

**As Introduced**

**125th General Assembly  
Regular Session  
2003-2004**

**H. B. No. 364**

**Representative Redfern**

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**A B I L L**

To amend sections 5311.01, 5311.02, 5311.03, and 1  
5311.05 of the Revised Code to make changes in the 2  
Ohio Condominium Law as applied to commercial and 3  
industrial developments and to define "campground 4  
resort" as a type of condominium property. 5

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

**Section 1.** That sections 5311.01, 5311.02, 5311.03, and 6  
5311.05 of the Revised Code be amended to read as follows: 7

**Sec. 5311.01.** As used in this chapter, except as otherwise 8  
provided: 9

(A) "Condominium property" means land, all buildings, 10  
improvements, and structures on the land, the land under all water 11  
slips, all buildings, improvements, and structures that form or 12  
that are utilized in connection with water slips, all easements, 13  
rights, and appurtenances belonging to the land or to the land 14  
under a water slip, and all articles of personal property 15  
submitted to the provisions of this chapter. 16

(B) "Common areas and facilities" includes, unless otherwise 17  
provided in the declaration, the following parts of the 18  
condominium property: 19

(1) The land described in the declaration;	20
(2) All other areas, facilities, places, and structures that are not part of a unit, including, but not limited to:	21
(a) The foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of buildings;	22
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(a) The foundations, columns, girders, beams, supports, supporting walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of buildings;	25
(b) The basement, yards, gardens, parking areas, garages, and storage spaces;	26
(b) The basement, yards, gardens, parking areas, garages, and storage spaces;	27
(c) The premises for the lodging of janitors or persons in charge of the property;	28
(c) The premises for the lodging of janitors or persons in charge of the property;	29
(d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;	30
(d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;	31
(d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;	32
(e) The elevators, tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;	33
(e) The elevators, tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;	34
(e) The elevators, tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;	35
(f) Such community and commercial facilities as may be provided for in the declaration;	36
(f) Such community and commercial facilities as may be provided for in the declaration;	37
(g) All other parts of the condominium property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as common areas and facilities in the declaration or drawings.	38
(g) All other parts of the condominium property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as common areas and facilities in the declaration or drawings.	39
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(g) All other parts of the condominium property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as common areas and facilities in the declaration or drawings.	41
(C) "Declaration" means the instrument by which property is submitted to the provisions of this chapter and any and all amendments to the declaration.	42
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(C) "Declaration" means the instrument by which property is submitted to the provisions of this chapter and any and all amendments to the declaration.	44
(D) "Common expenses" means those expenses designated as such in this chapter or in accordance with the provisions of the declaration, or both.	45
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(E) "Common assessments" means assessments charged	48

proportionately against all units for common purposes. 49

(F) "Common surplus" means the amount by which common 50  
assessments collected during any period exceed common expenses. 51

(G) "Common profits" means the amount by which the total 52  
income received from assessments charged for special benefits to 53  
specific units, rents received from rentals of equipment or space 54  
in common areas, and any other fee, charge, or income other than 55  
common assessments exceeds expenses allocable to the income, 56  
rental, fee, or charge. 57

(H) "Common losses" means the amount by which the common 58  
expenses during any period of time exceeds common assessments and 59  
common profits during that period. 60

(I)(1) "Unit," except in the case of a water slip or a 61  
campground resort, means a part of the condominium property 62  
consisting of one or more rooms on one or more floors of a 63  
building and designated as a unit in the declaration and 64  
delineated on the drawings provided for in section 5311.07 of the 65  
Revised Code. 66

(2) "Unit," in the case of a water slip, means a part of the 67  
condominium property consisting of the land under a portion of the 68  
water in a water slip or the land under a portion of the water in 69  
a water slip and under a portion of the piers or wharves that form 70  
the water slip, which portion of water or portion of water, piers, 71  
and wharves is used for the mooring of watercraft, and designated 72  
as a unit in the declaration and delineated on the drawings 73  
provided for in section 5311.07 of the Revised Code. 74

(3) "Unit," in the case of a campground resort, means a part 75  
of the condominium property consisting of a proprietary interest 76  
in a lot in a campground resort for overnight accommodation in 77  
temporary living quarters such as a self-contained recreational 78  
vehicle. 79

(J) "Unit owner" means a person who owns a condominium ownership interest in a unit. 80  
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(K) "Limited common areas and facilities" means the common areas and facilities designated in the declaration as reserved for use of a certain unit or units to the exclusion of the other units. 82  
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(L) "Unit owners association" means the organization of all the owners of units in a condominium property that administers the condominium property. 86  
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(M) "Condominium ownership interest" means a fee simple estate or a ninety-nine year leasehold estate, renewable forever, in a unit, together with an appurtenant undivided interest in the common areas and facilities. If the ownership interest is in a commercial or industrial development, "condominium ownership interest" means a fee simple estate or a leasehold estate of not less than twenty-five years, including renewal options, in a unit together with an appurtenant undivided interest in the common areas and facilities. 89  
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(N) "Sale of a condominium ownership interest" means the execution by both parties of an agreement for the conveyance or transfer for consideration of a condominium ownership interest, except "sale of a condominium ownership interest" for purposes of this chapter shall not include a transfer of two or more units from the developer to another developer, a subsidiary of the developer, or a financial institution for the purpose of facilitating the sale of or the development of the remaining or unsold portion of the property. 98  
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(O) "Purchaser" includes both an actual and a prospective purchaser of a condominium ownership interest. 107  
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(P) "Condominium instruments" means the declaration and accompanying drawings and plans, the bylaws of the unit owner's 109  
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association, any contracts pertaining to the management of 111  
condominium property, and all other documents, contracts, or 112  
instruments establishing ownership of or exerting control over a 113  
condominium property or unit. 114

(Q) "Additional property" means land or improvements 115  
described in the original declaration that may be added in the 116  
future to an expandable condominium property. 117

(R) "Expandable condominium property" means a condominium 118  
property the original declaration of which reserves the right to 119  
add additional property. 120

(S) "Condominium development" means a condominium property in 121  
which two or more individual dwelling units ~~or~~ two or more 122  
individual water slip units, or two or more campground resort 123  
units, together with undivided interests in the common areas and 124  
facilities of the property, are offered for sale pursuant to a 125  
common promotional plan. 126

(T) "Developer" means any person who, directly or indirectly, 127  
sells or offers for sale condominium ownership interests in a 128  
condominium development. "Developer" includes the declarant of a 129  
condominium development and any successor to the declarant who 130  
stands in the same relation to the condominium development as the 131  
declarant. 132

(U) "Agent" means any person who represents or acts for or on 133  
behalf of a developer in selling or offering to sell any 134  
condominium ownership interest in a condominium development, but 135  
the term does not include an attorney at law whose representation 136  
of another person consists solely of rendering legal services. 137

(V) "Offer" includes any inducement or solicitation to 138  
encourage a person to acquire a condominium ownership interest in 139  
a condominium development. 140

(W) "Leasehold condominium development" means a condominium 141

development in which each unit owner owns a ninety-nine year 142  
leasehold estate, renewable forever, in ~~his~~ a unit, or in the land 143  
upon which that unit is situated, or both, together with an 144  
individual leasehold interest in the common areas and facilities, 145  
with all ~~such~~ leasehold interests due to expire at the same time. 146  
If the condominium development is a commercial or industrial 147  
development, "leasehold condominium development" means a 148  
condominium development in which each unit owner owns a leasehold 149  
estate of not less than twenty-five years, including renewal 150  
options, in the unit or the land upon which that unit is situated, 151  
or both, together with an appurtenant undivided interest in the 152  
common areas and facilities, with all leasehold interests due to 153  
expire at the same time. 154

(X) "Conversion condominium development" means a condominium 155  
development that was originally operated as a rental property 156  
occupied by tenants prior to the time that the condominium 157  
property is submitted to the provisions of this chapter and the 158  
units are offered for sale. 159

(Y) "Par value" means a number expressed in dollars or points 160  
attached to a unit by the declaration. 161

(Z) "Watercraft" has the same meaning as in division (A) of 162  
section 1547.01 of the Revised Code. 163

(AA) "Body of water" means a stream, lake, pond, marsh, 164  
river, or other body of natural or artificial surface water. 165

(BB) "Water slip" means a channel of water between piers or 166  
wharves. 167

(CC) "Campground resort" means property used for overnight 168  
accommodation in which temporary living quarters are placed on 169  
designated lots within a confined area. 170

**Sec. 5311.02.** Chapter 5311. of the Revised Code applies only 171

to property that is specifically submitted to its provisions by 172  
the execution and filing for record of a declaration by the owner, 173  
as provided in this chapter. ~~In every instance, any~~ Any property 174  
~~se~~ submitted shall be either a fee simple estate or a ninety-nine 175  
year leasehold, renewable forever, or, if the development is a 176  
commercial or industrial development, the property submitted shall 177  
be either a fee simple estate or a leasehold estate of not less 178  
than twenty-five years, including renewal options. Neither the 179  
submission of property to the provisions of this chapter, nor the 180  
conveyance or transfer of a condominium ownership interest 181  
constitutes a subdivision within the meaning of, or is subject to, 182  
Chapter 711. of the Revised Code. 183

**Sec. 5311.03.** (A) Each unit of a condominium property, 184  
together with the undivided interest in the common areas and 185  
facilities appurtenant to it, is real property for all purposes 186  
and is real estate within the meaning of all provisions of the 187  
Revised Code. 188

(B) Each unit owner is entitled to the exclusive ownership 189  
and possession of ~~his~~ the owner's unit and to ownership of an 190  
undivided interest in the common areas and facilities in the 191  
percentage that is expressed in the declaration. 192

(C)(1) Each unit that is not a water slip unit shall have a 193  
direct exit to a public street or highway or to a common area and 194  
facility leading to a public street or highway, except that units 195  
in an expandable condominium property may have a direct exit to a 196  
permanent easement leading to a public street or highway across 197  
additional property identified in the declaration. 198

(2) Each water slip unit shall have a direct exit to a body 199  
of water, or to a common area and facility leading to a body of 200  
water, or to a permanent easement leading to a body of water. Each 201

water slip unit shall also have a direct exit to a public street 202  
or highway or to a common area and facility leading to a public 203  
street or highway. 204

(D) Unless otherwise provided in the declaration or drawings, 205  
the boundaries of a unit that is not a water slip unit or a 206  
campground resort unit are the interior surfaces of its perimeter 207  
walls, floors, and ceilings. Windows and doors in the perimeter 208  
walls, floors, or ceilings of a unit are part of the unit. 209  
Supporting walls, fixtures, and other parts of the building that 210  
are within the boundaries of a unit but which are necessary for 211  
the existence, support, maintenance, safety, or comfort of any 212  
other part of the condominium property are not part of the unit. 213

(E)(1) Ownership of a unit that is not a water slip unit or a 214  
campground resort unit includes the right to exclusive possession, 215  
use, and enjoyment of the interior surfaces of all its perimeter 216  
walls, floors, and ceilings and of all supporting walls, fixtures, 217  
and other parts of the building within its boundaries, including 218  
the right to paint, tile, wax, paper, or otherwise finish, 219  
refinish, or decorate the unit. 220

(2) Ownership of a water slip unit includes the exclusive 221  
right to moor a watercraft in the portion of water above the water 222  
slip unit and the right to exclusive possession, use, and 223  
enjoyment of the piers or wharves that are a part of the water 224  
slip unit. 225

(3) Ownership of a campground resort unit includes the 226  
exclusive right to locate temporary living quarters on that unit 227  
and the right to exclusive possession, use, and enjoyment of the 228  
land that is part of the campground resort unit. 229

(F) Each unit shall be subject to the right of access for the 230  
purpose of maintenance, repair, or service of any common area and 231  
facility located within its boundaries or of any portion of the 232

unit itself by persons authorized by the board of managers of the 233  
unit owners association. No maintenance, repair, or service of any 234  
portion of a unit shall be authorized, however, unless it is 235  
necessary in the opinion of the board of managers for public 236  
safety or in order to prevent damage to or destruction of any 237  
other part of the condominium property. 238

(G) To the extent provided in a declaration and subject to 239  
conditions it imposes, a unit in a condominium property other than 240  
a condominium development may be divided into two or more units, 241  
or all or part of a unit may be combined with all or part of one 242  
or more other units. ~~Such a~~ Any division or combination ~~shall~~ 243  
~~require~~ requires an amendment to the declaration accompanied by 244  
drawings showing all particulars of the division or combination, 245  
as provided in section 5311.07 of the Revised Code. The amendment 246  
shall specify the percentage interest in the common areas and 247  
facilities, the proportionate share of common surplus and common 248  
expenses, and the voting power of the unit or units resulting from 249  
the division or combination, the total of which, ~~in each case,~~ 250  
shall equal the interest, share, and power of the former unit or 251  
units divided or combined. 252

**Sec. 5311.05.** (A) A declaration submitting property to the 253  
provisions of this chapter shall be signed and acknowledged by the 254  
owner before a judge or clerk of a court of record, county 255  
auditor, county engineer, notary public, mayor, or county court 256  
judge, who shall certify the acknowledgment and subscribe the 257  
certificate of acknowledgment. 258

(B) A declaration shall contain all of the following: 259

(1) A legal description of the land or, in the case of water 260  
slip condominium property, of the land and the land under the 261  
water area, thereby submitted to the provisions of this chapter; 262

(2) The name by which the condominium property shall be known 263

which shall include the word "condominium"; 264

(3) The purpose or purposes of the condominium property and 265  
the units and commercial facilities situated in the condominium 266  
property and the restrictions, if any, upon the use or uses of the 267  
condominium property; 268

(4) A general description of the building or buildings 269  
thereby submitted to the provisions of this chapter, stating the 270  
principal materials of which it is or they are constructed and the 271  
number of stories, basements, and units in the building or 272  
buildings, or a general description of each water slip or 273  
campground resort unit and of the piers and wharves forming each 274  
water slip thereby submitted to the provisions of this chapter; 275

(5) The unit designation of each unit thereby submitted to 276  
the provisions of this chapter and a statement of its location, 277  
approximate area, number of rooms, and the immediate common area 278  
or limited common area to which it has access, and any other data 279  
necessary for its proper identification; 280

(6) A description of the common area and facilities and 281  
limited common areas and facilities thereby submitted to the 282  
provisions of this chapter, the percentage or percentages of 283  
interest in the common area and facilities and limited common 284  
areas and facilities appertaining to each unit, the basis upon 285  
which those appurtenant percentages of interest are allocated, and 286  
the procedures whereby the percentages appertaining to each unit 287  
may be altered, which percentages, basis, and procedures shall be 288  
in accordance with section 5311.04 of the Revised Code; 289

(7) A statement that each unit owner shall be a member of a 290  
unit owners association that shall be established for the 291  
administration of the condominium property; 292

(8) The name of a person to receive service of process for 293  
the unit owners association, together with the residence or place 294

of business of the person, which residence or place of business 295  
shall be in a county in which all or a part of the condominium 296  
property is situated; 297

(9) The method by which the declaration may be amended, that, 298  
except as provided in division (D) of section 5311.04 and section 299  
5311.051 of the Revised Code, shall require the affirmative vote 300  
of those unit owners exercising not less than seventy-five per 301  
cent of the voting power; 302

(10) Any further provisions deemed desirable. 303

(C) In the case of an expandable condominium property, the 304  
declaration also shall contain all of the following: 305

(1) The explicit reservation of the declarant's option to 306  
expand the condominium property; 307

(2) A statement of any limitations on that option, including 308  
a statement as to whether the consent of any unit owners is 309  
required, and if so, a statement as to the method whereby the 310  
consent is to be ascertained; or a statement that there are no 311  
such limitations; 312

(3) A time limit, not exceeding seven years from the date the 313  
declaration is filed for record, renewable for an additional 314  
seven-year period at the option of the developer, exercisable 315  
within six months prior to the expiration of the seven-year period 316  
and with the consent of the majority of the unit owners other than 317  
the developer upon which the option to expand the condominium 318  
property will expire, together with a statement of any 319  
circumstances that will terminate the option prior to the 320  
expiration of the time limit; 321

(4) A legal description by metes and bounds of all additional 322  
property that, through exercise of the option, may be submitted to 323  
the provisions of this chapter and that, thereby, may be added to 324  
the condominium property; 325

(5) A statement as to whether all, or a particular portion, 326  
of the additional property must be added to the condominium 327  
property, or whether, if any additional property is added, all or 328  
a particular portion of the additional property must be added, 329  
and, if not, a statement of any limitations as to the portions 330  
that may be added or a statement that there are no such 331  
limitations; 332

(6) A statement as to whether portions of the additional 333  
property may be added to the condominium property at different 334  
times, together with any limitations fixing the boundaries of 335  
those portions by legal descriptions setting forth the metes and 336  
bounds of those portions, or regulating the order in which they 337  
may be added to the condominium property, or both; 338

(7) A statement of any limitations as to the location of any 339  
improvements that may be made on any portion of the additional 340  
property added to the condominium property, or a statement that 341  
there are no such limitations; 342

(8) A statement of the maximum number of units that may be 343  
created on the additional property. If portions of the additional 344  
property may be added to the condominium property and the 345  
boundaries of those portions are fixed in accordance with division 346  
(C)(6) of this section, the declaration shall also state the 347  
maximum number of units that may be created on each portion added 348  
to the condominium property. If portions of the additional 349  
property may be added to the condominium property and the 350  
boundaries of those portions are not fixed in accordance with 351  
division (C)(6) of this section, the declaration shall also state 352  
the maximum number of units per acre that may be created on any 353  
portion added to the condominium property. 354

(9) Except ~~in cases where~~ when the previously submitted 355  
condominium property contains no units restricted exclusively to 356

residential use, a statement of the maximum percentage of the 357  
aggregate land and floor area of all units not restricted 358  
exclusively to residential use that may be created on any 359  
additional property or portions of additional property that may be 360  
added to the condominium property; 361

(10) A statement of the extent to which any structures 362  
erected on any portion of the additional property added to the 363  
condominium property will be compatible with structures on the 364  
submitted property in terms of quality of construction, the 365  
principal materials to be used, and architectural style, or a 366  
statement that the structures need not be compatible in those 367  
terms; 368

(11) With respect to all improvements to any portion of 369  
additional property added to the condominium property, other than 370  
structures, a statement setting forth both of the following: 371

(a) A description of the improvements that must be made or a 372  
statement that no other improvements must be made; 373

(b) Any restrictions or limitations upon the improvements 374  
that may be made or a statement that there are no restrictions or 375  
limitations upon improvements that may be made. 376

(12) With respect to all units created on any portion of 377  
additional property added to the condominium property, a statement 378  
setting forth both of the following: 379

(a) Whether all such units must be substantially identical to 380  
units on previously submitted land; 381

(b) Any limitations as to what types of units may be created 382  
on the additional property or a statement that there are no 383  
limitations. 384

(13) A description of the declarant's reserved right, if any, 385  
either to create limited common areas and facilities within any 386

portion of the additional property added to the condominium 387  
property or to designate common areas and facilities within each 388  
portion that may subsequently be assigned as limited common areas 389  
and facilities, in terms of the types, sizes, and maximum number 390  
of those areas and facilities in each portion; 391

(14) The drawings and plans that the declarant considers 392  
appropriate in supplementing the requirements of divisions (C)(4), 393  
(5), (6), (7), (10), (11), (12), and (13) of this section. 394

(D) In the case of a leasehold condominium development, the 395  
declaration shall also contain all of the following: 396

(1) With respect to any ground lease or other leases the 397  
expiration or termination of which will or may terminate or reduce 398  
the amount of the condominium property, a statement setting forth 399  
the county in which the lease is recorded and the volume and page 400  
of the record; 401

(2) A statement setting forth the date upon which each lease 402  
referred to in division (D)(1) of this section is due to expire; 403

(3) A statement as to whether any land or improvements of the 404  
condominium property will be owned by the unit owners in fee 405  
simple, and if so, either a description of the land or 406  
improvements, including a legal description by metes and bounds of 407  
the land, or a statement of any rights the unit owners shall have 408  
to remove those improvements within a reasonable time after the 409  
expiration or termination of the ninety-nine year lease or leases 410  
involved, or a statement that they shall have no such rights; 411

(4) A statement of the rights the unit owners have to redeem 412  
the reversion or any of the reversions, or a statement that they 413  
have no such rights; 414

(5) A statement that, subsequent to the recording of the 415  
declaration, no lessor who executed it, and no successor in 416  
interest to the lessor, have any right or power to terminate any 417

part of the leasehold interest of any unit owner who makes timely 418  
payment of the unit owner's share of the rent to the person 419  
designated in the declaration for the receipt of the rent and who 420  
otherwise complies with all covenants that, if violated, would 421  
entitle the lessor to terminate the lease. 422

**Section 2.** That existing sections 5311.01, 5311.02, 5311.03, 423  
and 5311.05 of the Revised Code are hereby repealed. 424