between adjoining units and  
appurtenant limited common elements may be relocated and the  
undivided interests in the common elements appurtenant to those  
units may be reallocated by an amendment to the declaration  
pursuant to the following procedures:

(1)(a) The owners of the adjoining units shall submit to the  
board of trustees of the unit owners association a written  
application for the relocation and reallocation. The application  
shall be accompanied by the written consents of the holders of all  
liens on those units except liens for real estate taxes and  
assessments not due and payable.

(b) In the application, the owners of the adjoining units may  
request a specific reallocation of their undivided interest in the  
common elements allocated to the adjoining units.

(2) Unless the board of trustees finds any requested  
reallocation of the percentage interests in the common elements to  
be unreasonable, within thirty days after the board receives the  
application, the association shall prepare, at the expense of the  
owners of the adjoining units, an amendment to the declaration  
that is executed by the owners of the units and that includes all  
of the following:

(a) Identification of the affected units;

(b) Words of conveyance between the owners of the units;

(c) A specification of the undivided interests in the common  
elements, the proportionate shares of common surplus and common  
expenses, and the voting powers of each unit resulting from the  
relocation and reallocation, the total of which shall equal the  
interests, shares, and powers of the former adjoining units.

(3) At the expense of the owners of the former adjoining  
units, the association shall record the amendment to the  
declaration together with both of the following:

(a) Any drawing, plat, or plans necessary to show the altered 602  
boundaries of those units; 603

(b) The dimensions and identifying number of each unit 604  
resulting from the relocation and reallocation. 605

(B) Existing liens automatically shall attach to each unit 606  
that results from the relocation and reallocation. 607

**Sec. 5311.032.** (A) Except as otherwise provided in the 608  
declaration, rights to the use of limited common elements may be 609  
reallocated between or among units by an amendment to the 610  
declaration pursuant to the following procedures: 611

(1) The owners of the affected units shall prepare and 612  
execute at their expense an amendment to the declaration that 613  
identifies the affected unit and specifies the reallocated rights 614  
to the use of the affected limited common elements. 615

(2) The owners of the affected units shall submit to the 616  
board of trustees of the unit owners association the amendment, 617  
accompanied by the written consents of the owners of all affected 618  
units and the holders of all liens on those units except for real 619  
estate taxes and assessments not due and payable. 620

(3) At the expense of the owners of the affected units, the 621  
unit owners association shall record the submitted amendment to 622  
the declaration. 623

(B)(1) If the declaration reserves any common element as an 624  
exclusive use area, the board of trustees may delegate that common 625  
element to the use of a certain unit or units and to the exclusion 626  
of other units. The delegation of a common element may be subject 627  
to criteria that the unit owners association establishes, 628  
including the payment of an additional fee that is part of each 629  
benefited unit's common expenses and that is only to be used for 630  
the delegated common element. 631

(2) Nothing in division (B)(1) of this section affects a unit 632  
owner's right to exclusive use of any common element that the 633  
declaration has designated as being a limited common element 634  
appurtenant to the owner's unit. 635

**Sec. 5311.033.** (A)(1) Except as otherwise provided in the 636  
declaration, all or any portion of a convertible unit may be 637  
converted into one or more units or common elements including 638  
limited common elements. 639

(2)(a) To cause the conversion, the owner shall prepare and 640  
execute an amendment to the declaration that describes the 641  
conversion and record the amendment together with the drawings 642  
described in division (E) of section 5311.07 of the Revised Code. 643

(b) The amendment shall specify the undivided interests in 644  
the common elements, proportionate shares of common surplus and 645  
common expenses, and the voting powers of each unit resulting from 646  
the conversion, the total of which shall equal the interest, 647  
share, and power of the unit that was converted. The amendment to 648  
the declaration shall assign an identifying number to each unit 649  
formed, allocate to each unit a portion of the undivided interest 650  
in the common elements appurtenant to the convertible unit, 651  
describe or delineate the limited common elements formed out of 652  
the convertible unit, and show or designate each unit to which 653  
those limited common elements are reserved. 654

(3) The conversion of a convertible unit pursuant to this 655  
section is deemed to occur at the time that all appropriate 656  
instruments are recorded in accordance with division (A)(2) of 657  
this section and division (E) of section 5311.07 of the Revised 658  
Code. 659

(B) A convertible unit that, in whole or in part, is not 660  
converted in accordance with this section shall be treated as a 661  
single unit until it is so converted. 662

**Sec. 5311.04.** (A) The common ~~areas and facilities~~ elements of a condominium property are owned by the unit owners as tenants in common, and the ownership shall remain undivided. No action for partition of any part of the common ~~areas and facilities~~ elements may be commenced, except as provided in section 5311.14 of the Revised Code, ~~nor may any~~ and no unit owner otherwise may waive or release any rights in the common ~~areas and facilities~~ elements.

(B) The declaration shall set forth the undivided interest in the common ~~areas and facilities~~ elements appurtenant to each unit.  
~~For~~

(1) For units in condominium properties other than expandable condominium properties, the undivided interest in the common elements shall be computed in the proportion that the fair market value of the unit bears to the aggregate fair market value of all units on the date that the declaration is originally filed for record, or shall be based on the size or par value of the unit, or shall be computed on an equal basis. ~~Except~~

(2) Except as provided in division ~~(C)~~(D) of this section, the interest in the common ~~areas and facilities~~ elements appurtenant to units in expandable condominium properties may be computed in any proportion or on any basis that is the same for units submitted by the declaration as originally filed and those submitted later by the addition of additional property and that uniformly reallocates undivided interests of units previously submitted when additional property is submitted. ~~If~~

(C) If a par value is assigned to any unit, ~~then~~ a par value shall be assigned to every unit. Substantially identical units shall be assigned the same par value, but units located at substantially different heights above the ground, or having substantially different views, amenities, or other characteristics

that might result in differences in fair market value may, ~~but~~ 694  
~~need not~~, be considered substantially identical. If par value is 695  
stated in terms of dollars, it need not reflect or relate in any 696  
way to the sale price or fair market value of any unit, and no 697  
opinion, appraisal, or market transaction at a different figure 698  
affects the par value of any unit. 699

~~(C) In the case of an expandable condominium property, the~~ 700  
(D) The declaration for an expandable condominium property shall 701  
not allocate interest in the common ~~areas and facilities elements~~ 702  
on the basis of par value, unless it, the declaration as 703  
originally filed, does either of the following: 704

(1) Requires that all units created on any additional 705  
property ~~added~~ be substantially identical to the units created on 706  
the condominium property previously submitted; 707

(2) Describes the types of units that may be created on any 708  
additional property and states the par value that will be assigned 709  
to every unit that is created ~~or proposed to be created~~. 710

~~(D)~~(E) Except as provided in ~~section~~ sections 5311.031 to 711  
5311.033 and 5311.051 of the Revised Code, the ~~percentage of~~ 712  
undivided interest in the common ~~areas and facilities elements~~ of 713  
each unit as expressed in the original declaration shall not be 714  
altered except by an amendment to the declaration unanimously 715  
approved by all unit owners affected. The undivided interest in 716  
the common ~~areas and facilities elements~~ shall not be separated 717  
from the unit to which it appertains and shall be deemed conveyed 718  
or encumbered with the unit even though ~~such~~ that interest is not 719  
expressly mentioned or described in the deed, mortgage, lease, or 720  
other instrument of conveyance or encumbrance. 721

~~(E)~~(F) Each unit owner may use the common ~~areas and~~ 722  
~~facilities elements~~ in accordance with the purposes for which they 723  
are intended. No unit owner may hinder or encroach upon the lawful 724  
rights of the other unit owners in the common elements. 725



~~(F) All costs of administration, maintenance, repair, and replacement of the common areas and facilities shall be common expenses.~~

(G) Subject to rules adopted by the board of trustees pursuant to division (B)(5) of section 5311.081 of the Revised Code, the board of trustees may authorize the use of limited common elements, as distinguished from the common elements and exclusive use areas, for the construction of unenclosed, open-air patios, hedges, decks, fences, or similar improvements. The construction of an addition to or an expansion of a unit into limited or common elements may not be authorized without the consent of all unit owners.

(H)(1) Subject to the bylaws and the unit owners declaration, the unit owners association may purchase, hold title to, and sell real property that is not declared to be part of the common elements of the condominium property described in division (A)(1) of this section.

(2) Any transaction pursuant to division (H)(1) of this section that takes place prior to the date that the unit owners other than the developer assume control of the unit owners association shall require the approval of the developer, the unit owners other than the developer who exercise not less than seventy-five per cent of the voting power of the unit owners association, and the authorization of the board of trustees.

(3) Any transaction pursuant to division (H)(1) of this section that takes place after the unit owners assume control of the unit owners association shall require the approval of the unit owners who exercise not less than seventy-five per cent of the voting power of the unit owners association and the authorization of the board of trustees.

(4) Expenses incurred in connection with any transaction

pursuant to this division shall be common expenses.

**Sec. 5311.041.** (A) All costs of the administration,  
maintenance, repair, and replacement of common elements shall be  
common expenses.

(B)(1) The declaration, either as filed and recorded by the  
declarant pursuant to section 5311.06 of the Revised Code or as  
amended by a vote of the unit owners exercising not less than  
ninety per cent of the voting power of the unit owners  
association, may provide that regardless of undivided interests,  
the following common expenses shall be computed on an equal per  
unit basis:

(a) Expenses that arise out of the administration,  
maintenance, repair, and replacement of security,  
telecommunications, rubbish removal, roads, entrances, recreation  
facilities, landscaping, and grounds care;

(b) Legal, accounting, and management expenses.

(2) Any expense not included in division (B)(1) of this  
section shall be computed on the basis of the undivided interest  
in the common elements allocated to each unit.

**Sec. 5311.05.** (A) A declaration submitting property to the  
provisions of this chapter shall be signed and acknowledged by the  
owner before a judge or clerk of a court of record, county  
auditor, county engineer, notary public, ~~or~~ mayor, ~~or county court~~  
judge, who may also be one of the witnesses and who shall certify  
the acknowledgment and subscribe the certificate of  
acknowledgment.

(B) A declaration shall contain all of the following:

(1) A legal description of the land or, ~~in the case of~~ for a  
water slip condominium property, of the land and the land under

the water area, ~~thereby~~ submitted to the provisions of this 786  
chapter; 787

(2) The name by which the condominium property ~~shall~~ is to be 788  
known, which shall include the word "condominium"; 789

(3) The purpose ~~or purposes~~ of the condominium property ~~and~~, 790  
the units and recreational and commercial facilities situated in 791  
the condominium property and ~~the~~ any restrictions, ~~if any~~, upon 792  
the use ~~or uses~~ of the condominium property; 793

(4) A general description of ~~the building or any~~ buildings 794  
~~thereby~~ submitted to the provisions of this chapter, stating the 795  
principal construction materials ~~of which it is or they are~~ 796  
~~constructed~~ and the number of stories, basements, and units ~~in the~~ 797  
~~building or buildings, or. The declaration for a water slip~~ 798  
property shall also contain a general description of each water 799  
slip and of the piers and wharves forming each water slip ~~thereby~~ 800  
submitted to the provisions of this chapter; 801

(5) The unit designation of each unit ~~thereby~~ submitted to 802  
the provisions of this chapter and a statement of its location, 803  
approximate area, ~~number of rooms, and~~ the immediate common ~~area~~ 804  
element or limited common ~~area~~ element to which it has access, and 805  
any other ~~data~~ information necessary for its proper 806  
identification; 807

(6) A description of the common ~~area and facilities~~ and 808  
limited common ~~areas and facilities~~ ~~thereby~~ elements submitted to 809  
the provisions of this chapter, the ~~percentage or percentages of~~ 810  
undivided interest in ~~the common area and facilities and limited~~ 811  
~~common areas and facilities appertaining~~ those elements 812  
appurtenant to each unit, the basis upon which those appurtenant 813  
~~percentages of interest~~ undivided interests are allocated, and the 814  
procedures whereby the ~~percentages~~ undivided interests 815  
appertaining to each unit may be altered, ~~which percentages, . The~~ 816  
undivided interests, basis, and procedures shall be in accordance 817

with ~~section~~ sections 5311.031 to 5311.033 and 5311.04 of the 818  
Revised Code; 819

(7) A statement that each unit owner ~~shall~~ must be a member 820  
of a unit owners association ~~that shall be~~ established for the 821  
administration of the condominium property; 822

(8) The name of a person to receive service of process for 823  
the unit owners association, together with the person's residence 824  
or place of business ~~of the person, which residence or place of~~ 825  
~~business shall~~ must be in a county in which all or a part of the 826  
condominium property is situated this state; 827

(9) A statement of any membership requirement if the unit 828  
owners association or any unit owners are required to be members 829  
of a not-for-profit organization that provides facilities or 830  
recreation, education, or social services to owners of property 831  
other than the condominium property; 832

(10) The method by which the declaration may be amended, ~~that~~ 833  
~~which~~, except as provided in division ~~(D)~~(E) of this section, 834  
division (E) of section 5311.04, division (B) of section 5311.011, 835  
and ~~section~~ sections 5311.031 to 5311.033 and 5311.051 of the 836  
Revised Code, shall require the affirmative vote of those unit 837  
owners exercising not less than seventy-five per cent of the 838  
voting power; 839

~~(10)~~(11) Any further provisions deemed desirable. 840

(C) ~~In the case of~~ The declaration for an expandable 841  
condominium property, ~~the declaration also~~ shall contain all of 842  
the following in addition to the requirements of division (B) of 843  
this section: 844

(1) The explicit reservation of the declarant's option to 845  
expand the condominium property; 846

(2) A statement of any limitations on that option to expand, 847  
including a statement as to whether the consent of any unit ~~owners~~ 848

~~owner~~ is required, and ~~if so, a statement as to the method whereby~~  
~~the by which that~~ consent is to be ascertained; or a statement  
that there are no ~~such~~ limitations on the option to expand;

(3) ~~A time limit, not exceeding seven years from the date the~~  
~~declaration is filed for record, renewable for an additional~~  
~~seven-year period at the option of the developer, exercisable~~  
~~within six months prior to the expiration of the seven-year period~~  
~~and with the consent of the majority of the unit owners other than~~  
~~the developer upon which the option to expand the condominium~~  
~~property will expire, together with a statement of any~~  
~~circumstances that will terminate the option prior to the~~  
~~expiration of the time limit;~~ (a) The time at which the option to  
expand the condominium development will expire, which shall not  
exceed seven years from the date the declaration is filed for  
record;

(b) A statement that the developer may, during the six months  
prior to the time that the option to expand is to expire, extend  
the option for an additional seven years with the consent of a  
majority of the unit owners other than the developer;

(c) A statement of any circumstances that will terminate the  
option to expand prior to the time limit set forth pursuant to  
this division.

(4) A legal description ~~by metes and bounds~~ of all additional  
property that, through exercise of the option, may be submitted to  
the provisions of this chapter and ~~that, thereby, may be added to~~  
the condominium property;

(5) A statement ~~as to whether all, or a particular portion,~~  
~~of the additional property must be added to the condominium~~  
~~property, or whether, if any additional property is added, all or~~  
~~a particular portion of the additional property must be added,~~  
~~and, if not, a statement of any limitations as to the portions~~  
~~that may be added or a statement that there are no such~~

~~limitations;~~ that specifies all of the following: 881

(a) Whether the addition of all or a particular portion of 882  
the additional property is mandatory; 883

(b) If the addition of additional property is not mandatory, 884  
whether all or a particular portion of the additional property 885  
must be added if any other additional property is added; 886

(c) Whether or not there are any limitations on portions of 887  
additional property that may be added. 888

(6) A statement ~~as to~~ of whether portions of the additional 889  
property may be added ~~to the condominium property~~ at different 890  
times, together with any limitations ~~fixing~~ including establishing 891  
the boundaries of those portions by legal descriptions ~~setting~~ 892  
~~forth the metes and bounds of those portions, or~~ and regulating 893  
the order in which they may be added to the condominium property, 894  
~~or both;~~ 895

(7) A statement of any limitations as to the location of any 896  
improvements that may be made on any portion of the additional 897  
property added to the condominium property, or a statement that 898  
there are no ~~such~~ limitations of that kind; 899

(8) A statement of the maximum number of units that may be 900  
created on the additional property. If portions of the additional 901  
property may be added to the condominium property and the 902  
boundaries of those portions are fixed in accordance with division 903  
(C)(6) of this section, the declaration ~~shall~~ also shall state the 904  
maximum number of units that may be created on each portion added 905  
to the condominium property. If portions of the additional 906  
property may be added to the condominium property and the 907  
boundaries of those portions are not fixed in accordance with 908  
division (C)(6) of this section, the declaration ~~shall~~ also shall 909  
state the maximum number of units per acre that may be created on 910  
any portion added to the condominium property. 911

(9) Except ~~in cases where~~ when the ~~previously submitted~~ 912  
~~original~~ condominium property ~~contains~~ contained no units 913  
restricted ~~exclusively~~ to residential use, a statement of the 914  
maximum percentage of the aggregate land area and the maximum 915  
percentage of aggregate floor area of all that may be devoted to 916  
units not restricted ~~exclusively~~ to residential use ~~that may be~~ 917  
~~created~~ on any ~~additional property or portions of~~ additional 918  
property ~~that may be~~ added to the condominium property; 919

(10) A statement of the extent to which any structures 920  
erected on any portion of the additional property added to the 921  
condominium property will be compatible with structures on the 922  
submitted property in terms of quality of construction, the 923  
principal materials to be used, and architectural style, or a 924  
statement that the structures need not be compatible in those 925  
terms respects; 926

(11) With respect to all improvements to any portion of 927  
additional property added to the condominium property, other than 928  
structures, a statement setting forth both of the following: 929

(a) A description of the improvements that must be made or a 930  
statement that no other improvements must be made; 931

(b) Any restrictions or limitations upon the improvements 932  
that may be made or a statement that there are no restrictions or 933  
limitations upon improvements that may be made. 934

(12) With respect to all units created on any portion of 935  
additional property added to the condominium property, a statement 936  
setting forth both of the following: 937

(a) Whether all ~~such~~ units of that kind must be substantially 938  
identical to units on previously submitted ~~land~~ property; 939

(b) Any limitations ~~as to what~~ on the types of units that may 941  
be created on the additional property or a statement that there 942

are no limitations of that kind. 943

(13) A description of ~~the declarant's~~ any reserved right, ~~if~~ 944  
~~any, either of the declarant~~ to create limited common ~~areas and~~ 945  
~~facilities~~ elements within any portion of the additional property 946  
added to the condominium property or to designate common ~~areas and~~ 947  
~~facilities~~ elements within each portion in terms of the types, 948  
sizes, and maximum number of limited elements in each portion that 949  
may subsequently be assigned as limited common ~~areas and~~ 950  
~~facilities, in terms of the types, sizes, and maximum number of~~ 951  
~~those areas and facilities in each portion~~ elements; 952

(14) ~~The drawings~~ Drawings and plans that the declarant 953  
considers appropriate in supplementing the requirements of 954  
~~divisions (C)(4), (5), (6), (7), (10), (11), (12), and (13) of~~ 955  
~~this section~~ this division; 956

(15) A statement that a successor owner of the condominium 957  
property or of additional property added to the condominium 958  
property who is not an affiliate of the developer and who is a 959  
bona fide purchaser of the property for value, or a purchaser who 960  
acquires the property at a sheriff's sale or by deed in lieu of a 961  
foreclosure, is not liable in damages for harm caused by an action 962  
or omission of the developer or a breach of an obligation by the 963  
developer. 964

(D) ~~In the case of~~ The declaration for a leasehold 965  
condominium development, ~~the declaration shall~~ also shall contain 966  
all of the following in addition to the requirements of division 967  
(B) of this section: 968

(1) With respect to any ground lease or other leases the 969  
expiration or termination of which ~~will or may~~ could terminate or 970  
reduce the amount of the condominium property, a statement setting 971  
forth the county in which the lease is recorded and the volume and 972  
page of the record; 973



(2) A statement setting forth the date upon which each lease 974  
referred to in division (D)(1) of this section is due to expire; 975

(3)(a) A statement as to whether any land or improvements of 976  
the condominium property will be owned by the unit owners in fee 977  
simple, and if so, ~~either~~ a description of ~~the~~ any land or 978  
improvements that would be so owned, including a legal description 979  
~~by metes and bounds of the land, or a;~~ 980

(b) A statement of any rights the unit owners shall have to 981  
remove ~~those~~ any improvements within a reasonable time after the 982  
expiration or termination of ~~the~~ any ninety-nine year lease ~~or~~ 983  
~~leases involved~~, or a statement that they ~~shall~~ have no ~~such~~ 984  
rights of that nature. 985

(4) A statement of the rights that the unit owners have to 986  
redeem the reversion or any of the reversions, or a statement that 987  
they have no ~~such~~ rights of that nature; 988

(5) A statement that, subsequent to the recording of the 989  
declaration, no lessor who executed it, and no successor in 990  
interest to ~~the~~ that lessor, will have any right or power to 991  
terminate any part of the leasehold interest of any unit owner who 992  
makes timely payment of the unit owner's share of the rent to the 993  
person designated in the declaration for the receipt of ~~the~~ that 994  
rent and who otherwise complies with all covenants that, if 995  
violated, would entitle the lessor to terminate the lease. 996

(E)(1) Without a vote of the unit owners the board of 997  
trustees may amend the declaration in any manner necessary for any 998  
of the following purposes: 999

(a) To meet the requirements of institutional mortgagees, 1000  
guarantors and insurers of first mortgage loans, the federal 1001  
national mortgage association, the federal home loan mortgage 1002  
corporation, the federal housing administration, the veterans 1003  
administration, and similar institutions; 1004

(b) To meet the requirements of insurance underwriters; 1005

(c) To bring the declaration into compliance with this 1006  
chapter; 1007

(d) To correct clerical or typographical errors or obvious 1008  
factual errors in the declaration or an exhibit to the 1009  
declaration; 1010

(e) To designate a successor to the person named to receive 1011  
service of process for the unit owners association. In the 1012  
alternative, if the association is incorporated in this state, 1013  
this may be accomplished by filing with the secretary of state an 1014  
appropriate change of statutory agent designation. 1015

(2) Division (E)(1) of this section applies to condominium 1016  
properties submitted to this chapter prior to, on, or after the 1017  
effective date of this amendment. 1018

(3) Any unit owner who is aggrieved by an amendment to the 1019  
declaration that the board of trustees makes pursuant to division 1020  
(E)(1) of this section may commence a declaratory judgment action 1021  
to have the amendment declared invalid as violative of division 1022  
(E)(1) of this section. Any action filed pursuant to this division 1023  
shall be filed in the appropriate court of common pleas within one 1024  
year from the date of the recordation of the amendment. 1025

**Sec. 5311.051.** ~~In the case of an expandable condominium~~ 1026  
~~property, land~~ Land and improvements on the property of an 1027  
expandable condominium property shall be considered added to the 1028  
condominium property and submitted to the provisions of this 1029  
chapter upon execution and filing for record by the declarant, 1030  
including all of the owners and lessees of the land so added, 1031  
pursuant to sections 5311.06 and 5311.07 of the Revised Code, of 1032  
an amendment to the declaration, that contains the information, 1033  
drawings, and plans with respect to the additional property and 1034

improvements required by those sections and by divisions (A) and 1035  
(B) of section 5311.05 of the Revised Code. The amendment, 1036  
pursuant to the declaration and section 5311.04 of the Revised 1037  
Code, shall allocate and reallocate ~~percentages of interest~~ 1038  
undivided interests in the common ~~areas and facilities~~ elements of 1039  
the condominium property appertaining to each unit of the 1040  
condominium property. ~~Notwithstanding division (D) of section~~ 1041  
~~5311.04 and division (B)(9) of section 5311.05 of the Revised~~ 1042  
~~Code, the~~ The execution and filing for record of an amendment 1043  
submitting additional property to an expandable condominium 1044  
property is an effective amendment of the declaration without a 1045  
vote of the unit owners. 1046

**Sec. 5311.052.** If a condominium property for which the 1047  
declaration was filed with a county recorder prior to October 1, 1048  
1978, has been expanded ~~prior to the effective date of this~~ 1049  
~~section or is expanded on or after the effective date of this~~ 1050  
~~section~~ by the addition of units in accordance with the 1051  
declaration, and if an action to contest the change in the 1052  
~~percentage~~ undivided interests in the common ~~areas and facilities~~ 1053  
elements of the unit owners by reason of that the amendment to the 1054  
declaration effecting the expansion has not been or is not 1055  
commenced in a court of competent jurisdiction within two years 1056  
after the date that the amendment was or is filed with the county 1057  
recorder, ~~or within six months after the effective date of this~~ 1058  
~~section, whichever date is later,~~ each of the unit owners of the 1059  
condominium property as expanded shall be deemed to have assented 1060  
to and ratified the amendment, and the ~~percentage~~ undivided 1061  
interests in the common ~~areas and facilities~~ elements of the unit 1062  
owners shall no longer be contestable. 1063

**Sec. 5311.06.** (A)(1) A declaration of condominium property 1064  
shall be filed and recorded in the office of the recorder of the 1065

county or counties in which the land or water slips described in 1066  
the declaration are situated. All original declarations when filed 1067  
shall ~~have attached~~ be accompanied by a set of drawings of the 1068  
condominium property, ~~provided for in as required by~~ section 1069  
5311.07 of the Revised Code, and a true copy of the bylaws of the 1070  
unit owners association, ~~provided for in as required by~~ section 1071  
5311.08 of the Revised Code. ~~Any~~ 1072

(2) Any amendment to the declaration ~~by~~ which effects any 1073  
change ~~is effected~~ in the bylaws or drawings, including an 1074  
amendment to add additional land or an improvement to the 1075  
condominium property, ~~shall,~~ when filed, ~~have attached~~ shall be 1076  
accompanied by a true copy of the change in the bylaws ~~or and~~ 1077  
drawings. 1078

(B) A recorder shall not accept any declaration or amendment 1079  
and any ~~attached~~ bylaws and drawings for recording until a copy of 1080  
the declaration or amendment and the attached bylaws and drawings 1081  
~~has have~~ been filed with the auditor of the county ~~who shall~~ 1082  
~~endorse on and~~ the declaration or amendment contains the auditor's 1083  
certification that copies a copy of the declaration or amendment 1084  
and ~~attached any bylaws and~~ drawings have been filed with ~~him the~~ 1085  
auditor. 1086

(C) No interest in a unit shall be conveyed until the 1087  
declaration, bylaws, and drawings, certified as ~~provided in~~ 1088  
required by this section, have been filed for record. Errors or 1089  
omissions in the declaration, bylaws, or drawings do not affect 1090  
the title of a grantee of a unit. 1091

(D) This section does not prohibit a developer and a 1092  
purchaser from entering into an agreement for the sale of a 1093  
condominium ownership interest prior to filing the documents that 1094  
create that condominium ownership interest. 1095

Sec. 5311.07. (A)(1) A set of drawings shall be prepared for 1096  
every condominium property ~~which show that~~ graphically, ~~insofar as~~ 1097  
~~is possible, all the particulars of the land or water slips,~~ 1098  
~~buildings, and other improvements, including, but not limited to,~~ 1099  
~~shows the layout boundaries,~~ location, designation, length, width, 1100  
~~and dimensions~~ height of each unit; ~~the layout boundaries,~~ 1101  
location, designation, and dimensions of the common ~~areas and~~ 1102  
~~facilities elements~~ and the limited common ~~areas and facilities,~~ 1103  
elements and exclusive use areas; ~~and~~ the location and dimensions 1104  
of all appurtenant easements or encroachments, ~~and, if,~~ 1105

(2) If the condominium property is not contiguous, the 1106  
drawings shall show the distances between any parcels of land or 1107  
any water slips. ~~The~~ 1108

(3) The drawings for commercial units that do not have wall 1109  
surfaces shall show the monumental perimeter boundaries of those 1110  
units. 1111

(4) The drawings need not show interior walls or partitions 1112  
that are not load-bearing. 1113

(B) Each drawing shall bear the both of the following: 1114

(1) The certified statement of a ~~registered surveyor and~~ 1115  
registered architect or registered ~~surveyor and licensed~~ 1116  
professional engineer that the ~~drawings~~ drawing accurately ~~show~~ 1117  
~~the shows each~~ building ~~or buildings,~~ or water ~~slips,~~ slip as 1118  
built or constructed; 1119

(2) The certified statement of a registered professional 1120  
surveyor that the drawing accurately reflects the location of all 1121  
improvements and recorded easements. 1122

(C) If some, but not all, portions of the condominium 1123  
property are to be held by unit owners in a leasehold estate, the 1124  
drawings shall show the ~~locations~~ location and dimensions of each 1125

portion and shall label the portion as leased land or as leased 1126  
property. If there is more than one portion of leased land or 1127  
leased property, the drawings shall label each portion ~~with one or~~ 1128  
~~more letters or numbers, or both,~~ in a manner that is different 1129  
from ~~those~~ the labels designating any other portions of the leased 1130  
land or leased property, and different ~~also~~ from the identifying 1131  
number of any unit. 1132

~~In the case of~~ (D) If the condominium property contains any 1133  
improvements other than units, the drawings or amendments shall 1134  
indicate which, if any, of the improvements have been begun but 1135  
have not been substantially completed by the use of the phrase 1136  
"(NOT YET COMPLETED)". 1137

(E)(1) If any owner of a convertible unit converts all or any 1138  
portion of a convertible unit into one or more units and common 1139  
elements, including limited common elements, the owner shall 1140  
prepare, file, and record drawings as described in this division 1141  
that pertain to the portion of the building, improvement, or 1142  
structure that constituted the former convertible unit. 1143

(2) The drawings shall show the boundaries, location, 1144  
designation, length, width, and height of each unit formed out of 1145  
the former convertible unit; the boundaries, location, 1146  
designation, and dimensions of the limited common elements 1147  
appurtenant to each unit; and the boundaries, location, 1148  
designation, and dimensions of any common element formed out of 1149  
the former convertible unit. 1150

(3) Each drawing shall bear the certified statement of a 1151  
registered architect or registered professional engineer that the 1152  
drawing accurately shows the units, common elements, and 1153  
appurtenant limited common elements formed out of the former 1154  
convertible unit. 1155

**Sec. 5311.08.** (A)(1) Every condominium property shall be 1156

administered by a unit owners association, ~~which~~. All power and 1157  
authority of the unit owners association shall be exercised by a 1158  
board of trustees, which the unit owners shall elect from among 1159  
the unit owners or the spouses of unit owners. If a unit owner is 1160  
not an individual, that unit owner may nominate for the board of 1161  
trustees any principal, member of a limited liability company, 1162  
partner, trustee, officer, or employee of that unit owner. 1163

(2) The board of trustees shall elect a president, secretary, 1164  
treasurer, and other officers that the board may desire. 1165

(3) Except as provided in division (A)(4) of this section, 1166  
all meetings of the unit owners association and the board of 1167  
trustees shall be open to the unit owners. Unless otherwise 1168  
provided in the declaration or the bylaws, those present in person 1169  
or by proxy when action is taken during a meeting of the unit 1170  
owners association shall be a sufficient quorum. 1171

(4) A board of trustees may adjourn any of its meetings to 1172  
reconvene in a closed executive session for any reason to which 1173  
the board agrees, including to consider condominium 1174  
property-related personnel matters, threatened, proposed, or 1175  
pending litigation, contract negotiations, enforcement actions, 1176  
matters involving the invasion of the privacy of specific unit 1177  
owners, or matters that are to remain confidential by request of 1178  
the affected parties with the approval of the board of trustees. 1179  
During the open meeting prior to adjourning to an executive 1180  
session, the board shall announce the general nature of the 1181  
business to be considered in the executive session. 1182

(5)(a) A meeting of the board of trustees may be held by any 1183  
method of communication, including electronic or telephonic 1184  
communication provided that each member of the board can hear, 1185  
participate, and respond to every other member of the board and 1186  
the board complies with the requirements of division (A)(4) of 1187

this section. 1188

(b) In lieu of conducting a meeting, the board of trustees 1189  
may take action with the unanimous written consent of the members 1190  
of the board. Those written consents shall be filed with the 1191  
minutes of the meetings of the board. 1192

(B) The unit owners association shall be governed by bylaws. 1193  
No modification of or amendment to the bylaws is valid unless it 1194  
is set forth in an amendment to the declaration, and the amendment 1195  
to the declaration is filed for record. Unless 1196

~~(B) Unless~~ otherwise provided by the declaration, the bylaws 1197  
shall provide for the following: 1198

(1)(a) ~~The election from among the unit owners of a~~ the board 1199  
~~of managers~~ trustees of the unit owners association ~~which shall~~ 1200  
~~exercise, unless otherwise provided in this chapter, the~~ 1201  
~~declaration, or the bylaws, all power and authority of the unit~~ 1202  
~~owners association; the;~~ 1203

(b) The number of persons constituting the board ~~and that~~ 1204  
~~the;~~ 1205

(c) The terms of the members of the board, with not less than 1206  
~~one-third of the members of the board~~ one-fifth to expire 1207  
~~annually; the~~ 1208

(d) The powers and duties of the board; ~~the~~ 1209

(e) The compensation of ~~its~~ the members ~~and the~~ of the board; 1210  
1211

(f) The method of ~~their~~ removal of members of the board from 1212  
office; ~~and whether~~ 1213

(g) The election of officers of the board; 1214

(h) Whether or not the services of a manager or managing 1215  
agent may be engaged~~+~~. 1216



(2) The time and place for holding meetings; the manner of  
and authority for calling, giving notice of, and conducting  
meetings; and the requirement, in terms of ~~percentage of interest~~  
undivided interests in the common ~~areas and facilities~~ elements,  
of a quorum for meetings of the unit owners association~~.~~

~~(3) The election by the board of managers of a president, one  
or more vice presidents, secretary, treasurer, and such other  
officers as the board of managers may desire;~~

~~(4)~~ By whom and the procedure by which maintenance, repair,  
and replacement of the common ~~areas and facilities~~ elements may be  
authorized;

~~(5)~~(4) The common expenses for which assessments may be made  
and the manner of collecting from the unit owners their respective  
shares of the common expenses;

~~(6)~~(5) The method of distributing the common profits;

~~(7)~~(6) By whom and the procedure by which administrative  
rules governing the operation and use of the condominium property  
or any portion of the property may be adopted and amended;

(7) Reasonable standards governing the type and nature of  
information and documents that are subject to examination and  
copying by unit owners pursuant to section 5311.091 of the Revised  
Code, including the times and location at which they may be  
examined or copied and any required fee for the copying of the  
information or documents.

~~(C) In a condominium development, the~~ (1) The unit owners  
association shall be established not later than the date that the  
deed or other evidence of ownership is filed for record following  
the first sale of a condominium ownership interest in ~~the a~~  
condominium development. Membership in the unit owners association  
shall be limited to unit owners, and all unit owners shall be  
members. Until the unit owners association is established, the

developer shall act in all instances ~~where~~ in which action of the  
unit owners association or its officers is authorized or required  
by law or the declaration.

(2)(a) Not later than sixty days after the ~~time that~~  
condominium ownership interests appertaining to ~~which~~ twenty-five  
per cent of the undivided interests in the common ~~areas and~~  
~~facilities appertain~~ elements have been sold and conveyed by the  
developer in a condominium development, the unit owners  
association shall meet, and the unit owners, other than the  
developer, shall elect not less than ~~twenty-five per cent~~  
one-third of the members of the board of ~~managers~~. ~~Not later than~~  
~~the time that condominium ownership interests to which fifty per~~  
~~cent of the undivided interests appertain have been sold and~~  
~~conveyed, such unit owners shall elect not less than thirty-three~~  
~~and one-third per cent of the members of the board of managers~~  
trustees. ~~When~~

(b) When computing ~~percentages of interest undivided~~  
interests in expandable condominium properties ~~for purposes of~~  
~~this division~~, the ~~percentage of interest undivided interests~~ in  
common ~~areas and facilities~~ elements shall be computed by  
comparing the number of units sold and conveyed to the maximum  
number of units that may be created, as stated in the declaration  
pursuant to division (C)(8) of section 5311.05 of the Revised  
Code.

(D)(1) Except as ~~stated~~ provided in division (C) of this  
section, the declaration or bylaws of a condominium development  
may authorize the developer or persons designated by ~~him~~ the  
developer to appoint and remove members of the board of ~~managers~~  
~~and other officers~~ trustees of the unit owners association and to  
exercise the powers and responsibilities otherwise assigned by law  
~~or~~, the declaration, or the bylaws to the unit owners association,  
or to the board of ~~managers, or other officers~~ trustees. ~~Such an~~

That authorization may extend from the date of the establishment 1280  
of the unit owners association until the ~~earlier~~ earliest of the 1281  
following: 1282

~~(1)(a) Five years, in the case of a~~ if the declaration of the 1283  
condominium development ~~the declaration of which~~ includes 1284  
expandable condominium property, ~~or three~~; 1285

~~(b) Three years in the case of other condominium developments~~ 1286  
if the declaration of the condominium development does not include 1287  
expandable condominium property; 1288

~~(2) Thirty~~ (c) Sixty days after the sale and conveyance to 1289  
purchasers in good faith for value of condominium ownership 1290  
interests to which appertain seventy-five per cent of the 1291  
undivided interests in the common ~~areas and facilities to~~ 1292  
~~purchasers in good faith for value~~ elements. 1293

(2) If there is a unit owner other than the developer, the 1294  
declaration of a condominium development shall not be amended to 1295  
increase the scope or the period of control by the developer. 1296

(3) Within ~~thirty~~ sixty days ~~of~~ after the expiration of any 1297  
period during which the developer exercises powers under ~~this~~ 1298  
division (D)(1) of this section, the unit owners association shall 1299  
meet and elect all members of the board of ~~managers and all other~~ 1300  
~~officers~~ trustees of the ~~unit owners~~ association. The persons ~~so~~ 1301  
elected shall take office ~~upon election~~ at the end of the meeting 1302  
at which they are elected and shall, as soon as reasonably 1303  
possible, appoint officers. 1304

(E) The board of trustees, or the developer while in control 1305  
of the association, may take any measures necessary to incorporate 1306  
the unit owners association as a not-for-profit corporation. 1307

**Sec. 5311.081.** (A) Unless otherwise provided in the 1308  
declaration or bylaws, the unit owners association, through the 1309

board of trustees, shall do both of the following:

(1) Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, provided that the amount set aside annually for reserves shall not be less than ten per cent of the budget for that year unless the reserve requirement is waived annually by the unit owners exercising not less than a majority of the voting power of the unit owners association;

(2) Collect assessments from common expenses from unit owners.

(B) Unless otherwise provided in the declaration, the unit owners association, through the board of trustees, may exercise all powers of the association, including the power to do the following:

(1) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the condominium property and the association;

(2) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the unit owners association, the board of trustees, or the condominium property, or that involves two or more unit owners and relates to matters affecting the condominium property;

(3) Enter into contracts and incur liabilities relating to the operation of the condominium property;

(4) Regulate the use, maintenance, repair, replacement, modification, and appearance of the condominium property;

(5) Adopt rules that regulate the use or occupancy of units,

the maintenance, repair, replacement, modification, and appearance 1340  
of units, common elements, and limited common elements when the 1341  
actions regulated by those rules would affect common elements or 1342  
other units; 1343

(6) Cause additional improvements to be made as part of the 1344  
common elements; 1345

(7) Subject to any restrictions in the declaration or bylaws 1346  
and with the approvals required by divisions (H)(1) and (2) of 1347  
section 5311.04 of the Revised Code, the unit owners association 1348  
may acquire an interest in real property and encumber or convey 1349  
that interest. All expenses incurred in connection with the 1350  
acquisition, encumbrance, use, and operation of that interest 1351  
shall be common expenses. 1352

(8) Acquire, encumber, and convey or otherwise transfer 1353  
personal property; 1354

(9) Hold in the name of the unit owners association the real 1355  
property and personal property acquired pursuant to divisions 1356  
(B)(7) and (8) of this section; 1357

(10) Grant easements, leases, licenses, and concessions 1358  
through or over the common elements; 1359

(11) Impose and collect fees or other charges for the use, 1360  
rental, or operation of the common elements or for services 1361  
provided to unit owners; 1362

(12) Impose interest and late charges for the late payment of 1363  
assessments, impose returned check charges, and, pursuant to 1364  
division (C) of this section, impose reasonable enforcement 1365  
assessments for violations of the declaration, the bylaws, and the 1366  
rules of the unit owners association, and impose reasonable 1367  
charges for damage to the common elements or other property; 1368

(13) Adopt and amend rules that regulate the collection of 1369

delinquent assessments and the application of payments of 1370  
delinquent assessments; 1371

(14) Subject to applicable laws, adopt and amend rules that 1372  
regulate the termination of a utility or other service to a 1373  
commercial unit if the unit owner is delinquent in the payment of 1374  
an assessment that pays, in whole or in part, the cost of that 1375  
service; 1376

(15) Impose reasonable charges for preparing, recording, or 1377  
copying amendments to the declaration, resale certificates, or 1378  
statements of unpaid assessments; 1379

(16) Enter a unit for bona fide purposes when conditions 1380  
exist involving an imminent risk of damage or harm to common 1381  
elements, another unit, or to the health or safety of the 1382  
occupants of that unit or another unit; 1383

(17) To the extent provided in the declaration or bylaws, 1384  
assign the unit owners association's rights to common assessments, 1385  
or other future income, to a lender as security for a loan to the 1386  
unit owners association; 1387

(18) Suspend the voting privileges and use of recreational 1388  
facilities of a unit owner who is delinquent in the payment of 1389  
assessments for more than thirty days; 1390

(19) Purchase insurance and fidelity bonds considered to be 1391  
appropriate or necessary; 1392

(20) Invest excess funds in investments meeting standards for 1393  
fiduciary investments under Ohio law; 1394

(21) Exercise any of the following: 1395

(a) Powers conferred by the declaration or the bylaws of the 1396  
unit owners association or the board of trustees; 1397

(b) Powers necessary to incorporate the unit owners 1398  
association as a not-for-profit corporation; 1399

(c) Powers that may be exercised in this state by a 1400  
not-for-profit corporation; 1401

(d) Powers that are necessary and proper for the government 1402  
and operation of the unit owners association. 1403

(C)(1) Prior to imposing a charge for damages or an 1404  
enforcement assessment pursuant to division (B) of this section, 1405  
the board of trustees shall give the unit owner a written notice 1406  
that includes all of the following: 1407

(a) A description of the property damage or violation; 1408

(b) The proposed charge or enforcement assessment; 1409

(c) A statement that the owner has a right to a hearing 1410  
before the board of trustees to contest the proposed charge or 1411  
enforcement assessment; 1412

(d) A statement setting forth the procedures required by 1413  
division (C)(2) of this section; 1414

(e) A reasonable date by which the unit owner must cure the 1415  
violation to avoid any proposed charge or penalty assessment. 1416

(2)(a) To request a hearing, the owner shall deliver a 1417  
written notice to the board of trustees no later than the tenth 1418  
day after receiving the notice required by division (C)(1) of this 1419  
section. If the owner fails to make a timely request for a 1420  
hearing, the right to that hearing is waived and the board may 1421  
immediately impose enforcement assessments pursuant to this 1422  
section. 1423

(b) If a unit owner requests a hearing, at least seven days 1424  
prior to the hearing, the board of trustees must provide the unit 1425  
owner with a written notice that includes the date, time, and 1426  
location of the hearing. 1427

(3) The board of trustees shall not levy an enforcement 1428  
assessment before holding any hearing requested pursuant to this 1429

division. 1430

(4) The unit owners, through the board of trustees, may allow 1431  
a reasonable time to cure a violation described in division (B) of 1432  
this section. 1433

(5) Within thirty days following a hearing at which the board 1434  
of trustees imposes a charge or enforcement assessment, the unit 1435  
owners association shall deliver a written notice of the charge or 1436  
enforcement assessment to the unit owner. 1437

(6) Any written notice required by this section shall be 1438  
delivered to the unit owner or any occupant of the unit by 1439  
personal delivery, by certified mail, return receipt requested, or 1440  
by regular mail. 1441

**Sec. 5311.09.** (A) ~~Each~~ (1) The unit owners association shall 1442  
keep correct and complete books and records of account, ~~specifying~~ 1443  
~~that specify~~ the receipts and expenditures relating to the common 1444  
~~areas and facilities~~ elements and other common receipts and 1445  
expenses, ~~together with;~~ records showing the allocation, 1446  
distribution, and collection of the common profits, losses, and 1447  
expenses among and from the unit owners; minutes of the 1448  
~~proceedings~~ meetings of the ~~unit owners~~ association and the board 1449  
of ~~managers~~ trustees; and records of the names and addresses of 1450  
the unit owners and their respective ~~percentages of~~ undivided 1451  
interest in the common ~~areas and facilities~~ elements. 1452

(2) Within thirty days after a unit owner obtains a 1453  
condominium ownership interest, the unit owner shall provide the 1454  
following information in writing to the unit owners association 1455  
through the board of trustees: 1456

(a) The home address, home and business mailing addresses, 1457  
and the home and business telephone numbers of the unit owner and 1458  
all occupants of the unit; 1459



(b) The name, business address, and business telephone number 1460  
of any person who manages the owner's unit as an agent of that 1461  
owner. 1462

(c) Within thirty days after a change in any information 1463  
required by this division, a unit owner shall notify the 1464  
association, through the board of trustees, in writing of the 1465  
change. When requested by the board of trustees, a unit owner 1466  
shall verify or update the information required by this division. 1467

(B) ~~Whenever~~ (1) ~~When~~ elected members of a board of ~~managers~~ 1468  
~~trustees~~ of a unit owners association take control of the 1469  
association, the declarant or developer shall deliver to ~~such~~ 1470  
~~officers correct and complete books and records of account, as~~ 1471  
~~required in division (A) of this section, and any the board of~~ 1472  
~~trustees correct and complete copies of all of the following:~~ 1473

(a) The books, records, and minutes referred to in division 1474  
(A) of this section; 1475

(b) The declaration, the bylaws, the drawings prepared 1476  
pursuant to section 5311.07 of the Revised Code, as recorded, and 1477  
any articles of incorporation of the unit owners association, as 1478  
recorded; 1479

(c) Except in the case of a conversion condominium, 1480  
documents, information, and sources of information concerning the 1481  
location of underground utility lines, and plans and 1482  
specifications that are not proprietary or copyrighted, of the 1483  
buildings, other improvements, and structures of the condominium 1484  
property that are reasonably available to the developer, but only 1485  
in connection with condominium developments declared on or after 1486  
the effective date of this amendment and condominium developments 1487  
that are declared prior to that date but originally built or 1488  
constructed on or after that date. 1489

(2) The board of trustees may commence a civil action on 1490

behalf of the unit owners association in the court of common pleas 1491  
of the county in which the condominium property is located to 1492  
obtain injunctive relief or recover damages for harm resulting 1493  
from the declarant's or developer's failure to ~~do so may be~~ 1494  
~~recovered in a civil action~~ comply with this division. 1495

Sec. 5311.091. (A) Except as otherwise prohibited by this 1496  
section, any member of a unit owners association may examine and 1497  
copy the books, records, and minutes described in division (A) of 1498  
section 5311.09 of the Revised Code pursuant to reasonable 1499  
standards set forth in the declaration or bylaws, which may 1500  
include, but are not limited to standards governing the type of 1501  
documents that are subject to examination and copying, the times 1502  
and locations at which those documents may be examined or copied, 1503  
and the specification of a reasonable fee for copying the 1504  
documents. 1505

(B) The unit owners association is not required to permit the 1506  
examination and copying of any of the following from books, 1507  
records, and minutes: 1508

(1) Information that pertains to condominium property-related 1509  
personnel matters; 1510

(2) Communications with legal counsel or attorney work 1511  
product pertaining to pending litigation or other condominium 1512  
property-related matters; 1513

(3) Information that pertains to contracts or transactions 1514  
currently under negotiation, or information that is contained in a 1515  
contract or other agreement containing confidentiality 1516  
requirements and that is subject to those requirements; 1517

(4) Information that relates to the enforcement of the 1518  
declaration, bylaws, or rules of the unit owners association 1519  
against unit owners; 1520

(5) Information the disclosure of which is prohibited by 1521  
state or federal law; 1522

(6) Information pertaining to the subject matter of an 1523  
executive session of the board of trustees conducted in accordance 1524  
with division (B)(3) of section 5311.08 of the Revised Code. 1525

**Sec. 5311.10.** In any deed, mortgage, lease, or other 1526  
instrument of conveyance or encumbrance of, or by which a lien is 1527  
created upon, any interest or estate in a any unit ~~or units~~ of 1528  
condominium property, it is sufficient to describe ~~such the~~ unit 1529  
~~or units~~ by setting forth the name of the condominium property, 1530  
the number or other designation of the unit ~~or units~~, and the 1531  
numbers of the volumes and initial pages of the records of the 1532  
declaration and drawings of the condominium property. This section 1533  
does not require references by volume and page to amendments to 1534  
the declaration or the drawings of the condominium property that 1535  
accompany an amendment, and the omission of references to 1536  
amendments does not affect the validity of any deed, mortgage, 1537  
lease, or other instrument referred to in this section. 1538

**Sec. 5311.11.** Each unit of a condominium property and the 1539  
~~percentage of undivided~~ interest in the common ~~areas and~~ 1540  
~~facilities~~ elements appurtenant to it shall be deemed to be a 1541  
separate parcel for all purposes of taxation and assessment of 1542  
real property, and no other unit or other part of the condominium 1543  
property shall be charged with the payment of ~~such those~~ taxes and 1544  
assessments. 1545

**Sec. 5311.12.** ~~The No owner or owners~~ of property submitted to 1546  
the provisions of ~~Chapter 5311. of the Revised Code~~ this chapter 1547  
shall ~~not thereafter~~ convey any unit ~~thereof~~ of the condominium 1548  
property until all liens and encumbrances, except taxes and 1549  
assessments of political subdivisions not then due and payable, 1550

affecting both ~~such the~~ unit to be conveyed and any other part of 1551  
the condominium property have been paid and satisfied, or the unit 1552  
~~being to be~~ conveyed has been released from the operation ~~thereof~~ 1553  
of those liens and encumbrances, or the lien has been assumed by 1554  
the purchaser of the unit. 1555

**Sec. 5311.13.** (A) Liens and encumbrances shall arise with 1556  
respect to and shall affect a unit of a condominium property and 1557  
the ~~percentage of undivided~~ interest in the common areas and 1558  
~~facilities elements~~ appurtenant to it in the same manner and under 1559  
the same conditions in every respect as the same liens and 1560  
encumbrances may arise with respect to and affect any other real 1561  
estate, except as provided in this section. 1562

(B) Any person who does work or labor upon or furnishes 1563  
machinery, material, or fuel for the alteration or repair of any 1564  
unit without the consent or authorization of ~~the any~~ owner, 1565  
~~part-owner~~ or lessee of any interest in the unit, or ~~his the~~ 1566  
owner's or lessee's authorized agent, ~~is~~ nevertheless is entitled 1567  
to a lien to secure payment ~~therefor~~ for the work, labor, 1568  
machinery, material, or fuel on the estate or interest in the unit 1569  
of the owner, pursuant to sections 1311.01 to 1311.38 of the 1570  
Revised Code, if the work, labor, alteration, or repair ~~has been~~ 1571  
was duly authorized or directed by the board of ~~managers~~ trustees 1572  
of the unit owners association and ~~has been was~~ necessary in the 1573  
opinion of the board of ~~managers~~ trustees for public safety or in 1574  
order to prevent damage to or destruction of any other part of the 1575  
condominium property. 1576

(C) Any person who does work or labor upon or furnishes 1577  
machinery, material, or fuel for the construction, alteration, 1578  
repair, improvement, enhancement, or embellishment of any part of 1579  
the common ~~areas and facilities~~ elements of any condominium 1580  
property is entitled to a lien to secure payment ~~therefor~~ for the 1581

work, labor, machinery, material, or fuel on the estates or 1582  
interests of all owners in all units and their respective 1583  
~~percentages of interest~~ undivided interests in the common ~~areas~~ 1584  
~~and facilities~~ elements, pursuant to sections 1311.01 to 1311.38 1585  
of the Revised Code, if the work, labor, construction, alteration, 1586  
repair, improvement, enhancement, or embellishment ~~has been~~ was 1587  
duly authorized or directed by the board of ~~managers~~ trustees of 1588  
the unit owners association. 1589

(D) ~~Whenever any~~ If a lien or encumbrance arises with respect 1590  
to and affects any estate or interest in two or more units, the 1591  
proportionate amount of the obligation secured or evidenced by the 1592  
lien or encumbrance that is attributable to the estate or interest 1593  
in any ~~such~~ unit of that nature shall be in the ratio that the 1594  
~~percentage of interest~~ undivided interests in the common ~~areas and~~ 1595  
~~facilities~~ elements appurtenant to that unit bears to the total 1596  
~~percentages of interest~~ undivided interests in the common ~~areas~~ 1597  
~~and facilities~~ elements appurtenant to all ~~such~~ units of that 1598  
nature. An estate or interest in a unit may be released and 1599  
discharged from the operation of the lien or encumbrance, in the 1600  
same manner and to the same extent that a lien or encumbrance 1601  
could be released and discharged with respect to any separate 1602  
parcel of real estate, by payment to the ~~person or persons~~ 1603  
~~entitled thereto~~ lienholder or encumbrancer of the proportionate 1604  
amount of the obligation secured or evidenced by the lien or 1605  
encumbrance that is attributable to the estate or interest. 1606

(E)(1) When a lien exists under Chapter 1311. of the Revised 1607  
Code to secure payment for work or labor done or machinery, 1608  
material, or fuel furnished for property, ~~which thereafter~~ that 1609  
subsequently becomes condominium property through the filing and 1610  
recording of a declaration under section 5311.06 of the Revised 1611  
Code, regardless of the ~~condominium~~ property to which the lien 1612  
originally attached, after the declaration is filed for record, 1613

the lien is enforceable as to condominium property only against 1614  
units and their appurtenant interests in the common ~~areas and~~ 1615  
~~facilities~~ elements owned by the ~~declarant~~ developer or conveyed 1616  
by ~~him~~ the developer other than as described in division (F) of 1617  
this section. ~~Foreclosure~~ 1618

(2) Foreclosure of ~~such~~ a lien described in division (E)(1) 1619  
of this section does not of itself terminate the condominium 1620  
property. ~~This~~ 1621

(3) This division does not limit the right to enforce a lien 1622  
arising under Chapter 1311. of the Revised Code against property 1623  
that does not become condominium property through the filing and 1624  
recording of a declaration under section 5311.06 of the Revised 1625  
Code. 1626

(F) No lien acquired under Chapter 1311. of the Revised Code 1627  
is enforceable against any purchaser in good faith for value of a 1628  
unit and its appurtenant interest in the common ~~areas and~~ 1629  
~~facilities~~ elements from the ~~declarant~~ developer unless the 1630  
affidavit required by section 1311.06 of the Revised Code is filed 1631  
for record before the deed or other instrument of conveyance of 1632  
the unit is filed for record. 1633

**Sec. 5311.14.** (A) Unless provided otherwise in the 1634  
declaration, damage to or destruction of all or any part of the 1635  
common ~~areas and facilities~~ elements of a condominium property 1636  
shall be promptly repaired and restored by the ~~manager or~~ board of 1637  
~~managers~~ trustees of the unit owners association. The cost of ~~such~~ 1638  
the repairs and restoration shall be paid from the proceeds of 1639  
insurance, if any, payable because of ~~such~~ the damage or 1640  
destruction, and the balance of ~~such~~ that cost shall be a common 1641  
expense. 1642

(B)(1) Unless provided otherwise in the declaration, in the 1643  
event of damage to or destruction of all or any part of the common 1644

~~areas and facilities~~ elements of a condominium property, the unit owners, by the affirmative vote of those entitled to exercise not less than seventy-five per cent of the voting power or ~~such a~~ greater per cent ~~as may be~~ provided in the declaration, may elect not to repair or restore the ~~same~~ damaged or destroyed common elements. ~~Upon such~~

(2) Upon an election not to repair or restore, all of the condominium property is subject to an action for sale as upon partition at the suit of ~~any unit owner~~ owners exercising a majority of the voting power of unit owners. ~~In the event of any such sale or a sale of the condominium property after such election by agreement of all unit owners~~ If the condominium property is sold pursuant to division (B)(2) of this section, the any net proceeds of the sale, together with the net proceeds of insurance, if any, and or any other indemnity arising because of such the damage or destruction, shall be considered as one fund and shall be distributed to all unit owners in proportion to their respective percentages of interest the undivided interests in the common areas and facilities elements appurtenant to their units.  
No

No unit owner is entitled to receive any portion of ~~his~~ the unit owner's share of ~~such those~~ proceeds until all liens and encumbrances on ~~his the~~ unit, except taxes and assessments of political subdivisions not then due and payable, have been paid, released, or discharged.

**Sec. 5311.16.** Unless otherwise provided by the declaration or bylaws, the board of ~~managers~~ trustees shall insure all unit owners, their tenants, and all persons lawfully in possession or control of any part of the condominium property for ~~such the~~ amount as it determines against liability for personal injury or property damage arising from or relating to the common ~~areas and facilities~~ elements and shall also obtain for the benefit of all

unit owners fire and extended coverage insurance on all buildings 1677  
and structures of the condominium property in an amount not less 1678  
than eighty per cent of the fair value thereof. The cost of such 1679  
insurance shall be a common expense. 1680

**Sec. 5311.17.** (A) Unless otherwise provided by the 1681  
declaration, or as provided in division (B) of section 5311.14 of 1682  
the Revised Code, the unit owners, by the affirmative vote of all 1683  
unit owners, may elect to remove condominium property from the 1684  
provisions of ~~Chapter 5311. of the Revised Code~~ this chapter. In 1685  
the event of ~~such~~ that election, all liens and encumbrances, 1686  
except taxes and assessments of political subdivisions not then 1687  
due and payable, upon all or any part of the condominium property, 1688  
shall be paid, released, modified, or discharged, ~~and a. A~~ 1689  
certificate setting forth that ~~such~~ the election was made shall be 1690  
filed with the recorder of the county or counties in which the 1691  
condominium property is situated and ~~by him~~ recorded by each 1692  
recorder. ~~Such~~ The certificate shall be signed ~~by~~ as follows: 1693

(1) By the president or other chief officer of the ~~board of~~ 1694  
~~managers of the~~ unit owners association, who shall certify ~~therein~~ 1695  
in the certificate under oath that all liens and encumbrances, 1696  
except taxes and assessments of political subdivisions not then 1697  
due and payable, upon all or any part of the common ~~areas and~~ 1698  
~~facilities~~ elements have been paid, released, modified, or 1699  
discharged, ~~and shall also be signed by;~~ 1700

(2) By the unit owners, each of whom shall certify ~~therein~~ in 1701  
the certificate under oath that all ~~such~~ liens and encumbrances on 1702  
~~his~~ the owner's unit or units have been paid, released, modified, 1703  
or discharged, except taxes and assessments of political 1704  
subdivisions not then due and payable. 1705

(B) A recorder shall not accept for recording any certificate 1706  
pursuant to this section until a copy ~~thereof~~ has been filed with 1707



the auditor of the same county ~~who shall endorse on the~~ 1708  
~~certificate that, and the certificate contains the auditor's~~ 1709  
~~endorsement that~~ a copy thereof has been filed with him ~~the~~ 1710  
~~auditor.~~ 1711

(C) A condominium property shall be deemed removed from the 1712  
provisions of ~~Chapter 5311. of the Revised Code~~ this chapter upon 1713  
the filing of the certificate with the recorder or recorders, and 1714  
upon ~~such~~ that removal, the property shall be owned in common by 1715  
the unit owners. The undivided interest in the property owned by 1716  
each unit owner shall be the ~~percentage of~~ undivided interest in 1717  
the common ~~areas and facilities~~ elements appurtenant to the units 1718  
in the condominium property previously owned by ~~such~~ each owner. 1719

**Sec. 5311.18.** (A)(1) Unless otherwise provided by the 1720  
declaration or the bylaws, the unit owners association shall have 1721  
a lien upon the estate or interest of the owner in any unit and 1722  
the appurtenant ~~percentage of~~ undivided interest in the common 1723  
~~areas and facilities~~ elements for the payment of any of the 1724  
~~portion of the common expenses~~ following expenses that may be 1725  
chargeable against the unit and that ~~remains~~ remain unpaid for ten 1726  
days after ~~the~~ any portion has become due and payable-: 1727

(a) The portion of the common expenses chargeable against the 1728  
unit; 1729

(b) Interest, administrative late fees, enforcement 1730  
assessments, and collection costs, attorney's fees, and paralegal 1731  
fees incurred by the association if authorized by the declaration, 1732  
the bylaws, or the rules of the unit owners association and if 1733  
chargeable against the unit. 1734

(2) Unless otherwise provided by the declaration, the bylaws, 1735  
or the rules of the unit owners association, the association shall 1736  
credit payments made by a unit owner for the expenses described in 1737  
divisions (A)(1)(a) and (b) of this section in the following order 1738

of priority: 1739

(a) First, to interest owed to the association; 1740

(b) Second, to administrative late fees owed to the 1741  
association; 1742

(c) Third, to collection costs, attorney's fees, and 1743  
paralegal fees incurred by the association; 1744

(d) Fourth, to the principal amounts owed by the unit owner 1745  
to the association for the common expenses or penalty assessments 1746  
chargeable against the unit. 1747

(3) The lien described in division (A)(1) of this section is 1748  
effective on the date that a certificate of lien in the form 1749  
described in this division is filed for record in the office of 1750  
the recorder of the county or counties in which the condominium 1751  
property is situated pursuant to an authorization given by the 1752  
board of ~~managers~~ trustees of the unit owners association. The 1753  
certificate shall contain a description of the unit, the name of 1754  
the record owner of the unit, and the amount of the unpaid portion 1755  
of the common expenses and, subject to subsequent adjustments, any 1756  
unpaid interest, administrative late fees, enforcement 1757  
assessments, collection costs, attorney's fees, and paralegal 1758  
fees. The certificate shall be subscribed by the president or 1759  
other ~~chief officer of the unit owners~~ designated representative 1760  
of the association. ~~The~~ 1761

(4) The lien described in division (A)(1) of this section is 1762  
valid for a period of five years from the date of filing, unless 1763  
it is sooner released or satisfied in the same manner provided by 1764  
law for the release and satisfaction of mortgages on real property 1765  
or unless it is discharged by the final judgment or order of a 1766  
court in an action brought to discharge the lien as provided in 1767  
division (C) of this section. 1768

(B)(1) The lien ~~provided for by~~ described in division (A)(1) 1769

of this section is prior to any lien or encumbrance subsequently 1770  
arising or created, except liens for real estate taxes and 1771  
assessments of political subdivisions and liens of first mortgages 1772  
that have been filed for record, and may be foreclosed in the same 1773  
manner as a mortgage on real property in an action brought on 1774  
behalf of the unit owners association by ~~its~~ the president or 1775  
other chief officer of the association pursuant to authority given 1776  
to ~~him~~ that individual by the board of ~~managers~~ trustees. ~~In the~~ 1777

(2) In a foreclosure action commenced by a unit owners 1778  
association pursuant to division (B)(1) of this section or a 1779  
foreclosure action commenced by the holder of a first mortgage or 1780  
other lien on a unit, the owner of the unit ~~affected~~, as the 1781  
defendant in the action, shall be required to pay a reasonable 1782  
rental for the unit during the pendency of the action, ~~and the~~ 1783  
~~plaintiff in the action~~. The unit owners association or the holder 1784  
of the lien is entitled to the appointment of a receiver to 1785  
collect the rental. ~~In the~~ Each rental received by a receiver 1786  
during the pendency of the foreclosure action shall be applied 1787  
first to the payment of the portion of the common expenses 1788  
chargeable to the unit during the foreclosure action. 1789

(3) In a foreclosure action commenced by the holder of a lien 1790  
on a unit, the holder of that lien shall name the unit owners 1791  
association as a defendant in the action. 1792

(4) Unless prohibited by the declaration or the bylaws, 1793  
following a foreclosure action commenced by a unit owners 1794  
association pursuant to division (B)(1) of this section or a 1795  
foreclosure action commenced by the holder of a lien on a unit, 1796  
the ~~unit owners~~ association, or its agent, duly authorized by 1797  
action of ~~its~~ the board of ~~managers~~, trustees is entitled, ~~unless~~ 1798  
~~prohibited by the declaration or bylaws~~, to become a purchaser at 1799  
the foreclosure sale. 1800

(5) A mortgage on a unit may contain a provision that secures 1801

advances to be made by the mortgagee for the payment of the 1802  
portion of the common expenses chargeable against the unit upon 1803  
which the mortgagee holds the mortgage. 1804

(6) In any foreclosure action, it shall not be a defense, set 1805  
off, counterclaim, or crossclaim that the unit owners association 1806  
has failed to provide the unit owner with any service, goods, 1807  
work, or material, or failed in any other duty. 1808

(C) A unit owner who believes that the portion of the common 1809  
expenses chargeable to ~~his~~ the unit, for which a certificate of 1810  
lien has been filed by the unit owners association pursuant to 1811  
division (A) of this section, has been improperly charged against 1812  
~~him or his unit~~ may commence an action for the discharge of the 1813  
lien in the court of common pleas of the county in which all or a 1814  
part of the condominium property is situated. In the action, if it 1815  
is finally determined that the portion of the common expenses has 1816  
been improperly charged to the unit owner or ~~his~~ the unit, the 1817  
court shall ~~make such~~ enter an order as is that it determines to 1818  
be just, which may provide for a discharge of record of all or a 1819  
portion of the lien. 1820

**Sec. 5311.19.** (A) All unit owners, their tenants, and all 1821  
persons lawfully in possession and control of any part of the a 1822  
condominium property, and the unit owners association of a 1823  
condominium property shall comply with all covenants, conditions, 1824  
and restrictions set forth in a deed to which they are subject or 1825  
in the declaration, ~~the~~ bylaws of ~~the unit owners association,~~ or 1826  
~~administrative~~ the rules and regulations adopted pursuant to of 1827  
~~the provisions thereof~~ unit owners association, as any of ~~the same~~ 1828  
those documents may be lawfully amended from time to time, ~~and~~ 1829  
~~violations thereof.~~ Violations of those covenants, conditions, or 1830  
restrictions shall be grounds for ~~actions brought by the unit~~ 1831  
~~owners association, by a unit owner or unit owners, or by both the~~ 1832  
unit owners association or any unit owner to commence a civil 1833

action for damages or, injunctive relief, or both, and an award of 1834  
court costs and reasonable attorney's fees in both types of 1835  
action. 1836

(B)(1) Except as otherwise provided in the declaration or the 1837  
bylaws, a unit owners association may initiate eviction 1838  
proceedings, pursuant to Chapters 5321. and 1923. of the Revised 1839  
Code, to evict a tenant for a violation of the provisions set 1840  
forth in division (A) of this section. The action shall be brought 1841  
by the unit owners association, as the unit owner's agent, in the 1842  
name of the unit owner. 1843

(2) In addition to any procedures required by Chapters 5321. 1844  
and 1923. of the Revised Code, the unit owners association shall 1845  
give the unit owner at least ten days written notice of the 1846  
intended eviction action. 1847

(3) The costs of any eviction action brought pursuant to this 1848  
division, including reasonable attorney fees, shall be charged to 1849  
the unit owner and shall be the subject of a special assessment 1850  
against the offending unit and made a lien against that unit. 1851

**Sec. 5311.20.** In any action relating to the common ~~areas and~~ 1852  
~~facilities~~ elements or to any right, duty, or obligation possessed 1853  
or imposed upon the unit owners association, by statute or 1854  
otherwise, the unit owners association may sue or be sued as a 1855  
separate legal entity. In any ~~such~~ action of that nature, service 1856  
of summons or other process may be made upon the unit owners 1857  
association by serving the ~~same~~ process personally upon the 1858  
president or other ~~chief officer thereof or upon the person~~ 1859  
designated representative of the unit owners association named in 1860  
the declaration ~~as the person~~ to receive service of process 1861  
~~therefor~~ for the association, or the person named as statutory 1862  
agent of the association if it is an incorporated entity, or by 1863  
leaving the ~~same~~ process at the residence or place of business of 1864

such a person ~~set forth~~ named in the declaration or named as 1865  
statutory agent. Any ~~such~~ action of that nature brought by or on 1866  
behalf of the unit owners association shall be pursuant to 1867  
authority granted by ~~its~~ the board of ~~managers~~ trustees. 1868

**Sec. 5311.21.** ~~The~~ Unless retained by the board of trustees as 1869  
reserves, the common profits of a condominium property shall be 1870  
distributed among, and, except as provided in division (B) of 1871  
section 5311.041 of the Revised Code, the common expenses shall be 1872  
charged to the unit owners according to the ~~percentages of~~ 1873  
interest undivided interests in the common ~~areas and facilities~~ 1874  
elements appurtenant to their respective units. 1875

**Sec. 5311.22.** (A) Unless otherwise provided in the 1876  
declaration or bylaws, each unit owner ~~of a condominium property~~ 1877  
may exercise that percentage of the total voting power of all unit 1878  
owners on any question for which the vote of unit owners is 1879  
permitted or required that is equivalent to the ~~percentage of~~ 1880  
undivided interest in the common ~~areas and facilities~~ elements 1881  
appurtenant to ~~his~~ the owner's unit. 1882

(B) Fiduciaries ~~and minors~~ who are owners of record of a unit 1883  
or units may vote their respective interests as unit owners. ~~If~~ 1884  
Unless otherwise provided in the declaration or bylaws, if two or 1885  
more persons, whether fiduciaries, tenants in common, or 1886  
otherwise, own undivided interests in a unit, each person may 1887  
exercise the proportion of the voting power of all of the owners 1888  
of ~~his~~ the unit that is equivalent to ~~his~~ the person's 1889  
proportionate undivided interest in the unit. 1890

(C) A fiduciary for a unit owner or of the estate of a unit 1891  
owner may vote as though ~~he~~ the fiduciary were the unit owner when 1892  
~~he~~ the fiduciary has furnished to the unit owners association 1893  
proof, satisfactory to it, of ~~his~~ the fiduciary's appointment and 1894

qualification as~~+~~ an executor under the last will of a deceased 1895  
unit owner~~+~~, an administrator of the estate of a deceased unit 1896  
owner~~+~~, a guardian, committee, or conservator of the estate of a 1897  
~~ward~~ minor or incompetent who is a unit owner~~+~~, a trustee in 1898  
bankruptcy of a unit owner~~+~~, a statutory or judicial receiver or 1899  
liquidator of the estate or affairs of a unit owner~~+~~, or an 1900  
assignee for the benefit of creditors of a unit owner. 1901

(D) When any ~~other~~ fiduciary or representative of a unit 1902  
owner who is not described in division (C) of this section has 1903  
furnished to the unit owners association proof, satisfactory to 1904  
it, of ~~his~~ that individual's authority, ~~he~~ that individual may 1905  
vote as though ~~he~~ that individual were the unit owner. 1906

**Sec. 5311.23.** (A) A declarant, developer, agent, or unit 1907  
owner~~+~~, or any person entitled to occupy a unit ~~of a condominium~~ 1908  
~~property~~ is liable in damages in a civil action for ~~damages~~ harm 1909  
caused to any person or to the unit owners association by ~~his~~ that 1910  
individual's failure to comply with any lawful provision of the 1911  
condominium instruments. ~~Any~~ 1912

(B) Any interested person, including a unit owners 1913  
association, may commence an action for a declaratory judgment to 1914  
determine ~~his~~ that person's legal relations under the condominium 1915  
instruments or to obtain an injunction against a declarant, 1916  
developer, agent, unit owner, or person entitled to occupy a unit 1917  
who refuses to comply, or threatens to refuse to comply, with a 1918  
provision of the condominium instruments. ~~One~~ 1919

(C) In connection with either type of action described in 1920  
this section, one or more unit owners may bring a class action on 1921  
behalf of all unit owners. The lawful provisions of the 1922  
condominium instruments ~~may~~, if necessary to carry out their 1923  
purposes, may be enforced in either type of action against the 1924  
condominium property or any person who owns or ~~has~~ previously has 1925

owned any estate or interest in the condominium property. 1926

(D) An action by the unit owners association under this 1927  
section may be commenced by the association in its own name, ~~or~~ in 1928  
the name of ~~its~~ the board of ~~managers~~ trustees, or in the name of 1929  
~~its~~ the association's managing agent. 1930

**Sec. 5311.24.** Sections 5311.25 to 5311.27 of the Revised Code 1931  
do not apply to any of the following, unless the method of 1932  
disposing of the condominium property is adopted for the purpose 1933  
of evading their provisions: 1934

(A) The sale of a condominium ownership interest solely for 1935  
commercial or industrial purposes or uses; 1936

(B) The sale of real estate under or pursuant to court order; 1937  
1938

(C) The sale of real estate by the United States ~~or any of~~ 1939  
~~its agencies or instrumentalities~~, or by this state or any 1940  
political subdivision of this state, or by any of their agencies 1941  
or instrumentalities; 1942

(D) The sale of condominium ownership interests in individual 1943  
dwelling units or individual water slip units, and in their 1944  
appurtenant common ~~areas and facilities~~ elements for ~~his own~~ the 1945  
account ~~by~~ of a person other than a declarant, developer, or agent 1946  
when the sale is not conducted pursuant to the common promotional 1947  
plan of the developer for sales in a condominium development. 1948  
1949

**Sec. 5311.25.** ~~No developer or agent, directly or indirectly,~~ 1950  
~~shall sell or offer to sell a condominium ownership interest in a~~ 1951  
~~condominium development unless the condominium instruments~~ 1952  
~~pertaining to the development provide that:~~ 1953

(A) ~~Any~~ (1) Except as provided in division (A)(2) of this 1954



section, any deposit or down payment made in connection with the  
sale of a condominium ownership interest will be held in trust or  
escrow until delivered at settlement or, until returned to or  
otherwise credited to the purchaser, or until forfeited to the  
developer, and that if. If a deposit or down payment of more than  
two thousand dollars or more is held for more than ninety days,  
interest at the a rate of at least four per cent per annum equal  
to the prevailing rate payable by federally insured financial  
institutions in the county of the condominium property on daily  
interest accounts for any period exceeding ninety days shall be  
credited to the purchaser at settlement or upon return or other  
credit made to the purchaser, or shall be added to any forfeiture  
to the developer. That interest shall be payable only on the  
amount of the deposit or down payment that exceeds two thousand  
dollars.

(2)(a) If a contract for the sale of a condominium ownership  
interest contains the legend described in division (A)(2)(b) of  
this section, a developer may, in accordance with the contractual  
provisions, withdraw a deposit or down payment from trust or  
escrow upon the commencement of construction of a building,  
improvement, or other structure of the condominium property in  
which the purchaser's unit will be located and use the moneys so  
withdrawn in the actual construction and development of the  
condominium property. The developer shall not use the moneys so  
withdrawn for advertising purposes or for the salaries,  
commissions, or expenses of agents.

(b) A contract that permits withdrawals of a deposit or down  
payment for the purposes described in division (A)(2)(a) of this  
section shall include the following legend conspicuously printed  
or stamped in boldface type on the contract's first page and  
immediately above the signature of the purchaser: "Purchaser  
acknowledges that, pursuant to this contract, the developer may

withdraw and then use for construction and development of the 1987  
condominium property any deposit or down payment that the 1988  
purchaser makes prior to closing." 1989

(3) Deposits and down payments held in trust or escrow in 1990  
accordance with division (A)(1) of this section are not subject to 1991  
attachment, garnishment, or other legal process by the creditors 1992  
of the developer, of agents, or of the purchaser of the 1993  
condominium ownership interest. 1994

(B) Except in ~~his~~ the capacity as a unit owner of unsold 1995  
condominium ownership interests, the developer or agent ~~will~~ shall 1996  
not retain a property interest in any of the common ~~areas and~~ 1997  
~~facilities elements~~ after unit owners other than the developer 1998  
have assumed control of ~~the condominium development is assumed by~~ 1999  
the unit owners association except ~~that, in the case of~~ as 2000  
follows: 2001

(1) In a leasehold condominium development, he the developer 2002  
or agent may retain the same interest in the common ~~areas and~~ 2003  
~~facilities elements~~ as he the developer or agent retains in the 2004  
entire condominium development ~~and except that he may retain a~~ 2005  
~~property interest in recreational facilities furnished to unit~~ 2006  
~~owners or to unit owners and others under a contract entered into~~ 2007  
~~or renewed by the unit owners association after unit owners other~~ 2008  
~~than the developer have assumed control of the association and~~ 2009  
~~except that in,~~ 2010

(2) In an expandable condominium property, the developer may 2011  
retain an interest that is consistent with the declaration and 2012  
~~required that is necessary to insure ingress~~ ensure both of the 2013  
following, whether or not the condominium property is expanded to 2014  
include the additional property: 2015

(a) Ingress and egress, ~~from and to over~~ the common ~~areas and~~ 2016  
~~facilities by the prospective unit owners in~~ elements for the 2017

benefit of the additional property; 2018

(b) The availability of utilities from and to the common 2019  
elements for the benefit of the additional property. 2020

(3) The developer may retain the right to enter upon the 2021  
condominium property to fulfill any warranty obligations to the 2022  
unit owners association or to unit owners. 2023

(C) The owners of condominium ownership interests that have 2024  
been sold by the developer or ~~his~~ an agent ~~will~~ shall assume 2025  
control of the common ~~areas and facilities~~ elements and of the 2026  
unit owners association as prescribed in division (C) of section 2027  
5311.08 of the Revised Code~~r~~. 2028

(D) ~~Neither~~ Unless a contract or other agreement of that 2029  
nature is renewed by a vote of the unit owners exercising a 2030  
majority of the voting power of the unit owners association, 2031  
neither the unit owners association nor the unit owners ~~will~~ shall 2032  
be subject for more than ninety days subsequent to the date that 2033  
the unit owners other than the developer assume control of the 2034  
unit owners association, to any management contract ~~or agreement~~ 2035  
executed prior to ~~the~~ that assumption of control ~~required by~~ 2036  
~~division (C) of this section,~~ nor shall they be subject for more 2037  
than one year subsequent to that assumption of control ~~unless such~~ 2038  
~~a contract or agreement is renewed by a vote of the unit owners~~ 2039  
~~pursuant to the bylaws required by section 5311.08 of the Revised~~ 2040  
~~Code~~r~~ to any other contract executed prior to that assumption of~~ 2041  
control, except for contracts for necessary utility services. 2042  
2043

(E)~~(1)~~ Except as provided in division (E)(4) of this section, 2044  
the developer ~~has furnished, as a~~ shall furnish both of the 2045  
following: 2046

(a) A minimum~~r~~ of a two-year warranty covering the full cost 2047  
of labor and materials for any repair or replacement of roof and 2048

structural components, and mechanical, electrical, plumbing, and 2049  
common service elements serving the condominium property or 2050  
additional property as a whole, occasioned or necessitated by a 2051  
defect in material or workmanship ~~and a;~~ 2052

(b) A one-year warranty covering the full cost of labor and 2053  
materials for any repair or replacement of structural, mechanical, 2054  
and other elements pertaining to each unit, occasioned or 2055  
necessitated by a defect in material or workmanship ~~commencing,~~ 2056

(2) The two-year warranty shall commence as follows: 2057

~~(1) In the case of (a) For~~ a condominium development other 2058  
than an expandable condominium development, ~~the two-year warranty~~ 2059  
~~shall commence~~ on the date that the deed or other evidence of 2060  
ownership is filed for record following the sale of the first 2061  
condominium ownership interest in the development to a purchaser 2062  
in good faith for value. 2063

~~(2) In the case of (b)(i) For~~ an expandable condominium 2064  
development, ~~the two-year warranty shall commence~~ for property 2065  
submitted by the original declaration, on the date that the deed 2066  
or other evidence of ownership is filed for record following the 2067  
sale of the first condominium ownership interest in the property, 2068  
~~and for to a purchaser in good faith for value;~~ 2069

(ii) For an expandable condominium development, for any 2070  
additional property submitted by amendment to the declaration, on 2071  
the date that the deed or other evidence of ownership is filed for 2072  
record following the sale of the first condominium ownership 2073  
interest in the additional property, ~~in either case~~ to a purchaser 2074  
in good faith for value. 2075

(3) The one-year warranty for each unit shall commence on the 2076  
date that the deed or other evidence of ownership is filed for 2077  
record following the ~~first~~ developer's sale and conveyance of ~~a~~ 2078  
the condominium ownership interest in the unit to a purchaser in 2079

good faith for value. 2080

(4) ~~In the case of~~ The valid assignment by the developer of 2081  
the express and implied warranty of the manufacturer satisfies the 2082  
developer's obligation under this section with respect to ranges, 2083  
refrigerators, washing machines, clothes dryers, hot water 2084  
heaters, and other similar appliances installed and furnished as 2085  
part of the unit by the developer, ~~the valid assignment by the~~ 2086  
~~developer of the express and implied warranty of the manufacturer~~ 2087  
~~satisfies the developer's obligation under this division with~~ 2088  
~~respect to such appliances, and the.~~ The developer's warranty 2089  
under this division (E)(1) of this section is limited to the 2090  
installation of the appliances. 2091

(5) All warranties made to the developer that exceed time 2092  
periods specified in ~~this division (E)(1) of this section~~ with 2093  
respect to any part of ~~the units or a unit shall be assigned to~~ 2094  
the purchaser of that unit and warranties with respect to any part 2095  
of the common areas and facilities elements shall be assigned to 2096  
the ~~purchaser~~ unit owners association. 2097

(F) The developer ~~will~~ shall assume the rights and 2098  
obligations of a unit owner in ~~his~~ the developer's capacity as 2099  
owner of condominium ownership interests not yet sold, including, 2100  
~~without limitation,~~ the obligation to pay common expenses 2101  
attaching to ~~such~~ those interests, from the date the declaration 2102  
is filed for record even if the construction of the units and the 2103  
appurtenant common elements subject to the condominium ownership 2104  
interests has not started or is not completed. 2105

(G) ~~In the case of~~ a conversion condominium development, ~~all~~ 2106  
~~tenants were offered~~ the developer shall offer each tenant an 2107  
option, exercisable within not less than ninety days after notice, 2108  
to purchase a condominium ownership interest in the development, 2109  
~~and such tenants were given~~ that the tenant occupies and at a 2110  
price that is no greater than the price at which the unit will be 2111

offered to the general public for the subsequent one hundred 2112  
eighty-day period. The developer shall give each tenant written 2113  
notice of not less than one hundred twenty days prior to being 2114  
required to vacate the premises to facilitate the conversion or 2115  
intended conversion, during which time the tenant may not be 2116  
evicted to accommodate or facilitate the sale of any unit if the 2117  
tenant is not in default under the tenant's terms of tenancy. The 2118  
ninety-day and one hundred twenty-day notice periods may run 2119  
concurrently and may be waived in writing by a tenant. If two or 2120  
more tenants occupy a unit in a conversion condominium 2121  
development, the option to purchase shall be given jointly to 2122  
those tenants. 2123

~~Deposits and down payments held in trust or escrow pursuant~~ 2124  
~~to division (A) of this section shall not be subject to attachment~~ 2125  
~~by creditors of the developer or a purchaser.~~ 2126

(H) Except as provided in section 5311.24 of the Revised 2127  
Code, no developer or agent, directly or indirectly, shall sell or 2128  
offer to sell a condominium ownership interest in a condominium 2129  
development unless the condominium instruments include a statement 2130  
that sets forth the requirements of this section, section 5311.26, 2131  
and section 5311.27 of the Revised Code. 2132

**Sec. 5311.26.** ~~No~~ Except as provided in section 5311.24 of the 2133  
Revised Code, no developer or agent, directly or indirectly, shall 2134  
sell or offer to sell a condominium ownership interest in a 2135  
residential or waterslip condominium development unless ~~he~~ the 2136  
developer or agent has provided the prospective purchaser a 2137  
condominium development disclosure statement that discloses fully 2138  
and accurately ~~to each prospective purchaser of the interest~~ all 2139  
material circumstances or features affecting the development, ~~by~~ 2140  
~~preparing and providing to each prospective purchaser in a~~ 2141  
readable and understandable written statement ~~of such~~ 2142  
~~circumstances or features.~~ The statement shall not intentionally 2143

omit any material fact or contain any untrue statement of a 2144  
material fact and shall contain all of the following: 2145

(A) The name and address of the condominium development, and 2146  
the name, address, and telephone number of the developer and of 2147  
the development manager if other than the developer, or ~~his~~ that 2148  
manager's agent; 2149

(B) A general narrative description of the development 2150  
stating the total number of units, a description of the types of 2151  
units ~~and price of each type of unit~~, the total number of units 2152  
that may be included in the development by reason of future 2153  
expansion or merger of the development, and a precise statement of 2154  
the nature of the condominium ownership interest that is being 2155  
offered; 2156

(C) A general disclosure of the following: 2157

(1) The status of construction, zoning, site plan, or other 2158  
governmental approvals, ~~and compliance~~; 2159

(2) Compliance or notice of failure to comply with any ~~other~~ 2160  
federal, state, or local statutes or regulations affecting the 2161  
development, ~~and the~~; 2162

(3) The actual or scheduled dates of completion of any 2163  
buildings, recreation facilities, and other common ~~areas and~~ 2164  
~~facilities~~ elements; 2165

(4) Whether the developer is required to construct 2166  
recreational facilities or other common elements; 2167

(D) The significant terms of any financing offered by or 2168  
through the developer to purchasers of the condominium ownership 2169  
interests in the development, including the name of any bank or 2170  
other institution involved in the financing, the minimum down 2171  
payment, a statement that the prospective purchaser may obtain 2172  
financing from another bank or institution, and the annual 2173

interest rate; 2174

(E) A description of warranties for structural elements and 2175  
mechanical and other systems, stated separately for units and for 2176  
common ~~areas and facilities~~ elements; 2177

(F) A two-year projection, revised and updated ~~at least every~~ 2178  
~~six months within the past year if changed, unless the developer~~ 2179  
~~no longer controls the association~~, of annual expenditures 2180  
necessary to operate and maintain the common ~~areas and facilities~~ 2181  
~~elements~~ of the condominium development, ~~and the cost of any~~ 2182  
~~mandatory dues and membership in a not-for-profit organization~~ 2183  
~~described in division (B)(9) of section 5311.05 of the Revised~~ 2184  
~~Code. The projection shall be prepared by the developer and,~~ 2185  
specifically ~~stating~~ state the assumptions and bases of the 2186  
projection, and include a complete statement of the estimated 2187  
monthly cost per unit for ~~such the~~ two-year period, including all 2188  
of the following: 2189

(1) The formula for determining each unit's share of common 2190  
expenses; 2191

(2) The amount of ~~taxes and~~ insurance and a description of 2192  
the basis or formula used in arriving at ~~these amounts that~~ 2193  
amount; 2194

(3) The dollar amount of operating and maintenance expenses; 2195

(4) The monthly cost of utilities; 2196

(5) Any other costs, fees, and assessments reasonably 2197  
ascertainable by the developer. 2198

(G) ~~In the case of~~ For a conversion condominium development, 2199  
the offering price of each unsold unit or type of unsold unit and 2200  
a report by the developer stating the age, the condition, and the 2201  
developer's opinion of the remaining useful life of structural 2202  
elements and mechanical and supporting systems, together with the 2203



developer's estimate of repair and replacement costs projected for 2204  
five years from the date the property is submitted to the 2205  
provisions of this chapter;~~the.~~ The report shall be based on 2206  
facts reasonably ascertainable by the developer through inspection 2207  
of relevant drawings and records and, to the extent permitted by 2208  
the physical limits of the site, by personal inspection of the 2209  
elements and systems;~~any.~~ Any limits on the inspection shall be 2210  
stated in the report~~;~~. 2211

(H) A statement of significant provisions for management of 2212  
the condominium development, including all of the following: 2213

(1) Conditions for the formation of a unit owners 2214  
association; 2215

(2) The apportionment of voting rights among the members of 2216  
the unit owners association; 2217

(3) The contractual rights and responsibilities of the unit 2218  
owners association; 2219

(4) A statement advising the purchaser that the condominium 2220  
instruments are binding legal documents and describing how ~~such~~ 2221  
those instruments may be altered or amended by the unit owners 2222  
association. 2223

(I) A facsimile of any management contract or other agreement 2224  
affecting the operation, use, or maintenance of or access to all 2225  
or any part of the condominium development, with a brief narrative 2226  
statement of the effect of each agreement upon a purchaser, 2227  
including a specification of the services to be rendered and the 2228  
charges to be made ~~thereunder~~ under it, and a statement of the 2229  
relationship, if any, between the developer and the managing 2230  
agent; 2231

(J) A statement in ~~twenty-point~~, conspicuous boldface type of 2232  
the purchaser's right to review the condominium instruments, the 2233  
purchaser's right to void the contract, any conditions for the 2234

return of a deposit, and ~~a statement of~~ the rights of purchasers 2235  
under section 5311.27 of the Revised Code; 2236

(K) The existence or requirement for the establishment of a 2237  
reserve fund to finance the cost of repair or replacement of the 2238  
components of the common ~~areas and facilities~~ elements; 2239

(L) The significant terms of any ~~encumbrances~~ encumbrances, 2240  
easements, liens, and matters of title affecting the condominium 2241  
development; 2242

(M) A statement of the requirement for escrow of deposits and 2243  
the right of the developer to use all or any part of these; 2244

(N) A statement of any restraints on the free alienability of 2245  
all or any part of the condominium development; 2246

(O) A statement describing any present litigation concerning 2247  
the condominium development. 2248

**Sec. 5311.27.** (A)~~(1)~~ In addition to any other remedy 2249  
available, a contract or agreement for the sale of a condominium 2250  
ownership interest that is executed in violation of section 2251  
5311.25 or 5311.26 of the Revised Code shall be voidable by the 2252  
purchaser ~~for a period~~ until the earlier of the following: 2253

(a) The conveyance of the title to the condominium ownership 2254  
interest to the purchaser; 2255

(b) The later of fifteen days after the ~~date of contract was~~ 2256  
entered into for sale of the condominium ownership interest or 2257  
fifteen days after ~~the date upon which~~ the purchaser executes a 2258  
document evidencing receipt of the information required by section 2259  
5311.26 of the Revised Code, ~~whichever occurs later~~. Upon 2260

(2) Upon the exercise of ~~this~~ the right to void the contract 2261  
or agreement, the developer or ~~his~~ an agent shall refund fully and 2262  
promptly to the purchaser any deposit or other prepaid fee or item 2263  
and any amount paid on the purchase price, and shall pay all 2264

closing costs paid by the purchaser or for which ~~he~~ the purchaser 2265  
is liable in connection with the void sale. 2266

(B)(1) Any developer or agent who sells a condominium 2267  
ownership interest in violation of section 5311.25 or 5311.26 of 2268  
the Revised Code shall be liable to the purchaser in an amount 2269  
equal to the difference between the amount paid for the interest 2270  
and the least of the following amounts: 2271

~~(1)~~(a) The fair market value of the interest as of the time 2272  
the suit is brought; 2273

~~(2)~~(b) The price at which the interest is disposed of in a 2274  
bona fide market transaction before suit is brought; 2275

~~(3)~~(c) The price at which the unit is disposed of ~~after suit~~ 2276  
in a bona fide market transaction, after suit is brought but 2277  
before judgment is entered. ~~In~~ 2278

(2)(a) ~~In~~ no case shall the amount recoverable under this 2279  
~~division section~~ be less than the sum of five hundred dollars for 2280  
each violation against each purchaser bringing an action under 2281  
this ~~division section~~, together with court costs and reasonable 2282  
~~attorneys'~~ attorney's fees. ~~If~~ 2283

(b) ~~If~~ the purchaser complaining of the violation of section 2284  
5311.25 or 5311.26 of the Revised Code has brought or maintained 2285  
an action ~~he~~ that the purchaser knew to be groundless or in bad 2286  
faith and ~~if~~ the developer or agent prevails, the court shall 2287  
award reasonable ~~attorneys'~~ attorney's fees to the developer or 2288  
agent. 2289

(C)(1) If ~~he~~ the attorney general has reason to believe that 2290  
substantial numbers of persons are affected and substantial harm 2291  
is occurring or is about to occur to ~~such~~ those persons, or that 2292  
the case is otherwise of substantial public interest, the attorney 2293  
general may do either of the following: 2294

~~(1)~~(a) Bring an action to obtain a declaratory judgment that 2295

an act or practice of a developer violates section 5311.25 or 2296  
5311.26 of the Revised Code or the condominium instruments, or to 2297  
enjoin a developer who is violating or threatening to violate ~~such~~ 2298  
those sections or instruments; 2299

~~(2)~~(b) Bring a class action for damages on behalf of persons 2300  
injured by a developer's violation of section 5311.25 or 5311.26 2301  
of the Revised Code or of the condominium instruments. 2302

(2)(a) On motion of the attorney general and without bond, in 2303  
an attorney general's action under this section, the court may 2304  
make appropriate orders, including, but not limited to, orders for 2305  
appointment of a master or a receiver, for sequestration of 2306  
assets, to reimburse persons found to have been damaged, or to 2307  
grant other appropriate relief. The court may assess the expenses 2308  
of a master or receiver against the developer. 2309

(b) Any moneys or property recovered by the attorney general 2310  
in an action under this section that ~~cannot~~, with due diligence 2311  
within five years, cannot be restored to persons entitled to them 2312  
shall be unclaimed funds reportable under Chapter 169. of the 2313  
Revised Code. 2314

(c) No action may be brought by the attorney general under 2315  
this section to recover for a transaction more than two years 2316  
after the occurrence of a violation. 2317

(d) If a court determines that provision has been made for 2318  
reimbursement or other appropriate corrective action, insofar as 2319  
practicable, with respect to all persons damaged by a violation, 2320  
or in any other appropriate case, the attorney general, with court 2321  
approval, may terminate enforcement proceedings brought by ~~him~~ the 2322  
attorney general upon acceptance of an assurance from the 2323  
developer of voluntary compliance with sections 5311.25 and 2324  
5311.26 of the Revised Code or with the condominium instruments, 2325  
with respect to the alleged violation. The assurance shall be 2326  
filed with the court and entered as a consent judgment. A consent 2327

judgment is not evidence of prior violation of ~~such~~ those 2328  
sections. Disregard of the terms of a consent judgment entered 2329  
upon an assurance shall be treated as a violation of an injunction 2330  
issued under this section. 2331

(D) Nonmaterial errors and omissions in the disclosure 2332  
statements required by sections 5311.25 and 5311.26 of the Revised 2333  
Code shall not be actionable in a civil action otherwise 2334  
authorized by this section if the developer or agent has attempted 2335  
in good faith to comply with the disclosure requirements and if 2336  
the developer or agent has substantially complied with those 2337  
requirements. 2338

**Sec. 5721.35.** (A) Upon the sale and delivery of a tax 2339  
certificate, such tax certificate vests in the certificate holder 2340  
the first lien previously held by the state and its taxing 2341  
districts under section 5721.10 of the Revised Code for the amount 2342  
of taxes, assessments, interest, and penalty charged against a 2343  
certificate parcel, superior to all other liens and encumbrances 2344  
upon the parcel described in the tax certificate, in the amount of 2345  
the certificate redemption price, except liens for delinquent 2346  
taxes, assessments, penalties, interest, charges, and costs that 2347  
attached to the certificate parcel prior to the attachment of the 2348  
lien being conveyed by the sale of such tax certificate. With 2349  
respect to the priority as among such first liens of the state and 2350  
its taxing districts for different years, the priority shall be 2351  
determined by the date such first liens of the state and its 2352  
taxing districts attached pursuant to section 323.11 of the 2353  
Revised Code, with first priority to the earliest attached lien 2354  
and each immediately subsequent priority based upon the next 2355  
earliest attached lien. 2356

(B)(1) A certificate holder may record the tax certificate or 2357  
memorandum thereof in the office of the county recorder of the 2358  
county in which the certificate parcel is situated, as a mortgage 2359

of land under division ~~(B)~~(A)(2) of section 317.08 of the Revised 2360  
Code. The county recorder shall index the certificate in the 2361  
indexes provided for under section 317.18 of the Revised Code. If 2362  
the lien is subsequently canceled, the cancellation also shall be 2363  
recorded by the county recorder. 2364

(2) Notwithstanding Chapter 1309., Title LIII, or any other 2365  
provision of the Revised Code, a secured party holding a security 2366  
interest in a tax certificate or memorandum thereof may perfect 2367  
that security interest only by one of the following methods: 2368

(a) Possession; 2369

(b) Registering the tax certificate with the county treasurer 2370  
in the name of the secured party, or its agent or custodian, as 2371  
certificate holder; 2372

(c) Recording the name of the secured party in the 2373  
certificate register in the office of the county treasurer of the 2374  
county in which the certificate parcel is situated. 2375

**Section 2.** That existing sections 317.08, 317.09, 5301.01, 2376  
5301.25, 5301.255, 5311.02, 5311.03, 5311.04, 5311.05, 5311.051, 2377  
5311.052, 5311.06, 5311.07, 5311.08, 5311.09, 5311.10, 5311.11, 2378  
5311.12, 5311.13, 5311.14, 5311.16, 5311.17, 5311.18, 5311.19, 2379  
5311.20, 5311.21, 5311.22, 5311.23, 5311.24, 5311.25, 5311.26, 2380  
5311.27, and 5721.35 and sections 5311.01, 5311.15, and 5311.241 2381  
of the Revised Code are hereby repealed. 2382