

CONDOMINIUM ACT

CHAPTER 825 OF THE CONNECTICUT GENERAL STATUTES
(Revised through the 2007 legislative session)

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§ 47-67. **Repealed. (1979, P.A. 79-602, § 132.)**

§ 47-68. **Repealed. (1976, P.A. 76-308, § 35, eff. Jan. 1, 1977.)**

§ 47-68a. **Short title: Condominium Act of 1976. Definitions.** This chapter shall be known as the "Condominium Act of 1976". As used in this chapter, unless the context otherwise requires:

- (a) "Condominium" means real property and any incidents thereto and interests therein, lawfully submitted to this chapter by the recordation of condominium instruments pursuant to the provisions of this chapter.
- (b) "Unit" means a part of the property including one or more rooms or designated spaces located on one or more floors or a part or parts thereof in a building, intended for any type of independent use, and with a direct exit to a public street or highway or to common elements leading to such street or highway.
- (c) "Unit owner" means the person or persons owning a condominium unit or leasing a unit in a leasehold condominium, as hereinafter provided, and an undivided interest in the common elements specified and established in the declaration and the heirs, executors, administrators, successors and assigns of such person or persons, and a mortgagee or lienholder holding both legal and equitable title.
- (d) "Condominium instruments" means the declarations, bylaws, survey maps and plans recorded and filed pursuant to the provisions of this chapter. Any exhibit, schedule, or certification accompanying a condominium instrument and recorded or filed simultaneously therewith shall be deemed an integral part of that condominium instrument. Any amendment or certification of any condominium instrument shall, from the time of the recordation or filing of such amendment or certification, be deemed an integral part of the affected condominium instrument, so long as such amendment or certification was made in accordance with the provisions of this chapter.
- (e) "Common elements" means all portions of the condominium other than the units.
- (f) "Recreation facilities" means that portion of the common elements intended for recreational, social and similar community use by the unit owners.
- (g) "Limited common elements" means and includes those common elements designated in the declaration as reserved for the use of a certain unit or units to the exclusion of other units.

- (h) "Common expenses" means and includes:
- (1) Expenses of administration, maintenance, repair or replacement of the common elements;
 - (2) expenses declared common expenses by provisions of this chapter or by the condominium instruments;
 - (3) expenses agreed upon as common expenses by the association of unit owners and lawfully assessed against the unit owners in accordance with the condominium instruments;
 - (4) reasonable reserves established for the repair or replacement of capital improvements, or improvements with more than a single year life.
- (i) "Common profits" means the balance of all income, rent, profits and revenues from the common elements remaining after the deduction of the common expenses.
- (j) "Majority" or "majority of unit owners" means the owners of more than fifty per cent of the voting power in a condominium unit owners' association. Any specified percentage of unit owners, unless otherwise stated, means such percentage in the aggregate of such voting power.
- (k) "Person" means an individual, corporation, limited liability company, partnership, association, trustee or other entity capable of holding an interest in real property or any combination thereof.
- (l) "Property" means and includes the land, all buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, which have been or are intended to be submitted to the provisions of this chapter.
- (m) "Declarant" means the person or persons who execute the declaration or on whose behalf the declaration is executed. From the time of the recordation of any amendment to the declaration expanding an expandable condominium, all persons who execute such amendment or on whose behalf such amendment is executed shall also come within this definition. Any successors of the persons referred to in this subsection who acquire fee simple title to condominium units or title to leasehold condominium units and who come to stand in the same relation to the condominium as their predecessors or by whom rights of the declarant reserved in the condominium instruments which are different from other unit owners, other than rights to maintain model units and sales offices, have been exercised shall

also come within this definition, except that each successor shall be responsible only for

- (1) prospective performance from the date a successor became a successor under covenants and agreements in the condominium and other instruments affecting the property which run with the land and which are recorded on the land records of the town within which the condominium is situated, and in accordance with the representations with regard to the construction and improvement of the condominium property in any public offering statement delivered to a purchaser as required by section 47-71b,
 - (2) obligations expressly assumed,
 - (3) warranties on the buildings and common elements, or the portions thereof, constructed by any successor after the date on which such successor became a successor, and
 - (4) the acts and omissions of such successor, and any liability arising therefrom, from the date such successor became a successor.
Notwithstanding the foregoing, no lending institution as a successor after acquisition of title to a condominium by foreclosure of a mortgage or acceptance of a deed in lieu thereof, shall be responsible for performance in accordance with any different representations in any public offering statement subsequent to the first public offering statement delivered to the first purchaser of a unit in the condominium unless written consent thereto of the lending institution shall be attached to each subsequent public offering statement, and if no such consent is attached, each subsequent public offering statement shall identify the different representations and state that if the lending institution becomes a successor it shall not be responsible for performance in accordance with such different representations. No declarant shall make any different representations in any public offering statement subsequent to the first public offering statement delivered to the first purchaser of a unit in the condominium with regard to the construction and improvement of the condominium property unless such construction and improvement has been completed prior thereto.
- (n) "Unit number" means the number, letter, or combination thereof, designating the unit in the condominium instruments.
- (o) "Association of unit owners" means all of the unit owners acting as a group in accordance with the condominium instruments.

- (p) "Building" means a structure or structures containing one or more units and comprising a part of the property.
- (q) "Improvements" means any construction on or in any land included in the condominium, including, but not limited to, roads, buildings, poles, wires, sewers, drains, clubhouses, swimming pools, tennis courts, man-made lakes, ponds and watercourses.
- (r) "Purchaser" means any person or persons who acquire, or enter into a nonbinding reservation agreement, bond for deed or contract for the purchase of, a condominium unit, including any person or persons who acquire or enter into a contract for the right to occupy a nonresidential condominium unit as a lessee in exchange for an initial payment to the seller of greater than twice the periodical payments and periodical payments thereafter.
- (s) "Board of directors" means an entity consisting of natural persons elected by the unit owners to direct the operation of the condominium.
- (t) "Officer" means any member of the board of directors or official of the unit owner's association.
- (u) "Offer" means any inducement, solicitation or attempt to encourage any person or persons to acquire any legal or beneficial interest in a condominium.
- (v) "Nonbinding reservation agreement" means an agreement between the declarant and a purchaser which is in no way binding on the purchaser and which may be cancelled without penalty at the sole discretion of the purchaser by written notice to the declarant or to any agent of the declarant at any time prior to the formation of a contract for sale of a condominium unit or an interest therein. Such agreement shall not contain any provision for waiver or any other provision in derogation of the rights of the purchaser as contemplated by this definition, nor shall any such provision be a part of any ancillary agreement.
- (w) "Size" means the number of cubic feet, or the number of square feet of ground or floor space, within each unit as computed by reference to the survey and plans and rounded off to a whole number. Certain spaces within the units including, without limitation, attic, basement, and garage space may but need not be omitted from such calculation or partially discounted by the use of a ratio, so long as the same basis of calculation is employed for all similar units in the condominium, and so long as that basis is described in the declaration.
- (x) "Conversion condominium" means a condominium containing structures which were wholly or partially occupied more than six months before the recording of

the declaration by persons other than those holding a contract for the purchase of a unit therein.

- (y) "Expandable condominium" means a condominium to which additional land may be added in accordance with the provisions of the declaration and of this chapter.
- (z) "Warranty deed" includes a warranty deed, executor's deed, administrator's deed, committee deed, or a deed ordered by any court of competent jurisdiction.
- (aa) "Nonresidential condominium" means property submitted to the provisions of this chapter which contain no residential units other than units occupied by superintendents, janitors and like maintenance personnel.
- (bb) "Lessee" means a unit owner of an undivided interest in a leasehold on a fee which has been submitted to the provisions of this chapter.
- (cc) "Leasehold condominium" means property submitted to the provisions of this chapter by the fee owner, whereby unit leases are issued for a period not less than fifty years and provided, in a residential leasehold condominium, such lease provides that the lessee shall have the option to purchase the fee simple title to the demised property during the term of the lease at a price stated or by a method stated for subsequent determination of the total price.

§ 47-69. Repealed. (1976, P.A. 76-308, § 35, eff. Jan. 1, 1977.)

§ 47-70. Declaration. Covenants, easements and liens on conveyances limited.

- (a) The declaration shall contain the following information:
 - (1) The name by which the condominium is to be identified, which name shall include the word "condominium" or be followed by the words, "a condominium";
 - (2) A description of the land on which the buildings and improvements are, or are to be, located together with the title of and reference to a survey of such land prepared and certified substantially correct by a licensed surveyor or engineer and filed prior to or simultaneously with such declaration and the plans for the buildings and improvements constructed or to be constructed thereon, as more fully described in section 47-71;

- (3) A description of each building constructed or to be constructed on the condominium property, or appurtenant to such property, stating for each such building the number of stories and basements, the number of units and the principal materials of which it is, or is to be, constructed;
 - (4) A general description of each unit, including its location, approximate area, and any other data necessary for its proper identification;
 - (5) A description of the common elements, together with a designation of those portions of the common elements that are limited common elements and the unit or units to which the use of each is restricted; or the method of determining to which unit or units the use of each is restricted;
 - (6) The percentage of undivided interest in the common elements appertaining to each unit and its owner and the method of apportioning the same, as provided in section 47-74. The total percentage of the undivided interests of all of the units shall equal one hundred;
 - (7) The percentages of common expenses and common profits appertaining to each unit and its owner, as provided in section 47-74;
 - (8) The name of the association of unit owners and whether or not it is incorporated, and the name of a person to receive service of process in the cases hereinafter provided;
 - (9) The bylaws of the association of unit owners;
 - (10) Any further details in connection with the property which the persons executing the declaration may deem desirable to set forth consistent with this chapter;
 - (11) The method by which the declaration may be amended, consistent with the provisions of this chapter;
- (b) If the condominium is an expandable condominium the declaration shall also contain the following:
- (1) The explicit reservation of an option to expand the condominium;
 - (2) A statement of any limitations on that option, including, without limitation, a statement as to whether the consent of any unit owners shall be required, and if so, a statement as to the method whereby such consent shall be ascertained; or a statement that there are no such limitations;

- (3) A time limit, not exceeding seven years from the recording of the declaration, upon which the option to expand the condominium shall expire, together with a statement of the circumstances, if any, which will terminate that option prior to the expiration of the time limit so specified;
- (4) A description of all land that may be added to the condominium, henceforth referred to as "additional land";
- (5) A statement as to whether, if any of the additional land may be added to the condominium, all of it or any particular portion of it must be added, and if not, a statement of any limitations as to the portions which may be added or a statement that there are no such limitations;
- (6) A statement as to whether portions of the additional land may be added to the condominium at different times, together with any limitations fixing the boundaries of those portions or regulating the order in which they may be added to the condominium;
- (7) A statement of any limitations as to the locations of any improvements that may be made on any portions of the additional land added to the condominium, or a statement that no assurances are made in that regard;
- (8) A statement of the maximum number of units that may be created on the additional land. If portions of the additional land may be added to the condominium and the boundaries of those portions are fixed in accordance with subdivision (6) of this subsection, the declaration shall also state the maximum number of units that may be created on each such portion added to the condominium. If portions of the additional land may be added to the condominium and the boundaries of those portions are not fixed in accordance with subdivision (6) of this subsection, then the declaration shall also state the maximum number of units per acre that may be created on any such portion added to the condominium;
- (9) A statement, with respect to the additional land and to any portion or portions thereof that may be added to the condominium of the maximum percentage of the aggregate land and floor area of all units that may be created thereon that may be occupied by units not restricted exclusively to residential use;
- (10) A statement of the extent to which any structures erected on any portion of the additional land added to the condominium will be compatible with structures on the submitted land in terms of quality of construction, the

principal materials to be used, and architectural style, or a statement that no assurances are made in those regards;

- (11) A description of all other improvements that will be made on any portion of the additional land added to the condominium, or a statement that no assurances are made in that regard;
 - (12) The name of the condominium shall include "an expandable condominium";
 - (13) If under this subsection (b) a statement that there are no limitations, no termination of rights, no assurances given, or no maximum amount of land is designated, there shall also appear on the first page of the condominium declaration following the title, but prior to any text the words in letters which are conspicuously larger than used in the text: "Warning this is an expandable condominium in which there is no assurance or limitation on (hereafter specify the reserved power)." The same words shall conspicuously appear on purchase agreements for units subject to this declaration immediately above the purchaser's signature.
- (c) The declaration may include such covenants and restrictions concerning the use, occupancy and transfer of units as are permitted by law with reference to real property; provided, however, that the rule against perpetuities and the rule restricting unreasonable restraints on alienation shall not be applied to defeat any rights given by the condominium instruments or by this chapter.
- (d) The property submitted to a condominium declaration pursuant to this chapter, other than a nonresidential condominium, shall be conveyed by the declarant to purchasers in fee simple absolute, subject only to covenants, easements and liens, limited as follows:
- (1) Property reservation which land developers commonly convey or dedicate to local bodies, public or private utilities or other easements, for the purpose of bringing utilities to or through the condominium, access to or through the condominium, and drainage to, from, and through other land in the vicinity of the condominium, and drainage to, from and through other land in the vicinity of the condominium;
 - (2) Taxes and assessments imposed by any public body having authority to assess and tax property, or by a property owners' association, which under law constitute liens before they are due and payable;

- (3) Mutually beneficial property restrictions which would be enforceable by other owners in the subdivision or project of which the condominium is a part for more than five years after the first declaration in a planned project. Such restrictions shall not give declarant or any other person more power per unit owned than that which is proportionately equal to his fraction of the number of similar units planned or constructed in such subdivision or project, and the property shall not be subject to leasehold or reversionary interest.

§ 47-70a. Amendment of declaration or bylaws.

- (a) The declaration shall be amended only by vote of two-thirds of the unit owners, and the bylaws shall be amended by vote of a majority of unit owners, at any meeting of the unit owners' association duly called for either purpose, following written notice to all unit owners and their mortgagees appearing on the records of the association, except that if such amendment whether of the declaration or of the bylaws directly or indirectly changes the boundaries of any unit, the undivided interest in the common elements appertaining thereto, the liability for common elements appertaining thereto, the liability for common expenses or rights to common profits appertaining thereto, or the number of votes in the unit owners' association appertaining thereto, such amendment shall require the affirmative vote of seventy-five per cent of the unit owners and shall, in addition, require the consent of the mortgagees of at least seventy-five per cent of the units subject to mortgage.
- (b) The declarant may require a unit owner or purchaser to execute and to deliver to the declarant a power of attorney or other document assigning to the declarant the right of a unit owner to vote on the amendment of condominium instruments pursuant to subsection (a) of this section, provided such power of attorney or other document shall be exercised or implemented only to amend the condominium instruments for the purpose of adding additional land in an expandable condominium pursuant to section 47-71a, and to reallocate the undivided interests in the common elements resulting from such expansion pursuant to subsection (c) of section 47-74, and the power of attorney or other document shall be expressly so limited.
- (c) Notwithstanding any other provision of this chapter or the condominium instruments, the designation of the agent for the service of process named in the declaration may be changed from time to time by recording in the land records wherein the declaration is recorded the instrument for designation of an agent for service of process, which if the association is incorporated, shall be a copy of the instrument transmitted to the Secretary of the State or if not incorporated, an instrument including the same information as such an instrument for designation

of agent. In addition, the instrument for designation shall refer to the volume and first page of the original condominium instruments and a marginal notation thereon shall be made by the town clerk of such change.

§ 47-71. Recording of declaration and other instruments.

- (a) The owner or owners of any property in the state may submit such property to the provisions of this chapter by filing or recording on the land records of the municipality or municipalities in which the property is located condominium instruments that comply with the provisions of this chapter.
- (b) The declaration and all condominium instruments filed or recorded by the declarant with or pursuant to the declaration shall be filed or recorded and shall not be of legal effect until filed or recorded on the land records of the municipality in which the property lies. Such instruments shall be indexed in the grantor volume under the name of the declarant and in the grantee volume under the name of the condominium, and shall contain a reference to the file number of the plans of the buildings and improvements comprising the condominium created thereby. In the event the land records contain separate grantor indexes for persons and corporations, the name of such condominium shall be indexed in the grantee volume for corporations.
- (c) After any of the original condominium instruments has been modified or amended a total of five times, the board of directors shall prepare a restatement of such condominium instrument, incorporating all modifications and amendments to date, which instrument shall be recorded forthwith.
- (d) Simultaneously with the recording of the original declaration, if not previously filed, there shall be filed in the office of the town clerk of the municipality in which the condominium is located one or more surveys of the land submitted to the provisions of this chapter, showing
 - (1) the boundary of the property and the immediate boundary of adjoining streets or highways to which the property has access;
 - (2) the location and dimensions of any existing improvements;
 - (3) the intended location and dimensions of any proposed improvements which are to be located within the condominium property;
 - (4) to the extent feasible, the location and dimensions of all easements granted by or to the condominium;

- (5) any encroachments by or on any portion of the condominium property;
 - (6) the distances between parcels constituting the condominium property, if any parcels are not contiguous;
 - (7) to the extent then known, the location and dimensions of any parcels which may be added to the condominium property pursuant to section 47-70, labeling each such parcel as an expansion parcel and, if there is more than one such parcel, identifying each parcel with an identifying letter or number, distinguishable from the letters or numbers used to identify individual units, and, where such expansion parcel is noncontiguous to the existing condominium property, the distance between each such expansion parcel and the existing condominium property. The specification within this subsection of matters to be shown on the survey shall not be construed to exclude other matters customarily shown or hereafter required for land title surveys.
- (e) There shall also be filed plans of every building which contains or constitutes all or any part of any unit or units, and which is located on any portion of the condominium parcel. Such plans shall show the approximate dimensions, floor area and location of each unit in each such building; the location and approximate dimensions of the limited common elements and common elements appertaining to each such building; and the elevation, or average elevation, in case of minor variances, above sea level, or from a fixed known point, of the upper and lower boundaries of each unit delineated on the plans. Such plans shall state the name of the condominium and shall bear a verified statement of a registered architect or licensed professional engineer certifying that the plans are an accurate copy of portions of the plans filed with the building official appointed pursuant to section 29-260. Each unit shall be designated on the condominium plans by a letter or number, or a combination of them, or other appropriate designation. In the event the plans are modified, new plans shall be prepared and filed, containing all the identifications and references of the original plans, numbered identically to the original plans, filed therewith and designated "unit ownership--plans modified (indicate date)."
- (f) When adding additional land to an expandable condominium, the declarant shall file with the town clerk a new survey or surveys conforming to the requirements of subsection (d) of this section.
- (g) Each conveyance of any legal interest in a unit shall be recorded and indexed similarly to the conveyance of any interest in real property. No instrument conveying or purporting to convey such an interest shall be effectual against any

other person but the grantor and his heirs unless recorded on the land records of the municipality in which the property lies.

- (h) If the condominium instruments create any restraint on free alienability of the condominium units including but not limited to a right of first refusal, the condominium association shall, during the month of January in each year, record on the land records of the municipality or municipalities where such condominium is located, a certificate setting forth the names of the president, secretary and treasurer of such association, their terms of office and the mailing address to which requests for approval of transfers or leases shall be sent.
- (i) Each condominium association shall, during the month of January in each year record on the land records of the municipality or municipalities where such condominium is located, a certificate setting forth the name and address of the insurance agency or agencies servicing the insurance policies required under section 47-83 and the expiration date of such policies. The information required by this subsection and by subsection (h) of this section may be included in a single certificate where appropriate.

§ 47-71a. Expansion of condominiums. No condominium shall be expanded except in accordance with the provisions of the declaration and of this chapter. Expansion shall be deemed to have occurred at the time of the recording of surveys and plans pursuant to subsection (f) of section 47-71, together with an amendment to the declaration, duly executed by the declarant, including, without limitation, all of the owners of the additional land added to the condominium. Such amendment shall contain a description of the land added to the condominium and shall reallocate undivided interests in the common elements in accordance with the provisions of subsection (c) of section 47-74.

§ 47-71b. Public offering statement. A public offering statement, issued pursuant to section 47-74f, shall disclose fully and accurately the characteristics of the condominium and shall make known to prospective purchasers all unusual and material circumstances or features affecting such condominiums. The public offering statement shall include the following:

- (1) The name and principal address of the declarant and the condominium;
- (2) a narrative description of the condominium, stating the total number of units to be sold and rented; and the total number of units that may be included in the condominium by reason of future expansion or merger of the condominium by the declarant;

- (3) copies of any management contract of agreement affecting the use, maintenance or access of all or part of any condominium with a brief narrative statement of the effect of each such agreement upon a purchaser, and a statement of the relationship, if any, between the declarant and the managing agent or firm;
- (4) a general description of the status of construction, zoning site plan approval, issuance of building permits, or compliance with any other state or local statute, ordinance or regulation affecting the condominium;
- (5) the significant terms of any encumbrances, easements, liens and matters of title affecting the condominiums;
- (6) the significant terms of any financing offered by the declarant to purchasers of units in the condominium;
- (7) the provisions of any warranties, including the warranties required by section 47-74e, on the units and common elements;
- (8) a schedule of the common expenses appertaining to each unit to be paid initially by each unit owner, during the twelve-month period following initial occupancy of the first unit to be sold to a unit owner other than the declarant, the total of which charges shall not be increased during such twelve-month period by more than ten per cent over the total of all charges set forth in such schedule, unless a majority of the unit owners other than the declarant, voting at a meeting duly called for that purpose, approve such increase;
- (9) whether membership in, or use of, the recreation facilities is, or is to be available to persons other than unit owners, and, if so, the terms and conditions of such use or membership;
- (10) a statement that the purchaser may cancel the nonbinding reservation or contract for the disposition, as the case may be, pursuant to subsections (b) and (c) of section 47-74f;
- (11) if the disposition of a condominium unit is to be in the form of an agreement by the declarant to lease the unit to the purchaser in exchange for a lump sum initial payment, a copy of the proposed lease from which the actual lease may deviate only as to identity and type of unit, price and periodic rental;
- (12) copies of instruments which will be delivered to the purchaser to evidence his interest in the condominium unit and any other agreements which the purchaser will be required to sign;

- (13) after all the statements required in this subsection have been included, a statement in substantially the following form which at the declarant's option may be in boldface type or capital letters: THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS PURCHASE CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE;
- (14) in a leasehold condominium, a schedule of the lease rentals to be paid by each unit owner during the full lease term, the basis for such rental, the method to be used for subsequent determination of any increases of lease rentals, and the total amount to be paid by each unit owner at the time of the exercise of the option to purchase the fee simple title to the demised property.

§ 47-72. Deeds of units. Leases. Conveyance of title from declarant to any unit or leasehold other than to a successor declarant, or other than by mortgage, judicial proceedings, foreclosure, or proceedings or deed in lieu of foreclosure, shall be by warranty deed or lease, conveying to the purchaser of such unit an indefeasible title in fee simple absolute or leasehold estate to the unit and to the percentage of undivided interest in the common elements appertaining to the unit, subject only to covenants, easements and liens pursuant to section 47- 70 and shall not reserve to the seller or to any third party any leasehold or reversionary interest in a fee simple condominium. Deeds or leases of units shall include the following particulars:

- (a) A description of the land as provided in section 47-71 or the date, title of and reference to the survey describing such land;
- (b) The date of the effective declaration, and all effective amendments thereto, and the volume and page of the land records where recorded;
- (c) The identification of the unit in the declaration;
- (d) Any further details which the grantor and grantee may deem desirable to set forth consistent with the condominium instruments and this chapter.

§ 47-73. Unit as real property. Each unit, together with its undivided interest in the common elements, shall for all purposes constitute real property.

§ 47-73a. Boundaries, encroachments and easements.

- (a) The existing physical boundaries, as defined in the condominium instruments, of any unit or common element constructed or reconstructed in substantial

conformity with the condominium plans shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any building and regardless of minor variations between the physical boundaries as described in the declaration or shown on the condominium plan and the existing physical boundaries of any such unit or common element. This presumption applies only to encroachments within the condominium.

- (b) If any portion of any common element encroaches on any unit or if any portion of a unit encroaches on any common element, as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands. The purpose of this section is to protect the unit owners, except in cases of wilful and intentional misconduct by them or their agent or employees, and not to relieve the declarant or any contractor, subcontractor, or materialman of any liability which any of them may have by reason of any failure to adhere substantially to the survey maps and plans.
- (c) If any part of a condominium is destroyed partially or totally as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then is reconstructed as authorized in this chapter, encroachment of any condominium unit on any common element, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance of them shall exist so long as the building stands.
- (d) Subject to any restrictions and limitations the condominium instruments may specify, the declarant and the association of unit owners shall have a transferable easement over and on the common elements for the purpose of making improvements on the condominium parcel and any additional land pursuant to the provisions of those instruments and of this chapter, and for the purpose of doing all things reasonably necessary and proper in connection therewith.
- (e) The declarant and his duly authorized agents, representatives, and employees may maintain sales offices and model units on the condominium parcel if and only if the condominium instruments provide for the same and specify the rights of the declarant with regard to the number, size, location and relocation thereof. Any such sales office or model unit which is not designated a unit by the condominium instruments shall become a common element as soon as the declarant ceases to be a unit owner, and the declarant shall cease to have any rights with regard thereto unless such sales office or model unit is removed forthwith from the condominium parcel in accordance with a right reserved in the condominium instruments to make such removal.

- (f) The conveyance or other disposition of a condominium unit shall include and grant, and be subject to, any easement arising under the provisions of this section without specific or particular reference to the easement.

§ 47-74. Rights of unit owners.

- (a) Each unit owner shall be entitled to the exclusive ownership and possession of his unit.
- (b) (1) Each unit owner shall own an undivided interest in the common elements, in the percentage expressed in the declaration. Such percentage shall be computed on any of the following bases, or a combination thereof, provided that the declaration shall fully set forth the manner in which the percentage appertaining to each unit is ascertained:
 - (A) The fair value of each unit at the date of the declaration in relation to the fair value of all the units having an interest in the common elements;
 - (B) the size of each unit, as shown in the plans filed with the condominium instruments, in relation to the size of all of the units having any interest in the common elements; or
 - (C) that the percentage appertaining to each unit, or to each unit within separate classifications, is to be identical.
- (2) The declaration may contain provisions relating to the appropriation, taking or condemnation by eminent domain by a federal, state or local government, or instrumentality thereof, including, but not limited to, reapportionment or other change of the common interest appurtenant to each unit or portion thereof remaining after a partial appropriation, taking or condemnation. The percentage of the undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.
- (3) The common elements shall remain undivided and no unit owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of this chapter and any covenant or provision in the condominium instruments or other document to the contrary shall be null and void, provided, that the unit owners may vote to sever all or part of the recreation facilities from

the common elements and convey the same to a nonstock corporation pursuant to section 47-74c.

- (4) Each unit owner may use the common elements in accordance with the purpose for which they were intended, without hindering or encroaching upon the lawful rights of the other unit owners and, except as provided in the condominium instruments, the common elements shall be subject to mutual rights of support, access, use and enjoyment by all unit owners. Any portion of the common elements designated as limited common elements shall be used only by the owner or owners of the unit or units to which their use is limited in the condominium instruments, provided, that any unit owner of a unit to which the use of any limited common element is restricted may lease or license the use of the limited common element to any other unit owner, for an initial period of not more than one year.
 - (5) The necessary work of maintenance, repair and replacement of the common elements and the making of any additions or improvements thereto shall be carried out only as provided herein and in the declaration and in the bylaws.
 - (6) The declarant and the association of unit owners shall have the right, to be exercised by their duly authorized agents, to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units and the condominium instruments may contain such reasonable rules and regulations for the administration of this provision as the privacy and the protection of such units and their contents from burglary or larceny and from fire or other casualty may require.
- (c) The undivided interests in the common elements within any land added to the condominium pursuant to section 47-71a shall not be allocated until surveys and plans showing the same are recorded pursuant to said section 47-71a. Simultaneously with the recording of such survey and plans, the declarant shall execute and record an amendment to the declaration reallocating undivided interests in the common elements so that the units shown on such survey and plans shall be allocated undivided interests in the common elements on the same basis as the units shown on the survey and plans recorded simultaneously with the declaration pursuant to section 47-71.

§ 47-74a. Board of directors of unit owners association. Election by unit owners other than declarant; when. Declarant to relinquish control; when.

- (a) When unit owners other than the declarant own more than one-third of the units in the condominium, they shall be entitled to elect not less than one-third of the members of the board of directors of the unit owners' association. Unit owners other than the declarant shall elect not less than a majority of the members of the board of directors of the unit owners' association not later than five years after the date of the recording of the original declaration, and, prior to the expiration of such five-year period, shall be entitled to elect not less than a majority of the members of the board of directors upon the happening of the earlier of the following two events:
- (1) Sale by declarant of sixty per cent of the units in the condominium or
 - (2) completion of seventy-five per cent of the units in the condominium, with some such units having been sold, but no more than six units having been sold in the six-month period preceding the call for an election pursuant to subsection (b) hereof. All references in this subsection to "units in the condominium" shall mean the aggregate of the units shown in the survey and plans filed with the original declaration pursuant to section 47-71 and the units shown in the survey and plans filed with any amendment to the declaration covering additional lands added to the condominium property, prior to the date on which the requisite proportion of units is attained. The declarant shall be entitled to designate not less than one member of the board of directors of the unit owners' association so long as he holds for sale in the ordinary course of business ten per cent or more of the units in such condominium.
- (b) At any time after unit owners other than the declarant are entitled to elect a member or members of the board of directors of an association, the association shall call and give not less than thirty nor more than forty days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the association fails to do so.
- (c) So long as the declarant owns ten per cent or more of the units in the condominium for sale in the ordinary course of business, no action may be taken by the association that would be detrimental to the sales of units by the declarant without written agreement thereto by the declarant; provided that an increase in assessments for common expenses or imposition of any special assessment without discrimination against the declarant shall not be deemed to be detrimental to the sale of units.

- (d) Within thirty days after unit owners other than the declarant elect a majority of the members of the board of directors of an association, the declarant shall relinquish control of the association and shall deliver to the association all property of the unit owners and of the association held by or controlled by the declarant, including without limitation the following items, as to each condominium operated by the association:
- (1) The original or a certified copy or a photocopy of the recorded condominium declaration, provided if a photocopy is delivered, such photocopy shall reflect the recording information and shall be certified by an affidavit executed by the declarant as a true and complete copy of the actual recorded declaration; the association articles of incorporation, if it be an incorporated association; bylaws; minute books and other books and records of the association, if any; and any house rules and regulations which may have been promulgated;
 - (2) resignations of officers and members of the board of directors who may be required to resign by reason of the requirement that the declarant relinquish control of the association;
 - (3) an accounting or accountings for association funds. Such accounting or accountings shall have been audited by an independent certified public accountant. The declarant shall be liable to the association for all funds of the association that are not properly expended and which were collected during the period of time that the declarant controlled the board of directors of the association;
 - (4) association funds or control thereof;
 - (5) all of declarant's tangible personal property that has been represented by the declarant in brochures or other writings to be a part of the common elements, or that is necessary for, and has been used exclusively in, the operation and enjoyment of the common elements, or that is property of the association, and inventories of these properties;
 - (6) a copy of the plans and specifications utilized in the construction of the improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, in condominiums for which building permits have been issued after January 1, 1977, with respect to such buildings together with a certificate in affidavit form of the declarant that such plans and specifications are substantially to the best of the knowledge, information and belief of the declarant, the actual plans and specifications

utilized in and about the construction and improvement of the condominium property and for the construction and installation of the mechanical components thereof and a certificate or certificates in affidavit form of one or more architects or engineers authorized to practice in the state that the plans and specifications referred to in each such certificate represent to the best of the knowledge, information and belief of each such architect or engineer the actual plans and specifications utilized in and about the construction and improvement of the condominium property and for the construction and installation of the mechanical components thereof, or of the portions of such condominium property or mechanical components described in each certificate. The declarant's certificate shall also state that the one or more architect's or engineer's certificates cover all of such plans and specifications. In the event that the construction of the improvements shall have been completed more than three years before the property shall have been declared a condominium, then the requirements of this subdivision shall not apply. If, however, the improvements on the condominium property submitted to condominium ownership shall have been substantially rehabilitated, renovated or remodeled within three years prior to the recording of the condominium declaration, then the requirements of this subdivision shall apply to the plans and specifications used in connection with such work;

- (7) all insurance policies then in force, in which the unit owners, the association, or its directors and officers are the named assured;
- (8) copies of any certificates of occupancy which may have been issued with respect to any improvements comprising the condominium;
- (9) any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or which were issued within one year prior to the date on which unit owners other than the declarant took control of the association;
- (10) written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective;
- (11) a roster of unit owners and mortgagees and their addresses and telephone numbers, if known, as shown on the declarant's records;
- (12) employment contracts in which the association is or is to be one of the contracting parties;

- (13) service contract in which the association is or is to be one of the contracting parties or service contract in which the association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services;
- (14) one or more architect's or engineer's certificates certifying to the best of the knowledge, information and belief of each such architect or engineer that the portions of the common elements, for which building permits have been issued after January 1, 1977, referred to in each such certificate have been constructed substantially in accordance with the plans and specifications therefor and a certificate of the declarant that the one or more architect's or engineer's certificates delivered cover all common elements described in such plans and specifications, and that the common elements have been constructed substantially in accordance with the plans and specifications for which such certificates are required and the representations with regard thereto made by the declarant in the disclosures required by this chapter;
- (15) the requirements of subdivisions (6) and (14) of this subsection shall not apply to condominium property constructed prior to January 1, 1977.

§ 47-74b. Limitation on grants, reservations and contracts made by declarant or declarant-controlled association.

- (a) Except for covenants, liens and easements permitted by subsection (d) of section 47-70, any grant or reservation made by or pursuant to the condominium instruments, and any contract made by the declarant or by an association prior to assumption of control of the association by unit owners other than the declarant that provides for management, maintenance or operation of the condominium, or of any common elements serving the unit owners or available to them, shall expire not more than five years from the date of the recording of the original declaration, unless extended by vote of a majority of the unit owners other than the declarant. Any such grant, reservation or contract may be cancelled prior to its stated expiration date, or amended, notwithstanding any provision to the contrary therein, by the unit owners' association by vote of a majority of the unit owners other than the declarant. Such action may be taken by the association at any duly held meeting upon the expiration of three months from the date on which unit owners other than the declarant assume, or have the right to assume, control of the association under subsection (a) of section 47-74a, and shall take effect not less than sixty days from the date of the meeting at which such action is taken. Such meeting may be called and notice given by a unit owner if the association fails to do so.

- (b) The declarant shall not establish any corporation or other instrumentality, or require the execution of any writing, having as its purpose or effect the continuation of control by the declarant, or the continuance of any grant, reservation or contract, after action by the unit owners other than the declarant to assume control and to terminate any such grant, reservation or contract, except for covenants, liens and easements permitted by subsection (d) of section 47-70 and the establishment of any such corporation or instrumentality, or the execution or enforcement of any such document, shall be a violation of this chapter.

§ 47-74c. Declarant not to retain ownership interest in recreational facilities.

The declarant shall not retain ownership of, and lease or otherwise require payment for the use of the recreation facilities nor shall the declarant convey such recreation facilities to any person other than to the unit owners of the condominium served by such recreation facilities, which shall be common elements of the condominium within which they are located or which they serve; provided any condominium may provide by its condominium instruments that by affirmative vote of the unit owners at any time after the unit owners other than the declarant have assumed or have the right to assume control of the unit owners' association under section 47-74b, all or part of the recreational facilities serving such condominium shall be conveyed to a nonstock corporation organized under chapter 602, the board of directors of which shall be composed exclusively of unit owners of the condominium served by such recreational facilities.

§ 47-74d. Architect's or engineer's certificate required. Declarant's certificate. Escrow account.

- (a) With respect to buildings for which building permits have been issued after January 1, 1977, if a declarant contracts to sell a unit that has been completed, such declarant shall provide the purchaser with one or more architect's or engineer's certificates certifying to the best of the knowledge, information and belief of each such architect or engineer that the building in which such unit is located, or the portions thereof described in each certificate, has been constructed substantially in accordance with the plans and specifications referred to in each such certificate, except for the equipping of any other units in such building. The declarant shall also provide the purchaser with a certificate by the declarant that the one or more architect's or engineer's certificates provided to the purchaser cover all of such plans and specifications and that such building has been completed in accordance with the representations made by the declarant in the disclosures required by this chapter. The requirements of this section shall not apply to condominium units constructed prior to January 1, 1977.
- (b) With respect to units in buildings for which building permits have been issued after January 1, 1977, and with respect to common elements of the condominium within which such units are situated, without regard to any expansion of the condominium at the option of the declarant, if a declarant contracts to sell a unit

that has not been completed or equipped or whose common elements have not been completed, equipped or landscaped substantially in accordance with the plans and specifications and representations made by the declarant in the disclosures required by this chapter, and if there is no payment and performance bond in the amount of the construction contract price that covers such completion, equipping or landscaping, the declarant shall establish an escrow with a bank or trust company having trust powers, an attorney who is a member of the bar in this state, or a title company authorized to do business in this state, with whom shall be deposited all payments received by the declarant from the buyer of such unit upon the sale price of the unit, until the amount deposited shall equal ten per cent of the sale price. The funds so escrowed may be deposited in separate accounts, or in common escrow or trust accounts, or commingled with other escrow or trust moneys handled by or received by the escrow agent. The conditions for the release of funds from the escrow shall conform to the following:

- (1) One-half of such funds shall be disbursed to the declarant at the closing of the sale of the unit, provided the certificates required under subsection (a) of this section have been delivered to the buyer of such unit or, if the unit is not completed or equipped at the closing of the sale of the unit, the buyer and the declarant may otherwise agree as to the disbursement of such funds and the time within which such certificates shall be so delivered. If prior to such disbursement the escrow agent has received from the purchaser written notice of a rescission pursuant to section 47-74f, all funds so deposited by or to the account of such purchaser shall be returned to the purchaser free of all costs of escrow.
- (2) One-half of such funds shall be held by the escrow agent as security for the completion of the common elements and shall be released upon delivery by the declarant to the escrow agent of a written certificate from one or more architects or engineers certifying to the best of their knowledge, information and belief that the common elements, or the portions thereof described in each certificate for which building permits were issued after January 1, 1977, have been completed substantially in accordance with the plans and specifications referred to in each such certificate and a certificate of the declarant that the common elements have been completed in accordance with the representations made by the declarant in the disclosures required by this chapter, and in accordance with the plans and specifications used in the completion of the common elements and the declarant shall also deliver to the escrow agent, and the escrow agent may rely on, a certificate of the declarant that the one or more architect's or engineer's certificates delivered to the escrow agent cover all of the common elements described in such plans and specifications for which such certificates are required. Any liability of the escrow agent shall

terminate upon delivery of such architect's or engineer's and declarant's certificates to such agent and such agent's payment of the escrow funds to the declarant. If the common elements have not been completed within five years after issuance of the first certificate of occupancy on any building in the condominium for which the building permit was issued after January 1, 1977, the balance of the escrow funds shall be refunded to the unit owners' association.

- (3) If the escrow funds earn interest, the interest shall be paid to the declarant if and when he is entitled to receive the principal or paid to the purchaser if he properly voids the contract and is entitled to return of the principal or to the unit owners' association if and when entitled thereto. The reasonable expenses incurred by the escrow agent in discharging his duties shall be an expense of the escrow.
- (4) Escrow funds shall not be subject to attachment by the creditors of either the declarant or the purchaser.
- (c) If a declarant who is required by this section to establish the escrow required by this section fails to do so, or if such declarant, or any person acting on behalf of the declarant, procures the wrongful release of any escrow funds to the declarant or to a third party, with intent to defraud the purchaser, the person responsible shall be deemed guilty of embezzlement and upon conviction shall be punished in the manner provided by law.
- (d) No architect or engineer who has a legal or equitable ownership interest in a condominium may issue a certificate in accordance with this section with respect to such condominium.

§ 47-74e. Implied warranties.

- (a) An implied warranty of fitness and merchantability shall attach
 - (1) to each building or other improvement completed not more than two years prior to, or at any time after, the date of the recording of the original condominium instruments; and
 - (2) to the personal property that is transferred with or is appurtenant to each of such buildings or other improvements. For the purpose of this section, completion of a building means issuance of a final certificate of occupancy or the equivalent authorization issued by the governmental body having jurisdiction.

- (b) This implied warranty shall inure to the benefit of each unit owner and his successors, and to the benefit of the declarant, as follows:
 - (1) As to the roof and structural components of a building or other improvement, and as to mechanical, electrical and plumbing components serving a building or improvement, as distinguished from mechanical components serving only a unit, there shall be the following warranties:
 - (A) From the declarant for the period beginning with the date of the first occupancy or use of a building or improvement by a unit owner other than the declarant, and ending one year thereafter;
 - (B) from the contractor, subcontractors and suppliers for a period of one year from the completion of construction or installation.
 - (2) As to all other components of a building or other improvement there shall be the following warranties:
 - (A) From the declarant for a period of one year from the date of the closing of a sale of a unit or from the date of first occupancy of the unit, whichever shall first occur, as to such unit and the limited common elements appurtenant thereto, and as to all other buildings and real estate improvements beginning with the date of first use of the same by a unit owner other than the declarant;
 - (B) from the contractor, subcontractors and suppliers, as to each building or other improvement, for a period of one year from the completion of construction thereof.
- (c) The warranties herein provided may be asserted by a unit owner or by the unit owners' association on its own behalf or on behalf of one or more unit owners, and shall be conditioned upon the performance of routine maintenance.

§ 47-74f. Nonbinding reservation agreements. Cancellation.

- (a) No declarant may dispose of any interest in a condominium unit unless he delivers to the purchaser a current public offering statement, on or before the date on which a nonbinding reservation agreement is signed by the purchaser. Said nonbinding reservation agreement shall be expressly and without qualification effective for at least fifteen days from the date on which the purchaser signs it.
- (b) No declarant may dispose of any interest in a condominium unit to a purchaser who has not signed a nonbinding reservation agreement for said unit unless he

delivers to such purchaser a current public offering statement, on or before the date on which the purchaser signs a contract for disposition of said unit. Any contract signed by such a purchaser shall be expressly and without qualification subject to cancellation by the purchaser in the same manner as a nonbinding reservation agreement.

- (c) Cancellation of contracts for the disposition of a condominium unit shall be by notice to the declarant, sent by certified mail, return receipt requested, or by hand delivery.
- (d) Failure to comply with this section shall be grounds for action by a purchaser against the noncomplying declarant for rescission, damages or injunctive relief or for any other relief to which the purchaser may be entitled. No action may be commenced enforcing the rights contained in this section unless commenced and a notice filed on the land records within fifteen days from the date on which the purchaser signed a contract for the disposition of the unit which is the subject of the violation asserted. If any such action results in a final judgment or decree in favor of the party instituting such action, such judgment or decree may incorporate a provision for reasonable attorney's fees as specified in such judgment or decree, to be paid by the party against whom such decree is entered.

§ 47-75. Obligations of unit owners. Limit on liability of unit owner.

- (a) Each unit owner, and the association of unit owners, shall comply with this chapter, the condominium instruments, and the rules and regulations adopted pursuant thereto. Failure to so comply shall be ground for an action to recover damages or for injunctive relief, or for any other relief to which the party bringing such action may be entitled. Such action may be brought by the association of unit owners against any unit owner or owners or, in any proper case, by one or more aggrieved unit owners on their own behalf or as a class action. If any such action results in a final judgment or decree in favor of the party instituting such action, such judgment or decree may incorporate a provision for reasonable attorney's fees, as specified in such judgment or decree, to be paid by the party against whom such judgment or decree is entered.
- (b) No unit owner shall do any work which may jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement, right, appurtenance or other interest constituting a common element without the unanimous consent of all the other unit owners.
- (c) Except in proportion to his percentage interest in the common elements, no unit owner, officer or director of the association shall be personally liable for

- (1) damages resulting from injuries arising upon or in connection with the common elements, solely by virtue of his ownership of a percentage interest therein; or
- (2) liabilities incurred by the association of unit owners, its directors and its agents.

§ 47-75a. Resale of unit by person other than declarant.

- (a) In the event of any resale of a condominium unit by a unit owner other than the declarant, such owner shall obtain from the unit owners' association and furnish to the purchaser, prior to the settlement date of the disposition, the following:
 - (1) Appropriate statements pursuant to subsection (b) of section 47-87 and, if applicable, subsection (c) of this section;
 - (2) a statement of any capital expenditures anticipated by the unit owners' association within the twelve months next following the date of the statement;
 - (3) a statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the board of directors.
- (b) The principal officer of the unit owners' association or such other officer or officers as the condominium instruments may specify, shall furnish the statements prescribed by subsection (a) hereof upon the written request of any unit owner within fifteen days of the receipt of such request.
- (c) If the condominium instruments create any rights of first refusal or other restraints on free alienability of the condominium units, such rights and restraints shall be void unless the condominium instruments make provision for promptly furnishing to any unit owner or purchaser requesting the same, within fifteen days after the association acts on such request but not longer than forty days, a recordable statement certifying to any exercise, waiver of, or failure or refusal to exercise, such rights and restraints, in all cases where such exercise, waiver, failure or refusal does in fact occur. Failure or refusal to furnish such a statement within forty days after delivery of a written request by a unit owner or purchaser in accordance with the provisions of the condominium instruments shall make all such rights and restraints inapplicable to any disposition of a condominium unit in contemplation of which such statement was requested. Any such statement shall

be binding on the association of unit owners and every unit owner. No action may be commenced enforcing such right unless commenced and a notice recorded on the land records within six months of the recording of such conveyance.

§ 47-76. Allocation of profits and expenses.

- (a) The common profits of the condominium shall be distributed among the unit owners according to the percentage of the undivided interest in the common elements or be credited to their assessments for common expenses according to the stated percentage, or be used for any other purpose as the association of unit owners decides.
- (b) Funds for the payment of current common expenses and for the creation of reserves for the payment of future common expenses and funds for improvements, replacements and additions shall be obtained by assessments against the unit owners in proportion to their percentage interests in the common elements; provided any declarant who owns a unit occupied by a holdover tenant may increase the rent of such tenant only by the amount of any such assessment for the payment of current common expenses not already included in the rent.
- (c) Except as provided otherwise by the condominium instruments, any expenses associated with the maintenance, repair, renovation, restoration or replacement of any limited common element shall be common expenses, provided no expenses for repairs or reconstruction of units which occur prior to the original sale of the unit by the declarant shall be considered as a common expense.
- (d) To the extent that the condominium instruments expressly so provide, any other costs incurred by the association caused by the negligence or wilful misconduct of any unit owner or his licensee or invitees, or for a specific service rendered to a unit owner which is different from services regularly rendered to all unit owners, shall be specially assessed against said unit owner in accordance with such reasonable provisions as the condominium instruments may make for such cases.

§ 47-77. Assessment of common expenses. Liens and foreclosure.

- (a) All sums assessed by the association of unit owners, but unpaid, for the share of the common expenses chargeable to any unit shall constitute a lien on such unit prior to all other liens, except only
 - (1) tax liens on the unit in favor of any assessing authority and special district, including any state and federal tax liens, and

(2) all sums unpaid on mortgages of record. Such lien shall exist from the due date of the assessment as established by the association of unit owners, and shall be perfected by filing a notice of lien signed by an officer of the condominium on the land records of the municipality in which the property lies, and by leaving a true and attested copy thereof with the unit owner against whom such lien is claimed or at his usual place of abode, or, if such unit owner resides outside the municipality in which the property lies, by mailing such copy to him at the place where he resides. Such notice of lien shall contain the address of the property, volume and page of record of the declaration, the name of the record owner of the unit, the unit designation, the amount due and the date when due. Such lien shall be limited and discharged in accordance with sections 49-39 and 49-40a. Such lien may be foreclosed by suit by the association in like manner as a mortgage of real property, and shall include reimbursement for costs and reasonable attorneys' fees. Any officer or agent of the condominium, acting on behalf of the unit owners, shall have power, unless prohibited by the declaration, to bid in the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same in the name of the association of unit owners. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

(b) Where a mortgagee or a purchaser at a foreclosure sale obtains title to a unit, such acquirer of title, his heirs, successors and assigns, shall not be liable for the entire unpaid share of the common expenses or assessments by the association of unit owners chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer, but such expenses or assessments, if not fully satisfied out of the proceeds of such sale, shall become common expenses collectible from all of the unit owners, including such acquirer, his heirs, successors and assigns.

§ 47-78. Owner may not exempt himself from liability.

(a) No unit owner may exempt himself from liability for payment of the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of the unit against which the assessments are made, except if every unit owner is so exempted from the payment of all or part of the common expenses.

(b) A declarant shall become liable as a unit owner for payment of his share of the common expenses commencing on the day of the recordation of the original declaration and shall remain liable for his share of the common expenses, so long as the declarant owns a unit in the condominium.

§ 47-79. Collection of taxes and assessments.

- (a) Taxes, assessments, including special assessments, and other charges of this state or of any political subdivision, or of any special improvement district, or any other taxing or assessing authority shall be assessed against and collected on each individual unit, each of which shall be carried on the tax books as a separate and distinct entity for that purpose and not on the building or property as a whole. Neither the building, the property nor any of the common areas and facilities shall be deemed to be a parcel, but each unit shall be deemed to have an undivided interest therein and assessments against any such unit shall include such proportionate undivided interest. In the event the land or the building, including common areas and facilities, is separately owned, and leased to the unit owner for a period of not less than fifty years and such lease, duly recorded, provides that the lessee shall pay all such taxes, such unit and its percentage of undivided interest in the common areas and facilities shall be deemed to be a parcel and shall be separately assessed and taxed in the name of the lessee.
- (b) No forfeiture or sale for delinquent taxes may be made other than against the individual unit on which the taxes are delinquent and no forfeiture or sale of the improvements or the property as a whole for delinquent real property taxes, special assessments or charges shall ever divest or in any manner affect the title to any individual unit so long as the real property taxes and duly levied share of special assessment charges on the individual unit are currently paid.

§ 47-80. Bylaws.

- (a) The administration of every condominium shall be governed by bylaws, a copy of which shall be annexed to the declaration and recorded as a part thereof. No modification of or amendment to the bylaws shall be of legal effect until set forth in an amendment to the declaration and such amendment is recorded.
- (b) Each residential unit in the condominium, other than in a nonresidential condominium, shall be entitled to a vote in the unit owners' association in proportion to its interest in the common elements established pursuant to subsection (b) of section 47-74. If a unit is owned by more than one person, the bylaws shall set forth the method by which the vote attributable to such unit is to be cast and counted.
- (c) The bylaws shall provide for the following:
 - (1) The election from among the unit owners of a board of directors, the number of persons constituting and the term of office of such board; a provision that the terms of at least one-third of such board shall expire

annually; the powers and duties of the board; the compensation, if any, of the directors; the method of removal from such board; the powers of the board in engaging the services of a manager or managing agent; provided,

(A) during the first five years following the recording of the declaration pursuant to the provisions of this chapter and so long as the declarant is the owner of any units, the bylaws may provide for a board of directors which consists of persons other than unit owners and

(B) the bylaws may provide that a unit owner's spouse, having no ownership interest, may be a director if such spouse is a resident of the condominium;

- (2) the method of calling meetings of the unit owners; and the percentage, if other than a majority, of unit owners which shall constitute a quorum;
- (3) the qualifications of the officers of the association, and their powers, duties, manner of selection and removal and term and compensation, if any;
- (4) maintenance, repair and replacement of the common elements and payments therefor, including the method of approving payment vouchers;
- (5) the manner of assessing against and collecting from the unit owners their share of the common expenses;
- (6) designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements;
- (7) the method of adopting and amending administrative rules and regulations governing the details of the operation and use of the common elements;
- (8) such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements as are not set forth in the declaration, designed to prevent unreasonable interference with the use of their respective units and of the common elements by the several unit owners;
- (9) such provisions governing the alienation, conveyance, sale, leasing, purchase, ownership and occupancy of units as are deemed desirable;

- (10) such provisions for the establishment of reserves to provide for maintenance, improvements, replacements, working capital, bad debts, depreciation, obsolescence, and similar purposes as are deemed desirable, except that for a conversion condominium, provisions for reserves for capital expenditures shall be required;
 - (11) the manner by which the bylaws may be modified or amended, consistent with the provisions of this chapter, provided that no amendment shall be contrary to the requirements of this section;
 - (12) other provisions deemed necessary for the administration of the condominium consistent with this chapter.
- (d) Notwithstanding the provisions of section 47-90c, a condominium unit owners' association may adopt or amend its bylaws to provide that a unit owner's spouse, having no ownership interest, may be a director if such spouse is a resident of the condominium.

§ 47-80a. Powers of unit owners' association. Except to the extent prohibited by the condominium instruments, and subject to any restrictions and limitations specified therein, the unit owners' association, whether incorporated or unincorporated, shall have the power to:

- (a)
 - (1) Employ, dismiss and replace agents and employees to exercise and discharge the powers and responsibilities of the association;
 - (2) make or cause to be made additional improvements on and as a part of the common elements;
 - (3) grant or withhold approval of any action by one or more unit owners or other persons entitled to occupancy of any unit which would change the exterior appearance of any unit or of any other portion of the condominium, or elect or provide for the appointment of an architectural control committee to grant or withhold such approval;
 - (4) acquire, hold, convey and encumber title to real property, including, but not limited to, condominium units and the common elements appurtenant thereto, recreation facilities and personal property;
 - (5) sue and be sued in any court, appear on behalf of all unit owners before any officer, agency, board, commission or department of the state or any political subdivision thereof and appeal from any judgments, orders, decisions or decrees rendered by the same; and

- (6) grant easements through the common elements and accept easements benefiting the condominium or any portion thereof. The foregoing enumeration of powers shall not be construed to prohibit the grant by the condominium instruments of other powers and responsibilities to the unit owners' association, or to divest a unit owners' association incorporated as a stock corporation under chapter 601 or any predecessor statutes thereto, or as a nonstock corporation under chapter 602 or any predecessor statutes thereto, of any powers which it may exercise thereunder.
- (b) Notwithstanding any provision of the condominium instruments to the contrary, at any meeting of the unit owners to consider the final adoption or ratification of any proposed budget for the condominium, or on a day prior to such meeting, the board of directors shall provide a reasonable opportunity for all unit owners to express their views concerning the proposed budget before its adoption or ratification. At least one copy of the proposed budget shall be available for inspection at such meeting.

§ 47-81. Accounting records. Audit.

- (a) The declarant and the association shall maintain accounting records according to generally accepted accounting practices. Such records shall include:
 - (1) A record of all receipts and expenditures;
 - (2) an account for each unit which shall designate the name and address of each unit owner, the amount of each assessment, the dates on which the assessment comes due, the amounts paid on the account, and the balance due;
 - (3) a record of the actual cost, irrespective of discounts and allowances, of the maintenance of the common elements;
 - (4) an accurate account of the current balance in the reserve for replacement and for emergency repairs.
- (b) (1) Records maintained by the declarant, by the association or by the manager, including but not limited to, minutes of meetings and voting records of the board of directors, shall be made available for examination and copying by any unit owner, or the unit owner's duly authorized agent, at the expense of the unit owner, during normal business hours upon the request of such unit owner or agent.

- (2) Notwithstanding any provision of the condominium instruments to the contrary, at least fourteen days prior to entering into any loan agreement on behalf of the association of unit owners, the board of directors shall
 - (A) disclose in writing to all unit owners the amount and terms of the loan and the estimated effect of such loan on any assessment for common expenses, and
 - (B) afford the unit owners a reasonable opportunity to submit written comments to the board of directors with respect to such loan.
- (c) From the date of the recording of the declaration until the declarant relinquishes control of the association pursuant to subsection (d) of section 47-74a he shall cause to have prepared a certified audit of the books of the condominium by a certified public accountant not less than once in every calendar year which shall be available for examination by the unit owners. Thereafter on the written petition of unit owners of not less than twenty-five per cent of the units then completed, a certified audit by an independent certified public accountant shall be made, but not more than once in any consecutive twelve-month period; provided the cost of the audit shall be a common expense.

§ 47-82. Liens against units.

- (a) Subsequent to recording the declaration as provided in this chapter, and while the property remains subject to this chapter, liens or encumbrances shall arise or be created only against each unit and the percentage of undivided interest in the common areas and facilities appurtenant to such unit, in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership, provided no labor performed or materials furnished with the consent or at the request of a unit owner or his agent shall be the basis for the filing of a mechanic's lien against the unit or any other property of any other unit owner not expressly consenting to or requesting the same, except that such express consent shall be deemed to be given by the owner of any unit in the case of emergency repairs thereto. Labor performed or materials furnished for the common areas and facilities, if authorized by the association of unit owners, the manager or board of directors, pursuant to the declaration or bylaws, shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a mechanic's lien against each of the units and shall be subject to the provisions of subsection (b) of this section.
- (b) If a lien against two or more units becomes effective, the owner of any such unit may remove his unit and his percentage of undivided interest in the common areas

and facilities appurtenant to his unit from the lien by payment of the fractional or proportional amount attributable to his unit. Such individual payment shall be computed by reference to the percentages appearing in the declaration. Subsequent to any such payment, discharge or other satisfaction, such unit and the percentage of undivided interest in the common areas and facilities appurtenant thereto shall thereafter be free and clear of the lien so paid, satisfied or discharged. Such payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any unit and the percentage of undivided interest in the common areas and facilities appurtenant thereto not so paid, satisfied or discharged.

§ 47-83. Insurance. The declarant and the association of unit owners, by its board of directors, manager or other authorized agent shall, without prejudice to the right of each unit owner to insure his own unit for his own benefit, obtain for the condominium the following forms of insurance:

- (1) A master policy affording fire, extended coverage and additional perils in an amount sufficient for repair or replacement of the buildings and improvements, or portions of the buildings and improvements that in whole or in part comprise the common elements, with reasonable deductibles and coinsurance clause as the board of directors deems appropriate; and
- (2) a liability master policy, in an amount specified by the condominium instruments, covering the unit owners' association, the board of directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of the foregoing, and all unit owners and other persons entitled to occupy any unit or other portion of the condominium. The declarant and the association, by its board of directors, the managing agent or other authorized agent, shall obtain such other policies as may be required or authorized by the condominium instruments, or as the unit owners may by vote direct, including, without limitation, workers' compensation insurance, liability insurance on motor vehicles owned by the association and nonowned and rented vehicles, officers' and directors' indemnity policies, flood insurance in the event the condominium is located in a flood hazard area, as defined and determined by the National Flood Insurance Act, as amended (USC 42 Section 4101, P.L. 93-234, and specialized policies covering lands or improvements in which the unit owners' association has or shares ownership or other rights. When any policy or instrument has been obtained by or on behalf of the declarant or the unit owners' association, written notice thereof and of any subsequent changes in values or limits therein or termination thereof shall be promptly furnished to each unit owner. All insurance coverage obtained for the condominium under this section shall be written in the name of the association of unit owners, for the benefit of each of the unit owners and their mortgagees as their interests may appear in the percentages of their undivided

interest in the common elements established in the condominium instruments. To the extent required by the condominium instruments, the cost of such insurance coverage shall be assessed against the units in proportion to risk. Otherwise, premiums shall be common expenses. Losses may be made payable to a trustee for restoration or distribution for the benefit of such unit owners and mortgagees as their interest may appear.

§ 47-84. Repairs.

- (a) Except as hereinafter provided, damage to or destruction of any building or improvement located on the condominium parcel or serving the condominium shall be promptly repaired and restored by the declarant or the association, using the proceeds of insurance, if any, on such building or improvement for that purpose and all costs for repair or reconstruction in excess of available insurance proceeds, regardless of whether such excess is the result of the application of a deductible under insurance coverage, shall be a common expense.
- (b) If the condominium is damaged to the extent of two-thirds of its then replacement cost, and three-fourths of the unit owners and the holders of mortgage liens affecting at least three-quarters of the units vote not to proceed with repair or restoration, the property remaining shall be deemed to be owned in common by the unit owners, and each unit owner shall own that percentage of the undivided interest in common as he previously owned in the common elements. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the unit owner in the property; and the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in accordance with their interests therein, after first paying all liens out of each of the respective interests.

§ 47-85. Repealed. (1976, P.A. 76-308, § 35, eff. Jan. 1, 1977.)

§ 47-86. Owners, tenants and employees bound by chapter.

- (a) All unit owners, tenants of such owners, employees of owners and tenants, or any other persons who may in any manner use property or any part thereof submitted to the provisions of this chapter shall be subject to this chapter and to the declaration and bylaws of the association of unit owners.
- (b) All agreements, decisions and determinations lawfully made by the association of unit owners in accordance with the voting percentages established in this chapter, the declaration or bylaws, shall be binding on all unit owners.

§ 47-87. Liability for mortgages, liens and assessments on conveyance of unit.

- (a) At the time of the first conveyance of each unit, except by foreclosure or deed in lieu thereof, or from the declarant in which conveyance the rights and obligations of the declarant are assumed, every mortgage and other lien, except such as are not yet due and payable as permitted by subsection (d) of section 47-70, affecting such unit, including the percentage of undivided interest of the unit in the common elements, shall be paid and satisfied of record, or the unit being conveyed and its percentage of undivided interest in the common elements shall be released therefrom by recorded partial release.
- (b) The grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the unit owners' association setting forth the amount of such unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

§ 47-88. Removal of property from application of chapter. Resubmission of property.

- (a) The unit owners may remove a property from the provisions of this chapter by recording an instrument to that effect, containing the signature of ninety per cent of the unit owners, provided the holders of all liens affecting any of the units consent thereto or agree, in either case by recorded instruments, that their liens be transferred to an undivided interest in the property.
- (b) Upon removal of the property from the provisions of this chapter, the unit owners shall own the property as tenants in common with undivided interests equal to the percentage of undivided interests in the common elements owned by each such owner immediately prior to the recordation of the instrument referred to in subsection (a) of this section. As long as such tenancy in common continues, each unit owner shall have an exclusive right of occupancy of that portion of such property which formerly constituted his or her unit.
- (c) Upon removal of the property from the provisions of this chapter, any rights the unit owners may have to the assets of the unit owners' association shall be in proportion to their respective undivided interests in the common elements immediately prior to the recordation of the instrument referred to in subsection (a) of this section.

- (d) The removal provided for in this section shall not bar the subsequent resubmission of the property to the provisions of this chapter, by an instrument signed by the same percentage of unit owners and mortgagees as specified in subsection (a) of this section for removal.

§ 47-88a. Consolidation of condominiums.

- (a) Two or more condominiums established pursuant to chapter 825 of the general statutes, revision of 1958, revised to 1975, or established pursuant to this chapter, may, by agreement pursuant to this section, merge the operations and activities of their respective associations of unit owners into a single association of unit owners, with the powers, obligations and responsibilities of such association under this chapter.
- (b) The merger agreement may only take effect following the agreement in writing of three-fourths of the unit owners and the mortgagees of three-fourths of the units subject to mortgage of each condominium.
- (c) The vote of the unit owners in the resultant association shall be pursuant to subsection (b) of section 47-80.
- (d) The percentage interests in the common elements assigned to each unit of each condominium shall remain unchanged, and the title, description and separate character of each condominium shall remain unchanged.
- (e) The amended bylaws, and if necessary the declaration, shall be recorded on the land records in the same manner as required for other amendments.
- (f) The agreement for merger shall include such terms and conditions as may be necessary to effectuate the merger, and not otherwise inconsistent with this chapter or any provision of the general statutes. Notwithstanding the provisions of subsection (a) of section 47-90c, amended bylaws shall conform to the provisions of this chapter even if an affected condominium was declared prior to January 1, 1977.
- (g) The resultant association shall have the power to assess common charges and distribute common profits on all member unit owners in the same manner and based upon the same percentage interest in the common expenses and profits of each condominium as its predecessor associations.

§ 47-88b. Conversion condominiums: Requirements for conversion.

- (a) **Public offering statement requirements.** Any declarant of a conversion condominium shall include in his public offering statement, in addition to the requirements of section 47-71b the following:
- (1) A specific statement of the amount of any initial or special condominium fee due from the purchaser on or before settlement of the purchase contract and the basis of such fee.
 - (2) Information on the actual expenditures made on all repairs, maintenance, operation or upkeep of the subject building or buildings within the last three years, set forth tabularly with the proposed budget of the condominiums and cumulatively broken down on a per unit basis in proportion to the percentage of the undivided interest in the common expenses allocated to each unit by the condominium instruments. If such building or buildings have not been occupied for a period of three years then the information shall be set forth for the maximum period such building or buildings have been occupied.
 - (3) A description of the provisions made in the budget for adequate reserves for capital expenditures and an explanation of the basis for such reserves as required by section 47-88e.
 - (4) A statement of the declarant, certified by a professional engineer registered or exempted under chapter 391, as to the present conditions of all structural and major mechanical components in the condominium which statement shall include the approximate dates of construction, installation and major repairs, and the expected useful life of each item, together with the estimated cost, in current dollars, of replacing each of the same.
- (b) **Notice to tenants.** In the case of a conversion condominium, the landlord or developer shall give at least one hundred eighty days notice to each of the tenants of the building or buildings which are to be submitted to the provisions of this chapter. Such notice shall be hand-delivered or sent by certified mail, return receipt requested, and shall inform tenants of:
- (1) The owner's intent to create a conversion condominium;
 - (2) the exclusive right of each tenant to contract for the purchase of his unit during the first ninety days;

- (3) the right of each tenant to remain in his unit for one hundred eighty days or until the expiration of his lease;
 - (4) the possibility of relocation assistance and the address and phone number for information concerning such assistance;
 - (5) the availability of state financial assistance to assist a tenant in the purchase of his unit; and
 - (6) whether the declarant is offering or arranging any special financing. Such notice shall be accompanied by a copy of the public offering statement containing the information required by section 47-71b and subsection (a) of this section.
- (c) **Purchase of unit by tenant.** Termination of tenancy. For a period of ninety days after the thirty-day period established under subsection (j) of this section, each of the said tenants shall have the exclusive right to contract for the purchase of the unit he occupies. Any tenants who do not exercise said option shall be entitled to remain in the premises under their existing leases, subject to all the terms and conditions contained therein, except that upon the filing of the declaration said lease shall be considered assigned to the declarant. After receiving such notice a tenant may abandon his unit and terminate his tenancy without incurring any liability for such early termination of his rental agreement provided he gives one month's advance notice to the landlord. At the option of the tenant, any lease which expires within such one hundred eighty-day period shall be extended to the end of such period and no increase in rent may take effect during such period.
- (d) **Failure to conform to provisions of this section.** Except pursuant to a purchase agreement for a unit, any provision in a contract, lease or other undertaking which allows a landlord or developer at his option to cancel and terminate such contract, lease or other undertaking upon the conversion of the property to the condominium form of ownership without conforming to the notice and option requirements of this section is hereby declared to be unenforceable and contrary to public policy.
- (e) **Evidence of proper notice.** Any declarant of a conversion condominium shall, in addition to the requirements of subsection (a) of this section, include with the condominium instruments a copy of the notice set forth in subsection (b) of this section and a certified statement that such notice, fully complying with the provisions of subsection (b) of this section, was, prior to the time of the recording of the declaration of condominium, mailed or delivered to each of the tenants in the building or buildings to be converted.

- (f) **Filing with Department of Economic and Community Development.** Any declarant of a conversion condominium shall, in addition to the filing required by section 47-71, file with the Department of Economic and Community Development within one hundred twenty days of the giving of the notice required by subsection (b) of this section:
- (1) A copy of the declaration and the public offering statement submitted to each tenant and
 - (2) a sworn statement that each tenant who is entitled to receive notice under subsection (b) of this section and has not exercised his option to buy has received the notice required by subsection (b) of this section and has received relocation assistance which has included information on the availability of alternate housing, financing programs and federal, state and municipal housing assistance and the availability of moving and relocation expenses under section 47-88d, or that reasonable efforts have been made to provide such relocation assistance to such tenant. If at the time of such filing all of the tenants have not received notice under subsection (b) of this section, the declarant shall file subsequent sworn statements with the department within one hundred twenty days of the date notice was given to a tenant. The department shall charge a fee of two dollars per unit converted for such filing. The Commissioner of Economic and Community Development shall adopt regulations in accordance with chapter 54 within ninety days of May 7, 1980, to determine the type of information to be included in such relocation assistance.
- (g) **Eviction prohibited.** No eviction proceedings shall be brought against any of the occupants resident in any building or group of buildings converted to condominium ownership pursuant to this section within the term of any existing lease or within the one-hundred-eighty-day period provided for under subsection (b) of this section, whichever is later, for failure to purchase or any other reasons applicable to termination of tenancy other than nonpayment of rent or similar justifiable reasons ordinary to landlord rights where a lease exists assuring quiet enjoyment.
- (h) **Notice of proposed rent increase.** A declarant of a conversion condominium or a unit owner shall give at least sixty days notice of any proposed rent increase to any lessee whose eviction is prohibited under subsection (b) of section 47a-23c. Any such lessee may abandon his unit and terminate his tenancy without incurring any liability for an early termination of his rental agreement provided he gives thirty days notice to the declarant or unit owner.
- (i) **Proof of age, blindness or physical disability.** After the conversion of a

dwelling unit in a building to condominium ownership, the declarant or unit owner, for the purpose of determining if a lessee's eviction is prohibited under subsection (b) of section 47a-23c, may ask any lessee to provide proof of the age, blindness or physical disability of such lessee or any person residing with him, or of the familial relationship existing between such lessee and any person residing with him. The lessee shall provide such proof, including a statement of a physician in the case of alleged blindness or physical disability, within thirty days.

- (j) **Tenants' organization's exclusive right to purchase.** During the first thirty days of the one hundred eighty-day period under subsection (b) of this section, an organization, if any, representing tenants of a building or buildings being submitted to the provisions of this chapter shall have the exclusive right to contract for the purchase of such building or buildings.

§ 47-88c. Separate heating plants required, when.

- (a) In addition to the requirements of section 47-88b for each conversion condominium for which a declaration is filed within sixty days after May 7, 1980, the declarant shall include in his public offering statement a statement of the declarant that each unit has, or will have at the time of the conveyance of title from the declarant to the purchaser, a separate heating plant which shall be a part of the unit.
- (b) Each unit of any conversion condominium for which the declaration is filed on or after November 16, 1979, and within sixty days after May 7, 1980, shall have, at the time of the conveyance of title from the declarant to the purchaser, a separate heating plant which shall be a part of the unit.

§ 47-88d. Reimbursement for moving and relocation expenses. Any declarant of a conversion condominium shall pay moving and relocation expenses to each household which does not purchase its dwelling unit and does not have an adjusted gross income for federal income tax purposes of more than twenty-one thousand dollars, if unmarried, or twenty-five thousand dollars jointly with spouse, if married, in an amount equal to the amount charged for two months' rent for such dwelling unit at the time the conversion was declared or one thousand dollars, whichever is greater.

§ 47-88e. Reserves for capital expenditures. Any declarant of a conversion condominium shall provide in the proposed budget for the condominium adequate reserves for capital expenditures.

§ 47-88f. Applicability of tenants' rights and protections. The provisions of this chapter affording certain rights and protections to tenants of dwelling units converted to a condominium form of ownership shall apply equally to tenants of dwelling units converted to any

other form of planned community ownership.

§ 47-88g. Right of action for aggrieved tenant of conversion condominium. Remedies.

- (a) Any person residing in a dwelling unit which has been or is to be submitted to the provisions of this chapter who claims to be aggrieved by a violation of any provision of subsection (b) of section 47-76, section 47-88b, section 47-88d or subsection (b) of section 47a-23c, or who claims a declarant or unit owner has harassed him or engaged in any other conduct with the purpose of improperly inducing him to vacate the dwelling unit, may bring an action in the superior court for the judicial district in which such person resides.
- (b) In any action brought by a person under this section the court may award to the plaintiff costs and reasonable attorney's fees. The court may, in its discretion, order, in addition to damages or in lieu of damages, injunctive or other equitable relief.

§§ 47-89, 47-90. Repealed. (1976, P.A. 76-308, § 35, eff. Jan. 1, 1977.)

§ 47-90a. Misrepresentations in public offering statements; remedies.

- (a) Any declarant who, in disposing of a condominium unit, makes an untrue statement of a material fact, or who, in disposing of a condominium unit, omits a material fact required to be stated in a public offering statement or necessary to make the statements made not misleading, is liable as provided in this section to the purchaser unless in the case of an untruth or omission it is proved that the purchaser knew of the untruth or omission or that the declarant offering or disposing of a condominium unit did not know and in the exercise of reasonable care could not have known of the untruth or omission, or that the purchaser did not rely on the untruth or omission.
- (b) In addition to any other remedies, the purchaser from a declarant, under subsection (a) of this section, may recover the consideration paid for the unit together with interest at the rate of eight per cent per year from the date of payment, property taxes and common expenses paid, court costs, and reasonable attorney's fees, less an amount equal to the fair market rental for the condominium unit over the period occupied upon tender of the appropriate instruments of reconveyance which instruments reconvey title free and clear of all mortgages and liens, provided the total amount paid or credited to the purchaser shall not be less than the consideration paid for the unit. The fair market rent shall not exceed two-thirds of one per cent per month of the consideration paid for the unit. The purchaser shall pay the amounts of the unpaid principal balance of any mortgages

or liens, together with any accrued interest thereon, or such lesser amounts as the purchaser and the holders of such mortgages and liens may agree upon, provided no prepayment charge shall be due the holders of such mortgages and liens and no restriction on prepayment shall be enforced by such holders.

- (c) Every person who directly or indirectly controls a declarant liable under subsection (a) of this section, every general partner, officer or director of a declarant and every person occupying a similar status or performing a similar function, every employee of the declarant who materially aids in the disposition, and every agent who materially aids in the disposition is also liable jointly and severally with and to the same extent as the declarant, provided the plaintiff sustains the burden of proof that such person knew or, in the exercise of reasonable care expected by such persons in the reasonable exercise of their duties, should have known of the existence of the facts by reason of which the liability is alleged to exist. There is a right to contribution in cases of contract among persons so liable. No person shall be liable under this section whose relationship to the declarant or other person consists solely of rendering professional and other customary services, including, but not limited to:
- (1) An attorney-at-law, architect, land surveyor or engineer;
 - (2) a lending institution which is not a declarant whose relationship to the declarant consists solely of rendering customary banking services and holding a mortgage on all or a portion of the condominium which mortgage, or agreements or instruments relating thereto, may contain mutual covenants and agreements concerning the approval of the condominium instruments and amendments thereto, and regulates the activity of the declarant under the condominium instruments or an officer, director or employee of such lending institution;
 - (3) a real estate broker or salesman whose relationship to the declarant consists solely of rendering services described in subdivision (3) of section 20-311 and other customary services; or (4) a person whose sole involvement in the disposition of a condominium unit occurs subsequent to the date of the act or omission out of which any liability under subsection (a) of this section arises.
- (d) A tender of reconveyance may be made at any time before the entry of judgment.
- (e) A person may not recover under this section in actions commenced more than one year after his first payment of money to the declarant in the contested transaction. Action shall be commenced along with a notice recorded in the land records.

- (f) Any stipulation or provision purporting to bind any person acquiring a condominium unit to waive compliance with this chapter is void.

§ 47-90b. Public offering statement not required, when. Unless the method of offer or disposition is adopted for the purpose of evasion of this chapter, the provisions of sections 47-71b, 47-74f, 47-88b and 47-90a shall not apply to:

- (1) Disposition pursuant to court order;
- (2) dispositions by any government or governmental agency;
- (3) condominiums wherein all declarants, or all persons who are stockholders, partners or members of the declarant entity are, or are to be unit owners and residents of the condominium, and the condominium instruments so state; (4) condominiums in which seventy-five per cent of the units have been sold by the declarant prior to January 1, 1977.

§ 47-90c. Effective date and applicability of chapter.

- (a) Sections 47-68a to 47-81, inclusive, 47-83, 47-84 and 47-87 to 47-90c, inclusive, shall take effect January 1, 1977, and shall apply to all condominiums declared on and after said date except as provided in subsections (b), (c) and (e) of this section, and the provisions of chapter 825, revised to January 1, 1975, in effect on December 31, 1976, shall continue to apply to condominiums declared prior to January 1, 1977, except as provided in subsection (b) of this section.
- (b) Subdivisions (1) to (10), inclusive, and (13) of section 47-71b, section 47-74d, sections 47-74e, 47-74f, 47-75a, 47-88, 47-88b, 47-90a and 47-90b, shall apply to all unsold condominium units in condominiums declared prior to January 1, 1977, provided more than twenty-five per cent of such units in such condominiums were unsold as of said date.
- (c) Sections 47-71b, 47-74b, 47-74c, 47-74d, section 47-74e, 47-74f, 47-75a, 47-88b and 47-90a shall not apply to nonresidential condominiums.
- (d) Nothing in chapter 825 as amended by public act 77-453 shall be deemed to affect the validity of any condominium instruments or any instruments executed by any person pursuant thereto with respect to properties submitted prior to January 1, 1977, to the terms and conditions of chapter 825 nor shall said chapter 825, or public act 77-453 affect any of the rights and obligations of any person under chapter 825 of the general statutes, revision of 1958, revised to January 1, 1975, and such rights shall be available to and such obligations shall be enforceable against any such person at any time either prior to or after January 1, 1977, with

respect to property submitted prior to said date to the terms and conditions of chapter 825 of the general statutes, revision of 1958 as revised to January 1, 1975, except as provided in subsections (b) and (c) of this section.

- (e) Subsection (c) of section 47-71 shall apply to all condominiums regardless of the date such condominium was declared.