

House Bill 135

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(125th General Assembly)
(Amended Substitute House Bill Number 135)

AN ACT

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

Be it enacted by the General Assembly of the State of Ohio:

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

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

~~(A)(1)~~ A record of deeds, in which shall be recorded all deeds and other instruments of writing for the absolute and unconditional sale or conveyance of lands, tenements, and hereditaments; all notices as provided ~~for~~ in sections 5301.47 to 5301.56 of the Revised Code; all judgments or decrees in actions brought under section 5303.01 of the Revised Code; all declarations and bylaws, and all amendments to declarations and bylaws, as provided ~~for~~ in Chapter 5311. of the Revised Code; affidavits as provided ~~for~~ in section 5301.252 of the Revised Code; all certificates as provided ~~for~~ in section 5311.17 of the Revised Code; all articles dedicating archaeological preserves accepted by the director of the Ohio historical society under section 149.52 of the Revised Code; all articles dedicating nature preserves accepted by the director of natural resources under section 1517.05 of the Revised Code; all agreements for the registration of lands as archaeological or historic landmarks under section 149.51 or 149.55 of the Revised Code; all conveyances of conservation easements and agricultural easements under section 5301.68 of the Revised Code; all instruments extinguishing agricultural easements under section 901.21 or 5301.691 of the Revised Code or pursuant to terms of such an easement granted to a charitable organization under section 5301.68 of the Revised Code; all instruments or orders described in division (B)(1)(c)(ii) of section 5301.56 of the Revised Code; all no further action letters issued under section 122.654 or 3746.11 of the Revised Code; all covenants not to sue issued under section 3746.12 of the Revised Code, including all covenants not to sue issued pursuant to section 122.654 of the Revised Code; any restrictions on the use of property contained in a no further action letter issued under section 122.654 of the Revised Code, any restrictions on the use of property identified pursuant to division (C)(3) of section 3746.10 of the Revised Code, and any restrictions on the use of property contained in a deed or other instrument as provided in division (E) of section 3737.882 of the Revised Code; all memoranda of trust, as described in division (A) of section 5301.255 of the Revised Code, that describe specific real property; and all agreements entered into under division (A) of section 1521.26 of the Revised Code;

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

~~(4)(a)~~ All mortgages, including amendments, supplements, modifications, and extensions of mortgages, or other instruments of writing by which lands, tenements, or hereditaments are or may be mortgaged or otherwise

conditionally sold, conveyed, affected, or encumbered;

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

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

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

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

~~(D)(4)~~ A record of plats, in which shall be recorded all plats and maps of town lots, of the subdivision of town lots, and of other divisions or surveys of lands, any center line survey of a highway located within the county, the plat of which shall be furnished by the director of transportation or county engineer, and all drawings and amendments to drawings, as provided ~~for~~ in Chapter 5311. of the Revised Code;

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

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

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

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

~~(G)(C)~~ In lieu of keeping the six separate sets of records required in divisions (A)(~~1~~) to ~~(F)(6)~~ of this section and the records required in division ~~(H)(D)~~ of this section, a county recorder may record all the instruments required to be recorded by this section in two separate sets of record books. One set shall be called the "official records" and shall contain the instruments listed in divisions (A)(~~1~~), ~~(B)(2)~~, ~~(C)(3)~~, ~~(E)(5)~~, ~~(F)~~, and (6) and ~~(H)(D)~~ of this section. The second set of records shall contain the instruments listed in division ~~(D)(A)(4)~~ of this section.

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

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

United States who originated the notice or certificate, whichever is applicable.

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

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

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

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

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

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

(b) The recording of the instrument in the office of the county recorder of the county in which the subject property is situated is constructive notice of the instrument to all persons, including without limitation, a subsequent purchaser in good faith or any other subsequent holder of an interest in the property, regardless of whether the instrument was recorded prior to, on, or after ~~the effective date of this amendment~~ February 1, 2002.

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

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

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

statement in the following form:

"A survey of this property was made by"

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

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

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

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

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

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

(b) The date of execution of the trust;

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

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

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

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

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

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

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

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

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

(C) "Affiliate of a developer" means any person who controls a developer or is controlled by a developer. For the

purposes of this division:

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

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

(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.

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

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

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

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

(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.

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

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

(3) "Control" does not exist for purposes of division (C)(1) or (2) of this section if a person or developer holds any power described in either of those divisions solely as security for an obligation and that power is not exercised.

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

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

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

(1) The land described in the declaration;

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

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

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

(c) Premises for the lodging of janitors or persons in charge of the property;

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

(e) Elevators, tanks, pumps, motors, fans, compressors, ducts, and, in general, all apparatus and installations existing for common use;

(f) Community and commercial facilities that are not listed in division (F)(2)(a), (b), (c), (d), or (e) of this section but provided for in the declaration;

(g) All parts of the condominium property that are not listed in division (F)(2)(a), (b), (c), (d), (e), or (f) of this section that are necessary or convenient to its existence, maintenance, and safety, that are normally in common use, or that have been designated as common elements in the declaration or drawings.

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

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

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

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

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

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

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

(K) "Condominium" means a form of real property ownership in which a declaration has been filed submitting the property to the condominium form of ownership pursuant to this chapter and under which each owner has an individual ownership interest in a unit with the right to exclusive possession of that unit and an undivided ownership interest with the other unit owners in the common elements of the condominium property.

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

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

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

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

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

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

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

(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.

(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.

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

(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.

(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.

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 5311.03. (A) Each unit of a condominium property, together with the undivided interest in the common areas and facilities elements appurtenant to it, is real property for all purposes and is real estate within the meaning of all

provisions of the Revised Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

procedures:

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

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

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

(a) Identification of the affected units;

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

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

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

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

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

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

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

(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.

(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.

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

(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.

(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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(D)~~(E) Except as provided in section sections 5311.031 to 5311.033 and 5311.051 of the Revised Code, the percentage of undivided interest in the common ~~areas and facilities~~ elements of each unit as expressed in the original

declaration shall not be altered except by an amendment to the declaration unanimously approved by all unit owners affected. The undivided interest in the common ~~areas and facilities~~ elements shall not be separated from the unit to which it appertains and ~~shall be~~ is deemed conveyed or encumbered with the unit even though ~~such that~~ interest is not expressly mentioned or described in the deed, mortgage, lease, or other instrument of conveyance or encumbrance.

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

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

(G) Subject to rules the board of directors adopts pursuant to division (B)(5) of section 5311.081 of the Revised Code, the board may authorize the use of limited common elements, as distinguished from the common elements and exclusive use areas, for the construction of open, unenclosed patios, hedges, decks, fences, or similar improvements provided that the improvements are maintained and insured by the owner of the unit to which the limited common area is appurtenant. The construction of an addition to or an expansion of a unit into limited common elements or common elements may not be authorized without the consent of all unit owners.

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

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

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

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

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

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

(a) Expenses that arise out of the administration, 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 the use ~~or uses~~ of the condominium property;

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

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

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

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

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

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

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

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

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

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

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

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

~~terminate the option prior to the expiration of the time limit;~~ (a) The time at which the option to expand the condominium development expires, which shall not exceed seven years from the date the declaration is filed for record;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(E)(1) Without a vote of the unit owners, the board of directors may amend the declaration in any manner necessary

for any of the following purposes:

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

(b) To meet the requirements of insurance underwriters;

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

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

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

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

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

Sec. 5311.051. ~~In the case of an expandable condominium property, land~~ Land and improvements on the property ~~shall be of an expandable condominium property are~~ considered added to the condominium property and submitted to the provisions of this chapter upon ~~execution the declarant and all owners and lessees of the added land executing and filing for record by the declarant, including all of the owners and lessees of the land so added,~~ pursuant to sections 5311.06 and 5311.07 of the Revised Code, ~~of an amendment to the declaration,~~ that contains the information, drawings, and plans with respect to the additional property and improvements required by those sections and by divisions (A) and (B) of section 5311.05 of the Revised Code. The amendment, pursuant to the declaration and section 5311.04 of the Revised Code, shall allocate and reallocate ~~percentages of interest~~ undivided interests in the common ~~areas and facilities~~ elements of the condominium property appertaining to each unit of the condominium property. ~~Notwithstanding division (D) of section 5311.04 and division (B)(9) of section 5311.05 of the Revised Code,~~ the ~~The~~ execution and filing for record of an amendment submitting additional property to an expandable condominium property is an effective amendment of the declaration without a vote of the unit owners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 is set forth in an amendment to the declaration, and the amendment to the declaration is filed for record. Unless

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

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

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

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

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

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

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

(g) The election of officers of the board;

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

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

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

(4) By whom and the procedure by which maintenance, repair, and replacement of the common areas and facilities

elements may be authorized;

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

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

~~(7)~~(6) By whom and the procedure by which administrative rules governing the operation and use of the condominium property or any portion of the property may be adopted and amended. 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 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 development, the unit owners association shall meet, and the unit owners, other than the developer, shall elect not less than twenty-five per cent one-third of the members of the board of managers. Not later than the time that condominium ownership interests to which fifty per cent of the undivided interests appertain have been sold and conveyed, such unit owners shall elect not less than thirty-three and one-third per cent of the members of the board of managers directors. When~~

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

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

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

~~(2) Thirty sixty days after the sale and conveyance to purchasers in good faith for value of condominium ownership interests to which appertain seventy-five per cent of the undivided interests in the common areas and facilities to purchasers in good faith for value elements appertain, except that in no case may the authorization extend for more than five years after the unit owners association is established if the declaration includes expandable condominium property or more than three years after the unit owners association is established if the declaration does not include expandable condominium property.~~

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

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

reasonably possible, appoint officers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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;

(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;

(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;

(19) Purchase insurance and fidelity bonds the directors consider appropriate or necessary;

(20) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(21) Exercise powers that are:

(a) Conferred by the declaration or the bylaws of the unit owners association or the board of directors;

(b) Necessary to incorporate the unit owners association as a not-for-profit corporation;

(c) Permitted to be exercised in this state by a not-for-profit corporation;

(d) Necessary and proper for the government and operation of the unit owners association.

(C)(1) Prior to imposing a charge for damages or an enforcement assessment pursuant to division (B)(12) of this section, the board of directors shall give the unit owner a written notice that includes all of the following:

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

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

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

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

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

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

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

(3) The board of directors shall not levy a charge or assessment before holding any hearing requested pursuant to

division (C)(2) of this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The board of directors may commence a civil action on behalf of the unit owners association in the court of common pleas of the county in which the condominium property is located to obtain injunctive relief or recover

damages for harm resulting from the declarant's or developer's failure to ~~do so may be recovered in a civil action~~ comply with division (B)(1) of this section.

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

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

(1) Information that pertains to condominium property-related personnel matters:

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

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

(4) Information that relates to the enforcement of the declaration, bylaws, or rules of the unit owners association against unit owners:

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

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

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

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

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

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

condominium property.

(C) Any person who does work or labor upon or furnishes machinery, material, or fuel for the construction, alteration, repair, improvement, enhancement, or embellishment of any part of the common ~~areas and facilities~~ elements of any condominium property is entitled to a lien to secure payment ~~therefor for the work, labor, machinery, material, or fuel~~ on the estates or interests of all owners in all units and their respective ~~percentages of interest~~ undivided interests in the common ~~areas and facilities~~ elements, pursuant to sections 1311.01 to 1311.38 of the Revised Code, if the work, labor, construction, alteration, repair, improvement, enhancement, or embellishment ~~has been~~ was duly authorized or directed by the board of ~~managers~~ directors of the unit owners association.

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

(E)(1) When a lien exists under Chapter 1311. of the Revised Code to secure payment for work or labor done or machinery, material, or fuel furnished for property, ~~which thereafter that subsequently~~ becomes condominium property through the filing and recording of a declaration under section 5311.06 of the Revised Code, regardless of the ~~condominium~~ property to which the lien originally attached, after the declaration is filed for record, the lien is enforceable as to condominium property only against units and their appurtenant interests in the common ~~areas and facilities~~ elements ~~owned by~~ elements that the declarant developer owned or conveyed by ~~him~~, other than as described in division (F) of this section. ~~Foreclosure~~

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

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

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

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

(B)(1) Unless provided otherwise in the declaration, in the event of damage to or destruction of all or any part of the common ~~areas and facilities~~ elements of a condominium property, the unit owners, by the affirmative vote of those entitled to exercise not less than seventy-five per cent of the voting power or ~~such a~~ greater per cent as may be if provided in the declaration, may elect not to repair or restore the ~~same~~ damaged or destroyed common elements. ~~Upon such~~

(2) Upon an election not to repair or restore, all of the condominium property is subject to an action for sale as upon partition at the suit of any unit owner. ~~In the event of any such sale or a sale of the condominium property after such election by agreement of all unit owners exercising a majority of the voting power of unit owners. If the condominium property is sold pursuant to division (B)(2) of this section, the any~~ net proceeds of the sale, ~~together with~~ the net proceeds of insurance, if any, and any other indemnity arising because of ~~such~~ the damage or destruction, ~~shall be~~ are considered as one fund and shall be distributed for distribution to all unit owners in proportion to ~~their respective percentages of interest~~ the undivided interests in the common ~~areas and facilities~~ elements appurtenant to their units.

No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Fourth, to the principal amounts the unit owner owes to the association for the common expenses or penalty assessments chargeable against the unit.

(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~~ directors of the unit owners association. The certificate shall contain a description of the unit, the name of the record owner of the unit, and the amount of the unpaid portion of the common expenses and, subject to subsequent adjustments, any unpaid interest, administrative late fees, enforcement assessments, collection costs, attorney's fees, and paralegal fees. The certificate shall be subscribed by the president or other ~~chief officer of the unit owners~~ designated representative of the association. ~~The~~

(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 division (C) of this section.

(B)(1) The lien ~~provided for by~~ described in division (A)(1) of this section is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the unit owners association by ~~its~~ the president or other chief officer of the association pursuant to authority given to ~~him~~ that individual by the board of ~~managers~~ directors. ~~In the~~

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

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

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

(5) A mortgage on a unit may contain a provision that secures the mortgagee's advances for the payment of the portion of the common expenses chargeable against the unit upon which the mortgagee holds the mortgage.

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

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

Sec. 5311.19. (A) All unit owners, their tenants, and all persons lawfully in possession and control of any part of the a condominium property, and the unit owners association of a condominium property shall comply with all covenants,

conditions, and restrictions set forth in a deed to which they are subject or in the declaration, ~~the bylaws of the unit owners association, or administrative~~ the rules and regulations adopted pursuant to of the provisions thereof unit owners association, as any of the same may be lawfully amended from time to time, and violations thereof. Violations of those covenants, conditions, or restrictions shall be grounds for actions brought by the unit owners association, by a unit owner or unit owners, or by both the unit owners association or any unit owner to commence a civil action for damages or, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

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

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

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

Sec. 5311.20. In any action relating to the common ~~areas and facilities~~ elements or to any right, duty, or obligation possessed or imposed upon the unit owners association; by statute or otherwise, the unit owners association may sue or be sued as a separate legal entity. In any ~~such~~ action of that nature, service of summons or other process may be made upon the unit owners association by serving the ~~same process~~ personally upon the president or other chief officer thereof or upon the person designated representative of the unit owners association named in the declaration as the person to receive service of process therefor, or the person named as statutory agent of the association if it is an incorporated entity, or by leaving the same process at the residence or place of business of such a person set forth named in the declaration or named as statutory agent. Any ~~such~~ action brought by or on behalf of the unit owners association shall be pursuant to authority granted by ~~its~~ the board of managers directors.

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

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

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

(C) A fiduciary for a unit owner or of the estate of a unit owner may vote as though ~~he~~ the fiduciary were the unit owner when ~~he~~ the fiduciary has furnished to the unit owners association proof, satisfactory to it, of ~~his~~ the fiduciary's appointment and qualification as: an executor under the last will of a deceased unit owner; an administrator of the estate of a deceased unit owner; a guardian, committee, or conservator of the estate of a ward minor or incompetent who is a unit owner; a trustee in bankruptcy of a unit owner; a statutory or judicial receiver or liquidator of the estate or affairs of a unit owner; or an assignee for the benefit of creditors of a unit owner.

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

Sec. 5311.23. (A) A declarant, developer, agent, or unit owner, or any person entitled to occupy a unit ~~of a condominium property~~ is liable in damages in a civil action for ~~damages~~ harm caused to any person or to the unit

owners association by ~~his~~ that individual's failure to comply with any lawful provision of the condominium instruments.
Any

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

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

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

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

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

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

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

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

(B) A sale or offer to sell a condominium ownership interest does not exist when a reservation agreement is entered into that does not legally require a prospective purchaser to purchase a condominium ownership interest and under which the prospective purchaser may relinquish all rights and receive a full refund of all deposits, without penalty, at any time prior to entering into a contract to purchase a condominium ownership interest.

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

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

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

(b) A contract that permits withdrawals of a deposit or down payment for the purposes described in division (A)(2)(a)

of this section shall include the following legend conspicuously printed or stamped in boldface type on the contract's first page and immediately above the signature of the purchaser: "Purchaser acknowledges that, pursuant to this contract, the developer may withdraw and then use for construction and development of the condominium property any deposit or down payment that the purchaser makes prior to closing."

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

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

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

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

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

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

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

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

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

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

(2) For more than one year subsequent to that an assumption of control unless such a contract or agreement is renewed by a vote of the unit owners pursuant to the bylaws required by section 5311.08 of the Revised Code; any other contract executed prior to that assumption of control, except for contracts for necessary utility services.

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

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

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

workmanship commencing.

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

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

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

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

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

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

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

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

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

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

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

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

development unless ~~he~~ the developer or agent provides the prospective purchaser a condominium development disclosure statement that discloses fully and accurately to each prospective purchaser of the interest all material circumstances or features affecting the development, ~~by preparing and providing to each prospective purchaser in~~ a readable and understandable written statement of such circumstances or features. The statement shall not intentionally omit any material fact or contain any untrue statement of a material fact and shall contain all of the following:

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

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

(C) A general disclosure of the following:

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

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

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

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

(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;

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

(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:

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

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

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

(4) The monthly cost of utilities;

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

(G) ~~In the case of~~ For a conversion condominium development, the offering price of each unsold unit or type of unsold unit and 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~~ The 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~~ Any limits on the inspection shall be stated in the report;

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 5311.27. (A)(1) In addition to any other remedy available, a contract or agreement for the sale of a condominium ownership interest that is executed in violation of section 5311.25 or 5311.26 of the Revised Code shall be voidable by the purchaser ~~for a period until the later of fifteen days after the date of contract is entered into for sale of the condominium ownership interest or fifteen days after the date upon which the purchaser executes a document evidencing receipt of the information required by section 5311.26 of the Revised Code, whichever occurs later.~~ Upon except that in no case is the contract or agreement voidable after the title to the condominium ownership interest is conveyed to the purchaser.

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

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

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

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

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

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

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

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

~~(4)(a)~~ Bring an action to obtain a declaratory judgment that an act or practice of a developer violates section 5311.25 or 5311.26 of the Revised Code or the condominium instruments, or to enjoin a developer who is violating or threatening to violate ~~such those~~ those sections or instruments;

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

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

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

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

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

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

Sec. 5721.35. (A) Upon the sale and delivery of a tax certificate, ~~such the~~ the tax certificate vests in the certificate holder the first lien previously held by the state and its taxing districts under section 5721.10 of the Revised Code for the amount of taxes, assessments, interest, and penalty charged against a certificate parcel, superior to all other liens and encumbrances upon the parcel described in the tax certificate, in the amount of the certificate redemption price, except liens for delinquent taxes, assessments, penalties, interest, charges, and costs that attached to the certificate parcel prior to the attachment of the lien being conveyed by the sale of such tax certificate. With respect to the priority

as among such first liens of the state and its taxing districts for different years, the priority shall be determined by the date such first liens of the state and its taxing districts attached pursuant to section 323.11 of the Revised Code, with first priority to the earliest attached lien and each immediately subsequent priority based upon the next earliest attached lien.

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

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

(a) Possession;

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

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

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

