

As Reported by the House Civil and Commercial Law Committee

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Sub. H. B. No. 135

**Representatives Willamowski, Seitz, Latta, Beatty, Book, Harwood,
Schlichter, Mason**

A B I L L

To amend sections 317.08, 317.09, 5301.01, 5301.25, 1
5301.255, 5311.03, 5311.04, 5311.05, 5311.051, 2
5311.052, 5311.06, 5311.07, 5311.08, 5311.09, 3
5311.10, 5311.11, 5311.12, 5311.13, 5311.14, 4
5311.16, 5311.17, 5311.18, 5311.19, 5311.20, 5
5311.21, 5311.22, 5311.23, 5311.24, 5311.25, 6
5311.26, 5311.27, and 5721.35, to enact new 7
section 5311.01 and sections 5311.031, 5311.032, 8
5311.033, 5311.041, 5311.081, and 5311.091, and to 9
repeal sections 5311.01, 5311.15, and 5311.241 of 10
the Revised Code to revise the Ohio Condominium 11
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, 5311.03, 5311.04, 5311.05, 5311.051, 5311.052, 5311.06, 14
5311.07, 5311.08, 5311.09, 5311.10, 5311.11, 5311.12, 5311.13, 15
5311.14, 5311.16, 5311.17, 5311.18, 5311.19, 5311.20, 5311.21, 16
5311.22, 5311.23, 5311.24, 5311.25, 5311.26, 5311.27, and 5721.35 17
be amended and that new section 5311.01 and sections 5311.031, 18
5311.032, 5311.033, 5311.041, 5311.081, and 5311.091 of the 19
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~~7~~ 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 211
after ~~the effective date of this amendment~~ February 1, 2002. 212

(2) Division (B)(1) of this section does not affect any 213
accrued substantive rights or vested rights that came into 214
existence prior to ~~the effective date of this amendment~~ February 215
1, 2002. 216

Sec. 5301.25. (A) All deeds, land contracts referred to in 217
division ~~(B)~~(A)(2)(b) of section 317.08 of the Revised Code, and 218
instruments of writing properly executed for the conveyance or 219
encumbrance of lands, tenements, or hereditaments, other than as 220
provided in division (C) of this section and section 5301.23 of 221
the Revised Code, shall be recorded in the office of the county 222
recorder of the county in which the premises are situated, ~~and~~ 223
~~until.~~ Until so recorded or filed for record, they are fraudulent, 224
~~so far~~ insofar as ~~relates~~ they relate to a subsequent bona fide 225
purchaser having, at the time of purchase, no knowledge of the 226
existence of ~~such~~ that former deed ~~or~~, land contract, or 227
instrument. 228

(B) Whenever a survey is made of lands ~~which~~ that are being 229
conveyed, the county auditor shall require that the name of the 230
person who made the survey appear in the deed. ~~Such~~ The name shall 231
either be printed, typewritten, stamped, or signed in a legible 232
manner. An instrument is in compliance with this ~~section~~ division 233
if it contains a statement in the following form: 234

"A survey of this property was made by"
(Name) 235

This division does not apply to any court decree, order, 236
judgment, or writ, ~~nor~~ to any instrument executed or acknowledged 237
outside of this state, or to any instrument executed within this 238

state prior to September 20, 1965. 239

(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. 270

(C) A memorandum of trust that satisfies divisions (A)(1) and 271
(2) of this section shall constitute notice only of the 272
information contained in it. 273

(D) Upon the presentation for recordation of a memorandum of 274
trust that satisfies divisions (A)(1) and (2) of this section and 275
the payment of the requisite fee prescribed in section 317.32 of 276
the Revised Code, a county recorder shall record the memorandum of 277
trust as follows: 278

(1) Unless division (D)(2) of this section applies, in the 279
record of deeds described in division (A)(1) of section 317.08 of 280
the Revised Code, if the memorandum of trust describes specific 281
real property, or in the record of powers of attorney described in 282
division ~~(C)~~(A)(3) of that section, if the memorandum of trust 283
does not describe specific real property; 284

(2) If the county recorder records instruments in accordance 285
with division ~~(F)~~(C) of section 317.08 of the Revised Code, in the 286
official records described in that division. 287

Sec. 5311.01. As used in this chapter, except as otherwise 288
provided: 289

(A) "Agent" means any person who represents a developer or 290
who acts for or on behalf of a developer in selling or offering to 291
sell any ownership interest in a condominium development. "Agent" 292
does not include an attorney whose representation of a developer 293
consists solely of rendering legal services. 294

(B) "Additional property" means land, including surface and 295
air rights, or improvements to land that are described in an 296
original declaration and that may be added in the future to an 297
expandable condominium property. 298

(C) "Affiliate of a developer" means any person who controls a developer or is controlled by a developer. For the purposes of this division: 299
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(1) A person "controls" a developer if any of the following applies: 302
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(a) The person is a general partner, officer, member, manager, director, or employer of the developer. 304
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(b) The person owns, controls, holds with power to vote, or holds proxies representing more than twenty per cent of the voting interest in the developer, doing so either directly or indirectly, acting in concert with one or more other persons, or through one or more subsidiaries. 306
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(c) The person controls, in any manner, the election of a majority of the developer's directors. 311
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(d) The person has contributed more than twenty per cent of the developer's capital. 313
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(2) A person "is controlled by" a developer if any of the following applies: 315
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(a) The developer is a general partner, member, manager, officer, director, or employer of the person. 317
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(b) The developer owns, controls, holds with power to vote, or holds proxies representing more than twenty per cent of the voting interest in the person, doing so either directly or indirectly, acting in concert with one or more other persons, or through one or more subsidiaries. 319
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(c) The developer controls, in any manner, the election of a majority of the person's directors. 324
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(d) The developer has contributed more than twenty per cent of the person's capital. 326
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(3) "Control" does not exist for purposes of division (C)(1) 328
or (2) of this section if a person or developer holds any power 329
described in either of those divisions 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) Foundations, columns, girders, beams, supports, 342
supporting walls, roofs, halls, corridors, lobbies, stairs, 343
stairways, fire escapes, entrances, and exits of buildings; 344

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

(c) Premises for the lodging of janitors or persons in charge 347
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) 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 division (F)(2)(a), (b), (c), (d), or (e) of this section but 356

<u>provided for in the declaration;</u>	357
<u>(g) All parts of the condominium property that are not listed</u>	358
<u>in division (F)(2)(a), (b), (c), (d), (e), or (f) of this section</u>	359
<u>that are necessary or convenient to its existence, maintenance,</u>	360
<u>and safety, that are normally in common use, or that have been</u>	361
<u>designated as common elements in the declaration or drawings.</u>	362
<u>(G) "Common expenses" means expenses designated as common</u>	363
<u>expenses in this chapter or in the declaration.</u>	364
<u>(H) "Common losses" means the amount by which the common</u>	365
<u>expenses during any period of time exceeds the common assessments</u>	366
<u>and common profits during that period.</u>	367
<u>(I) "Common profits" means the amount by which the total</u>	368
<u>income received from any of the following exceeds expenses</u>	369
<u>allocable to the particular income, rental, fee, or charge:</u>	370
<u>(1) Assessments charged for special benefits to specific</u>	371
<u>units;</u>	372
<u>(2) Rents received from the rental of equipment or space in</u>	373
<u>common elements;</u>	374
<u>(3) Any other fee, charge, or income other than common</u>	375
<u>assessments.</u>	376
<u>(J) "Common surplus" means the amount by which common</u>	377
<u>assessments collected during any period exceed common expenses.</u>	378
<u>(K) "Condominium" means a form of real property ownership in</u>	379
<u>which a declaration has been filed submitting the property to the</u>	380
<u>condominium form of ownership pursuant to this chapter and under</u>	381
<u>which each owner has an individual ownership interest in a unit</u>	382
<u>with the right to exclusive possession of that unit and an</u>	383
<u>undivided ownership interest with the other unit owners in the</u>	384
<u>common elements of the condominium property.</u>	385
<u>(L) "Condominium development" means a condominium property in</u>	386

which two or more individual residential or water slip units, 387
together with their undivided interests in the common elements of 388
the property, are offered for sale pursuant to a common 389
promotional plan. 390

(M) "Condominium instruments" means the declaration and 391
accompanying drawings and plans, the bylaws of the unit owners 392
association, the condominium development disclosure statement 393
described in section 5311.26 of the Revised Code, any contracts 394
pertaining to the management of the condominium property, and any 395
other documents, contracts, or instruments establishing ownership 396
of or exerting control over a condominium property or unit. 397

(N) "Condominium ownership interest" means a fee simple 398
estate or a ninety-nine-year leasehold estate, renewable forever, 399
in a unit, together with an appurtenant undivided interest in the 400
common elements. 401

(O) "Condominium property" means all real and personal 402
property submitted to the provisions of this chapter, including 403
land, the buildings, improvements, and structures on that land, 404
the land under a water slip, the buildings, improvements, and 405
structures that form or that are utilized in connection with that 406
water slip, and all easements, rights, and appurtenances belonging 407
to the land or to the land under a water slip. 408

(P) "Conversion condominium development" means a condominium 409
development that was operated as a rental property and occupied by 410
tenants immediately prior to the submission of the property to the 411
provisions of this chapter. 412

(Q) "Convertible unit" means a unit that may be converted 413
into one or more units and common elements, including limited 414
common elements. 415

(R) "Declaration" means the instrument by which property is 416
submitted to the provisions of this chapter. "Declaration" 417

includes all amendments to that declaration. 418

(S) "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. 419
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(T) "Exclusive use area" means common elements that the
declaration reserves for delegation by the board of directors to
the use of a certain unit or units, to the exclusion of other
units. 425
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(U) "Expandable condominium property" means a condominium
property in which the original declaration reserves the right to
add additional property. 429
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(V) "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. 432
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(W) "Limited common elements" means the common elements that
the declaration designates as being reserved for use by a certain
unit or units, to the exclusion of the other units. 438
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(X) "Offer" includes any inducement or solicitation to
encourage a person to acquire a condominium ownership interest in
a condominium development. 441
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(Y) "Par value" means a number, expressed in dollars, points,
or as a percentage or fraction, attached to a unit by the
declaration. 444
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(Z) "Purchaser" means a person who purchases a condominium 447

ownership interest for consideration pursuant to an agreement for 448
the conveyance or transfer of that interest for consideration. 449

(AA) "Sale of a condominium ownership interest" means the 450
execution by both parties of an agreement for the conveyance or 451
transfer for consideration of a condominium ownership interest. 452
"Sale of a condominium ownership interest" does not include a 453
transfer of one or more units from the developer to another 454
developer, a subsidiary of the developer, or a financial 455
institution for the purpose of facilitating the sale or 456
development of the remaining or unsold portion of the condominium 457
property or additional property. 458

(BB) "Unit" means the part of the condominium property that 459
is designated as a unit in the declaration, is delineated as a 460
unit on the drawings prepared pursuant to section 5311.07 of the 461
Revised Code, and is one of the following: 462

(1) A residential unit, in which the designated part of the 463
condominium property is devoted in whole or in part to use as a 464
residential dwelling consisting of one or more rooms on one or 465
more floors of a building. A "residential unit" may include 466
exterior portions of the building, spaces in a carport, and 467
parking spaces as described and designated in the declaration and 468
drawings. 469

(2) A water slip unit, which consists of the land that is 470
under the water in a water slip and the land that is under the 471
piers or wharves that form the water slip, and that is used for 472
the mooring of watercraft. 473

(3) A commercial unit in which the property is designated for 474
separate ownership or occupancy solely for commercial purposes, 475
industrial purposes, or other nonresidential or nonwater slip use. 476

(CC) "Unit owner" means a person who owns a condominium 477
ownership interest in a unit. 478

(DD) "Unit owners association" means the organization that 479
administers the condominium property and that consists of all the 480
owners of units in a condominium property. 481

(EE) "Watercraft" has the same meaning as in division (A) of 482
section 1547.01 of the Revised Code. 483

(FF) "Water slip" means a channel of water between piers or 484
wharves. 485

Sec. 5311.03. (A) Each unit of a condominium property, 486
together with the undivided interest in the common ~~areas and~~ 487
~~facilities~~ elements appurtenant to it, is real property for all 488
purposes and is real estate within the meaning of all provisions 489
of the Revised Code. 490

(B) ~~Each~~ A unit owner is entitled to the exclusive ownership 491
and possession of ~~his~~ the unit and to ownership of an undivided 492
interest in the common ~~areas and facilities in the percentage that~~ 493
~~is~~ elements as expressed in the declaration. 494

(C)(1) ~~Each unit that is not a water slip~~ residential and 495
commercial unit shall have a direct exit to a public street or 496
highway ~~or~~ to a common area and facility element leading to a 497
public street or highway, ~~except that units in an expandable~~ 498
~~condominium property may have a direct exit or~~ to a permanent 499
easement leading to a public street or highway ~~across additional~~ 500
~~property identified in the declaration.~~ 501

(2) Each water slip unit shall have a direct exit to a body 502
of water, ~~or~~ to a common area and facility element leading to a 503
body of water, or to a permanent easement leading to a body of 504
water. Each water slip unit also shall ~~also~~ have a direct exit to 505
a public street or highway or to a common ~~area and facility~~ 506
element leading to a public street or highway. 507

(D) Unless otherwise provided in the declaration or drawings, 508

the: 509

(1) ~~The boundaries of a unit that is not a water slip unit~~ 510
residential and commercial units are the interior surfaces of ~~its~~ 511
the perimeter walls, floors, and ceilings. ~~Windows~~ 512

(2) Windows and doors, sashes, thresholds, frames, jambs, and 513
hardware in the perimeter walls, floors, or ceilings of a the unit 514
are part of the unit. ~~Supporting~~ 515

(3) Supporting walls, fixtures, and other parts of the 516
building that are within the boundaries of a the unit but ~~which~~ 517
that are necessary for the existence, support, maintenance, 518
safety, or comfort of any other part of the condominium property 519
are not part of the unit. 520

(E)(1) Ownership of a ~~unit that is not a water slip~~ 521
residential unit includes the right to exclusive possession, use, 522
and enjoyment of the interior surfaces of ~~all its~~ the perimeter 523
walls, floors, and ceilings and of ~~all~~ the supporting walls, 524
fixtures, and other parts of the building within its boundaries, 525
including the right to paint, tile, wax, paper, or otherwise 526
finish, refinish, or decorate the unit. 527

(2) Ownership of a water slip unit includes the exclusive 528
right to moor a watercraft in the portion of water above the water 529
slip unit and the right to exclusive possession, use, and 530
enjoyment of the piers or wharves that are ~~a part~~ within the 531
boundaries of the water slip unit. 532

(3) Ownership of a commercial unit includes the right to 533
exclusive possession, use, and enjoyment of the unit within the 534
unit's boundaries. 535

(F) Each unit ~~shall be~~ is subject to the right of access for 536
the purpose of maintenance, repair, or service of any common ~~area~~ 537
~~and facility~~ element located within its boundaries or of any 538
portion of the unit itself by persons authorized by the board of 539

~~managers~~ directors of the unit owners association. No maintenance, 540
repair, or service of any portion of a unit shall be authorized, 541
however, unless it is necessary in the opinion of the board of 542
~~managers~~ directors for public safety or in order to prevent damage 543
to or destruction of any other part of the condominium property. 544

~~(G) To the extent provided in a declaration and subject to 545
conditions it imposes, a unit in a condominium property other than 546
a condominium development may be divided into two or more units, 547
or all or part of a unit may be combined with all or part of one 548
or more other units. Such a division or combination shall require 549
an amendment to the declaration accompanied by drawings showing 550
all particulars of the division or combination, as provided in 551
section 5311.07 of the Revised Code. The amendment shall specify 552
the percentage interest in the common areas and facilities, the 553
proportionate share of common surplus and common expenses, and the 554
voting power of the unit or units resulting from the division or 555
combination, the total of which, in each case, shall equal the 556
interest, share, and power of the former unit or units divided or 557
combined. 558~~

Sec. 5311.031. (A) Except as otherwise provided in the 559
declaration, the boundaries between adjoining units and 560
appurtenant limited common elements may be relocated and the 561
undivided interests in the common elements appurtenant to those 562
units may be reallocated by an amendment to the declaration 563
pursuant to the following procedures: 564

(1)(a) The owners of the adjoining units shall submit to the 565
board of directors of the unit owners association a written 566
application for the relocation and reallocation. The application 567
shall be accompanied by the written consents of the holders of all 568
liens on those units, except liens for real estate taxes and 569
assessments not due and payable. 570

(b) In the application, the owners of the adjoining units may 571
request a specific reallocation of their undivided interests in 572
the common elements allocated to the adjoining units. 573

(2) Unless the board of directors finds any requested 574
reallocation of the undivided interests in the common elements to 575
be unreasonable, within thirty days after the board receives the 576
application, the association shall prepare, at the expense of the 577
owners of the adjoining units, an amendment to the declaration 578
that is executed by the owners of the affected units and that 579
includes all of the following: 580

(a) Identification of the affected units; 581

(b) Words of conveyance between the owners of the units; 582

(c) A specification of the undivided interests in the common 583
elements, the proportionate shares of common surplus and common 584
expenses, and the voting powers of each unit resulting from the 585
relocation and reallocation, the total of which shall equal the 586
interests, shares, and powers of the former adjoining units. 587

(3) At the expense of the owners of the affected units, the 588
association shall record the amendment to the declaration together 589
with both of the following: 590

(a) Any drawing, plat, or plans necessary to show the altered 591
boundaries of the affected units; 592

(b) The dimensions and identifying number of each unit that 593
results from the relocation and reallocation. 594

(B) Existing liens automatically shall attach to each unit 595
that results from the relocation and reallocation. 596

Sec. 5311.032. (A) Except as otherwise provided in the 597
declaration, rights to the use of limited common elements may be 598
reallocated between or among units by an amendment to the 599

declaration pursuant to the following procedures:

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

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

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

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

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(2) Nothing in division (B)(1) of this section affects a unit owner's right to exclusive use of any common element that the declaration designates as a limited common element appurtenant to the owner's unit.

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

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(2)(a) To cause the conversion, the owner shall prepare and 629
execute an amendment to the declaration that describes the 630
conversion and record the amendment together with the drawings 631
described in division (E) of section 5311.07 of the Revised Code. 632

(b) The amendment shall specify the undivided interests in 633
the common elements, proportionate shares of common surplus and 634
common expenses, and the voting powers of each unit resulting from 635
the conversion, the total of which shall equal the interest, 636
share, and power of the unit that was converted. The amendment to 637
the declaration shall assign an identifying number to each unit 638
formed, allocate to each unit a portion of the undivided interest 639
in the common elements appurtenant to the convertible unit, 640
describe or delineate the limited common elements formed out of 641
the convertible unit, and show or designate each unit to which 642
those limited common elements are reserved. 643

(3) The conversion of a convertible unit pursuant to this 644
section is deemed to occur at the time that all appropriate 645
instruments are recorded in accordance with division (A)(2) of 646
this section and division (E) of section 5311.07 of the Revised 647
Code. 648

(B) A convertible unit that, in whole or in part, is not 649
converted in accordance with this section shall be treated as a 650
single unit until it is so converted. 651

Sec. 5311.04. (A) The common ~~areas and facilities~~ elements of 652
a condominium property are owned by the unit owners as tenants in 653
common, and the ownership shall remain undivided. No action for 654
partition of any part of the common ~~areas and facilities~~ elements 655
may be commenced, except as provided in section 5311.14 of the 656
Revised Code, ~~nor may any~~ and no unit owner otherwise may waive or 657
release any rights in the common ~~areas and facilities~~ elements. 658

(B) The declaration shall set forth the undivided interest in 659
the common ~~areas and facilities~~ elements appurtenant to each unit. 660
~~For~~ 661

(1) For units in condominium properties other than expandable 662
condominium properties, the undivided interest in the common 663
elements shall be computed in the proportion that the fair market 664
value of the unit bears to the aggregate fair market value of all 665
units on the date that the declaration is originally filed for 666
record ~~or~~, shall be based on the size or par value of the unit, or 667
shall be computed on an equal basis. ~~Except~~ 668

(2) Except as provided in division ~~(C)~~(D) of this section, 669
the interest in the common ~~areas and facilities~~ elements 670
appurtenant to units in expandable condominium properties may be 671
computed in any proportion or on any basis that is the same for 672
units submitted by the declaration as originally filed and those 673
submitted later by the addition of additional property and that 674
uniformly reallocates undivided interests of units previously 675
submitted when additional property is submitted. ~~If~~ 676

(C) If a par value is assigned to any unit, ~~then~~ a par value 677
shall be assigned to every unit. Substantially identical units 678
shall be assigned the same par value, but units located at 679
substantially different heights above the ground, or having 680
substantially different views, amenities, or other characteristics 681
that might result in differences in fair market value may, ~~but~~ 682
~~need not~~, be considered substantially identical. If par value is 683
stated in terms of dollars, it need not reflect or relate in any 684
way to the sale price or fair market value of any unit, and no 685
opinion, appraisal, or market transaction at a different figure 686
affects the par value of any unit. 687

~~(C) In the case of an expandable condominium property, the~~ 688

(D) The declaration for an expandable condominium property 689

shall not allocate interest in the common ~~areas and facilities~~ 690
elements on the basis of par value, unless ~~it~~, the declaration as 691
originally filed, does either of the following: 692

(1) Requires that all units created on any additional 693
property that is added to the condominium property be 694
substantially identical to the units created on the condominium 695
property previously submitted; 696

(2) Describes the types of units that may be created on any 697
additional property and states the par value that will be assigned 698
to every unit that is created ~~or proposed to be created~~. 699

~~(D)~~(E) Except as provided in ~~section~~ sections 5311.031 to 700
5311.033 and 5311.051 of the Revised Code, the ~~percentage of~~ 701
undivided interest in the common ~~areas and facilities~~ elements of 702
each unit as expressed in the original declaration shall not be 703
altered except by an amendment to the declaration unanimously 704
approved by all unit owners affected. The undivided interest in 705
the common ~~areas and facilities~~ elements shall not be separated 706
from the unit to which it appertains and ~~shall be~~ is deemed 707
conveyed or encumbered with the unit even though ~~such~~ that 708
interest is not expressly mentioned or described in the deed, 709
mortgage, lease, or other instrument of conveyance or encumbrance. 710

~~(E)~~(F) Each unit owner may use the common ~~areas and~~ 711
~~facilities~~ elements in accordance with the purposes for which they 712
are intended. No unit owner may hinder or encroach upon the lawful 713
rights of the other unit owners in the common elements. 714

~~(F)~~ All ~~costs of administration, maintenance, repair, and~~ 715
~~replacement of the common areas and facilities shall be common~~ 716
~~expenses~~. 717

(G) Subject to rules the board of directors adopts pursuant 718
to division (B)(5) of section 5311.081 of the Revised Code, the 719
board may authorize the use of limited common elements, as 720

distinguished from the common elements and exclusive use areas, 721
for the construction of open, unenclosed patios, hedges, decks, 722
fences, or similar improvements provided that the improvements are 723
maintained and insured by the owner of the unit to which the 724
limited common area is appurtenant. The construction of an 725
addition to or an expansion of a unit into limited common elements 726
or common elements may not be authorized without the consent of 727
all unit owners. 728

(H)(1) Subject to the bylaws and the declaration, the unit 729
owners association may purchase, hold title to, and sell real 730
property that is not declared to be part of the condominium 731
property. 732

(2) Any transaction pursuant to division (H)(1) of this 733
section that takes place prior to the date that the unit owners 734
other than the developer assume control of the unit owners 735
association requires the approval of the developer, the approval 736
of the unit owners other than the developer who exercise not less 737
than seventy-five per cent of the voting power of the unit owners 738
association, and the authorization of the board of directors. 739

(3) Any transaction pursuant to division (H)(1) of this 740
section that takes place after the unit owners assume control of 741
the unit owners association requires the approval of the unit 742
owners who exercise not less than seventy-five per cent of the 743
voting power of the unit owners association and the authorization 744
of the board of directors. 745

(4) Expenses incurred in connection with any transaction 746
pursuant to division (H)(1) of this section are common expenses. 747

Sec. 5311.041. (A) All costs of the administration, 748
operation, maintenance, repair, and replacement of common elements 749
are common expenses. 750

(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, operation, maintenance, repair, and replacement of security, telecommunications, rubbish removal, roads, entrances, recreation facilities, landscaping, and grounds care;

(b) Legal, accounting, and management expenses.

(2) Expenses 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 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 chapter;

(2) The name ~~by which~~ of the condominium property ~~shall be known,~~ which shall include the word "condominium";

(3) The purpose ~~or purposes~~ of the condominium property ~~and,~~ the units and recreational and commercial facilities situated in

the condominium property, and ~~the~~ any restrictions, ~~if any,~~ upon 781
the use ~~or uses~~ of the condominium property; 782

(4) A general description of ~~the building or~~ buildings 783
~~thereby~~ submitted to the provisions of this chapter, stating the 784
principal construction materials ~~of which it is or they are~~ 785
~~constructed~~ and the number of stories, basements, and units ~~in the~~ 786
~~building or buildings, or.~~ The declaration for a water slip 787
property shall also contain a general description of each water 788
slip and of the piers and wharves forming each water slip ~~thereby~~ 789
submitted to the provisions of this chapter; 790

(5) The unit designation of each unit ~~thereby~~ submitted to 791
the provisions of this chapter and a statement of its location, 792
approximate area, ~~number of rooms,~~ and the immediate common area 793
element or limited common ~~area~~ element to which it has access, and 794
any other ~~data~~ information necessary for its proper 795
identification; 796

(6) A description of the common ~~area and facilities~~ elements 797
and limited common ~~areas and facilities~~ ~~thereby~~ elements submitted 798
to the provisions of this chapter, the ~~percentage or percentages~~ 799
~~of undivided~~ interest in ~~the common area and facilities and~~ 800
~~limited common areas and facilities appertaining~~ those elements 801
appurtenant to each unit, the basis upon which those appurtenant 802
~~percentages of interest~~ undivided interests are allocated, and the 803
procedures whereby the ~~percentages~~ undivided interests 804
appertaining to each unit may be altered, ~~which percentages,~~ The 805
undivided interests, basis, and procedures shall be in accordance 806
with ~~section~~ sections 5311.031 to 5311.033 and 5311.04 of the 807
Revised Code; 808

(7) A statement that each unit owner ~~shall be~~ is a member of 809
a unit owners association ~~that shall be~~ established for the 810
administration of the condominium property; 811

(8) The name of a person to receive service of process for 812
the unit owners association, together with the person's residence 813
or place of business ~~of the person, which residence or place of~~ 814
~~business shall be in a county in which all or a part of the~~ 815
~~condominium property is situated~~ located in this state; 816

(9) A statement of any membership requirement if the unit 817
owners association or any unit owners are required to be members 818
of a not-for-profit organization that provides facilities or 819
recreation, education, or social services to owners of property 820
other than the condominium property; 821

(10) The method by which the declaration may be amended, ~~that~~ 822
~~which~~, except as provided in division ~~(D)~~(E) of this section, 823
division (E) of section 5311.04, division (B) of section 5311.041, 824
and ~~section~~ sections 5311.031 to 5311.033 and 5311.051 of the 825
Revised Code, ~~shall require~~ requires the affirmative vote of ~~those~~ 826
unit owners exercising not less than seventy-five per cent of the 827
voting power; 828

~~(10)~~(11) Any further provisions deemed desirable. 829

(C) ~~In the case of~~ The declaration for an expandable 830
condominium property, ~~the declaration also~~ shall contain all of 831
the following in addition to the requirements of division (B) of 832
this section: 833

(1) The explicit reservation of the declarant's option to 834
expand the condominium property; 835

(2) A statement of any limitations on that option to expand, 836
including a statement as to whether the consent of any unit ~~owners~~ 837
owner is required, and ~~if so, a statement as to the method whereby~~ 838
~~the~~ how that consent is to be ascertained; or a statement that 839
there are no ~~such~~ limitations on the option to expand; 840

(3) ~~A time limit, not exceeding seven years from the date the~~ 841

~~declaration is filed for record, renewable for an additional 842
seven year period at the option of the developer, exercisable 843
within six months prior to the expiration of the seven year period 844
and with the consent of the majority of the unit owners other than 845
the developer upon which the option to expand the condominium 846
property will expire, together with a statement of any 847
circumstances that will terminate the option prior to the 848
expiration of the time limit; (a) The time at which the option to 849
expand the condominium development expires, which shall not exceed 850
seven years from the date the declaration is filed for record; 851~~

~~(b) A statement that the declarant may, during the six months 852
prior to the time that the option expires, extend the option for 853
an additional seven years with the consent of the holders of a 854
majority of the voting power of the unit owners other than the 855
declarant; 856~~

~~(c) A statement of any circumstances that will terminate the 857
option to expand prior to the time established pursuant to 858
division (C)(3)(a) or (b) of this section. 859~~

~~(4) A legal description by metes and bounds of all additional 860
property that, through exercise of the option, may be submitted to 861
the provisions of this chapter and that, thereby, may be added to 862
the condominium property; 863~~

~~(5) A statement as to whether all, or a particular portion, 864
of the additional property must be added to the condominium 865
property, or whether, if any additional property is added, all or 866
a particular portion of the additional property must be added, 867
and, if not, a statement of any limitations as to the portions 868
that may be added or a statement that there are no such 869
limitations; that specifies all of the following: 870~~

~~(a) Whether the addition of all or a particular portion of 871
the additional property is mandatory; 872~~

(b) If the addition of additional property is not mandatory, 873
whether all or a particular portion of the additional property 874
must be added if any other additional property is added; 875

(c) Whether or not there are any limitations on portions of 876
additional property that may be added. 877

(6) A statement ~~as to~~ of whether portions of the additional 878
property may be added ~~to the condominium property~~ at different 879
times, ~~together with~~ and a statement that sets forth any 880
limitations ~~fixing~~ on the addition of additional property at 881
different times, including the legal descriptions of the 882
boundaries of ~~those portions by legal descriptions setting forth~~ 883
~~the metes and bounds of those portions, or regulating~~ that may be 884
added and specifications on the order in which ~~they~~ those portions 885
may be added to the condominium property, ~~or both~~ or a statement 886
that there are no limitations on the addition of additional 887
property; 888

(7) A statement of any limitations ~~as to~~ on the location of 889
any improvements that may be made on any portion of the additional 890
property added to the condominium property, or a statement that 891
there are no ~~such~~ limitations of that kind; 892

(8) A statement of the maximum number of units that may be 893
created on the additional property. If portions of the additional 894
property may be added to the condominium property and the 895
boundaries of those portions are fixed in accordance with division 896
(C)(6) of this section, the declaration ~~shall~~ also shall state the 897
maximum number of units that may be created on each portion added 898
to the condominium property. If portions of the additional 899
property may be added to the condominium property and the 900
boundaries of those portions are not fixed in accordance with 901
division (C)(6) of this section, the declaration ~~shall~~ also shall 902
state the maximum number of units per acre that may be created on 903

any portion added to the condominium property. 904

(9) Except ~~in cases where~~ when the ~~previously submitted~~ 905
original condominium property ~~contains~~ contained no units 906
restricted ~~exclusively~~ to residential use, a statement of the 907
maximum percentage of the aggregate land area and the maximum 908
percentage of aggregate floor area ~~of all~~ that may be devoted to 909
units not restricted ~~exclusively~~ to residential use ~~that may be~~ 910
~~created~~ on any ~~additional property or portions of~~ additional 911
property ~~that may be~~ added to the condominium property; 912

(10) A statement of the extent to which any structures 913
erected on any portion of the additional property added to the 914
condominium property will be compatible with structures on the 915
submitted property in terms of quality of construction, the 916
principal materials to be used, and architectural style, or a 917
statement that the structures need not be compatible in those 918
~~terms~~ respects; 919

(11) With respect to all improvements to any portion of 920
additional property added to the condominium property, other than 921
structures, a statement setting forth both of the following: 922

(a) A description of the improvements that must be made or a 923
statement that no other improvements must be made; 924

(b) Any restrictions or limitations ~~upon~~ on the improvements 925
that may be made or a statement that there are no restrictions or 926
limitations ~~upon~~ on improvements ~~that may be made~~. 927

(12) With respect to all units created on any portion of 928
additional property added to the condominium property, a statement 929
setting forth both of the following: 930

(a) Whether all ~~such~~ units of that kind must be substantially 931
identical to units on previously submitted ~~land~~ property; 932

(b) Any limitations ~~as to what~~ on the types of units that may 933

be created on the additional property or a statement that there 934
are no limitations of that kind. 935

(13) A description of ~~the declarant's~~ any reserved right, ~~if~~ 936
~~any, either~~ of the declarant to create limited common ~~areas and~~ 937
~~facilities~~ elements within any portion of the additional property 938
added to the condominium property or to designate common ~~areas and~~ 939
~~facilities~~ elements within each portion. The description shall 940
specify the types, sizes, and maximum number of limited common 941
elements in each portion that may subsequently be assigned ~~as~~ 942
~~limited common areas and facilities, in terms of the types, sizes,~~ 943
~~and maximum number of those areas and facilities in each portion~~ 944
to units; 945

(14) ~~The drawings~~ Drawings and plans that the declarant 946
considers appropriate in supplementing the requirements of 947
~~divisions (C)(4), (5), (6), (7), (10), (11), (12), and (13) of~~ 948
~~this section~~ division (C) of this section; 949

(15) A statement that a successor owner of the condominium 950
property or of additional property added to the condominium 951
property who is not an affiliate of the developer and who is a 952
bona fide purchaser of the property for value, or a purchaser who 953
acquires the property at a sheriff's sale or by deed in lieu of a 954
foreclosure, is not liable in damages for harm caused by an action 955
or omission of the developer or a breach of an obligation by the 956
developer. 957

(D) ~~In the case of~~ The declaration for a leasehold 958
condominium development, ~~the declaration~~ shall also contain all of 959
the following in addition to the requirements of division (B) of 960
this section: 961

(1) With respect to any ground lease or other leases, the 962
expiration or termination of which ~~will or may~~ could terminate or 963
reduce the amount of ~~the~~ condominium property, a statement setting 964

forth the county in which the lease is recorded and the volume and 965
page of the record; 966

(2) A statement setting forth the date upon which each lease 967
referred to in division (D)(1) of this section ~~is due to expire~~ 968
expires; 969

(3)(a) A statement ~~as to~~ of whether the unit owners own any 970
land or improvements of the condominium property ~~will be owned by~~ 971
~~the unit owners~~ in fee simple, and if so, either a description of 972
the ~~land or~~ improvements, ~~including and~~ a legal description ~~by~~ 973
~~metes and bounds~~ of the land, ~~or a;~~ 974

(b) A statement of any rights the unit owners ~~shall~~ have to 975
remove ~~those~~ any improvements within a reasonable time after the 976
expiration or termination of ~~the~~ any ninety-nine year lease ~~or~~ 977
~~leases involved,~~ or a statement that they ~~shall~~ have no ~~such~~ 978
rights ~~of that nature.~~ of that nature. 979

(4) A statement of the rights that the unit owners have to 980
redeem the reversion or any of the reversions, or a statement that 981
they have no ~~such~~ rights of that nature; 982

(5) A statement that, subsequent to the recording of the 983
declaration, no lessor who executed it, and no successor in 984
interest to ~~the~~ that lessor, ~~have~~ has any right or power to 985
terminate any part of the leasehold interest of any unit owner who 986
makes timely payment of the unit owner's share of the rent to the 987
person designated in the declaration for the receipt of ~~the~~ that 988
rent and who otherwise complies with all covenants that, if 989
violated, ~~would~~ entitle the lessor to terminate the lease. 990

(E)(1) Without a vote of the unit owners, the board of 991
directors may amend the declaration in any manner necessary for 992
any of the following purposes: 993

(a) To meet the requirements of institutional mortgagees, 994
guarantors and insurers of first mortgage loans, the federal 995

<u>national mortgage association, the federal home loan mortgage</u>	996
<u>corporation, the federal housing administration, the veterans</u>	997
<u>administration, and similar institutions;</u>	998
<u>(b) To meet the requirements of insurance underwriters;</u>	999
<u>(c) To bring the declaration into compliance with this</u>	1000
<u>chapter;</u>	1001
<u>(d) To correct clerical or typographical errors or obvious</u>	1002
<u>factual errors in the declaration or an exhibit to the</u>	1003
<u>declaration;</u>	1004
<u>(e) To designate a successor to the person named to receive</u>	1005
<u>service of process for the unit owners association. If the</u>	1006
<u>association is incorporated in this state, this may be</u>	1007
<u>accomplished by filing with the secretary of state an appropriate</u>	1008
<u>change of statutory agent designation.</u>	1009
<u>(2) Division (E)(1) of this section applies to condominium</u>	1010
<u>properties submitted to this chapter prior to, on, or after the</u>	1011
<u>effective date of this amendment.</u>	1012
<u>(3) Any unit owner who is aggrieved by an amendment to the</u>	1013
<u>declaration that the board of directors makes pursuant to division</u>	1014
<u>(E)(1) of this section may commence a declaratory judgment action</u>	1015
<u>to have the amendment declared invalid as violative of division</u>	1016
<u>(E)(1) of this section. Any action filed pursuant to division</u>	1017
<u>(E)(3) of this section shall be filed in the appropriate court of</u>	1018
<u>common pleas within one year from the date of the recordation of</u>	1019
<u>the amendment.</u>	1020
Sec. 5311.051. In the case of an expandable condominium	1021
property, land <u>Land</u> and improvements on the property shall be of	1022
<u>an expandable condominium property</u> are considered added to the	1023
condominium property and submitted to the provisions of this	1024
chapter upon execution <u>the declarant and all owners and lessees of</u>	1025

~~the added land executing and filing for record by the declarant,~~ 1026
~~including all of the owners and lessees of the land so added,~~ 1027
pursuant to sections 5311.06 and 5311.07 of the Revised Code, ~~of~~ 1028
an amendment to the declaration, that contains the information, 1029
drawings, and plans with respect to the additional property and 1030
improvements required by those sections and by divisions (A) and 1031
(B) of section 5311.05 of the Revised Code. The amendment, 1032
pursuant to the declaration and section 5311.04 of the Revised 1033
Code, shall allocate and reallocate ~~percentages of interest~~ 1034
undivided interests in the common ~~areas and facilities~~ elements of 1035
the condominium property appertaining to each unit of the 1036
condominium property. ~~Notwithstanding division (D) of section~~ 1037
~~5311.04 and division (B)(9) of section 5311.05 of the Revised~~ 1038
~~Code, the~~ The execution and filing for record of an amendment 1039
submitting additional property to an expandable condominium 1040
property is an effective amendment of the declaration without a 1041
vote of the unit owners. 1042

Sec. 5311.052. If a condominium property for which the 1043
declaration was filed with a county recorder prior to October 1, 1044
1978, has been expanded ~~prior to the effective date of this~~ 1045
~~section or is expanded on or after the effective date of this~~ 1046
~~section~~ by the addition of units in accordance with the 1047
declaration, and if the unit owners do not commence an action to 1048
contest the change in the ~~percentage~~ undivided interests in the 1049
common ~~areas and facilities of the unit owners by reason of the~~ 1050
~~amendment to the declaration effecting the expansion has not been~~ 1051
~~or is not commenced~~ elements in a court of competent jurisdiction 1052
within two years after the date that the amendment was ~~or is~~ filed 1053
with the county recorder, ~~or within six months after the effective~~ 1054
~~date of this section, whichever date is later,~~ each of the unit 1055
owners of the condominium property as expanded ~~shall be~~ is deemed 1056

to have assented to and ratified the amendment, and the ~~percentage~~ 1057
~~undivided~~ interests in the common ~~areas and facilities~~ elements of 1058
the unit owners ~~shall~~ is no longer ~~be~~ contestable. 1059

Sec. 5311.06. (A)(1) A declaration of condominium property 1060
shall be filed and recorded in the office of the recorder of the 1061
county or counties in which the land or water slips described in 1062
the declaration are situated. All original declarations when filed 1063
shall ~~have attached~~ be accompanied by a set of drawings of the 1064
condominium property, ~~provided for in~~ as required by section 1065
5311.07 of the Revised Code, and a true copy of the bylaws of the 1066
unit owners association, ~~provided for in~~ as required by section 1067
5311.08 of the Revised Code. ~~Any~~ 1068

(2) ~~Any~~ amendment to the declaration ~~by which~~ that effects 1069
any change ~~is effected~~ in the bylaws or drawings, including an 1070
amendment to add additional land or an improvement to the 1071
condominium property, shall, ~~when filed,~~ have attached be 1072
accompanied by a true copy of the change in the bylaws ~~or~~ and 1073
drawings. 1074

(B) A recorder shall not accept any declaration or amendment 1075
and any ~~attached~~ bylaws and drawings for recording until a copy of 1076
the declaration or amendment and the ~~attached~~ bylaws and drawings 1077
~~has~~ have been filed with the auditor of the county ~~who shall~~ 1078
~~endorse on~~ and the declaration or amendment contains the auditor's 1079
certification that ~~copies~~ a copy of the declaration or amendment 1080
and ~~attached~~ any bylaws and drawings have been filed with ~~him~~ the 1081
auditor. 1082

(C) No interest in a unit shall be conveyed until the 1083
declaration, bylaws, and drawings, certified as ~~provided in~~ 1084
required by this section, have been filed for record. Errors or 1085
omissions in the declaration, bylaws, or drawings do not affect 1086

the title of a grantee of a unit. 1087

(D) This section does not prohibit a developer and a 1088
purchaser from entering into an agreement for the sale of a 1089
condominium ownership interest prior to filing the documents that 1090
create that condominium ownership interest. 1091

Sec. 5311.07. (A)(1) A set of drawings shall be prepared for 1092
every condominium property ~~which show that~~ graphically, ~~insofar as~~ 1093
~~is possible, all the particulars of the land or water slips,~~ 1094
~~buildings, and other improvements, including, but not limited to,~~ 1095
shows the layout boundaries, location, designation, length, width, 1096
and dimensions height of each unit; ~~i~~ the layout boundaries, 1097
location, designation, and dimensions of the common areas and 1098
facilities elements and the limited common areas and facilities, 1099
elements and exclusive use areas; and the location and dimensions 1100
of all appurtenant easements or encroachments, ~~and, if,~~ 1101

(2) If the condominium property is not contiguous, the 1102
drawings shall show the distances between any parcels of land or 1103
any water slips. The 1104

(3) The drawings for commercial units that do not have wall 1105
surfaces shall show the monumental perimeter boundaries of those 1106
units. 1107

(4) The drawings need not show interior walls or partitions 1108
that are not load-bearing. 1109

(B) Each drawing shall bear the both of the following: 1110

(1) The certified statement of a ~~registered surveyor and~~ 1111
registered architect or registered ~~surveyor and licensed~~ 1112
professional engineer that the ~~drawings~~ drawing accurately show 1113
the ~~shows each~~ building ~~or buildings,~~ or water slips, slip as 1114
built or constructed; 1115

(2) The certified statement of a registered professional 1116

surveyor that the drawing accurately reflects the location of 1117
improvements and recorded easements. 1118

(C) If some, but not all, portions of the condominium 1119
property are to be held by unit owners in a leasehold estate, the 1120
drawings shall show the ~~locations~~ location and dimensions of each 1121
portion and shall label the portion as leased land or as leased 1122
property. If there is more than one portion of leased land or 1123
leased property, the drawings shall label each portion ~~with one or~~ 1124
~~more letters or numbers, or both,~~ in a manner that is different 1125
from ~~these~~ the labels designating any other portions of the leased 1126
land or leased property, and different ~~also~~ from the identifying 1127
number of any unit. 1128

~~In the case of~~ (D) If the condominium property contains any 1129
improvements other than units, the drawings or amendments shall 1130
indicate which, if any, of the improvements have been begun but 1131
have not been substantially completed by the use of the phrase 1132
"(NOT YET COMPLETED)." 1133

(E)(1) If any owner of a convertible unit converts all or any 1134
portion of a convertible unit into one or more units and common 1135
elements, including limited common elements, the owner shall 1136
prepare, file, and record drawings as described in divisions 1137
(E)(2) and (3) of this section that pertain to the portion of the 1138
building, improvement, or structure that constituted the former 1139
convertible unit. 1140

(2) The drawings shall show the boundaries, location, 1141
designation, length, width, and height of each unit formed out of 1142
the former convertible unit; the boundaries, location, 1143
designation, and dimensions of the limited common elements 1144
appurtenant to each unit; and the boundaries, location, 1145
designation, and dimensions of any common element formed out of 1146
the former convertible unit. 1147

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

Sec. 5311.08. (A)(1) Every condominium property shall be administered by a unit owners association, which. All power and authority of the unit owners association shall be exercised by a board of directors, which the unit owners shall elect from among the unit owners or the spouses of unit owners. If a unit owner is not an individual, that unit owner may nominate for the board of directors any principal, member of a limited liability company, partner, director, officer, or employee of that unit owner.

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

(3) Unless otherwise provided in the declaration or the bylaws, all meetings of the unit owners association are open to the unit owners, and those present in person or by proxy when action is taken during a meeting of the unit owners association constitute a sufficient quorum.

(4)(a) A meeting of the board of directors may be held by any method of communication, including electronic or telephonic communication provided that each member of the board can hear, participate, and respond to every other member of the board.

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

(B) The unit owners association shall be governed by bylaws.

No modification of or amendment to the bylaws is valid unless it 1178
is set forth in an amendment to the declaration, and the amendment 1179
to the declaration is filed for record. Unless 1180

~~(B) Unless~~ otherwise provided by the declaration, the bylaws 1181
shall provide for the following: 1182

(1)(a) The election ~~from among the unit owners~~ of a the board 1183
of ~~managers~~ directors of the unit owners association ~~which shall~~ 1184
~~exercise, unless otherwise provided in this chapter, the~~ 1185
~~declaration, or the bylaws, all power and authority of the unit~~ 1186
~~owners association; the;~~ 1187

(b) The number of persons constituting the board ~~and that~~ 1188
~~the;~~ 1189

(c) The terms of the directors, with not less than ~~one-third~~ 1190
~~of the members of the board~~ one-fifth to expire annually; ~~the~~ 1191

(d) The powers and duties of the board; ~~the~~ 1192

(e) The compensation of ~~its members~~ and the directors; 1193

(f) The method of ~~their~~ removal of directors from office; ~~and~~ 1194
~~whether~~ 1195

(g) The election of officers of the board; 1196

(h) Whether or not the services of a manager or managing 1197
agent may be engaged; 1198

(2) The time and place for holding meetings; the manner of 1199
and authority for calling, giving notice of, and conducting 1200
meetings; and the requirement, in terms of ~~percentage of interest~~ 1201
undivided interests in the common ~~areas and facilities~~ elements, 1202
of a quorum for meetings of the unit owners association; 1203

(3) ~~The election by the board of managers of a president, one~~ 1204
~~or more vice presidents, secretary, treasurer, and such other~~ 1205
~~officers as the board of managers may desire;~~ 1206

~~(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. These rules may govern any aspect of the condominium property that is not required to be governed by bylaws and may include 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 items may be examined or copied and any required fee for copying 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~~ 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~~ developer has sold and conveyed condominium ownership interests appertaining to ~~which~~ twenty-five per cent of the undivided interests in the common areas ~~and facilities~~ appertain ~~have been~~

~~sold and conveyed by the developer~~ elements in a condominium 1238
development, the unit owners association shall meet, and the unit 1239
owners, other than the developer, shall elect not less than 1240
~~twenty five per cent~~ one-third of the members of the board of 1241
managers. ~~Not later than the time that condominium ownership~~ 1242
~~interests to which fifty per cent of the undivided interests~~ 1243
~~appertain have been sold and conveyed, such unit owners shall~~ 1244
~~elect not less than thirty three and one third per cent of the~~ 1245
~~members of the board of managers~~ directors. When 1246

(b) When computing percentages of interest undivided 1247
interests in expandable condominium properties for purposes of 1248
divisions (C) and (D) of this division section, the ~~percentage of~~ 1249
interest undivided interests in common areas and facilities 1250
elements shall be computed by comparing the number of units sold 1251
and conveyed to the maximum number of units that may be created, 1252
as stated in the declaration pursuant to division (C)(8) of 1253
section 5311.05 of the Revised Code. 1254

(D)(1) Except as ~~stated~~ provided in division (C) of this 1255
section, the declaration or bylaws of a condominium development 1256
may authorize the developer or persons ~~designated by him~~ the 1257
developer designates to appoint and remove members of the board of 1258
~~managers and other officers~~ directors of the unit owners 1259
association and to exercise the powers and responsibilities 1260
otherwise assigned by law ~~or~~, the declaration, or the bylaws to 1261
the unit owners association, or to the board of ~~managers, or other~~ 1262
~~officers. Such an~~ directors. The authorization for developer 1263
control may extend from the date ~~of the establishment of~~ the unit 1264
owners association is established until ~~the earlier of:~~ 1265

~~(1) Five years, in the case of a condominium development the~~ 1266
~~declaration of which includes expandable condominium property, or~~ 1267
~~three years in the case of other condominium developments;~~ 1268

~~(2) Thirty~~ sixty days after the sale and conveyance to 1269

purchasers in good faith for value of condominium ownership 1270
interests to which appertain seventy-five per cent of the 1271
undivided interests in the common areas and facilities to 1272
purchasers in good faith for value elements appertain, except that 1273
in no case may the authorization extend for more than five years 1274
after the unit owners association is established if the 1275
declaration includes expandable condominium property or more than 1276
three years after the unit owners association is established if 1277
the declaration does not include expandable condominium property. 1278

(2) If there is a unit owner other than the developer, the 1279
declaration of a condominium development shall not be amended to 1280
increase the scope or the period of the developer's control by the 1281
developer. 1282

(3) Within thirty sixty days of after the expiration of any 1283
the period during which the developer exercises powers under this 1284
has control pursuant to division (D)(1) of this section, the unit 1285
owners association shall meet and elect all members of the board 1286
of managers and all other officers directors of the unit owners 1287
association. The persons so elected shall take office upon 1288
election at the end of the meeting during which they are elected 1289
and shall, as soon as reasonably possible, appoint officers. 1290

(E) The board of directors, or the developer while in control 1291
of the association, may take any measures necessary to incorporate 1292
the unit owners association as a not-for-profit corporation. 1293

Sec. 5311.081. (A) Unless otherwise provided in the 1294
declaration or bylaws, the unit owners association, through the 1295
board of directors, shall do both of the following: 1296

(1) Adopt and amend budgets for revenues, expenditures, and 1297
reserves in an amount adequate to repair and replace major capital 1298
items in the normal course of operations without the necessity of 1299
special assessments, provided that the amount set aside annually 1300

for reserves shall not be less than ten per cent of the budget for 1301
that year unless the reserve requirement is waived annually by the 1302
unit owners exercising not less than a majority of the voting 1303
power of the unit owners association; 1304

(2) Collect assessments for common expenses from unit owners. 1305

(B) Unless otherwise provided in the declaration, the unit 1306
owners association, through the board of directors, may exercise 1307
all powers of the association, including the power to do the 1308
following: 1309

(1) Hire and fire managing agents, attorneys, accountants, 1310
and other independent contractors and employees that the board 1311
determines are necessary or desirable in the management of the 1312
condominium property and the association; 1313

(2) Commence, defend, intervene in, settle, or compromise any 1314
civil, criminal, or administrative action or proceeding that is in 1315
the name of, or threatened against, the unit owners association, 1316
the board of directors, or the condominium property, or that 1317
involves two or more unit owners and relates to matters affecting 1318
the condominium property; 1319

(3) Enter into contracts and incur liabilities relating to 1320
the operation of the condominium property; 1321

(4) Regulate the use, maintenance, repair, replacement, 1322
modification, and appearance of the condominium property; 1323

(5) Adopt rules that regulate the use or occupancy of units, 1324
the maintenance, repair, replacement, modification, and appearance 1325
of units, common elements, and limited common elements when the 1326
actions regulated by those rules affect common elements or other 1327
units; 1328

(6) Cause additional improvements to be made as part of the 1329
common elements; 1330

(7) Purchase, encumber, and convey units, and, subject to any 1331
restrictions in the declaration or bylaws and with the approvals 1332
required by division (H)(2) or (3) of section 5311.04 of the 1333
Revised Code, acquire an interest in other real property and 1334
encumber or convey that interest. All expenses incurred in 1335
connection with the acquisition, encumbrance, use, and operation 1336
of that interest are common expenses. 1337

(8) Acquire, encumber, and convey or otherwise transfer 1338
personal property; 1339

(9) Hold in the name of the unit owners association the real 1340
property and personal property acquired pursuant to divisions 1341
(B)(7) and (8) of this section; 1342

(10) Grant easements, leases, licenses, and concessions 1343
through or over the common elements; 1344

(11) Impose and collect fees or other charges for the use, 1345
rental, or operation of the common elements or for services 1346
provided to unit owners; 1347

(12) Impose interest and late charges for the late payment of 1348
assessments; impose returned check charges; and, pursuant to 1349
division (C) of this section, impose reasonable enforcement 1350
assessments for violations of the declaration, the bylaws, and the 1351
rules of the unit owners association, and reasonable charges for 1352
damage to the common elements or other property; 1353

(13) Adopt and amend rules that regulate the collection of 1354
delinquent assessments and the application of payments of 1355
delinquent assessments; 1356

(14) Subject to applicable laws, adopt and amend rules that 1357
regulate the termination of utility or other service to a 1358
commercial unit if the unit owner is delinquent in the payment of 1359
an assessment that pays, in whole or in part, the cost of that 1360

<u>service;</u>	1361
<u>(15) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;</u>	1362
	1363
	1364
<u>(16) Enter a unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to common elements, another unit, or to the health or safety of the occupants of that unit or another unit;</u>	1365
	1366
	1367
	1368
<u>(17) To the extent provided in the declaration or bylaws, assign the unit owners association's rights to common assessments, or other future income, to a lender as security for a loan to the unit owners association;</u>	1369
	1370
	1371
	1372
<u>(18) Suspend the voting privileges and use of recreational facilities of a unit owner who is delinquent in the payment of assessments for more than thirty days;</u>	1373
	1374
	1375
<u>(19) Purchase insurance and fidelity bonds the directors consider appropriate or necessary;</u>	1376
	1377
<u>(20) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;</u>	1378
	1379
<u>(21) Exercise powers that are:</u>	1380
<u>(a) Conferred by the declaration or the bylaws of the unit owners association or the board of directors;</u>	1381
	1382
<u>(b) Necessary to incorporate the unit owners association as a not-for-profit corporation;</u>	1383
	1384
<u>(c) Permitted to be exercised in this state by a not-for-profit corporation;</u>	1385
	1386
<u>(d) Necessary and proper for the government and operation of the unit owners association.</u>	1387
	1388
<u>(C)(1) Prior to imposing a charge for damages or an</u>	1389

enforcement assessment pursuant to division (B)(12) of this 1390
section, the board of directors shall give the unit owner a 1391
written notice that includes all of the following: 1392

(a) A description of the property damage or violation; 1393

(b) The amount of the proposed charge or assessment; 1394

(c) A statement that the owner has a right to a hearing 1395
before the board of directors to contest the proposed charge or 1396
assessment; 1397

(d) A statement setting forth the procedures to request a 1398
hearing pursuant to division (C)(2) of this section; 1399

(e) A reasonable date by which the unit owner must cure the 1400
violation to avoid the proposed charge or assessment. 1401

(2)(a) To request a hearing, the owner shall deliver a 1402
written notice to the board of directors not later than the tenth 1403
day after receiving the notice required by division (C)(1) of this 1404
section. If the owner fails to make a timely request for a 1405
hearing, the right to that hearing is waived, and the board may 1406
immediately impose a charge for damages or an enforcement 1407
assessment pursuant to division (C) of this section. 1408

(b) If a unit owner requests a hearing, at least seven days 1409
prior to the hearing the board of directors shall provide the unit 1410
owner with a written notice that includes the date, time, and 1411
location of the hearing. 1412

(3) The board of directors shall not levy a charge or 1413
assessment before holding any hearing requested pursuant to 1414
division (C)(2) of this section. 1415

(4) The unit owners, through the board of directors, may 1416
allow a reasonable time to cure a violation described in division 1417
(B)(12) of this section before imposing a charge or assessment. 1418

(5) Within thirty days following a hearing at which the board 1419

of directors imposes a charge or assessment, the unit owners 1420
association shall deliver a written notice of the charge or 1421
assessment to the unit owner. 1422

(6) Any written notice that division (C) of this section 1423
requires shall be delivered to the unit owner or any occupant of 1424
the unit by personal delivery, by certified mail, return receipt 1425
requested, or by regular mail. 1426

Sec. 5311.09. (A) ~~Each~~ (1) The unit owners association shall 1427
keep ~~correct~~ all of the following: 1428

(a) Correct and complete books and records of account, 1429
~~specifying that specify~~ the receipts and expenditures relating to 1430
the common areas and facilities elements and other common receipts 1431
and expenses, ~~together with records;~~ 1432

(b) Records showing the allocation, distribution, and 1433
collection of the common profits, losses, and expenses among and 1434
from the unit owners; ~~minutes~~ 1435

(c) Minutes of the ~~proceedings~~ meetings of the ~~unit owners~~ 1436
association and the board of ~~managers~~ directors; ~~and records~~ 1437

(d) Records of the names and addresses of the unit owners and 1438
their respective ~~percentages of interest~~ undivided interests in 1439
the common areas and facilities elements. 1440

(2) Within thirty days after a unit owner obtains a 1441
condominium ownership interest, the unit owner shall provide the 1442
following information in writing to the unit owners association 1443
through the board of directors: 1444

(a) The home address, home and business mailing addresses, 1445
and the home and business telephone numbers of the unit owner and 1446
all occupants of the unit; 1447

(b) The name, business address, and business telephone number 1448

of any person who manages the owner's unit as an agent of that 1449
owner. 1450

(3) Within thirty days after a change in any information that 1451
division (A)(2) of this section requires, a unit owner shall 1452
notify the association, through the board of directors, in writing 1453
of the change. When the board of directors requests, a unit owner 1454
shall verify or update the information. 1455

(B) ~~Whenever~~ (1) When elected members of a board of ~~managers~~ 1456
directors of a unit owners association take control of the 1457
association, the declarant or developer shall deliver to ~~such~~ 1458
~~officers correct and complete books and records of account, as~~ 1459
~~required in division (A) of this section, and any~~ the board 1460
correct and complete copies of all of the following: 1461

(a) The books, records, and minutes referred to in division 1462
(A) of this section; 1463

(b) The declaration, the bylaws, the drawings prepared 1464
pursuant to section 5311.07 of the Revised Code, as recorded, and 1465
any articles of incorporation of the unit owners association, as 1466
recorded; 1467

(c) Except in the case of a conversion condominium, 1468
documents, information, and sources of information concerning the 1469
location of underground utility lines, and plans and 1470
specifications that are not proprietary or copyrighted, of the 1471
buildings, other improvements, and structures of the condominium 1472
property that are reasonably available to the developer, but only 1473
in connection with condominium developments declared on or after 1474
the effective date of this amendment and condominium developments 1475
that are declared prior to that date but originally built or 1476
constructed on or after that date. 1477

(2) The board of directors may commence a civil action on 1478
behalf of the unit owners association in the court of common pleas 1479

of the county in which the condominium property is located to 1480
obtain injunctive relief or recover damages for harm resulting 1481
from the declarant's or developer's failure to ~~do so~~ may be 1482
recovered in a civil action comply with division (B)(1) of this 1483
section. 1484

Sec. 5311.091. (A) Except as otherwise prohibited by this 1485
section, any member of a unit owners association may examine and 1486
copy the books, records, and minutes described in division (A) of 1487
section 5311.09 of the Revised Code pursuant to reasonable 1488
standards set forth in the declaration, bylaws, or rules the board 1489
promulgates, which may include, but are not limited to, standards 1490
governing the type of documents that are subject to examination 1491
and copying, the times and locations at which those documents may 1492
be examined or copied, and the specification of a reasonable fee 1493
for copying the documents. 1494

(B) The unit owners association is not required to permit the 1495
examination and copying of any of the following from books, 1496
records, and minutes: 1497

(1) Information that pertains to condominium property-related 1498
personnel matters; 1499

(2) Communications with legal counsel or attorney work 1500
product pertaining to pending litigation or other condominium 1501
property-related matters; 1502

(3) Information that pertains to contracts or transactions 1503
currently under negotiation, or information that is contained in a 1504
contract or other agreement containing confidentiality 1505
requirements and that is subject to those requirements; 1506

(4) Information that relates to the enforcement of the 1507
declaration, bylaws, or rules of the unit owners association 1508
against unit owners; 1509

(5) Information the disclosure of which is prohibited by 1510
state or federal law. 1511

Sec. 5311.10. In any deed, mortgage, lease, or other 1512
instrument of conveyance or encumbrance of, or by which a lien is 1513
created upon, any interest or estate in a any unit ~~or units~~ of 1514
condominium property, it is sufficient to describe ~~such~~ the unit 1515
~~or units~~ by setting forth the name of the condominium property, 1516
the number or other designation of the unit ~~or units~~, and the 1517
numbers of the volumes and initial pages of the records of the 1518
declaration and drawings of the condominium property. This section 1519
does not require reference by volume and page to amendments to the 1520
declaration or the drawings of the condominium property that 1521
accompany an amendment, and the omission of any reference to 1522
amendments does not affect the validity of any deed, mortgage, 1523
lease, or other instrument referred to in this section. 1524

Sec. 5311.11. Each unit of a condominium property and the 1525
~~percentage of~~ undivided interest in the common ~~areas and~~ 1526
~~facilities elements~~ appurtenant to it ~~shall be~~ is deemed to be a 1527
separate parcel for all purposes of taxation and assessment of 1528
real property, and no other unit or other part of the condominium 1529
property shall be charged with the payment of ~~such~~ those taxes and 1530
assessments. 1531

Sec. 5311.12. ~~The No~~ owner ~~or owners~~ of property submitted to 1532
the provisions of ~~Chapter 5311. of the Revised Code~~ this chapter 1533
shall ~~not thereafter~~ convey fee title to any unit ~~thereof of the~~ 1534
condominium property until all liens and encumbrances, except 1535
taxes and assessments of political subdivisions not then due and 1536
payable, affecting both ~~such~~ the unit and any other part of the 1537
condominium property ~~have been~~ are paid and satisfied ~~or,~~ the unit 1538
~~being conveyed has been~~ is released from the operation ~~thereof of~~ 1539

those liens and encumbrances, or the purchaser of the unit assumes 1540
the lien. 1541

Sec. 5311.13. (A) Liens and encumbrances ~~shall~~ arise with 1542
respect to and ~~shall~~ affect a unit of a condominium property and 1543
the ~~percentage of undivided~~ interest in the common ~~areas and~~ 1544
~~facilities~~ elements appurtenant to it in the same manner and under 1545
the same conditions ~~in every respect as the same may~~ liens and 1546
encumbrances arise with respect to and affect any other real 1547
estate, except as provided in this section. 1548

(B) Any person who does work or labor upon or furnishes 1549
machinery, material, or fuel for the alteration or repair of any 1550
unit without the consent or authorization of ~~the~~ any owner, 1551
~~part-owner~~ or lessee of any interest in the unit, ~~or his~~ the 1552
owner's or lessee's authorized agent, ~~is~~ nevertheless is entitled 1553
to a lien to secure payment ~~therefor~~ for the work, labor, 1554
machinery, material, or fuel on the estate or interest in the unit 1555
of the owner, pursuant to sections 1311.01 to 1311.38 of the 1556
Revised Code, if the work, labor, alteration, or repair ~~has been~~ 1557
was duly authorized or directed by the board of ~~managers~~ directors 1558
of the unit owners association and ~~has been~~ necessary in the 1559
opinion of the board of ~~managers~~ directors for public safety or ~~in~~ 1560
~~order~~ to prevent damage to or destruction of any other part of the 1561
condominium property. 1562

(C) Any person who does work or labor upon or furnishes 1563
machinery, material, or fuel for the construction, alteration, 1564
repair, improvement, enhancement, or embellishment of any part of 1565
the common ~~areas and facilities~~ elements of any condominium 1566
property is entitled to a lien to secure payment ~~therefor~~ for the 1567
work, labor, machinery, material, or fuel on the estates or 1568
interests of all owners in all units and their respective 1569
~~percentages of interest~~ undivided interests in the common ~~areas~~ 1570

~~and facilities elements~~, pursuant to sections 1311.01 to 1311.38 1571
of the Revised Code, if the work, labor, construction, alteration, 1572
repair, improvement, enhancement, or embellishment ~~has been~~ was 1573
duly authorized or directed by the board of ~~managers~~ directors of 1574
the unit owners association. 1575

(D) ~~Whenever any~~ If a lien or encumbrance arises with respect 1576
to and affects any estate or interest in two or more units, the 1577
proportionate amount of the obligation secured or evidenced by the 1578
lien or encumbrance that is attributable to the estate or interest 1579
in any ~~such~~ unit shall be in the ratio that the ~~percentage of~~ 1580
~~interest undivided interests~~ in the common ~~areas and facilities~~ 1581
~~elements~~ appurtenant to that unit bears to the total ~~percentages~~ 1582
~~of interest undivided interests~~ in the common ~~areas and facilities~~ 1583
~~elements~~ appurtenant to all ~~such~~ units. An estate or interest in a 1584
unit may be released and discharged from the operation of the lien 1585
or encumbrance, in the same manner and to the same extent that a 1586
lien or encumbrance ~~could be~~ is released and discharged with 1587
respect to any separate parcel of real estate, by payment to the 1588
~~person or persons entitled thereto~~ lienholder or encumbrancer of 1589
the proportionate amount of the obligation secured or evidenced by 1590
the lien or encumbrance that is attributable to the estate or 1591
interest. 1592

(E)(1) When a lien exists under Chapter 1311. of the Revised 1593
Code to secure payment for work or labor done or machinery, 1594
material, or fuel furnished for property, ~~which thereafter that~~ 1595
subsequently becomes condominium property through the filing and 1596
recording of a declaration under section 5311.06 of the Revised 1597
Code, regardless of the ~~condominium~~ property to which the lien 1598
originally attached, after the declaration is filed for record, 1599
the lien is enforceable as to condominium property only against 1600
units and their appurtenant interests in the common ~~areas and~~ 1601
~~facilities owned by~~ elements that the declarant developer owned or 1602

conveyed ~~by him~~, other than as described in division (F) of this 1603
section. ~~Foreclosure~~ 1604

(2) Foreclosure of such a lien described in division (E)(1) 1605
of this section does not of itself terminate the condominium 1606
property. This division does 1607

(3) Divisions (E)(1) and (2) of this section do not limit the 1608
right to enforce a lien arising under Chapter 1311. of the Revised 1609
Code against property that does not become condominium property 1610
through the filing and recording of a declaration under section 1611
5311.06 of the Revised Code. 1612

(F) No lien acquired under Chapter 1311. of the Revised Code 1613
is enforceable against any purchaser in good faith for value of a 1614
unit and its appurtenant interest in the common ~~areas and~~ 1615
~~facilities~~ elements from the ~~declarant~~ developer unless the 1616
affidavit required by section 1311.06 of the Revised Code is filed 1617
for record before the deed or other instrument of conveyance of 1618
the unit is filed for record. 1619

Sec. 5311.14. (A) Unless provided otherwise in the 1620
declaration, damage to or destruction of all or any part of the 1621
common ~~areas and facilities~~ elements of a condominium property 1622
shall be promptly repaired and restored by the ~~manager or~~ board of 1623
~~managers~~ directors of the unit owners association. The cost of 1624
~~such the~~ repairs and restoration shall be paid from the proceeds 1625
of insurance, if any, payable because of ~~such the~~ damage or 1626
destruction, and the balance of ~~such that~~ cost ~~shall be~~ is a 1627
common expense. 1628

(B)(1) Unless provided otherwise in the declaration, in the 1629
event of damage to or destruction of all or any part of the common 1630
~~areas and facilities~~ elements of a condominium property, the unit 1631
owners, by the affirmative vote of those entitled to exercise not 1632
less than seventy-five per cent of the voting power or ~~such a~~ 1633

greater per cent ~~as may be~~ if provided in the declaration, may 1634
elect not to repair or restore the ~~same~~ damaged or destroyed 1635
common elements. ~~Upon such~~ 1636

(2) Upon an election not to repair or restore, all of the 1637
condominium property is subject to an action for sale as upon 1638
partition at the suit of ~~any unit owner~~. ~~In the event of any such~~ 1639
~~sale or a sale of the condominium property after such election by~~ 1640
~~agreement of all unit owners~~ exercising a majority of the voting 1641
power of unit owners. If the condominium property is sold pursuant 1642
to division (B)(2) of this section, ~~the~~ any net proceeds of the 1643
sale, ~~together with~~ the net proceeds of insurance, ~~if any~~, and any 1644
other indemnity arising because of ~~such~~ the damage or destruction, 1645
~~shall be~~ are considered as one fund ~~and shall be distributed for~~ 1646
distribution to all unit owners in proportion to ~~their respective~~ 1647
~~percentages of interest~~ the undivided interests in the common 1648
~~areas and facilities~~ elements appurtenant to their units. ~~No~~ 1649

No unit owner is entitled to receive any portion of ~~his share~~ 1650
~~of such~~ those proceeds until all liens and encumbrances on ~~his~~ the 1651
unit ~~have been~~, except taxes and assessments of political 1652
subdivisions not then due and payable, are paid, released, or 1653
discharged. 1654

Sec. 5311.16. Unless otherwise provided by the declaration or 1655
bylaws, the board of ~~managers~~ directors shall insure all unit 1656
owners, their tenants, and all persons lawfully in possession or 1657
control of any part of the condominium property for ~~such~~ the 1658
amount ~~as~~ that it determines against liability for personal injury 1659
or property damage arising from or relating to the common ~~areas~~ 1660
~~and facilities~~ elements and shall ~~also~~ obtain for the benefit of 1661
all unit owners, fire and extended coverage insurance on all 1662
buildings and structures of the condominium property in an amount 1663
not less than eighty per cent of the fair market value ~~thereof~~. 1664

The cost of ~~such~~ the insurance ~~shall be~~ is a common expense. 1665

Sec. 5311.17. (A) Unless otherwise provided by the 1666
declaration or division (B) of section 5311.14 of the Revised 1667
Code, the unit owners, by the affirmative vote of all unit owners, 1668
may elect to remove condominium property from the provisions of 1669
~~Chapter 5311. of the Revised Code~~ this chapter. In the event of 1670
~~such~~ that election, all liens and encumbrances, except taxes and 1671
assessments of political subdivisions not then due and payable, 1672
upon all or any part of the condominium property, shall be paid, 1673
released, modified, or discharged, ~~and a.~~ A certificate setting 1674
forth that ~~such~~ the election was made shall be filed with the 1675
recorder of the county or counties in which the condominium 1676
property is situated and ~~by him~~ recorded by each recorder. ~~Such~~ 1677
The certificate shall be signed ~~by~~ as follows: 1678

(1) By the president or other chief officer of the ~~board of~~ 1679
~~managers of the~~ unit owners association, who shall certify ~~therein~~ 1680
in the certificate under oath that all liens and encumbrances, 1681
except taxes and assessments of political subdivisions not then 1682
due and payable, upon all or any part of the common ~~areas and~~ 1683
~~facilities~~ elements have been paid, released, modified, or 1684
discharged, ~~and shall also be signed by;~~ 1685

(2) By the unit owners, each of whom shall certify ~~therein~~ in 1686
the certificate under oath that all ~~such~~ liens and encumbrances on 1687
~~his~~ the owner's unit or units have been paid, released, modified, 1688
or discharged, except taxes and assessments of political 1689
subdivisions not then due and payable. 1690

(B) A recorder shall not accept for recording any certificate 1691
pursuant to this section until a copy ~~thereof has been~~ is filed 1692
with the auditor of the same county ~~who shall endorse on the~~ 1693
~~certificate that,~~ and the certificate contains the auditor's 1694

endorsement that a copy thereof has been is filed with him the 1695
auditor. 1696

(C) A condominium property ~~shall be~~ is deemed removed from 1697
the provisions of ~~Chapter 5311. of the Revised Code~~ this chapter 1698
upon the filing of the certificate with the recorder or recorders, 1699
and upon ~~such that~~ that removal, the property ~~shall be~~ is owned in 1700
common by the unit owners. The undivided interest in the property 1701
owned by each unit owner ~~shall be~~ is the ~~percentage of undivided~~ 1702
~~interest in the common areas and facilities~~ elements appurtenant 1703
to the units in the condominium property previously owned by ~~such~~ 1704
each owner. 1705

Sec. 5311.18. (A)(1) Unless otherwise provided by the 1706
declaration or the bylaws, the unit owners association ~~shall have~~ 1707
has a lien upon the estate or interest of the owner in any unit 1708
and the appurtenant ~~percentage of undivided~~ interest in the common 1709
~~areas and facilities~~ elements for the payment of any of the 1710
~~portion of the common~~ following expenses that are chargeable 1711
against the unit and that ~~remains~~ remain unpaid for ten days after 1712
~~the~~ any portion has become due and payable-: 1713

(a) The portion of the common expenses chargeable against the 1714
unit; 1715

(b) Interest, administrative late fees, enforcement 1716
assessments, and collection costs, attorney's fees, and paralegal 1717
fees the association incurs if authorized by the declaration, the 1718
bylaws, or the rules of the unit owners association and if 1719
chargeable against the unit. 1720

(2) Unless otherwise provided by the declaration, the bylaws, 1721
or the rules of the unit owners association, the association shall 1722
credit payments made by a unit owner for the expenses described in 1723
divisions (A)(1)(a) and (b) of this section in the following order 1724
of priority: 1725

<u>(a) First, to interest owed to the association;</u>	1726
<u>(b) Second, to administrative late fees owed to the association;</u>	1727 1728
<u>(c) Third, to collection costs, attorney's fees, and paralegal fees incurred by the association;</u>	1729 1730
<u>(d) Fourth, to the principal amounts the unit owner owes to the association for the common expenses or penalty assessments chargeable against the unit.</u>	1731 1732 1733
<u>(3) The lien described in division (A)(1) of this section is effective on the date that a certificate of lien in the form described in division (A)(3) of this section is filed for record in the office of the recorder of the county or counties in which the condominium property is situated pursuant to an authorization given by the board of managers <u>directors of the unit owners association</u>. The certificate shall contain a description of the unit, the name of the record owner <u>of the unit</u>, and the amount of the unpaid portion of the common expenses and, <u>subject to subsequent adjustments, any unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees</u>. The certificate shall be subscribed by the president or other chief officer of the unit owners <u>designated representative of the</u> association. The</u>	1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747
<u>(4) The lien described in division (A)(1) of this section is valid for a period of five years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in <u>division (C) of this section</u>.</u>	1748 1749 1750 1751 1752 1753 1754
<u>(B)(1) The lien provided for by <u>described in division (A)(1)</u> of this section is prior to any lien or encumbrance subsequently</u>	1755 1756

arising or created, except liens for real estate taxes and 1757
assessments of political subdivisions and liens of first mortgages 1758
that have been filed for record, and may be foreclosed in the same 1759
manner as a mortgage on real property in an action brought on 1760
behalf of the unit owners association by ~~its~~ the president or 1761
other chief officer of the association pursuant to authority given 1762
to ~~him~~ that individual by the board of ~~managers~~ directors. ~~In the~~ 1763

(2) In a foreclosure action a unit owners association 1764
commences pursuant to division (B)(1) of this section or a 1765
foreclosure action the holder of a first mortgage or other lien on 1766
a unit commences, the owner of the unit affected, as the defendant 1767
in the action, shall be required to pay a reasonable rental for 1768
the unit during the pendency of the action, and the plaintiff in 1769
the action. The unit owners association or the holder of the lien 1770
is entitled to the appointment of a receiver to collect the 1771
rental. ~~In the~~ Each rental payment a receiver collects during the 1772
pendency of the foreclosure action shall be applied first to the 1773
payment of the portion of the common expenses chargeable to the 1774
unit during the foreclosure action. 1775

(3) In a foreclosure action the holder of a lien on a unit 1776
commences, the holder of that lien shall name the unit owners 1777
association as a defendant in the action. 1778

(4) Unless prohibited by the declaration or the bylaws, 1779
following a foreclosure action a unit owners association commences 1780
pursuant to division (B)(1) of this section or a foreclosure 1781
action the holder of a lien on a unit commences, the unit owners 1782
association, or its agent, duly authorized by action of ~~its~~ the 1783
board of ~~managers~~ directors, is entitled, ~~unless prohibited by the~~ 1784
~~declaration or bylaws,~~ to become a purchaser at the foreclosure 1785
sale. 1786

(5) A mortgage on a unit may contain a provision that secures 1787
the mortgagee's advances for the payment of the portion of the 1788

common expenses chargeable against the unit upon which the 1789
mortgagee holds the mortgage. 1790

(6) In any foreclosure action, it is not a defense, set off, 1791
counterclaim, or crossclaim that the unit owners association has 1792
failed to provide the unit owner with any service, goods, work, or 1793
material, or failed in any other duty. 1794

(C) A unit owner who believes that the portion of the common 1795
expenses chargeable to ~~his~~ the unit, for which a ~~certificate of~~ 1796
~~lien has been filed by~~ the unit owners association files a 1797
certificate of lien pursuant to division (A) of this section, has 1798
been improperly charged ~~against him or his unit~~ may commence an 1799
action for the discharge of the lien in the court of common pleas 1800
of the county in which all or a part of the condominium property 1801
is situated. In the action, if it is finally determined that the 1802
portion of the common expenses ~~has been~~ was improperly charged to 1803
the unit owner or ~~his~~ the unit, the court shall ~~make such~~ enter an 1804
order as is that it determines to be just, which may provide for a 1805
discharge of record of all or a portion of the lien. 1806

Sec. 5311.19. (A) All unit owners, their tenants, and all 1807
persons lawfully in possession and control of any part of ~~the a~~ 1808
condominium property, and the unit owners association of a 1809
condominium property shall comply with all covenants, conditions, 1810
and restrictions set forth in a deed to which they are subject or 1811
in the declaration, ~~the~~ bylaws ~~of the unit owners association,~~ or 1812
~~administrative~~ the rules and regulations adopted pursuant to of 1813
the ~~provisions thereof~~ unit owners association, as any of the same 1814
may be lawfully amended ~~from time to time, and violations thereof.~~ 1815
Violations of those covenants, conditions, or restrictions shall 1816
be grounds for ~~actions brought by the unit owners association, by~~ 1817
~~a unit owner or unit owners, or by both the~~ unit owners 1818
association or any unit owner to commence a civil action for 1819

damages ~~or~~, injunctive relief, or both, and an award of court 1820
costs and reasonable attorney's fees in both types of action. 1821

(B)(1) Except as otherwise provided in the declaration or the 1822
bylaws, a unit owners association may initiate eviction 1823
proceedings, pursuant to Chapters 5321. and 1923. of the Revised 1824
Code, to evict a tenant for a violation of division (A) of this 1825
section. The action shall be brought by the unit owners 1826
association, as the unit owner's agent, in the name of the unit 1827
owner. 1828

(2) In addition to any procedures required by Chapters 5321. 1829
and 1923. of the Revised Code, the unit owners association shall 1830
give the unit owner at least ten days written notice of the 1831
intended eviction action. 1832

(3) The costs of any eviction action brought pursuant to 1833
division (B)(1) of this section, including reasonable attorney's 1834
fees, shall be charged to the unit owner and shall be the subject 1835
of a special assessment against the offending unit and made a lien 1836
against that unit. 1837

Sec. 5311.20. In any action relating to the common ~~areas and~~ 1838
~~facilities~~ elements or to any right, duty, or obligation possessed 1839
or imposed upon the unit owners association, by statute or 1840
otherwise, the unit owners association may sue or be sued as a 1841
separate legal entity. In any ~~such~~ action of that nature, service 1842
of summons or other process may be made upon the unit owners 1843
association by serving the ~~same~~ process personally upon the 1844
president or other ~~chief officer thereof or upon the person~~ 1845
designated representative of the unit owners association named in 1846
the declaration ~~as the person~~ to receive service of process 1847
~~therefor~~, or the person named as statutory agent of the 1848
association if it is an incorporated entity, or by leaving the 1849

same process at the residence or place of business of ~~such a~~ 1850
person ~~set forth~~ named in the declaration or named as statutory 1851
agent. Any ~~such~~ action brought by or on behalf of the unit owners 1852
association shall be pursuant to authority granted by ~~its~~ the 1853
board of ~~managers~~ directors. 1854

Sec. 5311.21. The Unless retained by the board of directors 1855
as reserves, the common profits of a condominium property shall be 1856
distributed among, and, except as provided in division (B) of 1857
section 5311.041 of the Revised Code, the common expenses shall be 1858
charged to the unit owners according to the ~~percentages of~~ 1859
~~interest~~ undivided interests in the common ~~areas and facilities~~ 1860
elements appurtenant to their respective units. 1861

Sec. 5311.22. (A) Unless otherwise provided in the 1862
declaration or bylaws, each unit owner ~~of a condominium property~~ 1863
may exercise that percentage of the total voting power of all unit 1864
owners on any question for which the vote of unit owners is 1865
permitted or required that is equivalent to the ~~percentage of~~ 1866
undivided interest in the common ~~areas and facilities~~ elements 1867
appurtenant to ~~his~~ the owner's unit. 1868

(B) Fiduciaries ~~and minors~~ who are owners of record of a unit 1869
or units may vote their respective interests as unit owners. ~~If~~ 1870
Unless otherwise provided in the declaration or bylaws, if two or 1871
more persons, whether fiduciaries, tenants in common, or 1872
otherwise, own undivided interests in a unit, each person may 1873
exercise the proportion of the voting power of all of the owners 1874
of ~~his~~ the unit that is equivalent to ~~his~~ the person's 1875
proportionate undivided interest in the unit. 1876

(C) A fiduciary for a unit owner or of the estate of a unit 1877
owner may vote as though ~~he~~ the fiduciary were the unit owner when 1878
~~he~~ the fiduciary has furnished to the unit owners association 1879

proof, satisfactory to it, of ~~his~~ the fiduciary's appointment and 1880
qualification as+ an executor under the last will of a deceased 1881
unit owner+ an administrator of the estate of a deceased unit 1882
owner+ a guardian, committee, or conservator of the estate of a 1883
~~ward~~ minor or incompetent who is a unit owner+ a trustee in 1884
bankruptcy of a unit owner+ a statutory or judicial receiver or 1885
liquidator of the estate or affairs of a unit owner+ or an 1886
assignee for the benefit of creditors of a unit owner. 1887

(D) When any ~~other~~ fiduciary or representative of a unit 1888
owner who is not described in division (C) of this section has 1889
furnished ~~to~~ the unit owners association with satisfactory proof+ 1890
~~satisfactory to it,~~ of ~~his~~ authority, ~~he~~ that person may vote as 1891
though ~~he were the~~ a unit owner. 1892

Sec. 5311.23. (A) A declarant, developer, agent, or unit 1893
owner+ or any person entitled to occupy a unit ~~of a condominium~~ 1894
~~property~~ is liable in damages in a civil action for ~~damages~~ harm 1895
caused to any person or to the unit owners association by ~~his~~ that 1896
individual's failure to comply with any lawful provision of the 1897
condominium instruments. ~~Any~~ 1898

(B) Any interested person, including a unit owners 1899
association, may commence an action for a declaratory judgment to 1900
determine ~~his~~ that person's legal relations under the condominium 1901
instruments or to obtain an injunction against a declarant, 1902
developer, agent, unit owner, or person entitled to occupy a unit 1903
who refuses to comply, or threatens to refuse to comply, with a 1904
provision of the condominium instruments. ~~One~~ 1905

(C) In connection with either type of action described in 1906
this section, one or more unit owners may bring a class action on 1907
behalf of all unit owners. The lawful provisions of the 1908
condominium instruments ~~may,~~ if necessary to carry out their 1909
purposes, may be enforced in either type of action against the 1910

condominium property or any person who owns or ~~has~~ previously has 1911
owned any estate or interest in the condominium property. 1912

(D) An action by the unit owners association under this 1913
section may be commenced by the association in its own name, ~~or~~ in 1914
the name of ~~its~~ the board of managers directors, or in the name of 1915
~~its~~ the association's managing agent. 1916

Sec. 5311.24. (A) Sections 5311.25 to 5311.27 of the Revised 1917
Code do not apply to any of the following, unless the method of 1918
disposing of the condominium property is adopted for the purpose 1919
of evading their provisions: 1920

~~(A)~~(1) The sale of a condominium ownership interest solely 1921
for commercial or industrial purposes or uses; 1922

~~(B)~~(2) The sale of real estate under or pursuant to court 1923
order; 1924

~~(C)~~(3) The sale of real estate by the United States ~~or any of~~ 1925
~~its agencies or instrumentalities~~, ~~or~~ by this state or any 1926
political subdivision of this state, or by any of their agencies 1927
or instrumentalities; 1928

~~(D)~~(4) The sale of condominium ownership interests in 1929
individual dwelling units or individual water slip units, and in 1930
their appurtenant common ~~areas and facilities~~ elements for ~~his own~~ 1931
the account ~~by~~ of a person other than a declarant, developer, or 1932
agent when the sale is not conducted pursuant to the common 1933
promotional plan of the developer for sales in a condominium 1934
development. 1935

(B) A sale or offer to sell a condominium ownership interest 1936
does not exist when a reservation agreement is entered into that 1937
does not legally require a prospective purchaser to purchase a 1938
condominium ownership interest and under which the prospective 1939
purchaser may relinquish all rights and receive a full refund of 1940

all deposits, without penalty, at any time prior to entering into 1941
a contract to purchase a condominium ownership interest. 1942

~~Sec. 5311.25. No developer or agent, directly or indirectly,~~ 1943
~~shall sell or offer to sell a condominium ownership interest in a~~ 1944
~~condominium development unless the condominium instruments~~ 1945
~~pertaining to the development provide that:~~ 1946

(A) ~~Any~~ (1) Except as provided in division (A)(2) of this 1947
section, any deposit or down payment made in connection with the 1948
sale will of a condominium ownership interest shall be held in 1949
trust or escrow until delivered at settlement or, returned to or 1950
otherwise credited to the purchaser, or forfeited to the 1951
developer, and that if, If a deposit or down payment of more than 1952
two thousand dollars or more is held for more than ninety days and 1953
is not withdrawn pursuant to division (A)(2) of this section, 1954
interest at the a rate of at least four per cent per annum equal 1955
to the prevailing rate payable by federally insured financial 1956
institutions in the county of the condominium property on daily 1957
interest accounts for any period exceeding ninety days shall be 1958
credited to the purchaser at settlement or upon return or other 1959
credit made to the purchaser, or added to any forfeiture to the 1960
developer. Interest is payable only on the amount of the deposit 1961
or down payment that exceeds two thousand dollars. 1962

(2)(a) If a contract for the sale of a condominium ownership 1963
interest contains the legend described in division (A)(2)(b) of 1964
this section, a developer may, in accordance with the contractual 1965
provisions, withdraw a deposit or down payment from trust or 1966
escrow upon the commencement of construction of the structure of 1967
the condominium property in which the purchaser's unit will be 1968
located and use the moneys in the actual construction and 1969
development of the condominium property. The developer shall not 1970
use the moneys for advertising purposes or for the salaries, 1971

commissions, or expenses of agents. 1972

(b) A contract that permits withdrawals of a deposit or down 1973
payment for the purposes described in division (A)(2)(a) of this 1974
section shall include the following legend conspicuously printed 1975
or stamped in boldface type on the contract's first page and 1976
immediately above the signature of the purchaser: "Purchaser 1977
acknowledges that, pursuant to this contract, the developer may 1978
withdraw and then use for construction and development of the 1979
condominium property any deposit or down payment that the 1980
purchaser makes prior to closing." 1981

(3) Deposits and down payments held in trust or escrow in 1982
accordance with division (A)(1) of this section are not subject to 1983
attachment, garnishment, or other legal process by creditors of 1984
the developer, agents, or the purchaser of the condominium 1985
ownership interest. 1986

(B) Except in ~~his~~ the capacity as a unit owner of unsold 1987
condominium ownership interests, the developer or agent ~~will~~ shall 1988
not retain a property interest in any of the common ~~areas and~~ 1989
~~facilities elements~~ elements after unit owners other than the developer 1990
assume control of ~~the condominium development is assumed by the~~ 1991
unit owners association ~~except that, in the case of~~ as follows: 1992

(1) In a leasehold condominium development, ~~he~~ the developer 1993
or agent may retain the same interest in the common ~~areas and~~ 1994
~~facilities elements~~ elements as ~~he~~ the developer or agent retains in the 1995
entire condominium development ~~and except that he may retain a~~ 1996
~~property interest in recreational facilities furnished to unit~~ 1997
~~owners or to unit owners and others under a contract entered into~~ 1998
~~or renewed by the unit owners association after unit owners other~~ 1999
~~than the developer have assumed control of the association and~~ 2000
~~except that in.~~ 2001

(2) In an expandable condominium property, the developer may 2002

retain an interest consistent with the declaration and ~~required~~ 2003
necessary to insure ingress ensure both of the following, whether 2004
or not the condominium property is expanded to include the 2005
additional property: 2006

(a) Ingress and egress, from and to over the common areas and 2007
facilities by the prospective unit owners in elements for the 2008
benefit of the additional property; 2009

(b) The availability of utilities from and to the common 2010
elements for the benefit of the additional property. 2011

(3) The developer may retain the right to enter upon the 2012
condominium property to fulfill any warranty obligations to the 2013
unit owners association or to unit owners. 2014

(C) The owners of condominium ownership interests that have 2015
been sold by the developer or ~~his~~ an agent ~~will~~ shall assume 2016
control of the common ~~areas and facilities~~ elements and of the 2017
unit owners association as prescribed in ~~division~~ divisions (C) 2018
and (D) of section 5311.08 of the Revised Code~~;~~. 2019

(D) ~~Neither~~ Unless a contract or other agreement is renewed 2020
by a vote of the unit owners exercising a majority of the voting 2021
power of the unit owners association, neither the unit owners 2022
association nor the unit owners ~~will~~ shall be subject to either of 2023
the following: 2024

(1) For more than ninety days subsequent to the date that the 2025
unit owners other than the developer assume control of the unit 2026
owners association, any management contract or agreement executed 2027
prior to ~~the~~ that assumption of control ~~required by division~~ (C) 2028
~~of this section for;~~ 2029

(2) For more than one year subsequent to that an assumption 2030
of control unless such a contract or agreement is renewed by a 2031
vote of the unit owners pursuant to the bylaws required by section 2032
5311.08 of the Revised Code~~;~~, any other contract executed prior to 2033

that assumption of control, except for contracts for necessary utility services. 2034
2035

(E)(1) Except as provided in division (E)(4) of this section, 2036
the developer ~~has furnished, as a~~ shall furnish both of the 2037
following: 2038

(a) A minimum, of a two-year warranty covering the full cost 2039
of labor and materials for any repair or replacement of roof and 2040
structural components, and mechanical, electrical, plumbing, and 2041
common service elements serving the condominium property or 2042
additional property as a whole, occasioned or necessitated by a 2043
defect in material or workmanship ~~and a~~ 2044

(b) A one-year warranty covering the full cost of labor and 2045
materials for any repair or replacement of structural, mechanical, 2046
and other elements pertaining to each unit, occasioned or 2047
necessitated by a defect in material or workmanship ~~commencing,~~ 2048

(2) The two-year warranty shall commence as follows: 2049

~~(1) In the case of~~ (a) For a condominium development other 2050
than an expandable condominium development, ~~the two-year warranty~~ 2051
~~shall commence~~ on the date the deed or other evidence of ownership 2052
is filed for record following the sale of the first condominium 2053
ownership interest in the development to a purchaser in good faith 2054
for value. ~~i~~ 2055

~~(2) In the case of~~ (b)(i) For an expandable condominium 2056
development, ~~the two-year warranty shall commence~~ for property 2057
submitted by the original declaration, on the date the deed or 2058
other evidence of ownership is filed for record following the sale 2059
of the first condominium ownership interest in the property, ~~and~~ 2060
~~for~~ to a purchaser in good faith for value; 2061

(ii) For an expandable condominium development, for any 2062
additional property submitted by amendment to the declaration, on 2063
the date the deed or other evidence of ownership is filed for 2064

record following the sale of the first condominium ownership 2065
interest in the additional property; ~~in either case~~ to a purchaser 2066
in good faith for value. 2067

(3) The one-year warranty for each unit shall commence on the 2068
date the deed or other evidence of ownership is filed for record 2069
following the ~~first~~ developer's sale and conveyance of a the 2070
condominium ownership interest in the unit to a purchaser in good 2071
faith for value. 2072

(4) ~~In the case of~~ The valid assignment by the developer of 2073
the express and implied warranty of the manufacturer satisfies the 2074
developer's obligation under this section with respect to ranges, 2075
refrigerators, washing machines, clothes dryers, hot water 2076
heaters, and other similar appliances installed and furnished as 2077
part of the unit by the developer, ~~the valid assignment by the~~ 2078
~~developer of the express and implied warranty of the manufacturer~~ 2079
~~satisfies the developer's obligation under this division with~~ 2080
~~respect to such appliances, and the.~~ The developer's warranty 2081
under this division (E)(1) of this section is limited to the 2082
installation of the appliances. 2083

(5) All warranties made to the developer that exceed time 2084
periods specified in ~~this~~ division (E)(1) of this section with 2085
respect to any part of ~~the units or a unit~~ shall be assigned to 2086
the purchaser of that unit and warranties with respect to any part 2087
of the common areas and facilities elements shall be assigned to 2088
the ~~purchaser~~ unit owners association. 2089

(F) The developer ~~will~~ shall assume the rights and 2090
obligations of a unit owner in ~~his~~ the developer's capacity as 2091
owner of condominium ownership interests not yet sold, including, 2092
~~without limitation,~~ the obligation to pay common expenses 2093
attaching to ~~such~~ those interests, from the date the declaration 2094
is filed for record even if the construction of the units and the 2095
appurtenant common elements subject to the condominium ownership 2096

interests has not started or is not complete. 2097

~~(G) In the case of a conversion condominium development, all~~ 2098
~~tenants were offered~~ the developer shall offer each tenant an 2099
option, exercisable within not less than ninety days after notice, 2100
to purchase a condominium ownership interest in the development, 2101
~~and such tenants were given~~ that the tenant occupies and at a 2102
price that is not greater than the price at which the unit will be 2103
offered to the general public for the subsequent one hundred 2104
eighty-day period. The developer shall give each tenant written 2105
notice of not less than one hundred twenty days prior to ~~being~~ 2106
~~required to vacate the premises to facilitate the conversion or~~ 2107
intended conversion, during which time the tenant may not be 2108
evicted to accommodate or facilitate the sale of any unit if the 2109
tenant is not in default under the tenant's terms of tenancy. The 2110
ninety-day and one hundred twenty-day notice periods may run 2111
concurrently and may be waived in writing by a tenant. If two or 2112
more tenants occupy a unit in a conversion condominium 2113
development, the option to purchase shall be given jointly to 2114
those tenants. 2115

~~Deposits and down payments held in trust or escrow pursuant~~ 2116
~~to division (A) of this section shall not be subject to attachment~~ 2117
~~by creditors of the developer or a purchaser.~~ 2118

(H) Except as provided in section 5311.24 of the Revised 2119
Code, no developer or agent, directly or indirectly, shall sell or 2120
offer to sell a condominium ownership interest in a condominium 2121
development unless the condominium instruments include a statement 2122
that sets forth the requirements of this section and sections 2123
5311.26 and 5311.27 of the Revised Code. 2124

Sec. 5311.26. ~~No~~ Except as provided in section 5311.24 of the 2125
Revised Code, no developer or agent, directly or indirectly, shall 2126
sell or offer to sell a condominium ownership interest in a 2127

residential or water slip condominium development unless ~~he~~ the 2128
developer or agent provides the prospective purchaser a 2129
condominium development disclosure statement that discloses fully 2130
and accurately ~~to each prospective purchaser of the interest~~ all 2131
material circumstances or features affecting the development, ~~by~~ 2132
~~preparing and providing to each prospective purchaser in a~~ 2133
readable and understandable written statement ~~of such~~ 2134
~~circumstances or features~~. The statement shall not intentionally 2135
omit any material fact or contain any untrue statement of a 2136
material fact and shall contain all of the following: 2137

(A) The name and address of the condominium development, and 2138
the name, address, and telephone number of the developer and of 2139
the development manager if other than the developer, or his that 2140
manager's agent; 2141

(B) A general narrative description of the development 2142
stating the total number of units, a description of the types of 2143
units ~~and price of each type of unit~~, the total number of units 2144
that may be included in the development by reason of future 2145
expansion or merger of the development, and a precise statement of 2146
the nature of the condominium ownership interest that is being 2147
offered; 2148

(C) A general disclosure of the following: 2149

(1) The status of construction, zoning, site plan, or other 2150
governmental approvals, ~~and compliance;~~ 2151

(2) Compliance or notice of failure to comply with any ~~other~~ 2152
federal, state, or local statutes or regulations affecting the 2153
development, ~~and the;~~ 2154

(3) The actual or scheduled dates of completion of any 2155
buildings, recreation facilities, and other common ~~areas and~~ 2156
~~facilities~~ elements; 2157

(4) Whether the developer is required to construct recreational facilities or other common elements; 2158
2159

(D) The significant terms of any financing offered by or through the developer to purchasers of the condominium ownership interests in the development, including the name of any bank or other institution involved in the financing, the minimum down payment, a statement that the prospective purchaser may obtain financing from another bank or institution, and the annual interest rate; 2160
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(E) A description of warranties for structural elements and mechanical and other systems, stated separately for units and for common ~~areas and facilities~~ elements; 2167
2168
2169

(F) A two-year projection, revised and updated ~~at least every six months~~ within the past year if changed, unless the developer no longer controls the association, of annual expenditures necessary to operate and maintain the common ~~areas and facilities~~ elements of the condominium development, and the cost of any mandatory dues and membership in a not-for-profit organization described in division (B)(9) of section 5311.05 of the Revised Code. The projection shall be prepared by the developer and, specifically stating state the assumptions and bases of the projection, and include a complete statement of the estimated monthly cost per unit for such the two-year period, including all of the following: 2170
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(1) The formula for determining each unit's share of common expenses; 2182
2183

(2) The amount of ~~taxes and~~ insurance and a description of the basis or formula used in arriving at ~~these amounts~~ that amount; 2184
2185
2186

(3) The dollar amount of operating and maintenance expenses; 2187

(4) The monthly cost of utilities;	2188
(5) Any other costs, fees, and assessments reasonably ascertainable by the developer.	2189 2190
(G) In the case of For a conversion condominium development, <u>the offering price of each unsold unit or type of unsold unit and</u> a report by the developer stating the age, the condition, and the developer's opinion of the remaining useful life of structural elements and mechanical and supporting systems, together with the developer's estimate of repair and replacement costs projected for five years from the date the property is submitted to the provisions of this chapter; the . <u>The</u> report shall be based on facts reasonably ascertainable by the developer through inspection of relevant drawings and records and, to the extent permitted by the physical limits of the site, by personal inspection of the elements and systems; any . <u>Any</u> limits on the inspection shall be stated in the report;.	2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203
(H) A statement of significant provisions for management of the condominium development, including <u>all of the following</u> :	2204 2205
(1) Conditions for the formation of a unit owners association;	2206 2207
(2) The apportionment of voting rights among the members of the <u>unit owners</u> association;	2208 2209
(3) The contractual rights and responsibilities of the unit owners association;	2210 2211
(4) A statement advising the purchaser that the condominium instruments are binding legal documents and describing how such <u>those</u> instruments may be altered or amended by the unit owners association.	2212 2213 2214 2215
(I) A facsimile of any management contract or other agreement affecting the operation, use, or maintenance of or access to all	2216 2217

or any part of the condominium development, with a brief narrative 2218
statement of the effect of each agreement upon a purchaser, 2219
including a specification of the services to be rendered and the 2220
charges to be made ~~thereunder~~ under it, and a statement of the 2221
relationship, if any, between the developer and the managing 2222
agent; 2223

(J) A statement in ~~twenty-point~~, conspicuous boldface type of 2224
the purchaser's right to review the condominium instruments, the 2225
purchaser's right to void the contract, any conditions for the 2226
return of a deposit, and ~~a statement of~~ the rights of purchasers 2227
under section 5311.27 of the Revised Code; 2228

(K) The existence or requirement for the establishment of a 2229
reserve fund to finance the cost of repair or replacement of the 2230
components of the common ~~areas and facilities~~ elements; 2231

(L) The significant terms of any ~~encumbrances~~ encumbrances, 2232
easements, liens, and matters of title affecting the condominium 2233
development; 2234

(M) A statement of the requirement for escrow of deposits and 2235
the right of the developer to use all or any part of these; 2236

(N) A statement of any restraints on the free alienability of 2237
all or any part of the condominium development; 2238

(O) A statement describing any present litigation concerning 2239
the condominium development. 2240

Sec. 5311.27. (A) (1) In addition to any other remedy 2241
available, a contract or agreement for the sale of a condominium 2242
ownership interest that is executed in violation of section 2243
5311.25 or 5311.26 of the Revised Code shall be voidable by the 2244
purchaser ~~for a period~~ until the later of fifteen days after the 2245
~~date of contract is entered into for~~ sale of the condominium 2246
ownership interest or fifteen days after ~~the date upon which~~ the 2247

purchaser executes a document evidencing receipt of the 2248
information required by section 5311.26 of the Revised Code, 2249
~~whichever occurs later. Upon~~ except that in no case is the 2250
contract or agreement voidable after the title to the condominium 2251
ownership interest is conveyed to the purchaser. 2252

(2) Upon the exercise of ~~this~~ the right to void the contract 2253
or agreement, the developer or ~~his~~ an agent shall refund fully and 2254
promptly to the purchaser any deposit or other prepaid fee or item 2255
and any amount paid on the purchase price, and shall pay all 2256
closing costs paid by the purchaser or for which ~~he~~ the purchaser 2257
is liable in connection with the void sale. 2258

(B)(1) Any developer or agent who sells a condominium 2259
ownership interest in violation of section 5311.25 or 5311.26 of 2260
the Revised Code shall be liable to the purchaser in an amount 2261
equal to the difference between the amount paid for the interest 2262
and the least of the following amounts: 2263

~~(1)~~(a) The fair market value of the interest as of the time 2264
the suit is brought; 2265

~~(2)~~(b) The price at which the interest is disposed of in a 2266
bona fide market transaction before suit is brought; 2267

~~(3)~~(c) The price at which the unit is disposed of ~~after suit~~ 2268
in a bona fide market transaction, after suit is brought but 2269
before judgment is entered. ~~In~~ 2270

(2)(a) ~~In~~ no case shall the amount recoverable under this 2271
~~division section~~ be less than ~~the sum of~~ five hundred dollars for 2272
each violation against each purchaser bringing an action under 2273
this ~~division section~~, together with court costs and reasonable 2274
~~attorneys'~~ attorney's fees. ~~If~~ 2275

(b) ~~If~~ the purchaser complaining of the violation of section 2276
5311.25 or 5311.26 of the Revised Code ~~has brought~~ brings or 2277

~~maintained~~ maintains an action ~~he knew that the purchaser knows~~ to 2278
be groundless or in bad faith and if the developer or agent 2279
prevails, the court shall award reasonable ~~attorneys'~~ attorney's 2280
fees to the developer or agent. 2281

(C)(1) ~~he~~ the attorney general has reason to believe that 2282
substantial numbers of persons are affected and substantial harm 2283
is occurring or is about to occur to ~~such~~ those persons, or that 2284
the case is otherwise of substantial public interest, the attorney 2285
general may do either of the following: 2286

~~(1)~~(a) Bring an action to obtain a declaratory judgment that 2287
an act or practice of a developer violates section 5311.25 or 2288
5311.26 of the Revised Code or the condominium instruments, or to 2289
enjoin a developer who is violating or threatening to violate ~~such~~ 2290
those sections or instruments; 2291

~~(2)~~(b) Bring a class action for damages on behalf of persons 2292
injured by a developer's violation of section 5311.25 or 5311.26 2293
of the Revised Code or of the condominium instruments. 2294

(2)(a) On motion of the attorney general and without bond, in 2295
an attorney general's action under this section, the court may 2296
make appropriate orders, including, but not limited to, orders for 2297
appointment of a master or a receiver, for sequestration of 2298
assets, to reimburse persons found to have been damaged, or to 2299
grant other appropriate relief. The court may assess the expenses 2300
of a master or receiver against the developer. 2301

(b) Any moneys or property recovered by the attorney general 2302
in an action under this section that ~~cannot~~, with due diligence 2303
within five years, cannot be restored to persons entitled to them 2304
shall be unclaimed funds reportable under Chapter 169. of the 2305
Revised Code. 2306

(c) No action may be brought by the attorney general under 2307
this section to recover for a transaction more than two years 2308

after the occurrence of a violation. 2309

(d) If a court determines that provision has been made for 2310
reimbursement or other appropriate corrective action, insofar as 2311
practicable, with respect to all persons damaged by a violation, 2312
or in any other appropriate case, the attorney general, with court 2313
approval, may terminate enforcement proceedings brought by ~~him~~ the 2314
attorney general upon acceptance of an assurance from the 2315
developer of voluntary compliance with sections 5311.25 and 2316
5311.26 of the Revised Code or with the condominium instruments, 2317
with respect to the alleged violation. The assurance shall be 2318
filed with the court and entered as a consent judgment. A consent 2319
judgment is not evidence of prior violation of ~~such~~ those 2320
sections. Disregard of the terms of a consent judgment entered 2321
upon an assurance shall be treated as a violation of an injunction 2322
issued under this section. 2323

(D) Nonmaterial errors and omissions in the disclosure 2324
statements required by sections 5311.25 and 5311.26 of the Revised 2325
Code shall not be actionable in a civil action otherwise 2326
authorized by this section if the developer or agent has attempted 2327
in good faith to comply with the disclosure requirements and if 2328
the developer or agent has substantially complied with those 2329
requirements. 2330

Sec. 5721.35. (A) Upon the sale and delivery of a tax 2331
certificate, ~~such~~ the tax certificate vests in the certificate 2332
holder the first lien previously held by the state and its taxing 2333
districts under section 5721.10 of the Revised Code for the amount 2334
of taxes, assessments, interest, and penalty charged against a 2335
certificate parcel, superior to all other liens and encumbrances 2336
upon the parcel described in the tax certificate, in the amount of 2337
the certificate redemption price, except liens for delinquent 2338
taxes, assessments, penalties, interest, charges, and costs that 2339

attached to the certificate parcel prior to the attachment of the 2340
lien being conveyed by the sale of such tax certificate. With 2341
respect to the priority as among such first liens of the state and 2342
its taxing districts for different years, the priority shall be 2343
determined by the date such first liens of the state and its 2344
taxing districts attached pursuant to section 323.11 of the 2345
Revised Code, with first priority to the earliest attached lien 2346
and each immediately subsequent priority based upon the next 2347
earliest attached lien. 2348

(B)(1) A certificate holder may record the tax certificate or 2349
memorandum thereof in the office of the county recorder of the 2350
county in which the certificate parcel is situated, as a mortgage 2351
of land under division ~~(B)~~(A)(2) of section 317.08 of the Revised 2352
Code. The county recorder shall index the certificate in the 2353
indexes provided for under section 317.18 of the Revised Code. If 2354
the lien is subsequently canceled, the cancellation also shall be 2355
recorded by the county recorder. 2356

(2) Notwithstanding Chapter 1309., Title LIII, or any other 2357
provision of the Revised Code, a secured party holding a security 2358
interest in a tax certificate or memorandum thereof may perfect 2359
that security interest only by one of the following methods: 2360

(a) Possession; 2361

(b) Registering the tax certificate with the county treasurer 2362
in the name of the secured party, or its agent or custodian, as 2363
certificate holder; 2364

(c) Recording the name of the secured party in the 2365
certificate register in the office of the county treasurer of the 2366
county in which the certificate parcel is situated. 2367

Section 2. That existing sections 317.08, 317.09, 5301.01, 2368
5301.25, 5301.255, 5311.03, 5311.04, 5311.05, 5311.051, 5311.052, 2369

5311.06, 5311.07, 5311.08, 5311.09, 5311.10, 5311.11, 5311.12,	2370
5311.13, 5311.14, 5311.16, 5311.17, 5311.18, 5311.19, 5311.20,	2371
5311.21, 5311.22, 5311.23, 5311.24, 5311.25, 5311.26, 5311.27, and	2372
5721.35 and sections 5311.01, 5311.15, and 5311.241 of the Revised	2373
Code are hereby repealed.	2374