Secs. 47-67 and 47-68. Title. Definitions. Sections 47-67 and 47-68 are repealed.
(1963, P.A. 605, S. 1, 2; 1971, P.A. 813, S. 1, 2; P.A. 76-308, S. 35, 36; P.A. 79-602, S. 132.)

Sec. 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 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 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 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 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.
(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.

(P.A. 76-308, S. 1, 36; P.A. 77-453, S. 1, 7; P.A. 95-79, S. 169, 189.)

History: P.A. 77-453 redefined “declarant” to specify successors who “acquire fee simple to condominium units or title to leasehold condominium units”, to add exceptions, to add provision re responsibilities of lending institutions as successors and to add provision prohibiting declarant’s making different representations in public offering statements subsequent to first offering statement except as specified; P.A. 95-79 redefined “person” to include a limited liability company, effective May 31, 1995.

Sec. 47-69. Applicability of chapter. Section 47-69 is repealed.


Sec. 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.

(1963, P.A. 605, S. 10; 1971, P.A. 813, S. 4; P.A. 76-308, S. 4, 36.)

History: 1971 act substituted filing for recording requirement for survey of condominiums; P.A. 76-308 made provisions for expandable condominiums, incorporated the provisions of section 47-90, as revised to 1975, and limited the types of covenants, easements and liens to which other than nonresidential condominiums may be subject at the time of conveyance by the declarant.

Sec. 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.
Sec. 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.

(1963, P.A. 605, S. 12; 1969, P.A. 115, S. 1, 2; 1971, P.A. 813, S. 5; P.A. 76-308, S. 2, 36; P.A. 81-319, S. 1,
6; P.A. 82-356, S. 11, 14.)

History: 1969 act recognized that condominiums could consist of more than one building; 1971 act made
minor technical changes, changing the word “recorded” to “filed”; P.A. 76-308 incorporated the
provisions of section 47-69, as revised to 1975, provided for indexing in the land records, set forth the
information which must be filed with the town clerk with respect to each condominium, and established
what must be filed when adding land to an expandable condominium; P.A. 81-319 added Subsec. (h)
requiring the association to record on the land records the names of the officers, their terms of office
and the mailing address where requests for approval of transfers or leases may be sent if the
condominium instruments create any restraint on alienability of the units, and added Subsec. (i)
requiring the association to record on the land records the name and address of the insurance agency or
agencies servicing the insurance policies and the expiration date thereof; P.A. 82-356 amended Subsec.
(c) to make the requirement of preparing a restatement applicable to “any of” the condominium
instruments.

Sec. 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.

(P.A. 76-308, S. 3, 36.)

Sec. 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.
Sec. 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.

History: 1971 act deleted the requirement that the percentage of undivided interest appertaining to the unit in the common areas and facilities appear in the deed; P.A. 76-308 required that conveyance be by warranty deed or lease and prohibited reservations by the seller or any third party of any leasehold or reversionary interest in a fee simple condominium.

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

History: P.A. 76-308 changed the term “common areas and facilities” to “common elements”.

Sec. 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.

(P.A. 76-308, S. 8, 36.)

Sec. 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.


History: 1971 acts made changes in the method of assessing the common elements; P.A. 76-308 permitted three alternative methods by which the undivided interest in the common elements may be initially determined.

Sec. 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) of this section. As used in this subsection, “units in the condominium” means 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 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.


History: P.A. 77-453 amended Subsec. (d) to clearly distinguish between declarant’s certificates and those of architects or engineers; (Revisor’s note: In 1995 references in Subsec. (d)(6) to “this subsection (6)” were changed editorially by the Revisors to “this subdivision” for consistency with statutory usage).

Sec. 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.

(P.A. 76-308, S. 23, 36; P.A. 96-256, S. 202, 209.)

History: P.A. 96-256 replaced reference to Ch. 600 with Ch. 602, effective January 1, 1997.

Sec. 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 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.

(P.A. 76-308, S. 24, 36; P.A. 77-453, S. 3, 7; P.A. 82-472, S. 163, 183; P.A. 83-28.)

History: P.A. 77-453 added references to engineer’s certificates and added provisions re required certificate by declarant; P.A. 82-472 made a technical change in Subsec. (b) by correcting an internal reference; P.A. 83-28 added Subsec. (d) prohibiting architects or engineers with an ownership interest from issuing a certificate.

Sec. 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.

(P.A. 76-308, S. 25, 36.)

Sec. 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 of 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.

(P.A. 76-308, S. 30, 36.)

Sec. 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 for or 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.

(1963, P.A. 605, S. 7, 8; P.A. 76-308, S. 20, 36.)

History: P.A. 76-308 provided for compliance with chapter 825, the condominium instruments and any rules or regulations adopted pursuant thereto by each unit owner and the association of unit owners and provided for punitive damages for failure to comply.

Sec. 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 in subsection (a) of this section 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.

(P.A. 76-308, S. 26, 36; P.A. 10-32, S. 142.)

History: P.A. 10-32 made technical changes in Subsec. (b), effective May 10, 2010.
Sec. 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.

(1963, P.A. 605, S. 9; P.A. 76-308, S. 12, 36; P.A. 80-370, S. 3, 9; P.A. 81-319, S. 4, 6.)

History: P.A. 76-308 made provision for the division of common profits and assessment of common expenses according to the percentage to undivided interest in the common elements and provided that damage caused by negligence or wilful misconduct shall be specially assessed against the unit owner causing such damages if the condominium instruments so provide; P.A. 80-370 added provisos in Subsecs. (b) and (c); P.A. 81-319 amended Subsec. (b) to clarify that the rent of a holdover tenant may be increased “only” by the amount of any assessment for common expenses not already included in the rent.

Sec. 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.


History: 1971 act set the requirements for perfecting a lien by the association of unit owners; P.A. 76-308 provided the lien may be perfected by an officer of the condominium and that the lien may be foreclosed by the association of the unit owners; P.A. 79-602 substituted Sec. 49-40a for Sec. 49-40 in provision re discharge of lien in Subsec. (a).

Sec. 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.

(1963, P.A. 605, S. 19; P.A. 76-308, S. 14, 36.)

History: P.A. 76-308 provided that no unit owner may be exempted from payment of common expense unless all unit owners are so exempted and further provided that the declarant shall be liable for payment of expenses so long as he owns a unit in the condominium.

Sec. 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.


History: 1971 act provided for payment of taxes in a leasehold condominium by the lessee; P.A. 76-308 provided that no forfeiture or sale for delinquent taxes may be made except against the individual unit on which the taxes are delinquent.

Sec. 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.


History: 1971 act provided for bylaws concerning the procedures for electing a board of directors while the declarant owns any unit in the condominium, the establishment of reserves and provisions governing alienation, conveyance, sale, leasing, ownership and occupancy of units; P.A. 76-308 provided for bylaws concerning voting rights of unit owners, qualifications of officers of the association and the method of assessing common expenses; P.A. 79-123 allowed unit owner’s spouse, although having no ownership interest, to be a director if he or she resides in the condominium; P.A. 80-396 added Subsec. (d); P.A. 82-356 amended Subsec. (c) to require that the bylaws include provisions for reserves for capital expenditures if it is a conversion condominium.

Sec. 47-80a. Powers of unit owners’ association. Opportunity for unit owners to express views re proposed budget. (a) 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: (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.

(P.A. 76-308, S. 18, 36; P.A. 96-256, S. 203, 209; 96-271, S. 215, 254; P.A. 07-243, S. 4.)
History: P.A. 96-256 replaced reference to “chapter 600” with “chapter 602 or any predecessor statutes thereto”, effective January 1, 1997; P.A. 96-271 replaced reference to “chapter 599” with “chapter 601 or any predecessor statutes thereto”, effective January 1, 1997; P.A. 07-243 designated existing provisions as Subsec. (a), made technical changes therein and added Subsec. (b) re opportunity for unit owners to express views re proposed budget.

**Sec. 47-81. Accounting records.** Availability of records. Loan disclosure and comments. 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.

(1963, P.A. 605, S. 18; P.A. 76-308, S. 17, 36; P.A. 07-243, S. 5.)

History: P.A. 76-308 required the declarant and the association of unit owners to maintain specified accounting records, provided for examination and copying of the records and provided for certified audits of the books; P.A. 07-243 amended Subsec. (b) by designating existing provisions as Subdiv. (1) and amending same to add provision re minutes of meetings and voting records of board of directors, replace provision re reasonable notice with provision re request of unit owner or agent and make technical changes, and by adding Subdiv. (2) re loan disclosure and comments.

**Sec. 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.


History: 1971 act provided that authorization for repairs to common areas must be pursuant to the declaration or bylaws.

Sec. 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.


History: P.A. 76-308 set forth the types of insurance for the condominium that must be obtained; P.A. 79-376 replaced “workmen’s compensation” with “workers’ compensation”; P.A. 07-68 required, instead of authorized, that declarant and association obtain such other policies as may be required or authorized by condominium instruments or as unit owners may by vote direct, including flood insurance in the event condominium is located in a flood hazard area, as defined and determined by the National Flood Insurance Act, and required cost of such insurance coverage to be assessed against the units in proportion to risk, to extent required by condominium instruments.

Sec. 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.

(1963, P.A. 605, S. 25; P.A. 76-308, S. 9, 36; P.A. 07-68, S. 2.)

History: P.A. 76-308 provided procedures to be utilized in the event of damage or destruction of any building or improvement on the condominium parcel or serving the condominium and required the concurrence of the mortgagees of at least three-quarters of the units in a vote not to repair or restore; P.A. 07-68 amended Subsec. (a) to specify that common expenses include any excess resulting from applicable insurance deductible.

Sec. 47-85. Actions between unit owners. Section 47-85 is repealed.

(1963, P.A. 605, S. 26; P.A. 76-308, S. 35, 36.)
Sec. 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.

(1963, P.A. 605, S. 27.)

Sec. 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.


History: 1971 act provided that at the time of first conveyance of unit every mortgage and other lien which is due and payable shall be paid; P.A. 76-308 provided an exception from that requirement when the first conveyance was by foreclosure, deed in lieu of foreclosure or when the purchaser assumed the rights and obligations of the declarant.

Sec. 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.


History: 1971 act made the act of recording a removal from the provisions of chapter 825 the operative act to effect the removal; P.A. 76-308 specified that the unit owners shall have the rights in the assets of the unit owners association at the time of removal in proportion to their respective undivided interests in the common elements; P.A. 05-288 made a technical change in Subsec. (c), effective July 13, 2005; P.A. 06-196 made technical changes in Subsec. (b), effective June 7, 2006.

Sec. 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.

(P.A. 76-308, S. 28, 36; P.A. 77-604, S. 29, 84; P.A. 80-399, S. 8.)
Sec. 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.


History: P.A. 79-622 required 180 days’ notice rather than 60 days’ notice and extended period during which tenant has exclusive right to contract for purchase of his unit from 30 to 90 days in Subsec. (b); P.A. 80-370 specified that statement in Subsec. (a)(4) must be “certified by a professional engineer registered or exempted under chapter 391”, required that notice be accompanied by copy of public offering statement and added provisions re early termination or extension of lease in Subsec. (b), deleted former Subsec. (d) which had allowed landlords to issue leases containing provisions for early termination when conversion to condominiums previously announced, relettering former Subsec. (e) as (d), and added new Subsec. (e) re filing requirements; P.A. 81-319 amended Subsec. (e) to replace the requirement that the declarant file within 120 days of the “filing required by section 47-71” with the requirement that filing be within 120 days of the “giving of the notice required by Subsec. (b) of this section”; P.A. 81-472 made technical changes; P.A. 82-356 amended Subsec. (a)(3) by requiring a description of the provisions in the budget for adequate reserves for capital expenditures, amended Subsec. (b) by increasing the information required in the notice, redesignated part of Subsec. (b) as a new Subsec. (c) and redesignated the remaining Subsecs. accordingly, amended Subsec. (f) by clarifying the information to be filed with the department of housing, and added Subsecs. (h), (i) and (j) concerning notice of proposed rent increases, proof of a lessee’s age, blindness or physical disability and the right of a tenant’s organization to purchase the building, respectively; P.A. 95-250 and P.A. 96-211 replaced Commissioner and Department of Housing with Commissioner and Department of Economic and Community Development; P.A. 07-217 made technical changes in Subsec. (e) and (g), effective July 12, 2007.

Sec. 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.

(Oct. Sp. Sess. P.A. 79-1, S. 1, 2; P.A. 80-9, S. 1, 2; 80-370, S. 8, 9.)
Sec. 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.

(P.A. 80-370, S. 5, 9; P.A. 82-356, S. 3, 14.)

History: P.A. 82-356 revised the income limitations for eligibility for relocation assistance and doubled the amount of such assistance.

Sec. 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.

(P.A. 82-356, S. 4, 14.)

Sec. 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.

(P.A. 82-356, S. 5, 14.)

Sec. 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.

(P.A. 82-356, S. 6, 14.)

Secs. 47-89 and 47-90. Incorporation; appeal from board of tax review. Effect of rule against perpetuities and rule restricting unreasonable restraints on alienation. Sections 47-89 and 47-90 are repealed.

Sec. 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.

(P.A. 76-308, S. 32, 36; P.A. 77-453, S. 4, 7; P.A. 82-472, S. 129, 183; P.A. 05-288, S. 164.)

History: P.A. 77-453 substituted “declarant” for “person” in Subsec. (a), raised interest rate from 6% to 8% in Subsec. (b) and clarified provisions and in Subsec. (c) specified persons not liable under section; P.A. 82-472 made technical correction in Subsec. (c); P.A. 05-288 made technical changes in Subsec. (c), effective July 13, 2005.

Sec. 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.

(P.A. 76-308, S. 34, 36; P.A. 77-453, S. 5, 7.)

History: P.A. 77-453 changed percentage of sold units from 90% to 75% in Subdiv. (4).

Sec. 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.

(P.A. 76-308, S. 33, 36; P.A. 77-92, S. 1, 2; 77-453, S. 6, 7; 77-604, S. 66, 84; P.A. 81-472, S. 107, 159; P.A. 82-356, S. 12, 14.)

History: P.A. 77-92 specified applicability of chapter provisions to condominiums declared prior to January 1, 1977 in Subsec. (a); P.A. 77-453 added proviso in Subsec. (b) and added Subsec. (d); P.A. 77-604 made technical correction in Subsec. (b); P.A. 81-472 made technical changes; P.A. 82-356 added Subsec. (e) concerning the applicability of Subsec. (c) of Sec. 47-71.

47-90g. Member of board of directors or officer not subject to criminal liability re special assessment for code compliance repairs.

No member of a board of directors, as defined in section 47-68a, or officer, as defined in section 47-68a, shall be subject to criminal liability for an alleged violation of the Fire Safety Code, the State Building Code or a municipal health, housing or safety code when the board of directors of an association proposes a special assessment to cover the cost of the repairs necessary to ensure compliance with the terms of such codes and the special assessment is rejected by a vote of the unit owners.


Sec. 47-200. Short title: Common Interest Ownership Act. This chapter may be cited as the “Common Interest Ownership Act”.

(P.A. 83-474, S. 1, 96.)

Sec. 47-201. Applicability of chapter. Applicability of this chapter is governed by sections 47-214 to 47-219, inclusive.

(P.A. 83-474, S. 2, 96.)

Sec. 47-202. Definitions. In the declaration and bylaws, unless specifically provided otherwise or the context otherwise requires, and in this chapter:

(1) “Affiliate of a declarant” means any person who controls, is controlled by, or is under common control with a declarant. (A) A person “controls” a declarant if the person (i) is a general partner, officer, director, or employer of the declarant, (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty per cent of the voting interest in the declarant, (iii) controls in any manner the election of a majority of the directors of the declarant, or (iv) has contributed more than twenty per cent of the capital of the declarant. (B) A person “is controlled by” a declarant if the declarant (i) is a general partner, officer, director, or employer of the person, (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than twenty per cent of the voting interest in the person, (iii) controls in any manner the election of a majority of the directors of the person, or (iv) has contributed more than twenty per cent of the capital of the person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.
(2) “Allocated interests” means the following interests allocated to each unit: (A) In a condominium, the undivided interest in the common elements, the common expense liability, and votes in the association; (B) in a cooperative, the common expense liability and the ownership interest and votes in the association; and (C) in a planned community, the common expense liability and votes in the association.

(3) “Assessment” means the sums attributable to a unit and due the association pursuant to section 47-257.

(4) “Association” or “unit owners’ association” means the unit owners’ association organized under section 47-243.

(5) “Bylaws” means the instruments, however denominated, that contain the procedures for conduct of the affairs of the association regardless of the form in which the association is organized, including any amendments to the instruments.

(6) “Common elements” means (A) in the case of (i) a condominium or cooperative, all portions of the common interest community other than the units; and (ii) a planned community, any real property within a planned community owned or leased by the association, other than a unit, and (B) in all common interest communities, any other interests in real property for the benefit of unit owners which are subject to the declaration.

(7) “Common expenses” means expenditures made by, or financial liabilities of, the association, together with any allocations to reserves.

(8) “Common expense liability” means the liability for common expenses allocated to each unit pursuant to section 47-226.

(9) “Common interest community” means real property described in a declaration with respect to which a person, by virtue of his ownership of a unit, is obligated to pay for a share of (A) real property taxes on, (B) insurance premiums on, (C) maintenance of, (D) improvement of, or (E) services or other expenses related to, common elements, other units or any other real property other than that unit described in the declaration. “Common interest community” does not include an arrangement described in section 47-219a or a covenant described in section 47-219b. For purposes of this subdivision, “ownership of a unit” includes holding a leasehold interest of forty years or more in a unit, including renewal options. “Ownership of a unit” does not include the interest which a resident holds in a mutual housing association, as defined in subsection (b) of section 8-214f, by virtue of either a state contract for financial assistance or an individual occupancy agreement. An association of property owners funded solely by voluntary payments from those owners is not a common interest community.

(10) “Condominium” means a common interest community in which portions of the real property are designated for separate ownership and the remainder of the real property is designated for common ownership solely by the owners of those portions. A common interest community is not a condominium unless the undivided interests in the common elements are vested in the unit owners.
(11) “Conversion building” means a building that at any time before creation of the common interest community was occupied wholly or partially by persons other than purchasers and persons who occupy with the consent of purchasers.

(12) “Cooperative” means a common interest community in which the real property is owned by an association, each of whose members is entitled by virtue of his ownership interest in the association to exclusive possession of a unit.

(13) “Dealer” means a person who owns either six or more units, or fifty per cent or more of all the units, in a common interest community.

(14) “Declarant” means any person or group of persons acting in concert who (A) as part of a common promotional plan, offers to dispose of his interest in a unit not previously disposed of or (B) reserves or succeeds to any special declarant right.

(15) “Declaration” means any instruments, however denominated, that create a common interest community, including any amendments to those instruments.

(16) “Development rights” means any right or combination of rights reserved by a declarant in the declaration to (A) add real property to a common interest community; (B) create units, common elements, or limited common elements within a common interest community; (C) subdivide units or convert units into common elements; or (D) withdraw real property from a common interest community.

(17) “Dispose” or “disposition” means a voluntary transfer to a purchaser of any legal or equitable interest in a unit, but the term does not include the transfer or release of a security interest.

(18) “Executive board” means the body, regardless of name, designated in the declaration to act on behalf of the association.

(19) “Identifying number” means a symbol or address that identifies only one unit in a common interest community.

(20) “Leasehold common interest community” means a common interest community in which all or a portion of the real property is subject to a lease the expiration or termination of which will terminate the common interest community or reduce its size.

(21) “Limited common element” means a portion of the common elements allocated by the declaration or by operation of subdivision (2) or (4) of section 47-221 for the exclusive use of one or more but fewer than all of the units.

(22) “Master association” means an organization described in section 47-239, whether or not it is also an association described in section 47-243.

(23) “Offer” or “offering” means any advertisement, inducement, solicitation or attempt to encourage any person to acquire any interest in a unit, other than as security for an obligation. An advertisement in a newspaper or other periodical of general circulation, or in any broadcast
medium to the general public, of a common interest community not located in this state, is not an offering if the advertisement states that an offering may be made only in compliance with the law of the jurisdiction in which the common interest community is located.

(24) “Person” means an individual, corporation, limited liability company, business trust, estate, trust, partnership, association, joint venture, public corporation, government, governmental subdivision or agency, instrumentality or any other legal or commercial entity.

(25) “Planned community” means a common interest community that is not a condominium or a cooperative. A condominium or cooperative may be part of a planned community.

(26) “Proprietary lease” means an agreement with the association pursuant to which a member is entitled to exclusive possession of a unit in a cooperative.

(27) “Purchaser” means a person, other than a declarant or a dealer, who by means of a voluntary transfer acquires a legal or equitable interest in a unit other than (A) a leasehold interest, including renewal options, of less than twenty years, or (B) as security for an obligation.

(28) “Real property” means any leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. “Real property” includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.

(29) “Record”, used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(30) “Residential purposes” means use for dwelling or recreational purposes, or both.

(31) “Rule” means a policy, guideline, restriction, procedure or regulation of an association, however denominated, which is adopted by an association pursuant to section 47-261b which is not set forth in the declaration or bylaws and which governs the conduct of persons or the use or appearance of property.

(32) “Security interest” means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. “Security interest” includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

(33) “Special declarant rights” means rights reserved for the benefit of a declarant to (A) complete improvements indicated on surveys and plans filed with the declaration or, in a cooperative, to complete improvements described in the public offering statement pursuant to subdivision (2) of subsection (a) of section 47-264; (B) exercise any development right; (C) maintain sales offices, management offices, signs advertising the common interest community, and models; (D) use easements through the common elements for the purpose of making improvements within the common interest community or within real property which may be
added to the common interest community; (E) make the common interest community subject to a master association; (F) merge or consolidate a common interest community with another common interest community of the same form of ownership; (G) appoint or remove any officer of the association or any master association or any executive board member during any period of declarant control; (H) control any construction, design review or aesthetic standards committee or process; (I) attend meetings of the unit owners and, except during an executive session, the executive board; or (J) have access to the records of the association to the same extent as a unit owner.

(34) “Time share” means a right to occupy a unit or any of several units during five or more separated time periods over a period of at least five years, including renewal options, whether or not coupled with an estate or interest in a common interest community or a specified portion thereof.

(35) “Unit” means a physical portion of the common interest community designated for separate ownership or occupancy, the boundaries of which are described pursuant to subdivision (5) of subsection (a) of section 47-224. If a unit in a cooperative is owned by a unit owner or is sold, conveyed, voluntarily or involuntarily encumbered or otherwise transferred by a unit owner, the interest in that unit which is owned, sold, conveyed, encumbered or otherwise transferred is the right to possession of that unit under a proprietary lease, coupled with the allocated interests of that unit, and the association’s interest in that unit is not thereby affected.

(36) “Unit owner” means a declarant or other person who owns a unit, or a lessee of a unit in a leasehold common interest community whose lease expires simultaneously with any lease the expiration or termination of which will remove the unit from the common interest community, but does not include a person having an interest in a unit solely as security for an obligation. In a condominium or planned community, the declarant is the owner of any unit created by the declaration. In a cooperative, the declarant is treated as the owner of any unit to which allocated interests have been allocated until that unit has been conveyed to another person.


History: P.A. 84-472 amended Subdiv. (7) to exclude from the definition of a common interest community an association of property owners funded solely by voluntary payments from those owners, and to increase from 20 to 40 years the minimum period for holding a leasehold interest in a unit that constitutes “ownership of a unit”; P.A. 91-341 amended Subdiv. (7) to add provision that “ownership of a unit” does not include the interest which a resident holds in a mutual housing association by virtue of either a state contract for financial assistance or an individual occupancy agreement; P.A. 95-79 redefined “person” to include a limited liability company, effective May 31, 1995; P.A. 95-187 amended the definition of “common elements” by redesignating the existing provisions re a condominium or cooperative and re a planned community as Subparas. (A)(i) and (A)(ii), respectively, and adding new Subpara. (B) to include in the definition any other interests in real property for the benefit of unit owners which are subject to the declaration; P.A. 09-225 defined “assessment” in new Subdiv. (3), “bylaws” in new Subdiv. (5), “record” in new Subdiv. (29) and “rule” in new Subdiv. (31), redefined “common interest community” in redesignated Subdiv. (9), “person” in redesignated Subdiv. (24) and “special declarant rights” in redesignated Subdiv. (33) and redesignated existing Subdivs. (3) to (32) as Subdivs. (4), (6) to (28), (30) and (32) to (36), effective July 1, 2010; P.A. 10-186 redefined “common
interest community” in Subdiv. (9) to reference covenant described in Sec. 47-219b, substituted reference to Sec. 47-261b for reference to Sec. 47-261c in definition of “rule” in Subdiv. (31), and made technical changes, effective July 1, 2010.

**Sec. 47-203. Variation by agreement and waiver of rights prohibited. Exceptions.** Except as expressly provided in this chapter, its provisions may not be varied by agreement, and rights conferred by it may not be waived. Except in the case of nonresidential common interest communities as provided in section 47-215, a declarant may not act under a power of attorney, or use any other device, to evade the limitations or prohibitions of this chapter or the declaration.

(P.A. 83-474, S. 4, 96; P.A. 95-187, S. 2.)

**Sec. 47-204. Separate titles and taxation. Recording of certificate by cooperative. Conveyance of interest in cooperative.**

(a) In a cooperative, a unit owner’s interest in a unit and its allocated interests is a real property interest for all purposes, except that the real property constituting the cooperative shall be taxed and assessed as a whole and a unit owner’s interest shall not be separately taxed.

(b) In a condominium or planned community:

(1) If there is any unit owner other than a declarant, each unit that has been created, together with its interest in the common elements, constitutes for all purposes a separate parcel of real property.

(2) If there is any unit owner other than a declarant, each unit shall be separately taxed and assessed, and no separate tax or assessment may be rendered against any common elements for which a declarant has reserved no development rights.

(c) Any portion of the common elements for which the declarant has reserved any development right shall be separately taxed and assessed against the declarant, and the declarant alone is liable for payment of those taxes.

(d) If there is no unit owner other than a declarant, the real property comprising the common interest community may be taxed and assessed in any manner provided by law.

(e) (1) If a cooperative was created before January 1, 1984, the association may, pursuant to this section, record a certificate on the land records signed by the president of the association and attested by its secretary, or signed by such other persons authorized to act on behalf of the association by the instruments creating or governing the cooperative. The certificate shall contain or have attached as exhibits:

(A) A statement that the association is a corporation or other legal entity formed for the purpose of cooperative ownership of real property;

(B) A statement that the certificate is recorded pursuant to this section;

(C) A statement that the facts contained in the certificate accurately restate facts contained in the books and records of the association;
(D) A statement of the location where the books and records, including the form of proprietary lease, of the association are maintained;

(E) A description of the real property owned by the association or a reference to the volume and page of the land records at which a description may be obtained, together with the date on which title to the real property owned by the association was acquired, and a reference to the deed under which the association took title;

(F) If the association is incorporated: (i) A certified copy of the current certificate of incorporation of the association; (ii) a certified copy of the last annual or biennial report of the association filed with the Secretary of the State; and (iii) a certificate of good standing for the corporation issued by the Secretary of the State within ninety days of the date of the recorded certificate;

(G) A list of the unit numbers of all units in the cooperative, together with the following information for each unit: (i) The current stock or membership certificate number, if any, for the unit; (ii) the name of the current unit owners of the unit; (iii) the date on which the proprietary lease for the unit was signed; and (iv) the identity of all holders of security interests in the unit as they appear on the books and records of the association, together with a description of the nature of each security interest and the date on which each security interest was granted.

(2) The certificate may be amended to include any other provision permitted by law, following a vote of unit owners necessary to amend instruments pursuant to section 47-218.

(3) A recorded certificate that complies with this section constitutes the declaration for the cooperative for purposes of this chapter and is sufficient evidence for purposes of sections 47-33b to 47-33l, inclusive, concerning marketable record title, that:

(A) The real property described or referred to in the certificate is a cooperative within the meaning of this chapter; and

(B) The persons described as unit owners in the certificate are owners of their respective units in the cooperative, subject to the security interests, if any, identified in the certificate and the interests of the association.

(4) If a transfer of any interest in a unit in a cooperative was made between January 1, 1984, and the date a certificate is recorded pursuant to this section, an identification of the transferred interest in the recorded certificate validates that transfer for purposes of this chapter but does not otherwise affect the validity of that transfer.

(5) The association may amend a recorded certificate any time to correct errors contained in it or to reflect transfers of interests in the units which occurred prior to the date of the certificate but which were not reflected on the books and records of the association on that date.
A conveyance of a unit owner’s interest in a cooperative created before, on or after January 1, 1984, is accomplished by delivery to the purchaser of an instrument, executed in the same manner as a deed, conveying all the seller’s interest in the unit. A notice of a proprietary lease complying with section 47-19 and signed by a duly authorized officer of the association may be recorded on the land records as evidence of the named unit owner’s interest in that unit.

(P.A. 83-474, S. 5, 96; P.A. 84-472, S. 2, 23; P.A. 09-225, S. 44.)

History: P.A. 84-472 added Subsec. (e) re the recording of a certificate by the association of a cooperative created before January 1, 1984, the contents, effect and amendment of such a certificate, and the manner of conveyance of an interest in a cooperative; P.A. 09-225 amended Subsec. (e)(6) to insert “on” re January 1, 1984, effective July 8, 2009.

Sec. 47-205. Applicability of real property use laws to conversion of buildings to common interest ownership. No zoning, building code, subdivision or other real property use law, ordinance or regulation may prohibit the conversion of any building to the common interest ownership form of ownership.

(P.A. 83-474, S. 6, 96.)

Sec. 47-206. Eminent domain. (a) If a unit is acquired by eminent domain or part of a unit is acquired by eminent domain leaving the unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by the declaration, the award shall include compensation to the unit owner for that unit and its allocated interests, whether or not any common elements are acquired. On acquisition, unless the decree otherwise provides, that unit’s allocated interests are automatically reallocated to the remaining units in proportion to the respective allocated interests of those units before the taking, and the association shall promptly prepare, execute and record an amendment to the declaration reflecting the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection is thereafter a common element.

(b) Except as provided in subsection (a) of this section, if part of a unit is acquired by eminent domain, the award shall compensate the unit owner for the reduction in value of the unit and its interest in the common elements, whether or not any common elements are acquired. On acquisition, unless the decree otherwise provides, (1) that unit’s allocated interests are reduced in proportion to the reduction in the size of the unit, or on any other basis specified in the declaration, and (2) the portion of the allocated interests divested from the partially acquired unit are automatically reallocated to that unit and to the remaining units in proportion to the respective allocated interests of those units before the taking, with the partially-acquired unit participating in the reallocation on the basis of its reduced allocated interests.

(c) If part of the common elements is acquired by eminent domain, the award shall compensate the unit owners affected by the taking for the reduction in value of the units resulting from the acquisition, and the portion of the award attributable to the common elements taken shall be paid to the association. Unless the declaration provides otherwise, any portion of the award attributable to the acquisition of a limited common element shall be equally divided among the owners of the units to which that limited common element was allocated at the time of acquisition.

(d) The court decree shall be recorded in every town in which any portion of the common interest community is located.
Sec. 47-207. Supplemental general principles of law applicable. The principles of law and equity, including the law of corporations and unincorporated associations, the law of real property, and the law relative to capacity to contract, principal and agent, eminent domain, estoppel, fraud, misrepresentation, duress, coercion, mistake, receivership, substantial performance, or other validating or invalidating cause supplement the provisions of this chapter, except to the extent inconsistent with this chapter.

Sec. 47-208. Construction against implicit repeal. This chapter being a general act intended as a unified coverage of its subject matter, no part of it shall be construed to be impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

Sec. 47-209. Severability. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid provisions or applications, and to this end the provisions of this chapter are severable.

Sec. 47-210. Unconscionable contracts or contract clauses. Leases involving land or facilities in residential common interest communities that are presumed to be unconscionable. (a) The General Assembly expressly finds that many leases involving the use of land or recreational or other common facilities by residents of a residential common interest community were entered into by parties wholly representative of the interests of a residential common interest developer at a time when the residential common interest community unit owners not only did not control the administration of their residential common interest community, but also had little or no voice in such administration. Such leases often contain numerous obligations on the part of either or both a residential common interest community association and residential common interest community unit owners with relatively few obligations on the part of the lessor. Such lease may or may not be unconscionable in any given case. Nevertheless, the General Assembly finds that a combination of certain onerous obligations and circumstances warrants the establishment of a rebuttable presumption of unconscionability of certain leases, as specified in subsection (d) of this section. The presumption may be rebutted by a lessor upon the showing of additional facts and circumstances to justify and validate what otherwise appears to be an unconscionable lease under this section. Failure of a lease to contain the required number of specified elements shall not preclude a determination of unconscionability of the lease. It is the intent of the General Assembly that this section is remedial and does not create any new cause of action to invalidate any residential common interest community lease, but shall operate as a statutory prescription on procedural matters in actions brought on one or more causes of action existing at the time of the execution of such lease.
(b) The court, on finding as a matter of law that a contract or contract clause was unconscionable at the time the contract was made, may refuse to enforce the contract, enforce the remainder of the contract without the unconscionable clause or limit the application of any unconscionable clause in order to avoid an unconscionable result.

(c) Whenever it is claimed, or appears to the court, that a contract or any contract clause is or may be unconscionable, the parties, in order to aid the court in making the determination, shall be afforded a reasonable opportunity to present evidence as to:

(1) The commercial setting of the negotiations;

(2) Whether a party has knowingly taken advantage of the inability of the other party reasonably to protect his interests by reason of physical or mental infirmity, illiteracy, inability to understand the language of the agreement or similar factors;

(3) The effect and purpose of the contract or clause; and

(4) If a sale, any gross disparity, at the time of contracting, between the amount charged for the property and the value of that property measured by the price at which similar property was readily obtainable in similar transactions. A disparity between the contract price and the value of the property measured by the price at which similar property was readily obtainable in similar transactions does not, of itself, render the contract unconscionable.

(d) A lease entered into prior to January 1, 1984, pertaining to use of land or facilities by unit owners in a residential common interest community, is presumed to be unconscionable if:

(1) The lease by its terms requires the lessee to pay an annual rental and other expenses that exceed fifteen per cent of the appraised value of the leased property as improved, provided for the purposes of this subdivision, “annual rental and other expenses” means the amount paid by the lessee during the twelve months immediately preceding the filing of an action under this section as rent and for real estate taxes, insurance, capital improvements and other expenses required to maintain the property under the lease terms, and “appraised value” means the appraised value placed upon the leased property by a licensed or certified real estate appraiser on a date during the twelve months immediately preceding the filing of an action under this section; and

(2) Seven of the following eight elements exist:

(A) The lease was executed by persons none of whom at the time of the execution of the lease were elected by unit owners, other than the declarant;

(B) The lease requires either the association or the unit owners to pay all real estate taxes on the subject real property;

(C) The lease requires either the association or the unit owners to insure buildings or other facilities on the subject real property against fire or any other hazard;
(D) The lease requires either the association or the unit owners to perform some or all maintenance obligations pertaining to the subject real property or facilities located upon the subject real property;

(E) The lease requires either the association or the unit owners to pay rents to the lessor for a period of twenty-one years or more;

(F) The lease provides that failure of the lessee to make payments of rents due under the lease creates, establishes or permits establishment of a lien upon individual units to secure claims for rent;

(G) The lease provides for a periodic rental increase based upon reference to a price index; and

(H) The lease or other common interest community documents require that any transferee of a unit must assume obligations under the lease.

(e) The presumption set forth in subsection (d) of this section may be rebutted by a lessor upon the showing of additional facts and circumstances to justify and validate what otherwise appears to be an unconscionable lease under this section.

(f) Failure of a lease to contain the required number of elements specified in subsection (d) of this section shall not preclude a determination that the lease is unconscionable.

(g) Notwithstanding any provision of the general statutes, neither the statute of limitations nor laches shall prohibit unit owners of a residential common interest community from maintaining a cause of action under this section.

(h) If a court finds that a lease contract or lease contract clause was unconscionable at the time the contract was made, in determining whether to enforce the contract, or enforce the remainder of the contract without the unconscionable clause, or whether to limit the application of any unconscionable clause in order to avoid an unconscionable result, the court shall consider evidence regarding the adverse impact, if any, of any such determination on the interests of third parties, including lenders who may have, in good faith, relied upon such lease provisions, and the court, in formulating such a determination, shall seek to avoid an unjust impact on such third parties and shall make no such determination, the effect of which would be to terminate the common interest community.

(P.A. 83-474, S. 11, 96; P.A. 95-187, S. 27.)

History: P.A. 95-187 added new Subsec. (a) making legislative findings re leases involving the use of land or recreational or other common facilities by residents of a residential common interest community, relettering former Subsecs. (a) and (b) as Subsecs. (b) and (c), respectively, added Subsec. (d) re when a lease entered into prior to January 1, 1984, pertaining to use of land or facilities by unit owners in a residential common interest community is presumed to be unconscionable, added Subsec. (e) re the manner in which a lessor may rebut the presumption, added Subsec. (f) to provide that a determination that the lease is unconscionable is not precluded by the failure of the lease to contain the required
number of elements specified in Subsec. (d), added Subsec. (g) to provide that neither the statute of limitations nor laches shall prohibit unit owners maintaining a cause of action and added Subsec. (h) requiring the court to consider the impact on third parties when determining an appropriate remedy upon finding that a lease contract or lease contract clause was unconscionable at the time the contract was made, requiring the court to seek to avoid an unjust impact on third parties and prohibiting the court from making a determination the effect of which would be to terminate the common interest community.

Sec. 47-211. Obligation of good faith. Every contract or duty governed by this chapter imposes an obligation of good faith in its performance or enforcement.

(P.A. 83-474, S. 12, 96.)

Sec. 47-212. Remedies to be liberally administered. (a) The remedies provided by this chapter shall be liberally administered to the end that the aggrieved party is put in as good a position as if the other party had fully performed, provided consequential, special or punitive damages may not be awarded except as specifically provided in this chapter or by other rule of law.

(b) Any right or obligation declared by this chapter is enforceable by judicial proceeding.

(P.A. 83-474, S. 13, 96.)

Sec. 47-213. Adjustment of dollar amount. (a) From time to time the dollar amount specified in subdivision (3) of subsection (a) of section 47-215 shall change, as provided in subsections (b) and (c) of this section, according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items, 1967 = 100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the “Index”). The Index for December, 1979, which was 230, is the Reference Base Index.

(b) The dollar amount specified in subdivision (3) of subsection (a) of section 47-215 and any amount stated in the declaration pursuant to said section shall change on July first of each year if the percentage of change, calculated to the nearest whole percentage point, between the Index at the end of the preceding year and the Reference Base Index is ten per cent or more, but (1) the portion of the percentage change in the Index in excess of a multiple of ten per cent shall be disregarded and the dollar amount shall change only in multiples of ten per cent of the amount appearing in this chapter on January 1, 1984; (2) the dollar amount shall not change if the amount required by this section is that currently in effect pursuant to this chapter as a result of earlier application of this section; and (3) in no event may the dollar amount be reduced below the amount appearing in this chapter on January 1, 1984.

(c) If the Index is revised after December, 1979, the percentage of change pursuant to this section shall be calculated on the basis of the revised Index. If the revision of the Index changes the Reference Base Index, a revised Reference Base Index shall be determined by multiplying the Reference Base Index then applicable by the rebasing factor furnished by the Bureau of Labor Statistics. If the Index is superseded, the Index referred to in this section is the one represented by the Bureau of Labor Statistics as reflecting most accurately changes in the purchasing power of the dollar for consumers.

Sec. 47-213a. Relationship of chapter to Electronic Signatures in Global and National Commerce Act. This chapter modifies, limits and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 USC 7001, et seq., but does not modify, limit or supersede Section 101(c) of that act, 15 USC 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 USC 7003(b).

(P.A. 09-225, S. 2.)

History: P.A. 09-225 effective July 1, 2010.

Sec. 47-214. Applicability of chapter and amendments thereto to common interest communities. Except as provided in section 47-216, the provisions of this chapter apply to all common interest communities created within this state on or after January 1, 1984. The provisions of chapter 825 do not apply to condominiums created on or after January 1, 1984. Amendments to this chapter apply to all common interest communities created after January 1, 1984, or subjected to this chapter by amendment of the declaration of the common interest community, regardless of when the amendment to this chapter is adopted, except that an amendment to this chapter applies only to events and circumstances occurring on or after the effective date of such amendment to this chapter.

(P.A. 83-474, S. 15, 96; P.A. 95-187, S. 4; P.A. 09-225, S. 3.)

History: P.A. 95-187 added provision re applicability of amendments to chapter; P.A. 09-225 substituted Sec. 47-216 for Sec. 47-215 in exception re applicability of chapter and added provisions re amendment of declaration and amendments to chapter, effective July 1, 2010.

Sec. 47-215. Applicability to nonresidential, mixed use and small common interest communities, limited expense liability planned communities and common interest communities with a conversion building. (a) Except as provided in subsection (b) of this section with respect to a common interest community containing a conversion building:

(1) If a common interest community contains only units restricted exclusively to nonresidential use:

(A) The common interest community is not subject to this chapter unless the declaration otherwise provides;

(B) The declaration of such a common interest community may provide that this entire chapter applies to the community, that only this part and part II of this chapter apply or that only sections 47-204, 47-205 and 47-206 apply;

(C) If the declaration provides that this entire chapter applies to such a common interest community, the declaration may also require, subject to section 47-210, that: (i) Notwithstanding section 47-247, any management contract, employment contract,
lease of recreational or parking areas or facilities and any other contract or lease
between the association and a declarant or an affiliate of a declarant remains effective
after the declarant turns over control of the association; and (ii) notwithstanding section
47-203, purchasers of units must execute proxies, powers of attorney or similar devices
in favor of the declarant regarding particular matters enumerated in those instruments.

(2) If a common interest community contains units restricted exclusively to nonresidential
purposes and other units that may be used for residential purposes, that common interest
community is not subject to this chapter unless the units that may be used for residential
purposes would comprise a common interest community in the absence of the nonresidential
units or the declaration provides that this chapter applies as provided in subparagraph (B) or (C)
of subdivision (1) of this subsection.

(3) If the declaration of a planned community that is not subject to any development right
provides that the annual average common expense liability of all units restricted to residential
purposes, exclusive of optional user fees and any insurance premiums paid by the association,
may not exceed three hundred dollars, as adjusted pursuant to section 47-213, the planned
community is subject only to sections 47-204, 47-205 and 47-206 unless the declaration
provides that this entire chapter is applicable. However, this exemption applies only if:

(A) The declarant reasonably believes in good faith that the maximum annual common
expense liability assessed against the units will be sufficient to pay the expenses of the
planned community; and

(B) The declaration provides that the annual common expense liability may not be increased
during the period of declarant control without the consent of persons entitled to cast at least
eighty per cent of the votes in the association, including eighty per cent of the votes allocated to
units not owned by a declarant or an affiliate of a declarant.

(b) In the case of a common interest community containing a conversion building, sections 47-282 to 47-
292, inclusive, apply whether or not the common interest community is exempt from other provisions of
this chapter pursuant to subsection (a) of this section. The provisions of sections 47-282 to 47-292,
inclusive, apply to a common interest community containing a conversion building created on or after
July 8, 1983. The provisions of sections 47-88b to 47-88g, inclusive, do not apply to a condominium
containing a conversion building created on or after July 8, 1983.

(c) If a common interest community contains no more than twelve units and (1) is not subject to any
development rights and (2) does not utilize a master association, the declarant is not required to deliver
a public offering statement pursuant to section 47-263 or 47-264; resale certificates are not required, as
provided in section 47-270, and the association is not required to maintain records necessary to comply
with section 47-270. A declarant shall not divide real property into two or more common interest
communities to avoid the public offering statement requirements of sections 47-263 and 47-264.


History: P.A. 84-472 amended Subsec. (b) to make a technical clarification and amended Subsec. (c) to
exclude certain common interest communities which do “not utilize a master association” from certain
requirements and to add a provision prohibiting a declarant dividing real property into two or more
common interest communities to avoid the public offering statement requirements of Secs. 47-263 and 47-264; P.A. 95-187 amended Subsec. (a) to revise Subdiv. (1) re applicability of chapter to nonresidential communities by deleting the provision that a nonresidential community “is subject only to sections 47-204, 47-205 and 47-206 unless the declaration provides that this entire chapter is applicable” and adding Subparas. (A), (B) and (C), add a new Subdiv. (2) re applicability of chapter to a community that contains both nonresidential and residential units, renumbering former Subdiv. (2) as Subdiv. (3), and revise renumbered Subdiv. (3) by restricting the exemption to a planned community “that is not subject to any development right”, increasing the maximum annual average common expense liability for the exemption to apply from $100 to $300 and adding Subparas. (A) and (B) limiting when the exemption applies; P.A. 07-217 made a technical change in Subsec. (b), effective July 12, 2007; P.A. 09-225 inserted “exclusively” in Subsec. (a)(1) and “that only this part and part II of this chapter apply” in Subsec. (a)(1)(B), effective July 1, 2010.

Sec. 47-216. Applicability to preexisting common interest communities. (a) Except as provided in section 47-217, sections 47-202, 47-204, 47-205, 47-206, 47-218, 47-221, 47-222, 47-223, subsections (b), (d), (i) and (j) of section 47-236, sections 47-237, 47-240 and 47-244, subsection (f) of section 47-245, sections 47-250, 47-251, 47-252, 47-253, 47-255, 47-257, 47-258, 47-260, 47-261b, 47-261c, 47-261d, 47-261e, 47-270 and 47-278, to the extent necessary in construing any of those sections, apply to all common interest communities created in this state before January 1, 1984; but those sections apply only with respect to events and circumstances occurring after January 1, 1984, and do not invalidate existing provisions of the declaration, bylaws or surveys or plans of those common interest communities.

(b) Section 47-210 and subsections (b) to (d), inclusive, of section 47-225 apply to all common interest communities created in this state prior to January 1, 1984, but shall not invalidate existing provisions of the declarations, bylaws or surveys or plans of those common interest communities.


History: P.A. 1984-472 made technical clarifications; P.A. 1985-187 designated existing provisions as Subsec. (a), replacing reference to “subdivisions (1) to (6), inclusive, and (11) to (16), inclusive, of subsection (a) of section 47-244” with “section 47-244” and added reference to “subsection (j) of section 47-236”, and added Subsec. (b) making Sec. 47-210 and Subsecs. (b) to (d), inclusive, of Sec. 47-225 applicable to all common interest communities created prior to January 1, 1984, and providing that those provisions do not invalidate existing provisions of the declarations, bylaws or surveys or plans of those communities; P.A. 1990-225 amended Subsec. (a) to add references to Secs. 47-218, 47-221, 47-237, 47-250, 47-255 and 47-257 and Subsecs. (b) and (i) of Sec. 47-236, effective July 1, 2010; P.A. 1990-186 amended Subsec. (a) to add references to Secs. 47-236(d), 47-245(f), 47-251, 47-252, 47-261b, 47-261c, 47-261d and 47-261e, effective July 1, 2010.

Sec. 47-217. Exception for certain preexisting common interest communities. (a) If a common interest community created within this state before January 1, 1984, (1) contains no more than twelve units and is not subject to any development rights, (2) contains only units restricted to nonresidential use, or (3) is a common interest community described in subdivision (3) of subsection (a) of section 47-215, it is subject only to sections 47-204, 47-205 and 47-206 unless the declaration is amended in conformity with applicable law and with the procedures and requirements of the declaration to take advantage of the provisions of section 47-218, in which case all the sections enumerated in section 47-216 apply to that common interest community.
(b) If a common interest community created within this state before January 1, 1984, was formed pursuant to a special act of the legislature, it is not subject to the provisions of this chapter unless a majority of the unit owners vote, in conformity with applicable law, to subject such common interest community to the provisions of this chapter. If a majority of the unit owners so vote, the provisions of this chapter apply to such common interest community in the manner described in section 47-216 and this section.

(P.A. 83-474, S. 18, 96; P.A. 84-472, S. 7, 23; P.A. 95-187, S. 7.)

History: P.A. 84-472 replaced “cooperative or planned community” with “common interest community”, provided an exception for a “common interest community described in subdivision (1) or (2) of subsection (a) of section 47-215” and added Subsec. (b) re the applicability of chapter 828 to a common interest community created before January 1, 1984, pursuant to a special act of the legislature; P.A. 95-187 amended Subsec. (a) to insert Subdiv. indicators, add Subdiv. (2) re nonresidential communities and make a technical change to a statutory reference in Subdiv. (3).

Sec. 47-218. Applicability to amendments to governing instruments. (a) The declaration, bylaws or surveys and plans of any common interest community created before January 1, 1984, may be amended to achieve any result permitted by this chapter regardless of what applicable law provided before January 1, 1984.

(b) Except as otherwise provided in subsections (i) and (j) of section 47-236, an amendment to the declaration, bylaws or surveys and plans authorized by subsection (a) of this section shall be adopted in conformity with any procedures and requirements for amending the instruments specified by those instruments or, if there are none, in conformity with the amendment procedures of this chapter. If an amendment grants to any person any rights, powers or privileges permitted by this chapter, all correlative obligations, liabilities and restrictions in this chapter also apply to that person.

(P.A. 83-474, S. 19, 96; P.A. 84-472, S. 8, 23; P.A. 95-187, S. 8; P.A. 09-225, S. 6.)

History: P.A. 84-472 made technical clarifications; P.A. 95-187 amended Subsec. (a) to replace provisions that specified whether an amendment may be made pursuant to the law prior to January 1, 1984, or this chapter, and the law applicable to such amendment, depended upon whether the substantive result accomplished by the amendment was or was not permitted by law prior to January 1, 1984, with provision that authorized the adoption of an amendment “to achieve any result permitted by this chapter regardless of what applicable law provided before January 1, 1984,” and amended Subsec. (b) to replace requirement that an amendment be adopted “in conformity with the procedures and requirements of the law that applied to the common interest community at the time it was created and in conformity with the procedures and requirements specified by those instruments” with requirement that an amendment be adopted “in conformity with any procedures and requirements for amending the instruments specified by those instruments or, if there are none, in conformity with the amendment procedures of this chapter”; P.A. 09-225 inserted “Except as otherwise provided in subsections (i) and (j) of section 47-236” in Subsec. (b), effective July 1, 2010.

Sec. 47-219. Applicability to out-of-state common interest communities. This chapter does not apply to common interest communities or units located outside this state, but the public offering statement provisions of sections 47-263 to 47-269, inclusive, apply to all contracts for the disposition of a unit in
that common interest community signed in this state by any party following an offer made in this state unless exempt under subsection (b) of section 47-262.

(P.A. 83-474, S. 20, 96; P.A. 09-225, S. 7.)

History: P.A. 09-225 substituted “contracts for the disposition of a unit in that common interest community” for “contracts for the disposition thereof”, effective July 1, 2010.

Sec. 47-219a. Arrangements re real property costs. Separate common interest community not created thereby. (a) An arrangement between the associations for two or more common interest communities to share the costs of real property taxes, insurance premiums, services, maintenance or improvements of real property or other activities specified in their arrangement or declarations does not create a separate common interest community.

(b) An arrangement between an association and the owner of real property that is not part of a common interest community to share the costs of real property taxes, insurance premiums, services, maintenance or improvements of real property or other activities specified in their arrangement does not create a separate common interest community, except that assessments against the units in the common interest community required by the arrangement must be included in the periodic budget for the common interest community, and the arrangement must be disclosed in all public offering statements and resale certificates required by this chapter.

(P.A. 09-225, S. 8.)

History: P.A. 09-225 effective July 1, 2010.

Sec. 47-219b. Exemption re covenant to share costs or other obligations. A covenant that requires the owners of twelve or fewer separately owned parcels of real property to share costs or other obligations associated with a party wall, driveway, well, septic system or other similar use does not create a common interest community unless a declaration otherwise provides.

(P.A. 09-225, S. 9.)

History: P.A. 09-225 effective July 1, 2010.

Part II Creation, Alteration and Termination of Common Interest Communities

Sec. 47-220. Creation of common interest community. (a) A common interest community may be created pursuant to this chapter only by recording a declaration executed in the same manner as a deed and, in a cooperative, by conveying the real property subject to that declaration to the association. The declaration shall be recorded in every town in which any portion of the common interest community is located and shall be indexed in the grantee’s index in the name of the common interest community and the association and in the grantor’s index in the name of each person executing the declaration.

(b) A declaration, or an amendment to a declaration adding units, may not be recorded unless all structural components of all buildings containing or comprising any units thereby created are substantially completed in accordance with the plans, as evidenced by a recorded certificate of completion executed by a registered engineer, surveyor or architect.
(P.A. 83-474, S. 21, 96; P.A. 84-472, S. 9, 23.)

History: P.A. 84-472 made technical change.

Sec. 47-221. Unit boundaries. Except as provided by the declaration:
(1) If walls, floors or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common elements.

(2) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

(3) Subject to subsection (2) of this section, all spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of the unit.

(4) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit’s boundaries, are limited common elements allocated exclusively to that unit.

(P.A. 83-474, S. 22, 96.)

Sec. 47-222. Construction and validity of declaration, bylaws and rules. Marketability of title. Recording of surveys or plans. (a) All provisions of the declaration and bylaws are severable.
(b) The rule against perpetuities does not apply to defeat any provision of the declaration or of the bylaws or rules of the association.
(c) In the event of a conflict between the provisions of the declaration and the bylaws, the declaration prevails except to the extent the declaration is inconsistent with this chapter.
(d) Title to a unit and common elements is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the declaration to comply with this chapter. Whether a substantial failure impairs marketability is not affected by this chapter.
(e) In any case in which the surveys or plans required pursuant to section 47-228, as identified in the declaration, are not recorded simultaneously with the remainder of the declaration but are recorded thereafter, the failure to record the survey or plans simultaneously with the remainder of the declaration is an insubstantial failure of the declaration to comply with this chapter.

(P.A. 83-474, S. 23, 96; P.A. 99-238, S. 3, 8; P.A. 00-84, S. 3, 6; P.A. 09-225, S. 10.)

History: P.A. 99-238 added Subsec. (e) re failure to record survey or plans simultaneously with remainder of declaration is insubstantial failure of declaration to comply with chapter, effective July 1, 2000; P.A. 00-84 revised effective date of P.A. 99-238 to specify applicability of section as amended by that act to errors, irregularities and omissions occurring on or after January 1, 1999, effective July 1,
2000; P.A. 09-225 amended Subsec. (b) to delete reference to regulations and add “of the association”, effective July 1, 2010.

Sec. 47-223. Description of unit. A description of a unit which sets forth the name of the common interest community, the recording data for the original declaration, the town in which the common interest community is located and the identifying number of the unit, is a legally sufficient description of that unit and all rights, obligations and interests appurtenant to that unit which were created by the declaration or bylaws as amended or restated.

(P.A. 83-474, S. 24, 96.)

Sec. 47-224. Contents of declaration. (a) The declaration shall contain:

(1) The names of the common interest community and the association and a statement that the common interest community is either a condominium, cooperative or planned community;

(2) The name of every town in which any part of the common interest community is situated;

(3) A legally sufficient description of the real property included in the common interest community;

(4) A statement of the maximum number of units that the declarant reserves the right to create;

(5) In a condominium or planned community, a description of the boundaries of each unit created by the declaration, including the unit’s identifying number or, in a cooperative, a description, which may be by surveys or plans, of each unit created by the declaration, including the unit’s identifying number, its size or number of rooms and its location within a building if it is within a building containing more than one unit;

(6) A description of any limited common elements, other than those specified in subdivisions (2) and (4) of section 47-221, as provided in subdivision (10) of subsection (b) of section 47-228 and, in a planned community, any real property that is or must become common elements;

(7) A description of any real property, except real property subject to development rights, that may be allocated subsequently as limited common elements, other than limited common elements specified in subdivisions (2) and (4) of section 47-221, together with a statement that they may be so allocated;

(8) A description of any development rights, as defined in subsection (16) of section 47-202, and other special declarant rights, as defined in subsection (33) of section 47-202, reserved by the declarant, together with a legally sufficient description of the real property to which each of those rights applies and a time limit within which each of those rights must be exercised;

(9) If any development right may be exercised with respect to different parcels of real property at different times, a statement to that effect together with (A) either a statement fixing the boundaries of those portions and regulating the order in which those portions may be subjected to the exercise of each development right or a statement that no assurances are made in those regards, and (B) a statement as to whether, if any development right is exercised in any portion
of the real property subject to that development right, that development right must be exercised in all or in any other portion of the remainder of that real property;

(10) Any other conditions or limitations under which the rights described in subdivision (8) of this subsection may be exercised or will lapse;

(11) An allocation to each unit of the allocated interests in the manner described in section 47-226;

(12) Any restrictions (A) on alienation of the units, including any restrictions on leasing which exceed the restrictions on leasing units which executive boards may impose pursuant to subdivision (3) of subsection (f) of section 47-261b, and (B) on the amount for which a unit may be sold or on the amount that may be received by a unit owner on sale, condemnation or casualty loss to the unit or to the common interest community, or on termination of the common interest community;

(13) The recording data for recorded easements and licenses appurtenant to or included in the common interest community or to which any portion of the common interest community is or may become subject by virtue of a reservation in the declaration; and

(14) All matters required by sections 47-225 to 47-228, inclusive, sections 47-234 and 47-235 and subsection (d) of section 47-245.

(b) The declaration may contain any other matters not inconsistent with this chapter that the declarant considers appropriate, including any restrictions on the uses of a unit or the number or other qualifications of persons who may occupy units.


History: P.A. 95-187 amended Subsec. (a)(12) to delete requirement that the declaration contain restrictions on “use” and “occupancy” of the units and add requirement that the declaration contain “any restrictions on leasing which exceed the restrictions on leasing units which executive boards may impose pursuant to subdivision (2) of subsection (c) of section 47-244” and amended Subsec. (b) to allow the declaration to contain “any restrictions on the uses of a unit or the number or other qualifications of persons who may occupy units”; P.A. 10-186 made technical changes in Subsec. (a)(6) and (7), effective July 1, 2010.

Sec. 47-225. Leasehold common interest communities. (a) Any lease the expiration or termination of which may terminate the common interest community or reduce its size, or a memorandum thereof, shall be recorded. Every lessor of those leases in a condominium or planned community shall sign the declaration. The declaration shall state: (1) The recording data for the lease or a statement of where the complete lease may be inspected; (2) the date on which the lease is scheduled to expire; (3) a legally sufficient description of the real property subject to the lease; (4) any rights of the unit owners to redeem the reversion and the manner whereby those rights may be exercised, or a statement that they do not have those rights; (5) any rights of the unit owners to remove any improvements within a reasonable time after the expiration or termination of the lease, or a statement that they do not have those rights; and (6) any rights of the unit owners to renew the lease and the conditions of any renewal, or a statement that they do not have those rights.
(b) After the declaration for a leasehold condominium or leasehold planned community is recorded, neither the lessor nor the lessor’s successor in interest may terminate the leasehold interest of a unit owner who makes timely payment of a unit owner’s share of the rent and otherwise complies with all covenants which, if violated, would entitle the lessor to terminate the lease. A unit owner’s leasehold interest in a condominium or planned community is not affected by failure of any other person to pay rent or fulfill any other covenant.

(c) Acquisition of the leasehold interest of any unit owner by the owner of the reversion or remainder does not merge the leasehold and reversionary or remainder interests unless the leasehold interests of all unit owners subject to that reversion or remainder are acquired.

(d) If the expiration or termination of a lease decreases the number of units in a common interest community, the allocated interests shall be reallocated in accordance with subsection (a) of section 47-206 as if those units had been taken by eminent domain. Reallocations shall be confirmed by an amendment to the declaration prepared, executed and recorded by the association.

(e) A lease satisfying the description in subsection (a) of this section is not subject to sections 47a-1 to 47a-20e, inclusive.

(P.A. 83-474, S. 26, 96; P.A. 09-225, S. 11.)

History: P.A. 09-225 added Subsec. (e) re lease described in Subsec. (a) not being subject to Secs. 47a-1 to 47a-20e, effective July 1, 2010.

Sec. 47-226. Allocation of interests. (a) The declaration shall allocate to each unit: (1) In a condominium, a fraction or percentage of undivided interests in the common elements and in the common expenses of the association, and a portion of the votes in the association; (2) in a cooperative, an ownership interest in the association, a fraction or percentage of the common expenses of the association, and a portion of the votes in the association; and (3) in a planned community, a fraction or percentage of the common expenses of the association, and a portion of the votes in the association.

(b) The declaration shall state the formulas used to establish allocations of interests. Those allocations may not discriminate in favor of units owned by the declarant or an affiliate of the declarant.

(c) If units may be added to or withdrawn from the common interest community, the declaration shall state the formulas to be used to reallocate the allocated interests among all units included in the common interest community after the addition or withdrawal.

(d) The declaration may provide: (1) That different allocations of votes shall be made to the units on particular matters specified in the declaration; (2) for cumulative voting only for the purpose of electing members of the executive board; and (3) for class voting on specified issues affecting the class if necessary to protect valid interests of the class. A declarant may not use cumulative or class voting for the purpose of evading any limitation imposed on declarants by this chapter nor may units constitute a class because they are owned by a declarant.

(e) Except for minor variations due to rounding, the sum of the common expense liabilities and, in a condominium, the sum of the undivided interests in the common elements allocated at any time to all
the units must each equal one if stated as a fraction or one hundred per cent if stated as a percentage. In the event of discrepancy between an allocated interest and the result derived from application of the pertinent formula, the allocated interest prevails.

(f) In a condominium, the common elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the common elements made without the unit to which that interest is allocated is void.

(g) In a cooperative, any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an ownership interest in the association made without the possessory interest in the unit to which that interest is related is void.

(h) In a planned community created after January 1, 1984, unless the declaration provides for a different allocation permitted under this chapter, the common expenses of the association and the votes in the association are allocated equally among the units.

(P.A. 83-474, S. 27, 96; P.A. 09-225, S. 12.)

History: P.A. 09-225 added Subsec. (h) re common expenses and votes to be allocated equally unless declaration provides for different allocation permitted under chapter, effective July 1, 2010.

Sec. 47-227. Limited common elements. (a) Except for the limited common elements described in subdivisions (2) and (4) of section 47-221 and except to the extent a right to allocate a limited common element is reserved pursuant to subsection (c) of this section, the declaration shall specify to which unit or units each limited common element is allocated. An allocation may not be altered without the consent of the unit owners whose units are affected.

(b) Except as the declaration otherwise provides, a limited common element may be reallocated by an amendment to the declaration executed by the unit owners between or among whose units the reallocation is made. The persons executing the amendment shall provide a copy thereof to the association, which shall record it. The amendment shall be recorded in the names of the parties and the common interest community.

(c) A common element not previously allocated as a limited common element may be so allocated only pursuant to provisions in the declaration made in accordance with subdivision (7) of subsection (a) of section 47-224. The allocations shall be made by amendments to the declaration.

(P.A. 83-474, S. 28, 96; P.A. 10-186, S. 3.)

History: P.A. 10-186 made a technical change in Subsec. (a), effective July 1, 2010.

Sec. 47-228. Surveys and plans. (a) Surveys and plans are required for condominiums and planned communities, but are not required for cooperatives. Any surveys and plans are a part of the declaration. Separate surveys and plans are not required by this chapter if all the information required by this section is contained in either a survey or plan. Each survey and plan shall be clear and legible and contain a certification that the survey or plan contains all information required by this section.
(b) Each survey shall show or project: (1) The name and a survey or general schematic map of the entire common interest community; (2) the location and dimensions of all real property not subject to development rights, or subject only to the development right to withdraw, and the location and dimensions of all existing improvements within that real property; (3) a legally sufficient description of any real property subject to development rights, labeled to identify the rights applicable to each parcel; (4) the extent of any encroachments by or on any portion of the common interest community; (5) to the extent feasible, a legally sufficient description of all easements serving or burdening any portion of the common interest community; (6) except as provided in subsection (h) of this section, the approximate location and dimensions of any vertical unit boundaries not shown or projected on plans recorded pursuant to subsection (d) of this section and that unit’s identifying number; (7) except as provided in subsection (h) of this section, the approximate location with reference to an established datum of any horizontal unit boundaries not shown or projected on plans recorded pursuant to subsection (d) of this section and that unit’s identifying number; (8) a legally sufficient description of any real property in which the unit owners will own only an estate for years, labeled as “leasehold real property”; (9) the distance between noncontiguous parcels of real property comprising the common interest community; (10) the approximate location and dimensions of any porches, decks, balconies, garages or patios allocated as limited common elements and show or contain a narrative description of any other limited common elements; and (11) in the case of real property not subject to development rights, all other matters customarily shown on land surveys.

(c) A survey may also show the intended location and dimensions of any contemplated improvement to be constructed anywhere within the common interest community. Any contemplated improvement shown shall be labeled either “MUST BE BUILT” or “NEED NOT BE BUILT”.

(d) Except as provided in subsection (h) of this section, to the extent not shown or projected on the surveys, plans of the units shall show or project: (1) The approximate location and dimensions of the vertical boundaries of each unit, and that unit’s identifying number; (2) the approximate location of any horizontal unit boundaries, with reference to an established datum, and that unit’s identifying number; and (3) the approximate location of any units in which the declarant has reserved the right to create additional units or common elements identified appropriately.

(e) Unless the declaration provides otherwise, the horizontal boundaries of part of a unit located outside a building have the same elevation as the horizontal boundaries of the inside part and need not be depicted on the surveys and plans.

(f) On exercising any development right, the declarant shall record either new surveys and plans necessary to conform to the requirements of subsections (a), (b) and (d) of this section, or new certifications of surveys and plans previously recorded if those surveys and plans otherwise conform to the requirements of those subsections.

(g) Any certification of a survey or plan required by this section shall be made by a licensed surveyor, architect, engineer or landscape architect and such certification shall be made in accordance with chapter 390, 391 or 396.

(h) Surveys and plans need not show the location and dimensions of the units’ boundaries or their limited common elements if:
(1) The survey shows the location and dimensions of all buildings containing or comprising the units; and

(2) The declaration includes other information that shows the approximate layout of the units in those buildings and contains a narrative or graphic description of the limited common elements allocated to those units.

(P.A. 83-474, S. 29, 96; P.A. 86-218, S. 1; P.A. 95-187, S. 10.)

History: P.A. 86-218 amended Subsec. (g) by replacing “registered” with “licensed”, authorizing certification by a landscape architect, and requiring certification to be made in accordance with chapter 390, 391 or 396; P.A. 95-187 amended Subsec. (b) to require survey to show “or project” the enumerated items, add in Subdivs. (6) and (7) “except as provided in subsection (h) of this section” and “approximate” and revise Subdiv. (10) by replacing “the approximate location and dimensions of limited common elements not shown or projected on plans recorded pursuant to subsection (d), including porches, balconies and patios, other than parking spaces and the other limited common elements described in subsections (2) and (4) of section 47-221” with “the approximate location and dimensions of any porches, decks, balconies, garages or patios allocated as limited common elements and show or contain a narrative description of any other limited common elements”, amended Subsec. (d) to add “Except as provided in subsection (h) of this section,” add in Subdiv. (1) “approximate”, add in Subdivs. (2) and (3) “the approximate location” and delete Subdiv. (4) re the approximate location and dimensions of limited common elements and added Subsec. (h) re when surveys and plans need not show the location and dimensions of the units’ boundaries or their limited common elements.

Sec. 47-229. Exercise of development rights. (a) To exercise any development right reserved under subdivision (8) of subsection (a) of section 47-224, the declarant shall prepare, execute and record an amendment to the declaration and in a condominium or planned community comply with section 47-228. The declarant is the unit owner of any units thereby created. The amendment to the declaration shall assign an identifying number to each new unit created, and, except in the case of subdivision or conversion of units described in subsection (b) of this section, reallocate the allocated interests among all units. The amendment shall describe any common elements and any limited common elements thereby created and, in the case of limited common elements, designate the unit to which each is allocated to the extent required by section 47-227.

(b) Development rights may be reserved within any real property added to the common interest community if the amendment adding that real property includes all matters required by section 47-224 or 47-225, as the case may be, and, in a condominium or planned community, the surveys and plans include all matters required by section 47-228. This provision does not extend the time limit on the exercise of development rights imposed by the declaration pursuant to subdivision (8) of subsection (a) of section 47-224.

(c) Whenever a declarant exercises a development right to subdivide or convert a unit previously created into additional units, common elements or both: (1) If the declarant converts the unit entirely to common elements, the amendment to the declaration shall reallocate all the allocated interests of that unit among the other units as if that unit had been taken by eminent domain; and (2) if the declarant subdivides the unit into two or more units, whether or not any part of the unit is converted into common elements, the amendment to the declaration shall reallocate all the allocated interests of the unit among the units created by the subdivision in any reasonable manner prescribed by the declarant.
(d) If the declaration provides, pursuant to subdivision (8) of subsection (a) of section 47-224, that all or a portion of the real property is subject to a right of withdrawal: (1) If all the real property is subject to withdrawal, and the declaration does not describe separate portions of real property subject to that right, none of the real property may be withdrawn after a unit has been conveyed to a purchaser; and (2) if any portion is subject to withdrawal, it may not be withdrawn after a unit in that portion has been conveyed to a purchaser.

(e) If a declarant fails to exercise any development right within the time limit described in the declaration pursuant to subdivision (8) of subsection (a) of section 47-224 and in accordance with any conditions or limitations described in the declaration pursuant to subdivision (10) of said subsection, or records an instrument surrendering a development right, that development right shall lapse.

(P.A. 83-474, S. 30, 96; P.A. 84-472, S. 10, 23.)

History: P.A. 84-472 amended Subsec. (e) to provide that a development right shall lapse if a declarant records an instrument surrendering it.

Sec. 47-230. Alterations of units. Subject to the provisions of the declaration and other provisions of law, a unit owner:

(1) May make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the common interest community;

(2) May not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the common interest community, without permission of the association;

(3) After acquiring an adjoining unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the common interest community. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.

(P.A. 83-474, S. 31, 96.)

Sec. 47-230a. Display of object on entry door or entry door frame which is motivated by observance of religious practice or belief. Restrictions. (a) No person may prohibit or hinder the owner, lessee or sublessee of a condominium unit from attaching to an entry door or entry door frame of such unit an object the display of which is motivated by observance of a religious practice or sincerely held religious belief.

(b) Subsection (a) of this section shall not prohibit the enforcement or adoption of a bylaw that, to the extent allowed by the first amendment to the United States Constitution and section 3 of article first of the Constitution of the state, prohibits the display or affixing of an item on an entry door or entry door frame to the owner’s, lessee’s or sublessee’s unit when such item: (1) Threatens the public health or safety; (2) hinders the opening and closing of an entry door; (3) violates any federal, state or local law; (4) contains graphics, language or any display that is obscene or otherwise patently offensive; (5)
individually or in combination with each other item displayed or affixed on an entry door frame has a total size greater than twenty-five square inches; or (6) individually or in combination with each other item displayed or affixed on an entry door has a total size greater than four square feet.

(P.A. 12-113, S. 6.)

History: P.A. 12-113 effective July 1, 2012.

Sec. 47-231. Relocation of unit boundaries. (a) Subject to the provisions of the declaration and any provisions of law, the boundaries between adjoining units may be relocated by an amendment to the declaration on application to the association by the owners of those units. If the owners of the adjoining units have specified a reallocation between their units of their allocated interests, the application shall state the proposed reallocations. Unless the executive board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the association shall consent to the reallocation and prepare an amendment that identifies the units involved, states the reallocations and indicates the association’s consent. The amendment shall be executed by those unit owners, contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee’s index in the name of the association.

(b) Subject to the provisions of the declaration and other provisions of law, boundaries between units and common elements may be relocated to incorporate common elements within a unit by an amendment to the declaration upon application to the association by the owner of the unit who proposes to relocate a boundary. Unless the declaration provides otherwise, the amendment may be approved only if persons entitled to cast at least sixty-seven per cent of the votes in the association, including sixty-seven per cent of the votes allocated to units not owned by the declarant, agree to the action. The amendment may describe any fees or charges payable by the owner of the affected unit in connection with the boundary relocation and the fees and charges are assets of the association. The amendment must be executed by the unit owner of the unit whose boundary is being relocated and by the association, contain words of conveyance between them and on recordation be indexed in the name of the unit owner and the association as grantor or grantee, as appropriate.

(c) The association (1) in a condominium or planned community shall prepare and record surveys or plans necessary to show the altered boundaries of affected units, and their dimensions and identifying numbers, and (2) in a cooperative shall prepare and record amendments to the declaration, including any plans necessary to show or describe the altered boundaries of affected units, and their dimensions and identifying numbers.

(P.A. 83-474, S. 32, 96; P.A. 95-187, S. 11.)

History: P.A. 95-187 added new Subsec. (b) re relocation of boundaries between units and common elements and procedure therefor, redesignating former Subsec. (b) as Subsec. (c), and amended Subsec. (c) to replace “altered boundaries between adjoining units” with “altered boundaries of affected units” where appearing.

Sec. 47-232. Subdivision of units. (a) If the declaration expressly so permits, a unit may be subdivided into two or more units. Subject to the provisions of the declaration and any provisions of law, on application of a unit owner to subdivide a unit, the association shall prepare, execute and record an
amendment to the declaration, including in a condominium or planned community the surveys and plans, subdividing that unit.

(b) The amendment to the declaration shall be executed by the owner of the unit to be subdivided, assign an identifying number to each unit created and reallocate the allocated interests formerly allocated to the subdivided unit to the new units in any reasonable manner prescribed by the owner of the subdivided unit or on any other basis the declaration requires.

(P.A. 83-474, S. 33, 96; P.A. 09-225, S. 13.)

History: P.A. 09-225 added “or on any other basis the declaration requires” in Subsec. (b), effective July 1, 2010.

Sec. 47-233. Monuments as boundaries. The existing physical boundaries of a unit or the physical boundaries of a unit reconstructed in substantial accordance with the description contained in the original declaration are its legal boundaries, rather than the boundaries derived from the description contained in the original declaration, regardless of vertical or lateral movement of the building or minor variance between those boundaries and the boundaries derived from the description contained in the original declaration. This section does not relieve a unit owner of liability in case of his wilful misconduct or relieve a declarant or any other person of liability for failure to adhere to any surveys and plans or, in a cooperative, to any representation in the public offering statement.

(P.A. 83-474, S. 34, 96.)

Sec. 47-234. Use for sales purposes. A declarant may maintain sales offices, management offices and models in units or on common elements in the common interest community only if the declaration so provides and specifies the rights of a declarant with regard to the number, size, location and relocation thereof. In a cooperative or condominium, any sales office, management office or model not designated a unit by the declaration is a common element. If a declarant ceases to be a unit owner, he ceases to have any rights with regard to such a common element unless it is removed promptly from the common interest community in accordance with a right to remove reserved in the declaration. Subject to any limitations in the declaration, a declarant may maintain signs on the common elements advertising the common interest community. This section is subject to the provisions of other state law and to local ordinances.

(P.A. 83-474, S. 35, 96.)

Sec. 47-235. Easement and use rights. (a) Subject to the provisions of the declaration, a declarant has such an easement through the common elements as may be reasonably necessary for the purpose of discharging the declarant’s obligations or exercising special declarant rights, whether arising under this chapter or reserved in the declaration.

(b) Subject to the provisions of subdivision (6) of subsection (a) of section 47-244 and section 47-254, the unit owners have an easement in the common elements for access to their units.

(c) Subject to the declaration and rules, the unit owners have a right to use the common elements that are not limited common elements and all real property that must become common elements for all appropriate purposes.
Sec. 47-236. Amendment of declaration or bylaws. (a) Except in cases of amendments that may be executed by a declarant under subsection (f) of section 47-228 or section 47-229, or by the association under section 47-206, subsection (d) of section 47-225, subsection (c) of section 47-227, subsection (a) of section 47-231 or section 47-232, or by certain unit owners under subsection (b) of section 47-227, subsection (a) of section 47-231, subsection (b) of section 47-232, subsection (b) of section 47-237 or section 47-242, and except as limited by subsections (d) and (f) of this section, the declaration, including any surveys and plans, may be amended only as follows:

(1) By vote or agreement of unit owners of units to which at least sixty-seven per cent of the votes in the association are allocated, unless the declaration specifies either a larger percentage or a smaller percentage, but not less than a majority, for all amendments or for specific subjects of amendment;

(2) The declaration may provide that all amendments or specific subjects of amendment may be approved by the unit owners of units having any of the percentages of votes, as provided in subdivision (1) of this subsection, of a specified group of units that would be affected by the amendment, rather than all of the units in the common interest community; or

(3) The declaration may specify a smaller number only if all of the units are restricted exclusively to nonresidential use.

(b) No action to challenge the validity of an amendment adopted by the association pursuant to this section may be brought more than one year after the amendment is recorded.

(c) Every amendment to the declaration shall be recorded in every town in which any portion of the common interest community is located and is effective only on recordation. An amendment, except an amendment pursuant to subsection (a) of section 47-231, shall be indexed in the grantee’s index in the name of the common interest community and the association and in the grantor’s index in the name of the parties executing the amendment.

(d) Except in the case of the exercise of development rights pursuant to section 47-229 or to the extent otherwise expressly permitted or required by other provisions of this chapter, with respect to a common interest community, whether created before, on or after January 1, 1984, no amendment may create or increase special declarant rights, increase the number of units or change the boundaries of any unit or the allocated interests of a unit, in the absence of unanimous consent of the unit owners.

(e) Amendments to the declaration required by this chapter to be recorded by the association shall be prepared, executed, recorded and certified on behalf of the association by any officer of the association designated for that purpose or, in the absence of designation, by the president of the association.
(f) An amendment to the declaration may prohibit or materially restrict the permitted uses or occupancy of a unit or the number or other qualifications of persons who may occupy units only by vote or agreement of unit owners of units to which at least eighty per cent of the votes in the association are allocated, unless the declaration specifies that a larger percentage of unit owners must vote or agree to that amendment or that such an amendment may be approved by the unit owners of units having at least eighty per cent of the votes of a specified group of units that would be affected by the amendment. An amendment approved under this subsection must provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted.

(g) The time limits specified in the declaration pursuant to subdivision (8) of subsection (a) of section 47-224, within which reserved development rights and special declarant rights must be exercised may be extended, the number of units may be increased and new development rights or other special declarant rights may be created by amendment to the declaration if persons entitled to cast at least eighty per cent of the votes in the association, including eighty per cent of the votes allocated to units not owned by the declarant, agree to that action. The amendment must identify the association or other persons who hold any new rights that are created. Notice of the proposed amendment to the declaration must be delivered in a record to all persons holding development rights or security interests in those rights. Notwithstanding the provisions of subsection (c) of this section, the amendment to the declaration is effective thirty days after the amendment is recorded and notice is delivered unless any of the persons entitled to notice under this subsection records an objection in a record within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in a record at the time the amendment is recorded, in which case the amendment is effective when recorded.

(h) Provisions in the declaration creating special declarant rights that have not expired may not be amended without the consent of the declarant.

(i) If any provision of this chapter or of the declaration or bylaws of any common interest community created before, on or after January 1, 1984, requires the consent of a person holding a security interest in a unit as a condition to the effectiveness of any amendment to the declaration or bylaws, that consent shall be deemed granted if a refusal to consent in a record is not received by the association within forty-five days after the association delivers notice of the proposed amendment to the holder of the interest or mails the notice to the holder of the interest by certified mail, return receipt requested. The association may rely on the last-recorded security interest of record in delivering or mailing notice to the holder of that interest. Notwithstanding any provision of this section, an amendment to the declaration or bylaws that affects the priority of a holder’s security interest, other than an amendment regarding the priority of the association’s lien authorized by section 47-258 or the ability of that holder to foreclose its security interest may not be adopted without that holder’s consent in a record if the declaration or bylaws require that consent as a condition to the effectiveness of the amendment.

(j) If the declaration or bylaws of a common interest community, whether created before, on or after January 1, 1984, contains a provision requiring that amendments to the declaration or bylaws, other than amendments described in subsection (d) of this section, may be adopted only by the vote or agreement of unit owners of units to which more than eighty per cent of the votes in the association are allocated, such a proposed amendment shall be deemed approved if:

1. (A) Unit owners of units to which more than eighty per cent of the votes in the association are allocated vote for or agree to the proposed amendment;
(B) No unit owner votes against the proposed amendment; and

(C) Notice of the proposed amendment is delivered to the unit owners holding the votes in the association that have not voted or agreed to the proposed amendment and no objection in a record to the proposed amendment is received by the association within thirty days after the association delivers notice; or

(2) Unit owners of units to which more than eighty per cent of the votes in the association are allocated vote for or agree to the proposed amendment but at least one unit owner objects to the proposed amendment and, pursuant to an action brought by the association in the Superior Court against all objecting unit owners, the court finds that the objecting unit owner or owners do not have a unique minority interest, different in kind from the interests of the other unit owners, that the voting requirement of the declaration was intended to protect.


History: P.A. 95-187 amended Subsec. (a) to replace “except as limited by subsection (d) of this section” with “except as limited by subsections (d) and (f) of this section”, amended Subsec. (d) to delete prohibition on an amendment changing the uses to which any unit is restricted without the unanimous consent of the unit owners, added a new Subsec. (f) to authorize an amendment that prohibits or materially restricts the permitted uses or occupancy of a unit, specify the percentage vote required for the adoption of such amendment and require the amendment to provide reasonable protection for a use or occupancy permitted at the time the amendment was adopted, added a new Subsec. (g) authorizing an amendment that extends the time limits within which reserved development rights must be exercised, increases the number of units or creates new development rights or other special declarant rights and specifying procedure for adoption thereof, redesignated former Subsec. (f) as Subsec. (h), added Subsec. (i) re when a person holding a security interest in a unit is deemed to have granted his consent to the adoption of a proposed amendment and added Subsec. (j) re when an amendment relating to the use of units, the relocation of boundaries between units and common elements or the extension or creation of development rights that requires at least an 80% vote is deemed approved, effective June 28, 1995; P.A. 04-132 amended Subsec. (j) by replacing references to 80% “or more” of the votes and “at least” 80% of the votes with references to “more than” 80% of the votes; P.A. 09-225 amended Subsec. (d) to reference exercise of development rights pursuant to Sec. 47-229 and common interest communities created before, on or after January 1, 1984, and amended Subsec. (i) to reference bylaws, substitute “created before, on or after January 1, 1984” for “subject to this chapter”, rewrite provisions re consent, and add notwithstanding clause re amendment that affects priority of a holder’s security interest, effective July 8, 2009, and applicable to common interest communities created before, on or after January 1, 1984, and amended Subsec. (a) to designate existing provision re vote percentage as Subdiv. (1), substitute provision re larger or smaller percentage, but not less than a majority for “larger majority the declaration specifies” in Subdiv. (1), add Subdiv. (2) re vote of specified group of units affected by amendment, and designate existing provision re smaller number as Subdiv. (3), amended Subsec. (f) to reposition and revise provision re vote percentage and include approval by 80% of a specified group of units affected by amendment, amended Subsec. (g) to add provision re exercise of special declarant rights, delete “written” re notice, objections and consent, and insert “in a record”, amended Subsec. (h) to insert “that have not expired” re special declarant rights, amended Subsec. (j) to insert “or bylaws”, insert “on” re January 1, 1984, replace provision re type of amendments with “amendments to the declaration or bylaws, other than amendments described in subsection (d) of this section” and, in Subdiv. (1)(C), delete “written” re objection and insert “in a
Sec. 47-237. Termination of common interest community. (a) Except in the case of a taking of all the units by eminent domain, foreclosure against an entire cooperative of a security interest that has priority over the declaration, or in the circumstances described in subsection (m) of this section, a common interest community may be terminated only by agreement of unit owners of units to which at least eighty per cent of the votes in the association are allocated, or any larger percentage the declaration specifies, and with any other approvals required by the declaration. The declaration may specify a smaller percentage, but in no event less than a majority of the votes in the association, only if all of the units are restricted exclusively to nonresidential uses.

(b) An agreement to terminate shall be evidenced by the execution of a termination agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of unit owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement and all ratifications thereof shall be recorded in every town in which a portion of the common interest community is situated and is effective only on recordation.

(c) In the case of a condominium or planned community containing only units having horizontal boundaries described in the declaration, a termination agreement may provide that all of the common elements and units of the common interest community shall be sold following termination. If, pursuant to the agreement, any real property in the common interest community is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

(d) In the case of a condominium or planned community containing any units not having horizontal boundaries described in the declaration, a termination agreement may provide for sale of the common elements, but it may not require that the units be sold following termination, unless the declaration as originally recorded provided otherwise or all unit owners consent to the sale.

(e) The association, on behalf of the unit owners, may contract for the sale of real property in a common interest community, but the contract is not binding on the unit owners until approved pursuant to subsections (a) and (b) of this section. If any real property is to be sold following termination, title to that real property, on termination, vests in the association as trustee for the holders of all interests in the units. Thereafter, the association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to unit owners and lien holders, as their interests may appear, in accordance with subsections (h), (i) and (j) of this section. Unless otherwise specified in the termination agreement, as long as the association holds title to the real property, each unit owner and the unit owner’s successors in interest have an exclusive right to occupancy of the portion of the real property that formerly constituted the unit. During the period of that occupancy, each unit owner and the unit owner’s successors in interest remain liable for all assessments and other obligations imposed on unit owners by this chapter or the declaration.

(f) In a condominium or planned community, if the real property constituting the common interest community is not to be sold following termination, title to the common elements and, in a common interest community containing only units having horizontal boundaries described in the declaration, title to all the real property in the common interest community, vest in the unit owners on termination as
tenants in common in proportion to their respective interests as provided in subsection (j) of this section, and liens on the units shift accordingly. While the tenancy in common exists, each unit owner and the unit owner’s successors in interest have an exclusive right to occupancy of the portion of the real property that formerly constituted the unit.

(g) Following termination of the common interest community, the proceeds of any sale of real property, together with the assets of the association, are held by the association as trustee for unit owners and holders of liens on the units as their interests may appear.

(h) Following termination of a condominium or planned community, creditors of the association holding liens on the units, which were recorded before termination, may enforce those liens in the same manner as any lien holder. All other creditors of the association are to be treated as if they had perfected liens on the units immediately before termination.

(i) In a cooperative, the declaration may provide that all creditors of the association have priority over any interests of unit owners and creditors of unit owners. In that event, following termination, creditors of the association holding liens on the cooperative which were recorded before termination may enforce their liens in the same manner as any lien holder, and any other creditor of the association is to be treated as if he had perfected a lien against the cooperative immediately before termination. Unless the declaration provides that all creditors of the association have that priority:

1. The lien of each creditor of the association which was perfected against the association before termination becomes, on termination, a lien against each unit owner’s interest in the unit as of the date the lien was perfected;

2. Any other creditor of the association is to be treated on termination as if the creditor had perfected a lien against each unit owner’s interest immediately before termination;

3. The amount of the lien of an association’s creditor described in subdivisions (1) and (2) of this subsection against each of the unit owners’ interest shall be proportionate to the ratio which each unit’s common expense liability bears to the common expense liability of all of the units;

4. The lien of each creditor of each unit owner which was perfected before termination continues as a lien against that unit owner’s unit as of the date the lien was perfected; and

5. The assets of the association shall be distributed to all unit owners and all lien holders as their interests may appear in the order described above. Creditors of the association are not entitled to payment from any unit owner in excess of the amount of the creditor’s lien against that unit owner’s interest.

(j) The respective interests of unit owners referred to in subsections (e), (f), (g), (h) and (i) of this section are as follows:

1. Except as provided in subdivision (2) of this subsection, the respective interests of unit owners are the fair market values of their units, allocated interests and any limited common elements immediately before the termination, as determined by one or more independent appraisers selected by the association. The decision of the independent appraisers shall be distributed to the unit owners and becomes final unless disapproved within thirty days after distribution by unit owners of units to which twenty-five per cent of the votes in the association
are allocated. The proportion of any unit owner’s interest to that of all unit owners is determined by dividing the fair market value of that unit owner’s unit and its allocated interests by the total fair market values of all the units and their allocated interests.

(2) If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value thereof before destruction cannot be made, the interests of all unit owners are their respective common expense liabilities immediately before the termination.

(k) In a condominium or planned community, except as provided in subsection (l) of this section, foreclosure or enforcement of a lien or encumbrance against the entire common interest community does not terminate, of itself, the common interest community, and foreclosure or enforcement of a lien or encumbrance against a portion of the common interest community, other than withdrawable real property, does not withdraw that portion from the common interest community. Foreclosure or enforcement of a lien or encumbrance against withdrawable real property, or against common elements that have been subjected to a security interest by the association under section 47-254, does not withdraw, of itself, that real property from the common interest community, but the person taking title thereto may require from the association, on request, an amendment excluding the real property from the common interest community.

(l) In a condominium or planned community, if a lien or encumbrance against a portion of the real property comprising the common interest community has priority over the declaration and the lien or encumbrance has not been partially released, the parties foreclosing the lien or encumbrance, on foreclosure, may record an instrument excluding the real property subject to that lien or encumbrance from the common interest community.

(m) If substantially all the units in a common interest community have been destroyed or abandoned or are uninhabitable and the available methods for giving notice under section 47-261c of a meeting of unit owners to consider termination under this section will not likely result in receipt of the notice, the executive board or any other interested person may commence an action in the Superior Court seeking to terminate the common interest community. During the pendency of the action, the court may issue whatever orders it considers appropriate, including appointment of a receiver. After a hearing, the court may terminate the common interest community or reduce its size pursuant to this section, notwithstanding that eighty per cent of the unit owners did not vote or agree to that action, and may issue any other order the court considers to be in the best interest of the unit owners and persons holding a property interest in the common interest community.


History: P.A. 95-187 amended Subsec. (k) to provide that foreclosure or enforcement of a lien or encumbrance “against common elements that have been subjected to a security interest by the association under section 47-254” does not withdraw, of itself, that real property from the community; P.A. 05-288 made technical changes in Subsec. (e), effective July 13, 2005; P.A. 09-225 amended Subsec. (a) to reference circumstances described in Subsec. (m), other approvals required by declaration and “in no event less than a majority” re votes in association, and added Subsec. (m) re action in Superior Court to terminate common interest community, effective July 1, 2010; P.A. 10-186 made a technical change in Subsec. (d) and replaced reference to Sec. 47-261b with reference to Sec. 47-261c in Subsec. (m), effective July 1, 2010.
Sec. 47-238. Rights of secured lenders. (a) The declaration may require that all or a specified number or percentage of the lenders who hold security interests encumbering the units or who have extended credit to the association and whose consent rights have been granted by agreement, approve specified actions of the unit owners or the association as a condition to the effectiveness of those actions, but no requirement for approval may operate to (1) deny or delegate control over the general administrative affairs of the association by the unit owners or the executive board, or (2) prevent the association or the executive board from commencing, intervening in or settling any litigation or proceeding, or (3) prevent any insurance trustee or the association from receiving and distributing any insurance proceeds except pursuant to section 47-255.

(b) A lender who has extended credit to an association secured by an assignment of income or an encumbrance on the common elements may enforce its security agreement in accordance with its terms, subject to the requirements of this chapter and other law. Requirements that the association must deposit its periodic common charges before default with the lender to which the association’s income has been assigned, or increase its periodic common charges at the lender’s direction by amounts reasonably necessary to amortize the loan in accordance with its terms, or to have a court appointed receiver of the association collect and disburse common charges after default, do not violate the prohibitions on lender approval contained in subsection (a) of this section.

(P.A. 83-474, S. 39, 96; P.A. 95-187, S. 14.)

History: P.A. 95-187 designated existing provisions as Subsec. (a) and amended said Subsec. to delete provision re security interests encumbering the “common elements” and add provision authorizing the declaration to require that secured lenders “who have extended credit to the association and whose consent rights have been granted by agreement” approve certain actions and added Subsec. (b) to authorize a lender who has extended credit to an association secured by an assignment of income or an encumbrance on the common elements to enforce its security agreement and provide that certain requirements imposed on the association or a receiver re the deposit, increase or collection and disbursement of common charges do not violate the prohibitions on lender approval of Subsec. (a).

Sec. 47-239. Master associations.

(a) If the declaration provides that any of the powers described in section 47-244 are to be exercised by, or may be delegated to, a profit or nonprofit corporation or unincorporated association that exercises those or other powers on behalf of one or more common interest communities or for the benefit of the unit owners of one or more common interest communities, all provisions of this chapter applicable to unit owners’ associations apply to any such corporation or unincorporated association, except as modified by this section.

(b) Unless it is acting in the capacity of an association described in section 47-243, a master association may exercise the powers set forth in subdivision (2) of subsection (a) of section 47-244 only to the extent expressly permitted in the declarations of common interest communities which are part of the master association or expressly described in the delegations of power from those common interest communities to the master association.

(c) If the declaration of any common interest community provides that the executive board may delegate certain powers to a master association, the members of the executive board have no liability for the acts or omissions of the master association with respect to those powers following delegation.
(d) The rights and responsibilities of unit owners with respect to the unit owners’ association set forth in sections 47-245, 47-250, 47-251, 47-252 and 47-254 apply in the conduct of the affairs of a master association only to persons who elect the board of a master association, whether or not those persons are otherwise unit owners within the meaning of this chapter.

(e) Even if a master association is also an association described in section 47-243, the certificate of incorporation or other instrument creating the master association and the declaration of each common interest community the powers of which are assigned by the declaration or delegated to the master association, may provide that the executive board of the master association shall be elected after the period of declarant control in any of the following ways:

1. All unit owners of all common interest communities subject to the master association may elect all members of the master association’s executive board.
2. All members of the executive boards of all common interest communities subject to the master association may elect all members of the master association’s executive board.
3. All unit owners of each common interest community subject to the master association may elect specified members of the master association’s executive board.
4. All members of the executive board of each common interest community subject to the master association may elect specified members of the master association’s executive board.

(f) No person shall provide or offer to any member of the master association’s executive board or a person seeking election as a member of the master association’s executive board, and no member of the master association’s executive board or a person seeking election as a member of the master association’s executive board shall accept, any item of value based on any understanding that the vote, official action or judgment of such member or person seeking election would be or has been influenced thereby.

(P.A. 83-474, S. 40, 96; P.A. 11-195, S. 2.)

History: P.A. 11-195 added Subsec. (f) re prohibition on providing or offering item of value to member of master association’s executive board or person seeking election as a member of such board, and on accepting such item.

Sec. 47-239a. Termination and dissolution of master association. Establishment of nonstock corporation.
In the case of a master association: (1) That is comprised of common interest communities consisting of not less than four hundred units but not more than six hundred units, (2) in which the master association is governed by a board of directors consisting of one individual representing each constituent common interest community, who is on the board of directors of the constituent common interest community, and (3) in which the master association board of directors has a weighted vote based on the number of units in the constituent common interest community represented by the director:

(A) On the written consent of unit owners owning not less than twenty-five per cent of the units in the constituent common interest communities of such master association, the master association shall be terminated and dissolved and shall convey all assets owned by the master
association to a new nonstock corporation that shall be formed not later than sixty days after the termination and dissolution of the master association.

(B) The associations of unit owners of the constituent common interest communities shall be the members of the new nonstock corporation. Each of the member associations shall appoint one person to be a member of the board of directors of the new nonstock corporation. Each member of the board of directors of the new nonstock corporation shall have one equal vote on matters to be voted on by the board of directors.

(C) The unit owners of each constituent common interest community shall have equal rights to utilize the facilities owned by the new nonstock corporation and each constituent common interest community shall share in the cost of the operation, maintenance, repair and replacement of the facilities of the new nonstock corporation on the basis of the number of units in each constituent common interest community as a percentage of the total number of units in all constituent common interest communities that comprise the master association.

(D) The Superior Court shall have jurisdiction to enter such orders as may be appropriate in the circumstances to implement the termination and transfer and the organization and operation of the new nonstock corporation.

History

Sec. 47-240. Merger or consolidation of common interest communities. (a) Any two or more common interest communities of the same form of ownership, by agreement of the unit owners as provided in subsection (b) of this section, may be merged or consolidated into a single common interest community. In the event of a merger or consolidation, unless the agreement otherwise provides, the resultant common interest community is the legal successor, for all purposes, of all of the preexisting common interest communities, and the operations and activities of all associations of the preexisting common interest communities are merged or consolidated into a single association that holds all powers, rights, obligations, assets and liabilities of all preexisting associations.

(b) An agreement of two or more common interest communities to merge or consolidate pursuant to subsection (a) of this section shall be evidenced by an agreement prepared, executed, recorded and certified by the president of the association of each of the preexisting common interest communities following approval by owners of units to which are allocated the percentage of votes in each common interest community required to terminate that common interest community. The agreement shall be recorded in every town in which a portion of the common interest community is located and is not effective until recorded.

(c) Every merger or consolidation agreement shall provide for the reallocation of the allocated interests in the new association among the units of the resultant common interest community either by stating (1) the reallocations or (2) the formulas on which they are based.

(P.A. 83-474, S. 41, 96; P.A. 07-217, S. 180.)

History: P.A. 07-217 made a technical change in Subsec. (b), effective July 12, 2007.
Sec. 47-241. Addition of unspecified real property. In a planned community, if the right is originally reserved in the declaration, the declarant, in addition to any other development right, may amend the declaration at any time during as many years as are specified in the declaration to add additional real property to the planned community without describing the location of that real property in the original declaration; but the amount of real property added to the planned community pursuant to this section may not exceed ten per cent of the real property described in subdivision (3) of subsection (a) of section 47-224 and the declarant may not in any event increase the number of units in the planned community beyond the number stated in the original declaration pursuant to subdivision (5) of said subsection.

(P.A. 83-474, S. 42, 96; P.A. 84-472, S. 11, 23.)

History: P.A. 84-472 replaced “for adding” with “to add”.

Sec. 47-241a. Master planned communities. (a) The declaration for a common interest community may state that it is a master planned community if the declarant has reserved the development right to create at least five hundred units that may be used for residential purposes, and at the time of the reservation such declarant owns or controls more than five hundred acres on which the units may be built.

(b) If the requirements of subsection (a) of this section are satisfied, the declaration for the master planned community need not state a maximum number of units and need not contain any of the information required by subdivisions (3) to (14), inclusive, of subsection (a) of section 47-224 until the declaration is amended under subsection (c) of this section.

(c) When each unit in a master planned community is conveyed to a purchaser, the declaration must contain (1) a sufficient legal description of the unit and all portions of the master planned community in which any other units have been conveyed to a purchaser, and (2) all the information required by subdivisions (3) to (14), inclusive, of subsection (a) of section 47-224 with respect to that real property.

(d) The only real property in a master planned community which is subject to this chapter are units that have been declared or which are being offered for sale and any other real property described pursuant to subsection (c) of this section. Other real property that is or may become part of the master planned community is not subject to the provisions of this chapter but is subject to any other restrictions and limitations that appear of record.

(e) If the public offering statement conspicuously identifies the fact that the community is a master planned community, the disclosure requirements contained in sections 47-262 to 47-281, inclusive, apply only with respect to units that have been declared or are being offered for sale in connection with the public offering statement and to the real property described pursuant to subsection (c) of this section.

(f) Limitations in this chapter on the addition of unspecified real property do not apply to a master planned community.

(g) The common interest community loses its status as a master planned community if the aggregate amount of land which is either subject to the declaration or owned or contractually controlled by the declarant ceases to total at least five hundred acres.
(h) The period of declarant control of the association for a master planned community terminates in accordance with any conditions specified in the declaration or otherwise at the time the declarant, in a recorded instrument and after giving notice in a record to all unit owners, voluntarily surrenders all rights to control the activities of the association.

(P.A. 95-187, S. 15; P.A. 09-225, S. 18.)

History: P.A. 09-225 added Subsec. (h) re termination of declarant control, effective July 1, 2010.

Sec. 47-242. Addition of land or units to limited equity cooperative. (a) For the purposes of this section, “limited equity cooperative” means a cooperative whose declaration contains any restrictions on (1) the amount for which a unit may be sold, or (2) the amount that may be received by a unit owner on the (A) sale or condemnation of, or casualty loss to, the unit or to the common interest community, (B) termination of the common interest community, or (C) abandonment or other termination of a unit owner’s or tenant’s right of occupancy of a unit.

(b) The declaration of a limited equity cooperative may provide, notwithstanding the requirements of subdivision (3) of subsection (a) of section 47-224, that the declaration may be amended by vote or agreement of unit owners of units to which at least sixty-seven per cent of the votes in the association are allocated, to add land and units to the cooperative, even though the land and units were not described in the original declaration.

(c) If the declaration of a limited equity cooperative is amended pursuant to subsection (b) of this section to add land or units, the amendment shall comply with sections 47-229 and 47-236; provided (1) the amendment may reallocate the allocated interests among all the units in any reasonable manner which has been approved by the vote or agreement of unit owners; and (2) the amendment shall contain a legally sufficient description of the real property added to the cooperative.

(P.A. 83-474, S. 43, 96.)

Part III Management of Common Interest Communities

Sec. 47-243. Organization of unit owners’ association. A unit owners’ association shall be organized no later than the date the first unit in the common interest community is conveyed. The membership of the association at all times shall consist exclusively of all unit owners or, following termination of the common interest community, of all former unit owners entitled to distributions of proceeds under section 47-237 or their heirs, successors or assigns. The association shall have an executive board. The association shall be organized as a business or nonstock corporation, trust, partnership or unincorporated association.

(P.A. 83-474, S. 44, 96; P.A. 09-225, S. 19.)

History: P.A. 09-225 provided that association shall have an executive board and substituted “business or nonstock corporation” for “profit or nonprofit corporation”, effective July 1, 2010.

Sec. 47-244. Powers and duties of unit owners’ association. (a) Except as provided in subsection (b) of this section, and subject to the provisions of the declaration, the association, even if unincorporated:

(1) Shall adopt and may amend bylaws, and may adopt and amend rules;
(2) Shall adopt and may amend budgets, may adopt and amend special assessments, may collect assessments for common expenses from unit owners and may invest funds of the association;

(3) May hire and discharge managing agents and other employees, agents and independent contractors;

(4) May institute, defend or intervene in litigation or in arbitration, mediation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the common interest community, subject to section 47-261f;

(5) May make contracts and incur liabilities;

(6) May regulate the use, maintenance, repair, replacement and modification of common elements;

(7) May cause additional improvements to be made as a part of the common elements;

(8) May acquire, hold, encumber and convey in its own name any right, title or interest to real property or personal property, but (A) common elements in a condominium or planned community may be conveyed or subjected to a security interest only pursuant to section 47-254, and (B) part of a cooperative may be conveyed, or all or part of a cooperative may be subjected to a security interest, only pursuant to section 47-254;

(9) May grant easements, leases, licenses and concessions through or over the common elements;

(10) May impose and receive any payments, fees or charges for the use, rental or operation of the common elements, other than limited common elements described in subdivisions (2) and (4) of section 47-221, and for services provided to unit owners;

(11) May impose charges or interest or both for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, rules and regulations of the association;

(12) May impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by section 47-270 or statements of unpaid assessments;

(13) May provide for the indemnification of its officers and executive board and maintain directors’ and officers’ liability insurance;

(14) Subject to subsection (d) of section 47-261e, may assign its right to future income, including the right to receive common expense assessments;

(15) May exercise any other powers conferred by the declaration or bylaws;

(16) May exercise all other powers that may be exercised in this state by legal entities of the same type as the association;
(17) May exercise any other powers necessary and proper for the governance and operation of the association;

(18) May require, by regulation, that disputes between the executive board and unit owners or between two or more unit owners regarding the common interest community must be submitted to nonbinding alternative dispute resolution in the manner described in the regulation as a prerequisite to commencement of a judicial proceeding; and

(19) May suspend any right or privilege of a unit owner who fails to pay an assessment, but may not:
   (A) Deny a unit owner or other occupant access to the owner’s unit or its limited common elements;
   (B) Suspend a unit owner’s right to vote or participate in meetings of the association;
   (C) Prevent a unit owner from seeking election as a director or officer of the association; or
   (D) Withhold services provided to a unit or a unit owner by the association if the effect of withholding the service would be to endanger the health, safety or property of any person.

(b) The declaration may not limit the power of the association, beyond the limit authorized in subdivision (18) of subsection (a) of this section, to:
   (1) Deal with the declarant if the limit is more restrictive than the limit imposed on the power of the association to deal with other persons; or
   (2) Institute litigation or an arbitration, mediation or administrative proceeding against any person, except that the association shall comply with section 47-261f, if applicable, before instituting any proceeding described in subsection (a) of section 47-261f, in connection with construction defects.

(c) The executive board promptly shall provide notice to the unit owners of any legal proceeding in which the association is a party other than proceedings involving enforcement of rules, recovery of unpaid assessments or other sums due the association, or defense of the association’s lien on a unit in a foreclosure action commenced by a third party.

(d) If a tenant of a unit owner violates the declaration, bylaws or rules and regulations of the association, in addition to exercising any of its powers against the unit owner, the association may:
   (1) Exercise directly against the tenant the powers described in subdivision (11) of subsection (a) of this section;
   (2) After giving notice to the tenant and the unit owner and an opportunity to be heard, levy reasonable fines against the tenant or unit owner, or both, for the violation; and
(3) Enforce any other rights against the tenant for the violation which the unit owner as landlord could lawfully have exercised under the lease, including any such right to bring a summary process action under chapter 832.

(e) The rights referred to in subdivision (3) of subsection (d) of this section may only be exercised if the tenant or unit owner fails to cure the violation within ten days after the association notifies the tenant and unit owner of that violation.

(f) Unless a lease otherwise provides, this section does not:
   (1) Affect rights that the unit owner has to enforce the lease or that the association has under other law; or
   (2) Permit the association to enforce a lease to which it is not a party except to the extent that there is a violation of the declaration, bylaws or rules.

(g) The executive board may determine whether to take enforcement action by exercising the association’s power to impose sanctions or commencing an action for a violation of the declaration, bylaws and rules, which may include a determination of whether to compromise any claim for unpaid assessments or other claim made by or against it. The executive board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented:
   (1) The association’s legal position does not justify taking any or further enforcement action;
   (2) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with law;
   (3) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the association’s resources; or
   (4) It is not in the association’s best interests to take enforcement action.

(h) The executive board’s decision under subsection (g) of this section not to take enforcement action under one set of circumstances does not prevent the executive board from taking enforcement action under another set of circumstances, except that the executive board may not be arbitrary or capricious in taking enforcement action.
mediation in Subdiv. (4) and make provisions thereat subject to Sec. 47-261f, make Subdiv. (14) subject to Sec. 47-261e(d) and delete limitation therein to extent declaration expressly provides, and add Subdiv. (19) re power to suspend any right or privilege of owner who fails to pay assessment, subject to enumerated limitations, effective July 8, 2009, and applicable to common interest communities created before, on or after January 1, 1984, and rewrote and reorganized Subsec. (b), inserted Subdiv. designator (1) and new provisions as Subdiv. (2) therein re instituting litigation or arbitration, mediation or administrative proceeding, deleted former Subsec. (c) re rules and regulations that affect use or occupancy of residential units, inserted new Subsec. (c) re notice to unit owners of legal proceedings, substituted “referred to in” for “granted under” in Subsec. (e), deleted reference to regulations in Subsec. (f)(2), and added Subsecs. (g) and (h) re executive board’s determination to take enforcement action, effective July 1, 2010; P.A. 10-186 made technical changes in Subsecs. (a)(10), (g) and (h), effective July 1, 2010.

Sec. 47-244a. Unincorporated unit owners’ association’s statutory agent for service. (a) Not later than January 1, 1992, each unit owners’ association, as defined in section 47-202, that is not incorporated in this state shall have and maintain a statutory agent for service in this state as provided in this section. A statutory agent for service shall be either (1) a natural person who is a resident of this state, (2) a domestic corporation with or without capital stock, or (3) any corporation not organized under the laws of this state which has procured a certificate of authority to transact business or conduct affairs in this state.

(b) A statutory agent for service of a unit owners’ association shall be appointed by filing with the Secretary of the State a written appointment in such form as he prescribes setting forth: (1) The name of the common interest community and of the association; (2) the name of the statutory agent for service; and (3) if the statutory agent is a natural person, the business and residence address thereof; if the statutory agent is a domestic corporation, the address of the principal office thereof; if the statutory agent is a corporation not organized under the laws of this state, the address of the principal office thereof in this state, if any. In each case the address shall include the street and number or other particular designation.

(c) The written appointment shall be signed by the president, vice president or secretary of the appointing association. Each written appointment shall also be signed by the statutory agent for service therein appointed.

(d) If a statutory agent for service dies, dissolves, withdraws from the state or resigns, the unit owners’ association shall forthwith appoint another statutory agent for service. If the statutory agent for service changes his or its address within the state from that appearing upon the record in the office of the Secretary of the State, the unit owners’ association shall forthwith file with the Secretary of the State notice of the new address. A statutory agent for service may resign by filing with the Secretary of the State a signed statement in duplicate to that effect. The Secretary of the State shall forthwith file one copy and mail the other copy of such statement to the unit owners’ association at its principal office. Upon the expiration of thirty days after such filing, the resignation shall be effective and the authority of such statutory agent for service shall terminate. A unit owners’ association may revoke the appointment of a statutory agent for service by making a new appointment as provided in this section and any new appointment so made shall revoke all appointments theretofore made.
(e) The Secretary of the State shall charge and collect a fee of ninety dollars for filing an appointment of a statutory agent, and a fee of eighteen dollars for filing a change of address of statutory agent or change of statutory agent.


History: June Sp. Sess. P.A. 09-3 amended Subsec. (e) to increase fee for filing appointment of statutory agent from $45 to $90 and for filing change of address or change of statutory agent from $9 to $18.

Sec. 47-244b. Service of process on statutory agent. (a) Any process, notice or demand in connection with any action or proceeding required or permitted by law to be served upon a unit owners’ association which is subject to the provisions of section 47-244a may be served upon the association’s statutory agent for service by any proper officer or other person lawfully empowered to make service.

(b) If it appears from the records of the Secretary of the State that such a unit owners’ association has failed to appoint or maintain a statutory agent for service, or if it appears by affidavit attached to the process, notice or demand of the officer or other proper person directed to serve any process, notice or demand upon such an association’s statutory agent for service appearing on the records of the Secretary of the State that such agent cannot, with reasonable diligence, be found at the address shown on such records as the agent’s address, service of such process, notice or demand on such association may, when timely made, be made by such officer or other proper person by: (1) Leaving a true and attested copy thereof together with the required fee at the office of the Secretary of the State or depositing the same in the United States mails, by registered or certified mail, postage prepaid, addressed to such office, and (2) depositing in the United States mails, by registered or certified mail, postage prepaid, a true and attested copy thereof, together with a statement by such officer or person that service is being made pursuant to this section, addressed to such association at its principal office.

(c) The Secretary of the State shall file the copy of each process, notice or demand received by him as provided in subsection (b) of this section and keep a record of the day and hour of such receipt. Service made as provided in this section shall be effective as of such day and hour.

(d) Nothing herein contained shall limit or affect the right to serve any process, notice or demand required or permitted by law to be served upon a unit owners’ association in any other manner now or hereafter permitted by law.

(P.A. 91-341, S. 17, 19.)

Sec. 47-245. Executive board members and officers. Duties. Period of declarant control: Delivery of property and documents by declarant; current financial statement. Prohibitions re elections of executive board members. (a) Except as provided in the declaration, the bylaws, subsection (b) of this section, or other provisions of this chapter, the executive board may act in all instances on behalf of the association. In the performance of their duties, officers and members of the executive board appointed by the declarant shall exercise the degree of care and loyalty to the association required of a trustee and officers and members of the executive board not appointed by a declarant shall exercise the degree of care and loyalty to the association required of an officer or director of a corporation organized under chapter 602, and are subject to the conflict of interest rules governing directors and officers under chapter 602. The standards of care and loyalty described in this section apply regardless of the form in which the association is organized.
(b) The executive board may not:

(1) Amend the declaration, except as provided in section 47-236;

(2) Terminate the common interest community;

(3) Elect members of the executive board, except that the executive board may fill vacancies in its membership for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of executive board members; or

(4) Determine the qualifications, powers and duties, or terms of office of executive board members.

(c) The executive board shall adopt budgets as provided in section 47-261e.

(d) Subject to the provisions of subsection (e) of this section, the declaration may provide for a period of declarant control of the association, during which a declarant, or persons designated by the declarant, may appoint and remove the officers and members of the executive board. A declarant may voluntarily surrender the right to appoint and remove officers and members of the executive board before the period ends. In that event, the declarant may require, during the remainder of the period, that specified actions of the association or executive board, as described in a recorded instrument executed by the declarant, be approved by the declarant before they become effective. Regardless of the period provided in the declaration, a period of declarant control terminates no later than the earlier of: (1) Sixty days after conveyance of sixty per cent of the units that may be created to unit owners other than a declarant, except that in the case of a master planned community, control terminates no later than sixty days after conveyance to unit owners other than the declarant of sixty per cent of the maximum number of units that may be built, if that number is specified, or, if no such number is specified, after conveyance to unit owners other than the declarant of three hundred units; (2) two years after all declarants have ceased to offer units for sale in the ordinary course of business; (3) two years after any right to add new units was last exercised; or (4) the date the declarant, after giving notice in a record to unit owners, records an instrument voluntarily surrendering all rights to control activities of the association.

(e) Not later than sixty days after conveyance of one-third of the units that may be created to unit owners other than a declarant, at least one member and not less than one-third of the members of the executive board shall be elected by unit owners other than the declarant.

(f) Except as otherwise provided in subsection (e) of section 47-239, not later than the termination of any period of declarant control, the unit owners shall elect an executive board of at least three members, at least a majority of whom shall be unit owners. Unless the declaration or bylaws provides for the election of officers by the unit owners, the executive board shall elect the officers. The executive board members and officers shall take office upon election.

(g) A declaration may provide for the appointment of specified positions on the executive board by either a governmental subdivision or agency or a nonstock corporation exempt from taxation under 26 USC 501(c)(3) and 26 USC 4940(d)(2), as from time to time amended, during or after the period of declarant control. A declaration may also provide a method for filling vacancies in those specified positions, other than by election by the unit owners, except that, after the period of declarant control,
appointed members (1) may not comprise more than one-third of the board, and (2) have no greater authority than any other member of the board.

(h) Within thirty days after unit owners other than the declarant elect a majority of the members of the executive board, the declarant 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: (1) The original or a certified copy of the recorded declaration as amended; the association articles of incorporation, if the association is incorporated; bylaws; minute books and other books and records of the association; and any rules and regulations which may have been promulgated; (2) an accounting for association funds and financial statements, from the date the association received funds and ending on the date the period of declarant control ends. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant’s letter, expressing either (A) the opinion that the financial statements present fairly the financial position of the association in conformity with generally accepted accounting principles or (B) a disclaimer of the accountant’s ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles, and the reasons therefor. The expense of the audit shall not be paid for or charged to the association; (3) association funds or control thereof; (4) all of declarant’s tangible personal property that has been represented by the declarant to be the property of the association or, unless the declarant has disclosed in the public offering statement that all such personal property used in the common interest community will remain the declarant’s property, all of the declarant’s tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the common elements, and inventories of these properties; (5) a copy of any plans and specifications used in the construction of the improvements in the common interest community which were completed within two years before the declaration was recorded; (6) all insurance policies then in force, in which the unit owners, the association or its directors and officers are named as insured persons; (7) copies of any certificates of occupancy that may have been issued with respect to any improvements comprising the common interest community; (8) any other permits issued by governmental bodies applicable to the common interest community 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; (9) written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective; (10) a roster of unit owners and mortgagees and their addresses and telephone numbers, if known, as shown on the declarant’s records; (11) employment contracts in which the association is a contracting party; and (12) any service contract in which the association is a contracting party or in which the association or the unit owners have any obligation to pay a fee to the persons performing the services.

(i) During the period of declarant control, the declarant shall, at least every six months, provide the unit owners with a current financial statement of the association. The statement shall be on a cash basis and need not be audited by an independent accountant. It shall include, without limitation, (1) all income and expenses for the calendar year to date; (2) all accounts payable and receivable, including the ages of those accounts and showing all sums due to and from the declarant and affiliates of the declarant; (3) the amount of any funded replacement reserves; and (4) the balance of any other funds of the association.

(j) No person shall provide or offer to any executive board member or a person seeking election as an executive board member, and no executive board member or person seeking election as an executive board member shall accept, any item of value based on any understanding that the vote, official action or judgment of such member or person seeking election would be or has been influenced thereby.
(k) No managing agent of an association or person providing association management services to such association shall campaign for any person seeking election as an executive board member.


History: P.A. 84-472 added Subsec. (h) requiring the declarant to deliver to the association all property of unit owners and of the association held by or controlled by the declarant within 30 days after unit owners other than the declarant elect a majority of the members of the executive board and added Subsec. (i) requiring the declarant to provide the unit owners with a current financial statement of the association at least every six months during the period of declarant control; P.A. 95-187 amended Subsec. (a) to revise and heighten the standard of care required of officers and members of the executive board and amended Subsec. (d) to add exception re a master planned community in Subdiv. (1) and added Subdiv. (4) re the date the declarant records an instrument voluntarily surrendering control; P.A. 96-180 made technical change in Subsec. (a), effective June 3, 1996; P.A. 96-256 amended Subsec. (a) to replace reference to chapter 600 with chapter 602, effective January 1, 1997; P.A. 05-288 made technical changes in Subsec. (d), effective July 13, 2005; P.A. 07-243 amended Subsec. (c) by adding provisions re notwithstanding declaration or bylaws, re hand-delivery of summary, re opportunity for unit owners to express views concerning proposed budget and re copy of budget available at meeting and by making technical changes; P.A. 09-225 amended Subsec. (a) to insert “to the association” re loyalty and reference conflict of interest rules in Ch. 602 and standards of care and loyalty described in section, reorganized and rewrote Subsec. (b), inserted Subdiv. designators (1) to (4) therein, inserted exception re Sec. 47-236 in Subsec. (b)(1) and rewrote provisions re filling vacancies in Subsec. (b)(3), replaced former provisions of Subsec. (c) re ratification of proposed budget with requirement that executive board adopt budget as provided in Sec. 47-261e, reorganized Subsec. (d) and substituted “notice in a record” for “written notice”, amended Subsec. (f) to add provision re declaration or bylaws providing for election of officers by unit owners, deleted former Subsec. (g) re removal of members, added new Subsec. (g) re appointment of specified positions and method for filling vacancies, and made technical changes, effective July 1, 2010; P.A. 10-186 amended Subsec. (g) to substitute “exempt from taxation” for “exempt from taxation as a public charity”, effective July 1, 2010; P.A. 11-195 added new Subsecs. (j) and (k) re prohibition on providing, offering or accepting item of value from, or campaigning by, managing agent of an association or person providing association management services re elections of executive board members.

Sec. 47-246. Transfer of special declarant rights. Obligations and liabilities. (a) A special declarant right, as defined in subsection (29) of section 47-202, created or reserved under this chapter may be transferred only by an instrument evidencing the transfer recorded in every town in which any portion of the common interest community is located.

(b) On transfer of any special declarant right, the liability of a transferor declarant is as follows:

(1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed on him by this chapter. Lack of privity does not deprive any unit owner of standing to maintain an action to enforce any obligation of the transferor.
(2) If a successor to any special declarant right is an affiliate of a declarant, as defined in subsection (1) of section 47-202, the transferor is jointly and severally liable with the successor for any obligations or liabilities of the successor relating to the common interest community.

(3) If a transferor retains any special declarant rights, but transfers other special declarant rights to a successor who is not an affiliate of the declarant, the transferor is liable for any obligations or liabilities imposed on a declarant by this chapter or by the declaration relating to the retained special declarant rights and arising after the transfer.

(4) A transferor has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special declarant right by a successor declarant who is not an affiliate of the transferor.

(c) (1) Unless otherwise provided in a mortgage instrument, deed of trust or other agreement creating a security interest, in case of a sale by a trustee under an agreement creating a security interest, tax sale, judicial sale other than a foreclosure sale, or sale under bankruptcy or receivership proceedings, of any units owned by a declarant or real property in a common interest community subject to development rights, a person acquiring title to all the property being sold, but only on his request, succeeds to all special declarant rights related to that property held by that declarant, or only to any rights reserved in the declaration pursuant to section 47-234 and held by that declarant to maintain models, sales offices, management offices and signs. The judgment or instrument conveying title shall provide for transfer of only the special declarant rights requested.

(2) Unless otherwise provided in a mortgage instrument, a foreclosure of a mortgage on property in a common interest community subject to development rights operates to vest absolute title to the development rights related to the property being foreclosed and held by the declarant whose interest is being foreclosed in the foreclosing mortgagee, or in a redeeming defendant, or in a purchaser at a foreclosure auction unless the foreclosing mortgagee, in its complaint for foreclosure, indicates that those development rights are not part of the mortgaged property for which the mortgagee is seeking a foreclosure.

(d) On foreclosure of a security interest, sale by a trustee under an agreement creating a security interest, tax sale, judicial sale, or sale under bankruptcy or receivership proceedings, of all interests in a common interest community owned by a declarant:

(1) The declarant ceases to have any special declarant rights; and

(2) The period of declarant control, as provided in subsection (d) of section 47-245, terminates unless the judgment or instrument conveying title provides for transfer of all special declarant rights held by that declarant to a successor declarant.

(e) The liabilities and obligations of a person who succeeds to special declarant rights are as follows:

(1) A successor to any special declarant right who is an affiliate of a declarant is subject to all obligations and liabilities imposed on the transferor by this chapter or by the declaration.

(2) A successor to any special declarant right, other than a successor described in subdivisions (3) or (4) of this subsection or a successor who is an affiliate of a declarant, is subject to the obligations and liabilities imposed by this chapter or the declaration: (A) On a declarant which relate to the successor’s exercise or nonexercise of special declarant rights; or (B) on his transferor, other than: (i) Misrepresentations by any previous declarant; (ii) warranty obligations
on improvements made and sold by any previous declarant, or made before the common
interest community was created; (iii) breach of any fiduciary obligation by any previous
declarant or his appointees to the executive board; or (iv) any liability or obligation imposed on
the transferor as a result of the transferor’s acts or omissions after the transfer.

(3) A successor to only a right reserved in the declaration to maintain models, sales offices, and
signs, as provided in section 47-234, may not exercise any other special declarant right, and is
not subject to any liability or obligation as a declarant, except the obligation to provide a public
offering statement and any liability arising as a result thereof.

(4) A successor to all special declarant rights held by a transferor who succeeded to those rights
pursuant to a deed or other instrument of conveyance in lieu of foreclosure or a judgment or
instrument conveying title under subsection (c), may declare in a recorded instrument the
intention to hold those rights solely for transfer to another person. Thereafter, until transferring
all special declarant rights to any person acquiring title to any unit or real property subject to
development rights owned by the successor, or until recording an instrument permitting
exercise of all those rights, that successor may not exercise any of those rights other than any
right held by his transferor to control the executive board in accordance with subsection (d) of
section 47-245 for the duration of any period of declarant control, and any attempted exercise
of those rights is void. As long as a successor declarant may not exercise special declarant rights
under this subsection, he is not subject to any liability or obligation as a declarant other than
liability for his acts and omissions under subsection (d) of section 47-245.

(f) Nothing in this section subjects any successor to a special declarant right to any claims against or
other obligations of a transferor declarant, other than claims and obligations arising under this chapter
or the declaration.


History: P.A. 84-472 amended Subsec. (c) by adding “management offices”; P.A. 95-187 amended
Subsec. (c) to designate existing provisions as Subdiv. (1) and delete from said Subdiv. provisions
concerning foreclosures and to add Subdiv. (2) re the effect of a foreclosure of a mortgage on property
subject to development rights; P.A. 96-180 made technical grammatical change in Subsec. (c) effective
June 3, 1996.

Sec. 47-247. Termination of contracts and leases. (a) Except in the case of nonresidential common
interest communities as provided in section 47-215, if entered into before the executive board elected
by the unit owners pursuant to subsection (f) of section 47-245 takes office, the association may
terminate without penalty upon not less than ninety days’ notice to the other party any of the following:
(1) Any management, maintenance, operations or employment contract or lease of recreational or
parking areas or facilities; or (2) any other contract or lease between the association and a declarant or
an affiliate of a declarant; or (3) any contract or lease that is not bona fide or was unconscionable or
commercially unreasonable to the unit owners at the time entered into under the circumstances then
prevailing.

(b) This section does not apply to: (1) Any lease the termination of which would terminate the common
interest community or reduce its size, unless the real property subject to that lease was included in the
common interest community for the purpose of avoiding the right of the association to terminate a lease under this section, or (2) a proprietary lease.


History: P.A. 95-187 amended Subsec. (a) to add exception for nonresidential common interest communities; P.A. 09-225 rewrote and reorganized provisions in Subsec. (a) re termination of contracts, added maintenance and operations contracts in Subsec. (a)(1) and made technical changes, effective July 1, 2010; P.A. 10-186 made technical changes in Subsec. (a), effective July 1, 2010.

Sec. 47-248. Bylaws. (a) The bylaws of the association shall: (1) Provide the number of members of the executive board and the titles of the officers of the association; (2) unless otherwise specified in the declaration, provide for election by either the executive board or the unit owners of a president, treasurer, secretary and any other officers of the association the bylaws specify; (3) specify the qualifications, powers and duties, terms of office and manner of electing and removing executive board members and officers and filling vacancies; (4) specify the powers the executive board or officers may delegate to other persons or to a managing agent; (5) specify the officers who may prepare, execute, certify and record amendments to the declaration on behalf of the association; (6) specify a method for amending the bylaws; (7) contain any provision necessary to satisfy requirements in this chapter or the declaration concerning meetings, voting, quorums and other activities of the association; and (8) provide for any matter required by the law of this state other than this chapter, which is not inconsistent with this chapter, to appear in the bylaws of organizations of the same type as the association.

(b) Subject to the declaration and this chapter, the bylaws may provide for any other necessary or appropriate matters including matters that could be adopted as rules.

(P.A. 83-474, S. 49, 96; P.A. 09-225, S. 24; P.A. 10-186, S. 22.)

History: P.A. 09-225 reorganized Subsec. (a) and added therein Subdiv. (7) re provisions necessary re meetings, voting, quorums and other activities of association and Subdiv. (8) re any matter required by law of state other than chapter, and amended Subsec. (b) to reference chapter and rewrite provisions re necessary and appropriate matters, effective July 1, 2010; P.A. 10-186 amended Subsec. (a)(2) to allow election by either executive board or unit owners, rather than only executive board, unless otherwise specified in the declaration, effective July 1, 2010.

Sec. 47-249. Upkeep of common interest community. Liability for expenses. (a) Except to the extent provided by the declaration, subsection (b) of this section or subsection (h) of section 47-255, the association is responsible for maintenance, repair and replacement of the common elements, and each unit owner is responsible for maintenance, repair and replacement of his unit. Each unit owner shall afford to the association and the other unit owners, and to their agents or employees, access through his unit reasonably necessary for those purposes. If damage is inflicted on the common elements or on any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible, is liable for the prompt repair thereof.

(b) In addition to the liability that a declarant as a unit owner has under this chapter, the declarant alone is liable for all expenses in connection with real property subject to development rights. No other unit owner and no other portion of the common interest community is subject to a claim for payment of
those expenses. Unless the declaration provides otherwise, any income or proceeds from real property subject to development rights inures to the declarant.

(c) In a planned community, if all development rights have expired with respect to any real property, the declarant remains liable for all expenses of that real property unless, on expiration, the declaration provides that the real property becomes common elements or units.

(P.A. 83-474, S. 50, 96.)

Sec. 47-250. Meetings. Rules.

Editor’s note: The following is one of two versions of this section, effective until Oct. 1, 2015.

(a) The following requirements apply to unit owner meetings:

(1) An association shall hold a meeting of unit owners annually at a time, date and place stated in or fixed in accordance with the bylaws;

(2) An association shall hold a special meeting of unit owners if its president, a majority of the executive board, or unit owners having at least twenty per cent, or any lower percentage specified in the bylaws, of the votes in the association request that the secretary call the meeting. If the association does not notify unit owners of a special meeting within fifteen days after the requisite number or percentage of unit owners request the secretary to do so, the requesting members may directly notify the unit owners of the meeting. Only matters described in the meeting notice required by subdivision (3) of this subsection may be considered at a special meeting;

(3) An association shall notify unit owners of the time, date and place of each annual and special meeting of unit owners not less than ten days or more than sixty days before the meeting date. Notice may be by any means described in section 47-261c. The notice of any meeting shall state the time, date and place of the meeting and the items on the agenda, including (A) a statement of the general nature of any proposed amendment to the declaration or bylaws, (B) any budget changes, and (C) any proposal to remove an officer or member of the executive board;

(4) Unit owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the common interest community or the association; and

(5) The declaration or bylaws may allow for meetings of unit owners to be conducted by telephonic, video or other conferencing process if the alternative process is consistent with subdivision (7) of subsection (b) of this section.

(b) The following requirements apply to meetings of the executive board and committees of the association authorized to act for the association:

(1) Meetings shall be open to the unit owners and to a representative designated by any unit owner except during executive sessions. The executive board and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held
only to: (A) Consult with the association’s attorney concerning legal matters; (B) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (C) discuss labor or personnel matters; (D) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or (E) prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.

(2) For purposes of this section, a gathering of board members at which the board members do not conduct association business is not a meeting of the executive board. The executive board and its members may not use incidental or social gatherings of board members or any other method to evade the open meeting requirements of this section.

(3) Notwithstanding any actions taken by unanimous consent pursuant to subdivision (8) or (9) of this subsection, during and after the period of declarant control, the executive board shall meet at least two times a year at the common interest community or at a place convenient to the community. Those meetings, and after termination of the period of declarant control, all executive board meetings, shall be at the common interest community or at a place convenient to the community unless the bylaws are amended to vary the location of those meetings.

(4) At each executive board meeting, the executive board shall provide a reasonable opportunity for unit owners to comment regarding any matter affecting the common interest community and the association.

(5) Unless the meeting is included in a schedule given to the unit owners or the meeting is called to deal with an emergency, the secretary or other officer specified in the bylaws shall give notice of each executive board meeting to each board member and to the unit owners. The notice shall be given at least five days before the meeting and shall state the time, date, place and agenda of the meeting, except that notice of a meeting called to adopt, amend or repeal a rule shall be given in accordance with subsection (a) of section 47-261b. If notice of the meeting is included in a schedule given to the unit owners, the secretary or other officer specified in the bylaws shall make available an agenda for such meeting to each board member and to the unit owners not later than forty-eight hours prior to the meeting.

(6) If any materials are distributed to the executive board before the meeting, the executive board at the same time shall make copies of those materials reasonably available to unit owners, except that the board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

(7) Unless prohibited by the declaration or bylaws, the executive board may meet by telephonic, video or other conferencing process if (A) the meeting notice states the conferencing process to be used and provides information explaining how unit owners may participate in the conference directly or by meeting at a central location or conference connection; and (B) the process provides all unit owners the opportunity to hear or perceive the discussion and offer comments as provided in subdivision (4) of this subsection.

(8) The minutes of all executive board meetings shall contain a record of how each board member cast his or her vote on any final action proposed to be taken by the executive board,
unless such action was approved either by unanimous consent of the board members or without objection by any board member.

(9) Instead of meeting, the executive board may act by unanimous consent as documented in a record authenticated by all its members. The secretary promptly shall give notice to all unit owners of any action taken by unanimous consent.

(10) Even if an action by the executive board is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the executive board for failure to comply with this section may not be brought more than sixty days after the minutes of the executive board of the meeting at which the action was taken are approved or the record of that action is distributed to unit owners, whichever is later.

(c) Meetings of the association shall be conducted in accordance with the most recent edition of Roberts’ Rules of Order Newly Revised unless (1) the declaration, bylaws or other law otherwise provides, or (2) two-thirds of the votes allocated to owners present at the meeting are cast to suspend those rules.

Editor’s note: The following is the second of two versions of this section, effective Oct 1, 2015.

(a) The following requirements apply to unit owner meetings:

(1) An association shall hold a meeting of unit owners annually at a time, date and place stated in or fixed in accordance with the bylaws;

(2) An association shall hold a special meeting of unit owners if its president, a majority of the executive board, or unit owners having at least twenty per cent, or any lower percentage specified in the bylaws, of the votes in the association request that the secretary call the meeting. If the association does not notify unit owners of a special meeting within fifteen days after the requisite number or percentage of unit owners request the secretary to do so, the requesting members may directly notify the unit owners of the meeting. Only matters described in the meeting notice required by subdivision (3) of this subsection may be considered at a special meeting;

(3) An association shall notify unit owners of the time, date and place of each annual and special meeting of unit owners not less than ten days or more than sixty days before the meeting date. Notice may be by any means described in section 47-261c. The notice of any meeting shall state the time, date and place of the meeting and the items on the agenda, including (A) a statement of the general nature of any proposed amendment to the declaration or bylaws, (B) any budget changes, and (C) any proposal to remove an officer or member of the executive board;

(4) Unit owners shall be given a reasonable opportunity at any meeting to comment regarding any matter affecting the common interest community or the association; and

(5) The declaration or bylaws may allow for meetings of unit owners to be conducted by telephonic, video or other conferencing process if the alternative process is consistent with subdivision (7) of subsection (b) of this section.
(b) The following requirements apply to meetings of the executive board and committees of the association authorized to act for the association:

(1) Meetings shall be open to the unit owners and to a representative designated by any unit owner except during executive sessions. The executive board and those committees may hold an executive session only during a regular or special meeting of the board or a committee. No final vote or action may be taken during an executive session. An executive session may be held only to: (A) Consult with the association’s attorney concerning legal matters; (B) discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (C) discuss labor or personnel matters; (D) discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or (E) prevent public knowledge of the matter to be discussed if the executive board or committee determines that public knowledge would violate the privacy of any person.

(2) For purposes of this section, a gathering of board members at which the board members do not conduct association business is not a meeting of the executive board. The executive board and its members may not use incidental or social gatherings of board members or any other method to evade the open meeting requirements of this section.

(3) Notwithstanding any actions taken by not less than two-thirds consent of the entire executive board pursuant to subdivision (8) or (9) of this subsection, during and after the period of declarant control, the executive board shall meet at least two times a year at the common interest community or at a place convenient to the community. Those meetings, and after termination of the period of declarant control, all executive board meetings, shall be at the common interest community or at a place convenient to the community unless the bylaws are amended to vary the location of those meetings.

(4) At each executive board meeting, the executive board shall provide a reasonable opportunity for unit owners to comment regarding any matter affecting the common interest community and the association.

(5) Unless the meeting is included in a schedule given to the unit owners or the meeting is called to deal with an emergency, the secretary or other officer specified in the bylaws shall give notice of each executive board meeting to each board member and to the unit owners. The notice shall be given at least five days before the meeting and shall state the time, date, place and agenda of the meeting, except that notice of a meeting called to adopt, amend or repeal a rule shall be given in accordance with subsection (a) of section 47-261b. If notice of the meeting is included in a schedule given to the unit owners, the secretary or other officer specified in the bylaws shall make available an agenda for such meeting to each board member and to the unit owners not later than forty-eight hours prior to the meeting.

(6) If any materials are distributed to the executive board before the meeting, the executive board at the same time shall make copies of those materials reasonably available to unit owners, except that the board need not make available copies of unapproved minutes or materials that are to be considered in executive session.
(7) Unless prohibited by the declaration or bylaws, the executive board may meet by telephonic, video or other conferencing process if (A) the meeting notice states the conferencing process to be used and provides information explaining how unit owners may participate in the conference directly or by meeting at a central location or conference connection; and (B) the process provides all unit owners the opportunity to hear or perceive the discussion and offer comments as provided in subdivision (4) of this subsection.

(8) The minutes of all executive board meetings shall contain a record of how each board member cast his or her vote on any final action proposed to be taken by the executive board, unless such action was approved either by unanimous consent of the board members or without objection by any board member.

(9) Instead of meeting, the executive board may act by not less than two-thirds consent of all executive board members as documented in a record authenticated by its members, noting the consent or nonconsent of each executive board member. The secretary promptly shall give notice to all unit owners of any action taken by not less than two-thirds consent of all executive board members.

(10) Even if an action by the executive board is not in compliance with this section, it is valid unless set aside by a court. A challenge to the validity of an action of the executive board for failure to comply with this section may not be brought more than sixty days after the minutes of the executive board of the meeting at which the action was taken are approved or the record of that action is distributed to unit owners, whichever is later.

(c) Meetings of the association shall be conducted in accordance with the most recent edition of Roberts’ Rules of Order Newly Revised unless (1) the declaration, bylaws or other law otherwise provides, or (2) two-thirds of the votes allocated to owners present at the meeting are cast to suspend those rules.


Amendment Notes:
2014 amendment, by P.A. 14-215, effective Oct. 1, 2014, substituted “subdivision (8) or (9) of this subsection” for “subdivision (8) of subsection (b) of this section” in the first sentence of (b)(3); inserted (b)(8); and redesignated former (b)(8) and (b)(9) as (b)(9) and (b)(10).

History Notes:
P.A. 09-225 designated existing provisions as Subsec. (a) and amended same by adding requirements for unit owner meetings, added Subsec. (b) re executive board and committee meetings and added Subsec. (c) re conduct of meetings, effective July 1, 2010; P.A. 10-186 made technical changes in Subsec. (a)(2) and (3) and amended Subsec. (b)(5) to require notice at least 5 days, rather than 10 days, before meeting and add exception that notice to adopt, amend or repeal a rule shall be given in accordance with Sec. 47-261b(a), effective July 1, 2010; P.A. 13-289 amended Subsec. (b)(5) by adding provision re secretary or other officer to make meeting agenda available not later than 48 hours prior to the meeting if meeting notice is included in schedule given to unit owners; P.A. 14-215 amended Subsec. (b) by replacing “of subsection (b) of this section” with “or (9) of this subsection” in Subdiv. (3), adding new
Subdiv. (8) requiring minutes of executive board meetings to contain record of how each board member cast his or her vote and redesignating existing Subdivs. (8) and (9) as Subdivs. (9) and (10).

P.A. 09-225 designated existing provisions as Subsec. (a) and amended same by adding requirements for unit owner meetings, added Subsec. (b) re executive board and committee meetings and added Subsec. (c) re conduct of meetings, effective July 1, 2010; P.A. 10-186 made technical changes in Subsec. (a)(2) and (3) and amended Subsec. (b)(5) to require notice at least 5 days, rather than 10 days, before meeting and add exception that notice to adopt, amend or repeal a rule shall be given in accordance with Sec. 47-261b(a), effective July 1, 2010.

Sec. 47-251. Quorum. (a) Unless the bylaws otherwise provide, a quorum is present throughout any meeting of the unit owners if persons entitled to cast twenty per cent of the votes in the association are present in person or by proxy at the beginning of the meeting.
(b) Unless the bylaws specify a larger number, a quorum of the executive board is present for purposes of determining the validity of any action taken at a meeting of the executive board only if individuals entitled to cast a majority of the votes on that board are present at the time a vote regarding that action is taken. If a quorum is present when a vote is taken, the affirmative vote of a majority of the board members present is the act of the executive board unless a greater vote is required by the declaration or bylaws.

(P.A. 83-474, S. 52, 96; P.A. 09-225, S. 26.)

History: P.A. 09-225 amended Subsec. (a) to substitute “otherwise provide” for “provide otherwise” and “unit owners” for “association” re meeting, and apply 20% requirement to votes in the association, rather than votes that may be cast for election of board, and amended Subsec. (b) to substitute “number” for “percentage” and “majority” for “fifty per cent”, add “executive board” re quorum and add provisions re validity of action and quorum at time vote is taken, effective July 1, 2010.

Sec. 47-252. Voting. Proxies. Ballots. (a) Unless prohibited or limited by the declaration or bylaws, unit owners may vote at a meeting in person, by a proxy pursuant to subsection (c) of this section or, when a vote is conducted without a meeting, by electronic or paper ballot pursuant to subsection (d) of this section.

(b) At either a meeting of unit owners or in a vote conducted without a meeting the following requirements apply:

(1) If only one of several owners of a unit is present at a meeting of the association or participating in the vote without a meeting, that owner is entitled to cast all the votes allocated to that unit. If more than one of the owners are present at the meeting or participating in the vote without a meeting, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the owners, unless the declaration expressly provides otherwise. There is majority agreement if any one of the owners casts the votes allocated to the unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

(2) Except as otherwise provided in this subsection, unless a greater number or fraction of the votes in the association is required by this chapter or other law or the declaration, a majority of the votes cast is the decision of the unit owners.
(3) Unless a greater number or fraction of the votes in the association is required by the declaration, bylaws or certificate of incorporation of the association, directors shall be elected by a plurality of the votes cast by the unit owners. If the declaration, bylaws or certificate of incorporation of the association requires any or all directors to be elected by unit owners of a specified group or class of units, then such directors shall be elected by a plurality of the votes cast by the unit owners of units of such group or class of units. The provisions of this subdivision shall not apply to directors who may be appointed by the declarant or under subsection (g) of section 47-245.

(4) If the declaration, bylaws or certificate of incorporation of the association provide for the election of officers by the unit owners, then unless a greater number or fraction of the votes in the association is required by the declaration, bylaws or certificate of incorporation of the association, officers shall be elected by a plurality of the votes cast by the unit owners. If the declaration, bylaws or certificate of incorporation of the association requires any or all officers to be elected by unit owners of a specified group or class of units, then such officers shall be elected by a plurality of the votes cast by the unit owners of units of such group or class of units. The provisions of this subdivision shall not apply to directors who may be appointed by the declarant or under subsection (g) of section 47-245.

(c) Except as otherwise provided in the declaration or bylaws, the following requirements apply with respect to proxy voting:
   (1) Votes allocated to a unit may be cast pursuant to a directed or undirected proxy duly executed by a unit owner;
   (2) If a unit is owned by more than one person, each owner of the unit may vote or register protest to the casting of votes by the other owners of the unit through a duly executed proxy;
   (3) A unit owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the association;
   (4) A proxy is void if it is not dated or purports to be revocable without notice;
   (5) A proxy terminates one year after its date, unless it specifies a shorter term; and
   (6) A person may not cast votes representing more than fifteen per cent of the votes in the association pursuant to undirected proxies.

(d) Unless prohibited or limited by the declaration or bylaws, an association may conduct a vote without a meeting. In that event, the following requirements apply:
   (1) The association shall notify the unit owners that the vote will be taken by ballot;
   (2) The association shall deliver a paper or electronic ballot to every unit owner entitled to vote on the matter;
   (3) The ballot must set forth each proposed action or office to be filled and provide an opportunity to vote for or against the action or the candidate for office;
(4) When the association delivers the ballots, it shall also: (A) Indicate the number of responses needed to meet the quorum requirements; (B) state the percentage of votes necessary to approve each matter other than election of directors; (C) specify the time and date by which a ballot must be delivered to the association to be counted, which time and date may not be fewer than three days after the date the association delivers the ballot; and (D) describe the time, date and manner by which unit owners wishing to deliver information to all unit owners regarding the subject of the vote may do so;

(5) Except as otherwise provided in the declaration or bylaws, a ballot is not revoked after delivery to the association by death or disability or attempted revocation by the person that cast that vote; and

(6) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

(e) If the declaration requires that votes on specified matters affecting the common interest community be cast by lessees rather than unit owners of leased units: (1) This section applies to lessees as if they were unit owners; (2) unit owners that have leased their units to other persons may not cast votes on those specified matters; and (3) lessees are entitled to notice of meetings, access to records and other rights respecting those matters as if they were unit owners.

(f) Unit owners shall also be given notice of all meetings at which lessees are entitled to vote.

(g) Votes allocated to a unit owned by the association shall be cast in any vote of the unit owners in the same proportion as the votes cast on the matter by unit owners other than the association.

(h) For the purposes of this chapter, “fraction or percentage”, with respect to the unit owners or the votes in the association, means the stated fraction or percentage of unit owners of units to which at least the stated percentage or fraction of all the votes in the association are allocated, unless the provisions of this chapter provide that the “fraction or percentage” refers to a different group of unit owners or votes.


History: 2014 amendment, by P.A. 14-215, effective Oct. 1, 2014, in the opening language of (b), inserted “either” and “or in a vote conducted without a meeting”; in (b)(1), inserted “or participating in the vote without a meeting” in the first sentence and inserted “at the meeting or participating in the vote without a meeting” in the second sentence; added “Except as otherwise provided in this subsection” in (b)(2), and added (b)(3) and (b)(4).

P.A. 09-225 redesignated existing Subsecs. (a) and (b) as Subsecs. (b)(1) and (c)(1) to (5), inserted new Subsec. (a) re voting in person, by proxy or by ballot, inserted new Subsec. (b)(1) providing that majority of votes cast is decision of unit owners unless otherwise required by chapter, other law or declaration, amended redesignated Subsec. (c) to add language re other provisions in declaration or bylaws re proxy voting, insert “directed or undirected” re proxy in Subdiv. (1), and insert new Subdiv. (6) limiting undirected proxies to 15% of votes, inserted new Subsec. (d) re vote without a meeting, redesignated existing Subsec. (c) as Subsecs. (e) and (f), deleted reference to manner provided in Sec. 47-250 re notice in said Subsec. (f), redesignated existing Subsec. (d) as Subsec. (g), inserted provision therein re
proportion of votes, added Subsec. (h) to define “fraction or percentage”, and made technical changes, effective July 1, 2010; P.A. 10-186 made a technical change in Subsec. (h), effective July 1, 2010.

Sec. 47-253. Liability. (a) A unit owner is not liable, solely by reason of being a unit owner, for injury or damage arising out of the condition or use of the common elements. Neither the association nor any unit owner except the declarant is liable for that declarant’s torts in connection with any part of the common interest community that which declarant has the responsibility to maintain.

(b) An action alleging a wrong done by the association, including an action arising out of the condition or use of the common elements, may be maintained against the association and not against any unit owner. If the wrong occurred during any period of declarant control and the association gives the declarant reasonable notice of and an opportunity to defend against the action, the declarant who then controlled the association is liable to the association or to any unit owner for (1) all tort losses not covered by insurance suffered by the association or that unit owner, and (2) all costs that the association would not have incurred but for a breach of contract or other wrongful act or omission.

(c) The declarant is liable to the association for all funds of the association collected during the period of declarant control which were not properly expended.

(d) Whenever the declarant is liable to the association under this section, the declarant is also liable for all expenses of litigation, including reasonable attorney’s fees, incurred by the association. Any statute of limitation affecting the association’s right of action against a declarant under this chapter is tolled until the period of declarant control terminates. A unit owner is not precluded from maintaining an action contemplated by this section because he is a unit owner or a member or officer of the association. Liens resulting from judgments against the association are governed by section 47-259.

(e) No member of the executive board or officer of the association shall be subject to criminal liability for an alleged violation of the Fire Safety Code, the State Building Code or a municipal health, housing or safety code when, pursuant to subsection (b) of section 47-261e, the executive board of an association proposes a special assessment to cover the cost of the repairs necessary to ensure compliance with the terms of such codes and the special assessment is rejected by a vote of the unit owners.


History: P.A. 84-472 inserted Subsec. indicators and added Subsec. (b) making the declarant liable for funds of the association collected during the period of declarant control which were not properly expended; P.A. 95-187 amended Subsec. (a) to add provision that a unit owner is not liable, solely by reason of being a unit owner, for injury or damage arising out of the condition or use of the common elements, designated existing provisions of Subsec. (a) re liability of the association and declarant as Subsec. (b), relettering the remaining Subsecs. accordingly, amended new Subsec. (b) to replace “must be brought” with “may be maintained” in provision re action against a declarant and to provide that an action alleging a wrong done by the association includes “an action arising out of the condition or use of the common elements” and amended Subsec. (d), formerly Subsec. (c), to replace “the association’s right of action under this section” with “the association’s right of action against a declarant under this chapter”.

Sec. 47-254. Conveyance or encumbrance of common elements. (a) In a condominium or planned community, portions of the common elements may be conveyed or subjected to a security interest by
the association if persons entitled to cast at least eighty per cent of the votes in the association, including eighty per cent of the votes allocated to units not owned by a declarant, or any larger percentage the declaration specifies, agree to that action; but all owners of units to which any limited common element is allocated must agree in order to convey that limited common element or subject it to a security interest. The declaration may specify a smaller percentage only if all of the units are restricted exclusively to nonresidential uses. In a condominium, the common elements may be conveyed or subjected to a security interest as provided in this subsection free of the lien on the undivided interests in the common elements held by all mortgagees of the units, if eighty per cent of the mortgagees consent in a record to the sale or encumbrance. Proceeds of the sale are an asset of the association, but the proceeds of the sale of, or attributed to, limited common elements must be distributed equitably among the owners of units to which the limited common elements were allocated.

(b) Part of a cooperative may be conveyed and all or part of a cooperative may be subjected to a security interest by the association if persons entitled to cast at least eighty per cent of the votes in the association, including eighty per cent of the votes allocated to units not owned by a declarant, or any larger percentage the declaration specifies, agree to that action; but, if fewer than all of the units or limited common elements are to be conveyed or subjected to a security interest, then all unit owners of those units, or the units to which those limited common elements are allocated, must agree in order to convey those units or limited common elements or subject them to a security interest. The declaration may specify a smaller percentage only if all of the units are restricted exclusively to nonresidential uses. Proceeds of the sale are an asset of the association. Any purported conveyance or other voluntary transfer of an entire cooperative, unless made pursuant to section 47-237 is void.

(c) An agreement to convey common elements in a condominium or planned community, or to subject them to a security interest, or in a cooperative, an agreement to convey any part of a cooperative or subject it to a security interest, shall be evidenced by the execution of an agreement or ratifications thereof, in the same manner as a deed, by the requisite number of unit owners. The agreement shall specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof shall be recorded in every town in which a portion of the common interest community is situated, and is effective only on recordation.

(d) The association, on behalf of the unit owners, may contract to convey an interest in a common interest community pursuant to subsection (a) or (b) of this section, but the contract is not enforceable against the association until approved pursuant to subsections (a), (b) and (c) of this section. Thereafter, the association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(e) Unless made pursuant to this section, any purported conveyance, encumbrance, judicial sale or other voluntary transfer of common elements or of any other part of a cooperative is void.

(f) A conveyance or encumbrance of common elements or of a cooperative pursuant to this section does not deprive any unit of its rights of access and support.

(g) Unless the declaration otherwise provides and unless, in a condominium, eighty per cent of the mortgagees have consented in a record to the sale as provided in subsection (a) of this section, a conveyance or encumbrance of common elements pursuant to this section does not affect the priority or validity of preexisting encumbrances.
(h) In a cooperative, the association may acquire, hold, encumber or convey a proprietary lease without complying with this section.


History: P.A. 84-546 made technical change in Subsec. (a); P.A. 95-187 amended Subsec. (a) to add provision requiring that proceeds of sale of, or attributed to, limited common elements be distributed equitably among owners of units to which limited common elements were allocated; P.A. 09-225 substituted “in a record” for “in writing” re consent in Subsecs. (a) and (g), effective July 1, 2010.

Sec. 47-255. Insurance. (a) Commencing not later than the time of the first conveyance of a unit to a person other than a declarant, the association shall maintain, to the extent reasonably available and subject to reasonable deductibles: (1) Property insurance on the common elements and, in a planned community, also on property that must become common elements, insuring against those risks of direct physical loss commonly insured against, which insurance, after application of any deductibles shall be not less than eighty per cent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies; (2) 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 the unit owners by vote direct; (3) commercial general liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than any amount specified in the declaration, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the common elements and, in cooperatives, also of all units; and (4) fidelity insurance.

(b) (1) In the case of a building that contains units divided by horizontal boundaries described in the declaration, or by vertical boundaries that comprise or are located within common walls between units, the insurance maintained under subdivision (1) of subsection (a) of this section, to the extent reasonably available, shall include the units, and all improvements and betterments installed by unit owners, unless the declaration limits the association’s authority to insure all improvements and betterments or the executive board decides, after giving notice and an opportunity for unit owners to comment, not to insure such improvements and betterments. In the case of common interest communities containing more than twelve units, unless the association insures all improvements and betterments, the association shall:

(A) Prepare and maintain a schedule of the standard fixtures, improvements and betterments in the units, including any standard wall, floor and ceiling coverings covered by the association’s insurance policy;

(B) Provide such schedule at least annually to the unit owners in order to enable unit owners to coordinate their homeowners insurance coverage with the coverage afforded by the association’s insurance policy; and

(C) Include such schedule in any resale certificate prepared pursuant to section 47-270.

(2) The provisions of this subsection shall not apply to a building in a common interest community that has not more than two units divided by a single horizontal or vertical boundary unless such common interest community voluntarily chooses to comply with this subsection.
(c) If the insurance described in subsections (a) and (b) of this section is not reasonably available, the association promptly shall cause notice of that fact to be given to all unit owners pursuant to section 47-261c. The declaration may require the association to carry any other insurance, and the association may carry any other insurance it considers appropriate to protect the association or the unit owners.

(d) Insurance policies carried pursuant to subsections (a) and (b) of this section shall provide that: (1) Each unit owner is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the association; (2) the insurer waives its right to subrogation under the policy against any unit owner or member of his household; (3) no act or omission by any unit owner, unless acting within the scope of his authority on behalf of the association, will void the policy or be a condition to recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the association’s policy provides primary insurance.

(e) Any loss covered by the property policy under subdivision (1) of subsection (a) and subsection (b) of this section shall be adjusted with the association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the association, and not to any holder of a security interest. The insurance trustee or the association shall hold any insurance proceeds in trust for the association, unit owners and lien holders as their interests may appear. Subject to the provisions of subsection (h) of this section, the proceeds shall be disbursed first for the repair or replacement of the damaged property, and the association, unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced, or the common interest community is terminated.

(f) An insurance policy issued to the association does not prevent a unit owner from obtaining insurance for his own benefit.

(g) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the association and, on request made in a record, to any unit owner or holder of a security interest. The insurer issuing the policy may not cancel or refuse to renew it until sixty days after notice of the proposed cancellation or nonrenewal has been mailed to the association, each unit owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(h) (1) Any portion of the common interest community for which insurance is required under this section which is damaged or destroyed shall be repaired or replaced promptly by the association unless (A) the common interest community is terminated, in which case section 47-237 applies, (B) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (C) eighty per cent of the unit owners, including every owner of a unit or assigned limited common element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves, regardless of whether such excess is the result of the application of a deductible under insurance coverage, is a common expense.

(2) If the entire common interest community is not repaired or replaced, (A) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the common interest community, and (B) except to the extent that other persons will be distributees, (i) the insurance proceeds
attributable to units and limited common elements that are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated, or to lien holders, as their interests may appear, and (ii) the remainder of the proceeds shall be distributed to all of the unit owners or lien holders, as their interests may appear, in proportion to the common expense liabilities of all of the units.

(3) If the unit owners vote not to rebuild any unit, that unit’s allocated interests are automatically reallocated on the vote as if the unit had been acquired by eminent domain under subsection (a) of section 47-206, and the association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations.

(i) The provisions of this section may be varied or waived in the case of a common interest community all of whose units are restricted to nonresidential use.


History: P.A. 93-239 amended Subsec. (g) to require 60, rather than 30, days’ notice of cancellation or renewal for insurers issuing policies for condominium associations; P.A. 07-68 amended Subsec. (a) to insert new Subdiv. (2) requiring association to maintain flood insurance in the event condominium is located in flood hazard area, as defined and determined by National Flood Insurance Act and unit owners by vote direct, and redesignate existing Subdiv. (2) as Subdiv. (3), and amended Subsec. (h)(1) to specify that common expenses include any excess resulting from applicable insurance deductible; P.A. 09-225 amended Subsec. (a) to insert “and subject to reasonable deductibles” re required insurance coverage, delete reference to coverage for conversion buildings and substitute “against those risks” for “against all risks” in Subdiv. (1), insert “commercial general” and delete death re occurrences commonly insured against in Subdiv. (3), and add Subdiv. (4) re fidelity insurance, amended Subsec. (b) to delete “that is part of a cooperative”, substitute “divided by” for “having” re horizontal boundaries and “all improvements” for “but need not include improvements” re insurance maintained, add provision re vertical boundaries, add exceptions re limits in declaration and executive board decision not to insure, and add provisions re association duties to communities containing more than 12 units, amended Subsec. (c) to substitute “given” for “hand-delivered or sent prepaid by United States mail” re notice, reference Sec. 47-261c and delete “in any event”, amended Subsec. (e) to substitute “replacement” and “replaced” for “restoration” and “restored” and amended Subsec. (g) to substitute “request made in a record” for “written request”, effective July 1, 2010; P.A. 10-186 amended Subsec. (h) to make technical changes in Subdiv. (2)(B)(ii) and change “condemned” to “acquired by eminent domain” in Subdiv. (3), effective July 1, 2010; P.A. 11-195 amended Subsec. (b) to designate existing provisions as new Subdiv. (1), make conforming changes therein and add new Subdiv. (2) re exemption for buildings with not more than 2 units divided by a single horizontal or vertical boundary.

Sec. 47-256. Surplus funds. Unless otherwise provided in the declaration, any surplus funds of the association remaining after payment of or provision for common expenses and any prepayment of reserves shall be paid annually to the unit owners in proportion to their common expense liabilities or credited to them to reduce their future common expense assessments.

(P.A. 83-474, S. 57, 96; P.A. 09-225, S. 30.)

History: P.A. 09-225 inserted “annually” re payment of surplus funds, effective July 1, 2010.
Sec. 47-257. Assessments for common expenses. Assessments due to wilful misconduct, failure to comply with standards or gross negligence. (a) Until the association makes a common expense assessment, the declarant shall pay all common expenses. After an assessment has been made by the association, assessments shall be made at least annually, based on a budget adopted at least annually by the association.

(b) Except for assessments under subsections (c), (d) and (e) of this section, or as otherwise provided in this chapter, all common expenses shall be assessed against all the units in accordance with the allocations set forth in the declaration pursuant to subsections (a) and (b) of section 47-226. The association may charge interest on any past due assessment or portion thereof at the rate established by the association, not exceeding eighteen per cent per year.

(c) To the extent required by the declaration: (1) Any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed against the units to which that limited common element is assigned, equally, or in any other proportion the declaration provides; (2) any common expense or portion thereof benefiting fewer than all of the units or their owners may be assessed exclusively against the units benefited; and (3) the costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.

(d) Assessments to pay a judgment against the association may be made only against the units in the common interest community at the time the judgment was rendered, in proportion to their common expense liabilities.

(e) If any common expense is caused by the wilful misconduct, failure to comply with a written maintenance standard promulgated by the association or gross negligence of any unit owner or tenant or a guest or invitee of a unit owner or tenant, the association may, after notice and hearing, assess the portion of that common expense in excess of any insurance proceeds received by the association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that owner’s unit.

(f) If common expense liabilities are reallocated, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

(g) 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.

(P.A. 83-474, S. 58, 96; P.A. 84-472, S. 15, 23; P.A. 09-225, S. 31.)

History: P.A. 84-472 amended Subsec. (e) providing “notice and hearing” before assessment and added Subsec. (g) prohibiting a unit owner from exempting himself from liability for payment of the common expenses by waiver of the use or enjoyment of the common elements or by abandonment of the assessed unit, formerly Sec. 47-258(k); P.A. 09-225 amended Subsec. (b) to add “or as otherwise provided in this chapter”, rewrite provisions re interest and delete “common expense” re assessments subject to interest charge, amended Subsec. (c)(2) to substitute “or their owners may” for “shall”, and amended Subsec. (e) to add provisions re common expenses caused by wilful misconduct, failure to
comply with a written maintenance standard or gross negligence in excess of insurance proceeds received by association, effective July 1, 2010.

**Sec. 47-258. Lien for assessments and other sums due association. Enforcements.** (a) The association has a statutory lien on a unit for any assessment attributable to that unit or fines imposed against its unit owner. Unless the declaration otherwise provides, reasonable attorneys’ fees and costs, other fees, charges, late charges, fines and interest charged pursuant to subdivisions (10), (11) and (12) of subsection (a) of section 47-244 and any other sums due to the association under the declaration, this chapter, or as a result of an administrative, arbitration, mediation or judicial decision, are enforceable in the same manner as unpaid assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) Notwithstanding any provision in the declaration or bylaws to the contrary, a lien under this section is prior to all other liens and encumbrances on a unit except (1) liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to, (2) a first or second security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent, or, in a cooperative, a first or second security interest encumbering only the unit owner’s interest and perfected before the date on which the assessment sought to be enforced became delinquent, and (3) liens for real property taxes and other governmental assessments or charges against the unit or cooperative. In all actions brought to foreclose a lien under this section or a security interest described in subdivision (2) of this subsection, the lien is also prior to all security interests described in subdivision (2) of this subsection to the extent of (A) an amount equal to the common expense assessments based on the periodic budget adopted by the association pursuant to subsection (a) of section 47-257 which would have become due in the absence of acceleration during the nine months immediately preceding institution of an action to enforce either the association’s lien or a security interest described in subdivision (2) of this subsection, excluding any late fees, interest or fines which may be assessed by the association during the nine-month period, and (B) the association’s costs and reasonable attorney’s fees in enforcing its lien. A lien for any assessment or fine specified in subsection (a) of this section shall have the priority provided for in this subsection in an amount not to exceed the amount specified in subparagraph (A) of this subsection. This subsection does not affect the priority of mechanics’ or materialmen’s liens or the priority of liens for other assessments made by the association.

(c) Unless the declaration otherwise provides, if two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.

(d) Recording of the declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(e) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessments becomes due; provided, that if an owner of a unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the association’s lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(f) This section does not prohibit actions against unit owners to recover sums for which subsection (a) of this section creates a lien or prohibit an association from taking a deed in lieu of foreclosure.
(g) A judgment or decree in any action brought under this section shall include costs and reasonable attorney’s fees for the prevailing party.

(h) The association on request made in a record shall furnish to a unit owner a statement in recordable form setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the association, the executive board and every unit owner.

(i) In a cooperative, on nonpayment of an assessment on a unit, the unit owner may be evicted in the same manner as provided by law in the case of an unlawful holdover by a tenant, and the lien may be foreclosed as provided by this section.

(j) The association’s lien may be foreclosed in like manner as a mortgage on real property.

(k) In any action by the association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the unit owner pursuant to section 52-504 to collect all sums alleged to be due from that unit owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the association during the pendency of the action to the extent of the association’s common expense assessments based on a periodic budget adopted by the association pursuant to subsection (a) of section 47-257.

(l) If a holder of a first or second security interest on a unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that unit which became due before the sale, other than the assessments which are prior to that security interest under subsection (b) of this section. Any unpaid assessments not satisfied from the proceeds of sale become common expenses collectible from all unit owners, including the purchaser.

(m)

(1) An association may not commence an action to foreclose a lien on a unit under this section unless: (A) The unit owner, at the time the action is commenced, owes a sum equal to at least two months of common expense assessments based on the periodic budget last adopted by the association pursuant to subsection (a) of section 47-257; (B) the association has made a demand for payment in a record and has simultaneously provided a copy of such record to the holder of a security interest described in subdivision (2) of subsection (b) of this section; and (C) the executive board has either voted to commence a foreclosure action specifically against that unit or has adopted a standard policy that provides for foreclosure against that unit.

(2) Not less than sixty days prior to commencing an action to foreclose a lien on a unit under this section, the association shall provide a written notice by first class mail to the holders of all security interests described in subdivision (2) of subsection (b) of this section, which shall set forth the following: (A) The amount of unpaid common expense assessments owed to the association as of the date of the notice; (B) the amount of any attorney’s fees and costs incurred by the association in the enforcement of its lien as of the date of the notice; (C) a statement of the association’s intention to foreclose its lien if the amounts set forth in subparagraphs (A) and (B) of this subdivision are not paid to the association not later than sixty days after the date on which the notice is provided; (D) the association’s contact information, including, but not limited to, (i) the name of the individual acting on behalf of the association with respect to the matter, and (ii) the association’s mailing address, telephone number and electronic mail address, if any; and (E) instructions concerning the acceptable means of making payment on the amounts owing.
to the association as set forth in subparagraphs (A) and (B) of this subdivision. Any notice required to be given by the association under this subsection shall be effective when sent.

(3) When providing the written notice required by subdivision (2) of this subsection, the association may rely on the last-recorded security interest of record in identifying the name and mailing address of the holder of that interest, unless the holder of the security interest is the plaintiff in an action pending in the Superior Court to enforce that security interest, in which case the association shall provide the written notice to the attorney appearing on behalf of the holder of the security interest in such action.

(4) The failure of the association to provide the written notice required by subdivisions (2) and (3) of this subsection prior to commencing an action to foreclose its lien shall not affect the priority of its lien for an amount equal to nine months common expense assessments, but the priority amount in such action shall not include any costs or attorney’s fees.

(n) Every aspect of a foreclosure, sale or other disposition under this section, including the method, advertising, time, date, place and terms, shall be commercially reasonable.


Effective Dates
Section 1 of P.A. 13-156, which amends this section, is effective June 24, 2013 and applicable to all actions pending on and actions filed on or after June 24, 2013.

Section 2 of P.A. 13-156, which amends this section, is effective Oct. 1, 2013 and applicable to all actions filed on or after Oct. 1, 2013.

Amendment Notes
2013 amendment, by P.A. 13-156, S. 1, effective June 24, 2013, added “Notwithstanding any provision in the declaration or bylaws to the contrary” in the first sentence of (b); and in the second sentence of (b), added “In all actions brought to foreclose a lien under this section or a security interest described in subdivision (2) of this subsection”, substituted “nine months” for “six months” in (A), added “excluding any late fees, interest or fines which may be assessed by the association during the nine-month period” in (A), and inserted “reasonable” preceding “attorney’s fees” in (B).

2013 amendment, by P.A. 13-156, S. 2, effective Oct. 1, 2013, added (m)(2) through (m)(4), and designated the former provisions of (m) as (m)(1); and in (m)(1), redesignated former (1) through (3) as (A) through (C), and added “and has simultaneously provided a copy of such record to the holder of a security interest described in subdivision (2) of subsection (b) of this section” in (B).

History: P.A. 84-472 amended Subsec. (a) by replacing “due” with “delinquent”, amended Subsec. (b) by adding “or a security interest described in subdivision (2) of this subsection”, deleted former Subsec. (k) prohibiting a unit owner exempting himself from liability for payment of common expenses and reenacted such provision as part of Sec. 47-257, and added new Subsec. (k) re the appointment of a receiver, new Subsec. (l) re the treatment of a statutory lien for assessments in determining if a security interest held by a savings bank is a first lien, and new Subsec. (m) re the liability for unpaid assessments...
against a unit sold at a foreclosure sale; P.A. 89-254 amended Subsec. (i) by deleting “commercial” before “tenant”; P.A. 91-341 amended Subsec. (b) to provide that the lien has priority to the extent of (A) an amount equal to 12 months’, rather than 6 months’, common expense assessments and (B) the association’s court costs and attorney’s fees, and to provide that the lien for any assessment or fine specified in Subsec. (a) shall have priority in an amount not to exceed the amount specified in Subpara. (A) of this Subsec.; P.A. 91-359 amended Subsec. (b) by replacing “twelve months” with “six months” in Subpara. (A) and “association’s court costs” with “association’s costs” in Subpara. (B); P.A. 95-187 amended Subsec. (a) to delete provision specifying that the lien in favor of the association runs “from the time the assessment or fine becomes delinquent” and deleted former Subsec. (l) which had required that statutory lien for assessments be treated as a tax lien for purposes of determining whether a security interest lien held by a savings bank is a first lien under section 36-99(1)(d)(1), relettering former Subsec. (m) as Subsec. (l); P.A. 09-225 amended Subsec. (a) to substitute “attributable to” for “levied against” re any assessment, add reasonable attorneys’ fees and costs and any other sums due the association under the declaration, this chapter or as result of administrative, arbitration, mediation or judicial decision, and substitute “enforceable in the same manner as unpaid assessments” for “enforceable as assessments”, substituted “three years” for “two years” in Subsec. (e), added “against unit owners” re actions in Subsec. (f), substituted “request made in a record” for “written request” in Subsec. (h), and added Subsec. (m) re association’s power to commence action to foreclose a lien on a unit and Subsec. (n) re commercially reasonable standard, effective July 1, 2010; P.A. 10-186 made a technical change in Subsec. (l), effective July 1, 2010.

Sec. 47-259. Other liens. (a) A judgment for money against the association may be enforced against the assets of the association in the manner otherwise provided by law, but may not be recorded in the land records in order to create the lien described in subdivision (1) of subsection (b) of this section for at least thirty days after that judgment is rendered.

(b) In a condominium or planned community:

(1) Except as provided in subdivision (2) of this subsection, a judgment for money against the association, if recorded, is not a lien on the common elements, but is a lien in favor of the judgment lien holder against all of the units in the common interest community at the time the judgment was rendered. No other property of a unit owner is subject to the claims of creditors of the association.

(2) If the association has granted a security interest in the common elements to a creditor of the association pursuant to section 47-254, the holder of that security interest shall exercise its right against the common elements before its judgment lien on any unit may be enforced.

(3) Whether perfected before or after the creation of the common interest community, if a lien, other than a deed of trust or mortgage, including a judgment lien or lien attributable to work performed or materials supplied before creation of the common interest community, becomes effective against two or more units, the unit owner of an affected unit may pay to the lien holder the amount of the lien attributable to his unit or post a bond in that amount, and the lien holder, on receipt of payment or on posting of the bond, promptly shall deliver a release of the lien covering that unit. The amount of the payment shall be proportionate to the ratio which that unit owner’s common expense liability bears to the common expense liabilities of all unit owners whose units are subject to the lien. After payment, the association may not assess or have a lien against that unit owner’s unit for any portion of the common expenses incurred in connection with that lien.
(4) A judgment against the association shall be indexed in the name of the common interest
community and the association and, when so indexed, is notice of the lien against the units.

(c) The association shall transmit a notice of any judgment for money rendered against the association
to each unit owner promptly after the association receives notice of that judgment. The notice shall
include the names of the parties, the date and amount of the judgment and a statement that the
judgment creditor is entitled to a judgment lien, in accordance with this section, affecting the unit
owner’s interest in his unit.

(d) In a cooperative: (1) If the association receives notice of an impending foreclosure on all or any
portion of the association’s real property, the association shall promptly transmit a copy of that notice
to each unit owner of a unit located within the real property to be foreclosed. Failure of the association
to transmit the notice does not affect the validity of the foreclosure, and (2) whether or not a unit
owner’s unit is subject to the claims of the association’s creditors, no other property of a unit owner is
subject to those claims.

(P.A. 83-474, S. 60, 96.)

Sec. 47-260. Association records. Copies. Fees. (a) An association shall retain the following:

(1) Detailed records of receipts and expenditures affecting the operation and administration of
the association and other appropriate accounting records, including, but not limited to, records
relating to reserve accounts, if any;

(2) Minutes of all meetings of its unit owners and executive board other than executive sessions,
a record of all actions taken by the unit owners or executive board without a meeting, and a
record of all actions taken by a committee in place of the executive board on behalf of the
association;

(3) The names of unit owners in a form that permits preparation of a list of the names of all unit
owners and the addresses at which the association communicates with the unit owners, in
alphabetical order showing the number of votes each unit owner is entitled to cast;

(4) The association’s original or restated organizational documents, if required by law other than
this chapter, bylaws and all amendments to the bylaws, and all rules currently in effect;

(5) All financial statements and tax returns of the association for the past three years;

(6) A list of the names and addresses of the association’s current executive board members and
officers;

(7) The association’s most recent annual report delivered to the Secretary of the State, if any;

(8) Financial and other records sufficiently detailed to enable the association to comply with
section 47-270;

(9) Copies of current contracts to which the association is a party;
(10) Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit owners; and

(11) Ballots, proxies and other records related to voting by unit owners for one year after the election, action or vote to which they relate.

(b) Subject to subsections (c) and (d) of this section, all records retained by an association shall be available for examination and copying by a unit owner or the owner’s authorized agent:

(1) During reasonable business hours or at a mutually convenient time and location; and

(2) Upon five days’ notice in a record reasonably identifying the specific records of the association requested.

(c) Records retained by an association shall be withheld from inspection and copying to the extent that they concern:

(1) Personnel, salary and medical records relating to specific individuals, unless waived by the persons to whom such records relate; or

(2) Information the disclosure of which would violate any law other than this chapter.

(d) Records retained by an association may be withheld from inspection and copying to the extent that they concern:

(1) Contracts, leases and other commercial transactions to purchase or provide goods or services, currently being negotiated;

(2) Existing or potential litigation or mediation, arbitration or administrative proceedings;

(3) Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, bylaws or rules;

(4) Communications with the association’s attorney which are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

(5) Records of an executive session of the executive board; or

(6) Individual unit files other than those of the requesting owner.

(e) An association may charge a reasonable fee for providing copies of any records under this section and for supervising the unit owner’s inspection.

(f) A right to copy records under this section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the unit owner.

(g) An association is not obligated to compile or synthesize information.

(h) Information provided pursuant to this section may not be used for commercial purposes.
Sec. 47-261. Association as trustee. With respect to a third person dealing with the association in the association’s capacity as a trustee, the existence of trust powers and their proper exercise by the association may be assumed without inquiry. A third person is not bound to inquire whether the association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the association is exceeding or improperly exercising its powers, is fully protected in dealing with the association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the association in its capacity as trustee.

(P.A. 83-474, S. 62, 96.)

Sec. 47-261a. Basic education program for association members and management. The executive board of each association of a common interest community, or an officer designated by the executive board, shall encourage each member of such association, including the officers and members of the executive board, and any managing agent of such association or person providing association management services to such association, to attend, when available, a basic education program concerning the purpose and operation of common interest communities and associations, and the rights and responsibilities of unit owners, associations and executive board officers and members. The executive board, or any such designated officer, may arrange to have any such program conducted by a private entity at a time and place convenient to a majority of the members of such association. All or part of any fees for such program may be designated as a common expense of the association and paid from association funds in such manner as may be determined by the executive board and approved by the association, consistent with the bylaws of the association and this chapter.

(P.A. 06-23, S. 1.)

Sec. 47-261b. Rules. (a) At least ten days before adopting, amending or repealing any rule, the executive board shall give all unit owners notice of: (1) The executive board’s intention to adopt, amend or repeal a rule and shall include with such notice the text of the proposed rule or amendment, or the text of the rule proposed to be repealed; and (2) the date on which the executive board will act on the proposed rule, amendment or repeal after considering comments from unit owners.

(b) Following adoption, amendment or repeal of a rule, the association shall give all unit owners notice of its action and include with such notice a copy of any new or amended rule.
(c) Subject to the provisions of the declaration, an association may adopt rules to establish and enforce construction and design criteria and aesthetic standards. If an association adopts such rules, the association shall adopt procedures for enforcement of those rules and for approval of construction applications, including a reasonable time within which the association must act after an application is submitted and the consequences of its failure to act.

(d) A rule regulating display of the flag of the United States must be consistent with federal law. In addition, the association may not prohibit display, on a unit or on a limited common element adjoining a unit, of the flag of this state, or signs regarding candidates for public or association office or ballot questions, but the association may adopt rules governing the time, place, size, number and manner of those displays.

(e) Unit owners may peacefully assemble on the common elements to consider matters related to the common interest community, but the association may adopt rules governing the time, place and manner of those assemblies.

(f) An association may adopt rules that affect the use of or behavior in units that may be used for residential purposes, only to:

   (1) Implement a provision of the declaration;

   (2) Regulate any behavior in or occupancy of a unit which violates the declaration or adversely affects the use and enjoyment of other units or the common elements by other unit owners; or

   (3) Restrict the leasing of residential units to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders that regularly make loans secured by first mortgages on units in common interest communities or regularly purchase those mortgages, provided no such restriction shall be enforceable unless notice thereof is recorded on the land records of each town in which any part of the common interest community is located. Such notice shall be indexed by the town clerk in the grantor index of such land records in the name of the association.

(g) An association’s internal business operating procedures need not be adopted as rules.

(h) Each rule of the association must be reasonable.

(P.A. 09-225, S. 34; P.A. 10-186, S. 15, 23.)

History: P.A. 09-225 effective July 1, 2010; P.A. 10-186 amended Subsec. (a) to substitute “include with such notice the text of the proposed rule or amendment, or the text of the rule proposed to be repealed” for “provide the text of the rule or the proposed change”, made technical and conforming changes in Subsecs. (a) and (b), and amended Subsec. (f)(3) to provide that no restriction shall be enforceable unless notice is recorded on land records and require town clerk to index notice in grantor index in name of association, effective July 1, 2010.

Sec. 47-261c. Notice to unit owners. (a) An association shall deliver any notice required to be given by the association under this chapter to any mailing or electronic mail address a unit owner designates, except that the association may also deliver notices by: (1) Hand delivery to each unit owner; (2) hand delivery, United States mail postage paid, or commercially reasonable delivery service to the mailing
address of each unit; (3) electronic means, if the unit owner has given the association an electronic address; or (4) any other method reasonably calculated to provide notice to the unit owner.

(b) Notices required to be given by the association under this chapter are effective when sent. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

(P.A. 09-225, S. 35; P.A. 10-186, S. 16.)

History: P.A. 09-225 effective July 1, 2010; P.A. 10-186 amended Subsec. (b) to substitute “Notices required to be given by the association under this chapter” for provision re notices required by enumerated sections, effective July 1, 2010.

Sec. 47-261d. Removal of officers and directors. (a) Notwithstanding any provision of the declaration or bylaws to the contrary, unit owners present in person or by proxy at any meeting of the unit owners at which a quorum is present, or voting by ballot pursuant to subsection (d) of section 47-252, may remove any member of the executive board or any officer elected by the unit owners, with or without cause, if the number of votes cast in favor of removal exceeds the number of votes cast in opposition to removal, except that: (1) A member appointed by the declarant may not be removed by a vote of the unit owners during the period of declarant control; (2) a member appointed under subsection (g) of section 47-245 may be removed only by the person that appointed that member; and (3) the unit owners may not consider whether to remove a member of the executive board or an officer elected by the unit owners at a meeting of the unit owners unless that subject was listed in the notice of the meeting or in the notice of the vote by ballot.

(b) At any meeting at which a vote to remove a member of the executive board or an officer is to be taken, the member or officer being considered for removal must have a reasonable opportunity to speak before the vote is taken. If the vote is taken by ballot pursuant to subsection (d) of section 47-252, the member or officer being considered for removal shall be given a reasonable opportunity to deliver information to the unit owners as provided in said subsection.

(P.A. 09-225, S. 36; P.A. 10-186, S. 17.)

History: P.A. 09-225 effective July 1, 2010; P.A. 10-186 made technical changes, effective July 1, 2010.

Sec. 47-261e. Adoption of budgets. Special assessments. Loan agreements.
Editor’s Note: The following is effective until October 1, 2015.

(a)  

(1) Except as provided in subdivision (2) of this subsection, the executive board, at least annually, shall adopt a proposed budget for the common interest community for consideration by the unit owners. Not later than thirty days after the adoption of a proposed budget, the executive board shall provide to all unit owners a summary of the proposed budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the unit owners or a vote by ballot without a meeting to consider approval or rejection of the proposed budget. If, at that meeting or in the vote by ballot, a majority of all unit owners or any larger number specified in the declaration votes to reject the proposed budget, the proposed budget shall be
rejected. If, at that meeting or in the vote by ballot, a majority of all unit owners or any larger number specified in the declaration does not vote to reject the proposed budget, the proposed budget shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the proposed budget. If a proposed budget is rejected, the budget last approved by the unit owners continues until unit owners approve a subsequent budget. If a proposed budget is not rejected in accordance with the provisions of this subdivision, the proposed budget shall be deemed approved.

(2) The executive board of an association of a common interest community, or of a master association as defined in section 47-239 exercising the powers on behalf of one or more common interest communities or for the benefit of the unit owners of one or more common interest communities, which community or communities were established prior to July 3, 1991, and have more than two thousand four hundred residential units, at least annually, shall adopt a proposed budget for the common interest community for consideration by the unit owners. Not later than thirty days after the adoption of a proposed budget, the executive board shall provide to all unit owners a summary of the proposed budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the unit owners or a vote by ballot without a meeting to consider approval or rejection of the proposed budget. If, at that meeting or in the vote by ballot, a majority of unit owners actually voting votes to reject the proposed budget, the proposed budget shall be rejected, provided not less than thirty-three and one-third per cent of the unit owners entitled to vote on the proposed budget vote at that meeting or in the vote by ballot to reject the proposed budget. If an association’s declaration or bylaws include quorum requirements for a meeting, the absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the proposed budget. If a proposed budget is rejected, the budget last approved by the unit owners continues until unit owners approve a subsequent budget. If a proposed budget is not rejected in accordance with the provisions of this subdivision, the proposed budget shall be deemed approved.

(b) Except as provided in subdivision (2) of this subsection, the executive board, at any time, may propose a special assessment. Not later than thirty days after adoption of a proposed special assessment, the executive board shall provide to all unit owners a summary of the proposed special assessment. Unless the declaration or bylaws otherwise provide, if the proposed special assessment, together with all other special and emergency assessments proposed by the executive board in the same calendar year, do not exceed fifteen per cent of the association’s last adopted periodic budget for that calendar year, the proposed special assessment is effective without approval of the unit owners. Otherwise, the board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the unit owners or a vote by ballot without a meeting to consider approval or rejection of the proposed special assessment. If, at that meeting or in the vote by ballot, a majority of all unit owners or any larger number specified in the declaration votes to reject the special assessment, the special assessment shall be rejected. If, at such meeting or in the balloting, a majority of all unit owners or any larger number specified in the declaration does not vote to reject the special assessment, the special assessment shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect the rejection or approval of the proposed special assessment. If a proposed special assessment is not rejected
in accordance with the provisions of this subdivision, the proposed special assessment shall be deemed approved.

(2) The executive board of an association of a common interest community, or of a master association as defined in section 47-239 exercising the powers on behalf of one or more common interest communities or for the benefit of the unit owners of one or more common interest communities, which community or communities were established prior to July 3, 1991, and have more than two thousand four hundred residential units, at any time, may propose a special assessment. Not later than thirty days after adoption of a proposed special assessment, the executive board shall provide to all unit owners a summary of the proposed special assessment. Unless the declaration or bylaws otherwise provide, if the proposed special assessment, together with all other special and emergency assessments proposed by the executive board in the same calendar year, do not exceed fifteen per cent of the association’s last adopted periodic budget for that calendar year, the proposed special assessment is effective without approval of the unit owners. Otherwise, the board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the unit owners or a vote by ballot without a meeting to consider approval or rejection of the proposed special assessment. If, at that meeting or in the vote by ballot, a majority of unit owners actually voting votes to reject the proposed special assessment, the proposed special assessment shall be rejected, provided not less than thirty-three and one-third per cent of the unit owners entitled to vote on the proposed special assessment vote at that meeting or in the vote by ballot to reject the proposed special assessment. If an association’s declaration or bylaws include quorum requirements for a meeting, the absence of a quorum at such meeting or participating in the vote by ballot shall not affect the rejection or approval of the proposed special assessment. If a proposed special assessment is not rejected in accordance with the provisions of this subdivision, the proposed special assessment shall be deemed approved.

(c) If the executive board determines by a two-thirds vote that a special assessment is necessary to respond to an emergency: (1) The special assessment becomes effective immediately in accordance with the terms of the vote; (2) notice of the emergency assessment must be provided promptly to all unit owners; and (3) the executive board may spend the funds paid on account of the emergency assessment only for the purposes described in the vote.

(d) Notwithstanding any provision of the declaration or bylaws to the contrary, at least fourteen days prior to entering into any loan agreement on behalf of the association, the executive board shall (1) disclose in a record to all unit owners the amount and terms of the loan and the estimated effect of such loan on any common expense assessment, and (2) afford the unit owners a reasonable opportunity to submit comments in a record to the executive board with respect to such loan.

(e) Unless prohibited or otherwise limited in the declaration, if the executive board proposes to enter into a loan agreement on behalf of the association and to assign its right to future income as security for such loan pursuant to subdivision (14) of subsection (a) of section 47-244, then, in addition to satisfying the requirements of subsection (d) of this section, unit owners of units to which at least a majority of the votes in the association are allocated, or any larger percentage or fraction stated in the declaration, must vote in favor of or agree to such assignment.

Editor’s note: The following is effective Oct 1, 2015

(a)
(1) Except as provided in subdivision (2) of this subsection, the executive board, at least annually, shall adopt a proposed budget for the common interest community for consideration by the unit owners. Not later than thirty days after the adoption of a proposed budget, the executive board shall provide to all unit owners a summary of the proposed budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the unit owners or a vote by ballot without a meeting to consider approval or rejection of the proposed budget. If, at that meeting or in the vote by ballot, a majority of all unit owners or any larger number specified in the declaration votes to reject the proposed budget, the proposed budget shall be rejected. If, at that meeting or in the vote by ballot, a majority of all unit owners or any larger number specified in the declaration does not vote to reject the proposed budget, the proposed budget shall be approved. The absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the proposed budget. If a proposed budget is rejected, the budget last approved by the unit owners continues until unit owners approve a subsequent budget. If a proposed budget is not rejected in accordance with the provisions of this subdivision, the proposed budget shall be deemed approved.

(2) The executive board of an association of a common interest community, or of a master association as defined in section 47-239 exercising the powers on behalf of one or more common interest communities or for the benefit of the unit owners of one or more common interest communities, which community or communities were established prior to July 3, 1991, and have more than two thousand four hundred residential units, at least annually, shall adopt a proposed budget for the common interest community for consideration by the unit owners. Not later than thirty days after the adoption of a proposed budget, the executive board shall provide to all unit owners a summary of the proposed budget, including a statement of the amount of any reserves, and a statement of the basis on which such reserves are calculated and funded. Simultaneously, the board shall set a date not less than ten days or more than sixty days after providing the summary for either a meeting of the unit owners or a vote by ballot without a meeting to consider approval or rejection of the proposed budget. If, at that meeting or in the vote by ballot, a majority of unit owners actually voting votes to reject the proposed budget, the proposed budget shall be rejected, provided not less than thirty-three and one-third per cent of the unit owners entitled to vote on the proposed budget vote at that meeting or in the vote by ballot to reject the proposed budget. If an association’s declaration or bylaws include quorum requirements for a meeting, the absence of a quorum at such meeting or participating in the vote by ballot shall not affect rejection or approval of the proposed budget. If a proposed budget is rejected, the budget last approved by the unit owners continues until unit owners approve a subsequent budget. If a proposed budget is not rejected in accordance with the provisions of this subdivision, the proposed budget shall be deemed approved.

(b)

(1) Except as provided in subdivision (2) of this subsection, the executive board, at any time, may propose a special assessment. Not later than thirty days after adoption of a proposed special assessment, the executive board shall provide to all unit owners a summary of the proposed special assessment. Unless the declaration or bylaws otherwise provide, if the proposed special assessment, together with all other special and emergency assessments proposed by the executive board in the same calendar year, does not exceed fifteen per cent of the association’s last adopted periodic budget for that calendar year, the proposed special
assessment is effective without approval of the unit owners. Otherwise, the board shall set a
date not less than ten days or more than sixty days after providing the summary for either a
meeting of the unit owners or a vote by ballot without a meeting to consider approval or
rejection of the proposed special assessment. If, at that meeting or in the vote by ballot, a
majority of all unit owners or any larger number specified in the declaration votes to reject the
special assessment, the special assessment shall be rejected. If, at such meeting or in the
balloting, a majority of all unit owners or any larger number specified in the declaration does
not vote to reject the special assessment, the special assessment shall be approved. The
absence of a quorum at such meeting or participating in the vote by ballot shall not affect the
rejection or approval of the special assessment. If a proposed special assessment is not rejected
in accordance with the provisions of this subdivision, the proposed special assessment shall be
deemed approved.

(2) The executive board of an association of a common interest community, or of a master
association as defined in section 47–239 exercising the powers on behalf of one or more
common interest communities or for the benefit of the unit owners of one or more common
interest communities, which community or communities were established prior to July 3, 1991,
and have more than two thousand four hundred residential units, at any time, may propose a
special assessment. Not later than thirty days after adoption of a proposed special assessment,
the executive board shall provide to all unit owners a summary of the proposed special
assessment. Unless the declaration or bylaws otherwise provide, if the proposed special
assessment, together with all other special and emergency assessments proposed by the
executive board in the same calendar year, does not exceed fifteen per cent of the association’s
last adopted periodic budget for that calendar year, the proposed special assessment is effective
without approval of the unit owners. Otherwise, the board shall set a date not less than ten days
or more than sixty days after providing the summary for either a meeting of the unit owners or a
vote by ballot without a meeting to consider approval or rejection of the proposed special
assessment. If, at that meeting or in the vote by ballot, a majority of unit owners actually voting
votes to reject the proposed special assessment, the proposed special assessment shall be
rejected, provided not less than thirty-three and one-third per cent of the unit owners entitled
to vote on the proposed special assessment vote at that meeting or in the vote by ballot to
reject the proposed special assessment. If an association’s declaration or bylaws include quorum
requirements for a meeting, the absence of a quorum at such meeting or participating in the
vote by ballot shall not affect the rejection or approval of the proposed special assessment. If a
proposed special assessment is not rejected in accordance with the provisions of this
subdivision, the proposed special assessment shall be deemed approved.

(c) If the executive board determines by a two-thirds vote that a special assessment is necessary to
respond to an emergency: (1) The special assessment becomes effective immediately in accordance with
the terms of the vote; (2) notice of the emergency assessment must be provided promptly to all unit
owners; and (3) the executive board may spend the funds paid on account of the emergency assessment
only for the purposes described in the vote.

(d) Notwithstanding any provision of the declaration or bylaws to the contrary, at least fourteen days
prior to entering into any loan agreement on behalf of the association, the executive board shall (1)
disclose in a record to all unit owners the amount and terms of the loan and the estimated effect of such
loan on any common expense assessment, and (2) afford the unit owners a reasonable opportunity to
submit comments in a record to the executive board with respect to such loan.
(e) Unless prohibited or otherwise limited in the declaration, if the executive board proposes to enter into a loan agreement on behalf of the association and to assign its right to future income as security for such loan pursuant to subdivision (14) of subsection (a) of section 47-244, then, in addition to satisfying the requirements of subsection (d) of this section, unit owners of units to which at least a majority of the votes in the association are allocated, or any larger percentage or fraction stated in the declaration, must vote in favor of or agree to such assignment.


Amendment Notes: 2014 amendment, by P.A. 14-215, effective June 13, 2014, inserted “actually voting” in the fourth sentence of (a)(2); in (b)(2), inserted “actually voting” in the fifth sentence, and substituted “provisions of this subdivision” for “provisions of this subsection” in the last sentence.

History: P.A. 09-225 effective July 1, 2010; P.A. 10-186 amended Subsec. (a) to add “a statement of the amount of” re reserves, amended Subsecs. (a) and (b) to replace “otherwise” with provisions re if, at meeting or in vote by ballot, majority of unit owners or larger specified number does not vote to reject budget or special assessment, amended Subsec. (b) to substitute “special assessment” for “budget”, and made technical and conforming changes in Subsecs. (a) and (b), effective July 1, 2010; P.A. 13-182 amended Subsec. (a) by designating existing provisions as Subdiv. (1) and amending same to add “Except as provided in subdivision (2) of this subsection,”, add “If a proposed budget is not rejected in accordance with the provisions of this subdivision, the proposed budget shall be deemed approved.” and make technical changes, and by adding Subdiv. (2) re adoption of proposed budgets in common interest communities established prior to July 3, 1991, which have more than 2,400 residential units, and amended Subsec. (b) by designating existing provisions as Subdiv. (1) and amending same to add “Except as provided in subdivision (2) of this subsection,”, add “If a proposed special assessment is not rejected in accordance with the provisions of this subdivision, the proposed special assessment shall be deemed approved.” and make technical changes, and by adding Subdiv. (2) re adoption of proposed special assessments in common interest communities established prior to July 3, 1991, which have more than 2,400 residential units; P.A. 14-215 amended Subsecs. (a)(2) and (b)(2) by adding “actually voting” re votes to reject and made a technical change in Subsec. (b)(2), effective June 13, 2014.

Sec. 47-261f. Litigation involving declarant. (a) The following requirements apply to an association’s authority under subdivision (4) of subsection (a) of section 47-244 to institute and maintain a proceeding alleging a construction defect with respect to the common interest community, whether by litigation, mediation, arbitration or administratively, against a declarant or an employee, independent contractor or other person directly or indirectly providing labor or materials to a declarant:

(1) Subject to subsections (e) and (f) of this section, before the association institutes a proceeding described in this section, it shall provide notice in a record of its claims to the declarant and those persons that the association seeks to hold liable for the claimed defects. The text of the notice may be in any form reasonably calculated to give notice of the general nature of the association’s claims, including a list of the claimed defects. The notice may be delivered by any method of service and may be addressed to any person if the method of service used: (A) Provides actual notice to the person named in the claim; or (B) would be sufficient to give notice to the person in connection with commencement of an action by the association against the person.
(2) Subject to subsection (e) of this section, the association may not institute a proceeding against a person until forty-five days after the association sends notice of its claim to that person.

(3) During the time period set forth in subdivision (2) of this subsection, the declarant and any other person to which the association gave notice may present to the association a plan to repair or otherwise remedy the construction defects described in the notice. If the association does not receive a timely remediation plan from a person to which it gave notice, or if the association does not accept the terms of any remediation plan submitted, the association may institute a proceeding against the person.

(4) If the association receives one or more timely remediation plans, the executive board shall consider promptly those remediation plans and notify the persons to which it directed notice whether the remediation plan is acceptable as presented, acceptable with stated conditions, or not accepted.

(5) If the association accepts a remediation plan from a person the association seeks to hold liable for the claimed defect, or if a person agrees to stated conditions to an otherwise acceptable remediation plan, the parties shall agree on a period for implementation of the remediation plan. The association may not institute a proceeding against the person during the time the remediation plan is being diligently implemented.

(6) Any statute of limitation affecting the association’s right of action against a declarant or other person is tolled during the time period set forth in subdivision (2) of this subsection and during any extension of that time because a person to which notice was directed has commenced and is diligently pursuing the remediation plan.

(b) After the time period set forth in subdivision (2) of subsection (a) of this section expires, whether or not the association agrees to any remediation plan, a proceeding may be instituted by: (1) The association against a person to which notice was directed which fails to submit a timely remediation plan, the plan of which is not acceptable, or which fails to pursue diligent implementation of that plan; or (2) a unit owner with respect to the owner’s unit and any limited common elements assigned to that unit, regardless of any action of the association.

(c) The provisions of this section do not preclude the association from making repairs necessary to mitigate damages or to correct any defect that poses a significant and immediate health or safety risk.

(d) Subject to the other provisions of this section, the determination of whether and when the association may institute a proceeding described in this section may be made by the executive board. The declaration may not require a vote by any number or percentage of unit owners as a condition to institution of a proceeding.

(e) The provisions of this section shall not prevent an association from seeking equitable relief, a remedy in aid of arbitration or a prejudgment remedy under chapter 903a at any time without complying with subdivision (1) or (2) of subsection (a) of this section.
(f) If the time for termination of any period of declarant control occurs and the declarant has failed to comply with subsection (d), (f) or (h) of section 47-245, the limitations set forth in this section and the association’s authority to institute litigation shall not apply.

(P.A. 09-225, S. 38; P.A. 10-186, S. 19.)

History: P.A. 09-225 effective July 1, 2010; P.A. 10-186 added “remediation” re plan and “time” re period, made technical changes and amended Subsec. (f) to change “or” to “and” re applicability of limitations and association’s authority to institute litigation, effective July 1, 2010.

Part IV Protection of Purchasers

Sec. 47-262. Applicability of part. Exceptions to requirement of public offering statement or resale certificate. (a) Sections 47-262 to 47-281, inclusive, apply to all units subject to this chapter, except as provided in subsection (b) of this section or as modified or waived by agreement of purchasers of units in a common interest community in which all units are restricted to nonresidential use.

(b) Neither a public offering statement nor a resale certificate need be prepared or delivered in the case of: (1) A disposition of a unit without consideration; (2) a disposition pursuant to court order; (3) a disposition by a government or governmental agency; (4) a disposition by foreclosure or deed in lieu of foreclosure; (5) a disposition to a purchaser of a unit restricted to nonresidential use, whether or not the common interest community is subject to this chapter; (6) a disposition that may be cancelled at any time and for any reason by the purchaser without penalty; (7) a disposition of a unit in a common interest community that, as provided in subsection (c) of section 47-215, (A) contains no more than twelve units, (B) is not subject to any development rights and (C) does not utilize a master association; or (8) a disposition of a unit in a planned community in which the declaration limits the annual average common expense liability of all units as provided in subdivision (3) of subsection (a) of section 47-215.


History: P.A. 84-472 amended Subsec. (b) by replacing “maximum annual assessment of any unit” with “annual average common expense liability of all units”; P.A. 86-218 added new Subsec. (b)(7) re an exception for the disposition of units in certain small common interest communities; P.A. 95-187 amended Subsec. (b)(8) to replace provision that for the exemption for a disposition of a unit in a planned community to apply the declaration must limit the annual average common expense liability of all units to not more than $300, “as adjusted pursuant to section 47-213” and certain conditions concerning the declarant, the declaration and the planned community must be satisfied with the provision that the declaration must limit the annual average common expense liability of all units as provided in Sec. 47-215(a)(3).

Sec. 47-263. Public offering statement requirements. Liability. (a) Except as provided in subsection (b) of this section, a declarant, before offering any interest in a unit to the public, shall prepare a public offering statement conforming to the requirements of sections 47-264 to 47-267, inclusive.

(b) A declarant may transfer responsibility for preparation of all or a part of the public offering statement to a successor declarant. In the event of any such transfer, the transferor shall provide the transferee with any information necessary to enable the transferee to fulfill the requirements of subsection (a) of this section.
(c) A declarant or successor declarant or a dealer who offers a unit to a purchaser shall deliver a public offering statement in the manner prescribed in subsection (a) of section 47-269. The declarant or successor declarant who prepared all or a part of the public offering statement is liable to all persons claiming an interest in the common interest community under section 47-269 for failure to deliver the public offering statement and under section 47-278 for any false or misleading statement set forth therein or for any omission of a material fact therefrom.

(d) If a unit is part of a common interest community and is part of any other real property regime in connection with the sale of which the delivery of a public offering statement is required under the general statutes, a single public offering statement conforming to the requirements of sections 47-264 to 47-267, inclusive, as those requirements relate to each regime in which the unit is located, and to any other requirements imposed under the general statutes, may be prepared and delivered in lieu of providing two or more public offering statements.

(P.A. 83-474, S. 64, 96; P.A. 09-225, S. 39.)

History: P.A. 09-225 amended Subsec. (c) to add “or a dealer” and delete provisions re liability for portion of statement prepared and for statements or omissions made with actual or constructive knowledge, effective July 1, 2010.

Sec. 47-264. Public offering statement. General provisions and requirements. (a) Except as provided in subsection (b) of this section, a public offering statement shall contain or fully and accurately disclose:

1. The name and principal address of the declarant and of the common interest community, and a statement that the common interest community is either a condominium, cooperative or planned community;

2. A general description of the common interest community, including to the extent known, the types, number and declarant’s schedule of commencement and completion of construction of buildings and amenities that the declarant anticipates including in the common interest community;

3. The number of units in the common interest community;

4. Copies of the declaration, including any surveys and plans, and any other recorded covenants, conditions, restrictions and reservations created by the declarant affecting the common interest community; the bylaws, and any rules or regulations of the association; any deeds, contracts and leases to be signed by or delivered to purchasers at closing, and copies of and a brief narrative description of any contracts or leases that will or may be subject to cancellation by the association under section 47-247;

5. A projected budget for the association, either within or as an exhibit to the public offering statement, for one year after the date of the first conveyance to a purchaser, and thereafter the current budget of the association, a statement of who prepared the budget, and a statement of the budget’s assumptions concerning occupancy and inflation factors. The budget shall include, without limitation: (A) A statement of the amount, or a statement that there is no amount, included in the budget as a reserve for repairs and replacement; (B) a statement of any other
reserves; (C) the projected common expense assessment by category of expenditures for the association; and (D) the projected monthly common expense assessment for each type of unit;

(6) Any services not reflected in the budget that the declarant provides, or expenses that he pays and which he expects may become at any subsequent time a common expense of the association and the projected common expense assessment attributable to each of those services or expenses for the association and for each type of unit;

(7) Any initial or special fee due from the purchaser at closing, together with a description of the purpose and method of calculating the fee;

(8) A brief narrative description of any liens, defects or encumbrances on or affecting the title to the common interest community not otherwise disclosed under subdivision (4) of this subsection;

(9) A description of any financing offered or arranged by the declarant;

(10) The terms and significant limitations of any warranties provided by the declarant, including statutory warranties and limitations on the enforcement thereof or on damages;

(11) A statement that: (A) Within fifteen days after receipt of a public offering statement a purchaser, before conveyance, may cancel any contract for purchase of a unit from a declarant, and (B) if a declarant fails to provide a public offering statement to a purchaser before conveying a unit, that purchaser may recover from the declarant ten per cent of the sales price of the unit plus ten per cent of the share, proportionate to his common expense liability, of any indebtedness of the association secured by security interests encumbering the common interest community;

(12) A statement of any unsatisfied judgments or pending suits against the association, and the status of any pending suits material to the common interest community of which a declarant has actual knowledge;

(13) A statement that any deposit made in connection with the purchase of a unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to section 47-269, together with the name and address of the escrow agent;

(14) Any restraints on alienation of any portion of the common interest community and any restrictions (A) on use, occupancy and alienation of the units, and (B) on the amount for which a unit may be sold or on the amount that may be received by a unit owner on sale, condemnation or casualty loss to the unit or to the common interest community, or on termination of the common interest community;

(15) A description of the insurance coverage provided for the benefit of unit owners;

(16) Any current or expected fees or charges to be paid by unit owners for the use of the common elements and other facilities related to the common interest community;
(17) The extent to which financial arrangements have been provided for completion of all improvements that the declarant is obligated to build pursuant to section 47-280;

(18) A brief narrative description of any zoning and other land use requirements affecting the common interest community;

(19) All unusual and material circumstances, features and characteristics of the common interest community and the units;

(20) In a cooperative, (A) either a statement that the unit owners will be entitled, for federal, state and local income tax purposes, to a pass-through of deductions for payments made by the association for real property taxes and interest paid the holder of a security interest encumbering the cooperative, or a statement that no assurances are made in that regard, and (B) a statement as to the effect on every unit owner if the association fails to pay real property taxes or payments due the holder of a security interest encumbering the cooperative; and

(21) A description of any arrangement described in section 47-219a.

(b) A declarant promptly shall amend the public offering statement to report any material change in the information required to be included in the public offering statement.

(P.A. 83-474, S. 65, 96; P.A. 84-472, S. 18, 23; P.A. 09-225, S. 40.)

History: P.A. 84-472 amended Subsec. (a)(4) by adding “created by the declarant” and amended Subsec. (a)(8) by providing that the description be a “brief narrative” of any liens, defects or encumbrances on or affecting the title “not otherwise disclosed under subdivision (4) of this subsection”; P.A. 09-225 added Subsec. (a)(21) re arrangements described in Sec. 47-219a, effective July 1, 2010.

Sec. 47-265. Requirements for public offering statement when community is subject to development rights. If the declaration provides that a common interest community is subject to any development rights, the public offering statement shall disclose, in addition to the information required by section 47-264:

(1) The maximum number of units, and the maximum number of units per acre, that may be created;

(2) A statement of how many or what percentage of the units that may be created will be restricted exclusively to residential use, or a statement that no representations are made regarding use restrictions;

(3) If any of the units that may be built within real property subject to development rights are not to be restricted exclusively to residential use, a statement, with respect to each portion of that real property, of the maximum percentage of the real property areas, and the maximum percentage of the floor areas of all units that may be created therein, that are not restricted exclusively to residential use;

(4) A brief narrative description of any development rights reserved by a declarant and of any conditions relating to or limitations on the exercise of development rights;
(5) A statement of the maximum extent to which each unit’s allocated interests may be changed by the exercise of any development right described in subdivision (3) of this section;

(6) A statement of the extent to which any buildings or other improvements that may be erected pursuant to any development right in any part of the common interest community will be compatible with existing buildings and improvements in the common interest community in terms of architectural style, quality of construction and size, or a statement that no assurances are made in those regards;

(7) General descriptions of all other improvements that may be made and limited common elements that may be created within any part of the common interest community pursuant to any development right reserved by the declarant, or a statement that no assurances are made in that regard;

(8) A statement of any limitations as to the locations of any building or other improvement that may be made within any part of the common interest community pursuant to any development right reserved by the declarant, or a statement that no assurances are made in that regard;

(9) A statement that any limited common elements created pursuant to any development right reserved by the declarant will be of the same general types and sizes as the limited common elements within other parts of the common interest community, or a statement of the types and sizes planned, or a statement that no assurances are made in that regard;

(10) A statement that the proportion of limited common elements to units created pursuant to any development right reserved by the declarant will be approximately equal to the proportion existing within other parts of the common interest community, or a statement of any other assurances in that regard, or a statement that no assurances are made in that regard;

(11) A statement that all restrictions in the declaration affecting use, occupancy, and alienation of units will apply to any units created pursuant to any development right reserved by the declarant, or a statement of any differentiations that may be made as to those units, or a statement that no assurances are made in that regard; and

(12) A statement of the extent to which any assurances made pursuant to this section apply or do not apply in the event that any development right is not exercised by the declarant.

(P.A. 83-474, S. 66, 96; P.A. 07-217, S. 181.)


Sec. 47-266. Requirements for public offering statement when ownership or occupancy is by time shares. (a) If the declaration provides that ownership or occupancy of any units, is or may be in time shares, the public offering statement shall disclose, in addition to the information required by section 47-264: (1) The number and identity of units in which time shares may be created; (2) the total number of time shares that may be created; (3) the minimum duration of any time shares that may be created; and (4) the extent to which the creation of time shares will or may affect the enforceability of the association’s lien for assessments provided in section 47-258.
(b) The requirements of this section are in addition to the requirements of section 42-103mm.

(P.A. 83-474, S. 67, 96; P.A. 09-156, S. 29.)

History: P.A. 09-156 amended Subsec. (b) by changing citation from Ch. 734b to Sec. 42-103, effective January 1, 2010.

Sec. 47-267. Requirements for public offering statement when community contains conversion building. (a) The public offering statement of a common interest community containing any conversion building shall contain, in addition to the information required by section 47-264: (1) A statement by the declarant, incorporating a report prepared by a registered architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the building; (2) a statement by the declarant of the approximate dates of construction, installation and major repairs, and the expected remaining useful life of each item reported on in subdivision (1) of this subsection, together with the estimated cost, in current dollars, of replacing each of the same; and (3) a list of any outstanding notices from the municipality of uncured violations of building code or other municipal regulations, together with the estimated cost of curing those violations.

(b) This section applies only to buildings containing units that may be occupied for residential use. In those cases, this section shall apply to all such buildings and the declarant shall provide a purchaser with the information required by subsection (a) of this section even if the declarant is otherwise exempt under subsection (c) of section 47-215 from the requirement of delivering a public offering statement because the common interest community (A) contains no more than twelve units, (B) is not subject to any development rights and (C) does not utilize a master association.

(P.A. 83-474, S. 68, 96; P.A. 86-218, S. 3.)

History: P.A. 86-218 rewrote Subsec. (b) to require the declarant to provide a purchaser of a residential unit with the information required by Subsec. (a) even if the declarant is otherwise exempt from the public offering statement requirement because of certain specified characteristics of the common interest community.

Sec. 47-268. Requirements for public offering statement when interest in community is security. If an interest in a common interest community is currently registered with the Securities and Exchange Commission of the United States, a declarant satisfies all requirements of this chapter relating to the preparation of a public offering statement if he delivers to the purchaser a copy of the public offering statement filed with the Securities and Exchange Commission.

(P.A. 83-474, S. 69, 96; P.A. 84-546, S. 102, 173.)

History: P.A. 84-546 made technical change.

Sec. 47-269. Purchaser’s right to cancel. (a) A person required to deliver a public offering statement shall provide a purchaser with a copy of the public offering statement and all amendments thereto before conveyance of the unit, and not later than the date of any contract of sale. A purchaser, before conveyance, may cancel a contract of sale within fifteen days after executing it.
(b) If a purchaser elects to cancel a contract pursuant to subsection (a) of this section, he may do so by hand-delivering notice thereof to the offeror or by mailing notice thereof by prepaid United States mail to the offeror or to his agent for service of process. Cancellation is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

(c) If a person required to deliver a public offering statement fails to provide a purchaser to whom a unit is conveyed with that public offering statement and all amendments thereto as required by subsection (a) of this section, the purchaser, in addition to any rights to damages or other relief, is entitled to receive from that person an amount equal to ten per cent of the sale price of the unit, plus ten per cent of the share, proportionate to his common expense liability, of any indebtedness of the association secured by security interests encumbering the common interest community.

(P.A. 83-474, S. 70, 96; P.A. 84-546, S. 103, 173.)

History: P.A. 84-546 made technical change in Subsec. (b), substituting “offeror” for “offer”.

Sec. 47-270. Resales of units. (a) Except in the case of a sale in which delivery of a public offering statement is required under either this chapter or chapter 825, or unless exempt under subsection (b) of section 47-262, a unit owner shall furnish to a purchaser or such purchaser’s attorney, before the earlier of conveyance or transfer of the right to possession of a unit, a copy of the declaration, other than any surveys and plans, the bylaws, the rules or regulations of the association, and a certificate containing: (1) A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit held by the association; (2) a statement setting forth the amount of the periodic common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner; (3) a statement of any other fees payable by the owner of the unit being sold; (4) a statement of any capital expenditures in excess of one thousand dollars approved by the executive board for the current and next succeeding fiscal year; (5) a statement of the amount of any reserves for capital expenditures; (6) the current operating budget of the association; (7) a statement of any unsatisfied judgments against the association and the existence of any pending suits or administrative proceedings in which the association is a party, including foreclosures but excluding other collection matters; (8) a statement of the insurance coverage provided for the benefit of unit owners, including any schedule of standard fixtures, improvements and betterments in the units covered by the association’s insurance that the association prepared pursuant to subsection (b) of section 47-255; (9) a statement of any restrictions in the declaration affecting the amount that may be received by a unit owner on sale, condemnation, casualty loss to the unit or the common interest community or termination of the common interest community; (10) in a cooperative, an accountant’s statement, if any was prepared, as to the deductibility for federal income tax purposes by the unit owner of real property taxes and interest paid by the association; (11) if the association is unincorporated, the name of the statutory agent for service of process filed with the Secretary of the State pursuant to section 47-244a; (12) a statement describing any pending sale or encumbrance of common elements; (13) a statement disclosing the effect on the unit to be conveyed of any restrictions on the owner’s right to use or occupy the unit or to lease the unit to another person; (14) a statement disclosing the number of units whose owners are at least sixty days’ delinquent in paying their common charges on a specified date within sixty days of the date of the statement; (15) a statement disclosing the number of foreclosure actions brought by the association during the past twelve months and the number of such actions pending on a specified date within sixty days of the date of the statement; (16) a statement disclosing (A) the most recent fiscal period within the five years preceding the date on which the certificate is being furnished for which an independent certified public accountant reported on a
financial statement, and (B) whether such report on a financial statement was a compilation, review or audit; and (17) any established maintenance standards adopted by the association pursuant to subsection (e) of section 47-257.

(b) (1) Not later than ten business days after receipt of a request in a record from a unit owner and payment by the unit owner of a fee established by the association that does not exceed one hundred twenty-five dollars plus either five cents for each page of document copies provided by the association pursuant to this section or a flat fee of ten dollars for an electronic version of those documents, for the preparation of the certificate and other documents, the association shall furnish a certificate containing the information necessary to enable the unit owner to comply with this section and any other documents required by this section. An additional fee of not more than ten dollars for expedited preparation may be established if the certificate and all required documents are furnished to the unit owner not later than three business days after the request in a record is received by the association. No fee under this subsection may include costs for services provided by an attorney or paralegal.

(2) A unit owner providing a certificate and documents pursuant to subsection (a) of this section is not liable to the purchaser for any erroneous information provided by the association and included in the certificate and documents.

(c) A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the association. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate and documents in a timely manner, but the purchase contract is voidable by the purchaser until (1) the expiration of five days, excluding Saturdays, Sundays and legal holidays, after the certificate and documents have been delivered to such purchaser or such purchaser’s attorney, or seven days, excluding Saturdays, Sundays and legal holidays, after the certificate and documents have been sent by registered or certified mail or mail evidenced by a certificate of mailing to such purchaser or such purchaser’s attorney, or (2) conveyance, whichever first occurs.

(d) A dealer who offers a unit which he owns shall, in addition to the material provided to a purchaser or such purchaser’s attorney under subsection (a) of this section, furnish to such purchaser or such purchaser’s attorney a copy of any public offering statement that the dealer received at the time he purchased his unit.

(e) The association shall, during the month of January in each year, file in the office of the town clerk of the municipality or municipalities where such common interest community is located a certificate setting forth the name and mailing address of the officer of the association or the managing agent from whom a resale certificate may be requested, and shall, thereafter, file such a certificate within thirty days of any change in the name or address of such officer or agent. The town clerk shall record such certificate in the land records.


Amendment Notes: 2014 amendment, by P.A. 14-215, effective Oct. 1, 2014, in (a), inserted (16) and redesignated former (16) as (17); and made related changes.
Sec. 47-271. Escrow of deposits. Distribution of interest. (a) Any deposit made in connection with the purchase or reservation of a unit from a person required to deliver a public offering statement pursuant
to subsection (c) of section 47-263 shall be placed in escrow and held either in this state or in the state where the unit is located in an account designated solely for that purpose by a licensed title insurance company, an attorney, a licensed real estate broker, an independent bonded escrow company or an institution whose accounts are insured by a governmental agency or instrumentality until (1) delivered to the declarant at closing; (2) delivered to the declarant because of the purchaser’s default under a contract to purchase the unit; or (3) refunded to the purchaser.

(b) If such deposit is made in connection with the purchase or reservation of a unit to be occupied by the purchaser and is placed in an interest-bearing escrow account other than an account established and maintained pursuant to section 51-81c, any interest which accrues thereon from the date of such deposit until its disposition pursuant to subdivision (1), (2) or (3) of subsection (a) of this section shall be distributed as follows: (1) If such deposit is delivered to the declarant at closing or refunded to the purchaser, such interest shall be divided equally between the purchaser and the declarant; and (2) if such deposit is delivered to the declarant because of the purchaser’s default under a contract to purchase the unit, such interest shall be paid to the declarant.

(c) Any person who procures the wrongful release of any escrow funds to the declarant or to a third party, with intent to defraud the purchaser, shall be guilty of embezzlement and on conviction shall be punished in the manner provided by law.

(P.A. 83-474, S. 72, 96; P.A. 87-358, S. 5; 87-589, S. 55.)

History: P.A. 87-358 added Subsec. (b) re distribution of interest if a deposit is made in connection with the purchase or reservation of a unit to be occupied by the purchaser and is placed in interest-bearing escrow account, and relettered former Subsec. (b) as Subsec. (c); P.A. 87-589 amended Subsec. (b) by adding “other than an account established and maintained pursuant to section 51-81c.

Sec. 47-272. Release of liens. (a) In the case of a sale of a unit where delivery of a public offering statement is required pursuant to subsection (c) of section 47-263, a seller, (1) Before conveying a unit, shall record or furnish to the purchaser releases of all liens, except liens on real property that a declarant has the right to withdraw from the common interest community, that the purchaser does not expressly agree to take subject to or assume and that encumber (A) in a condominium, that unit and its common element interest, and (B) in a cooperative or planned community, that unit and any limited common elements assigned thereto, or (2) shall provide a surety bond or substitute collateral for or insurance against the lien in accordance with state law for substitution of such a security.

(b) Before conveying real property to the association, the declarant shall have that real property released from: (1) All liens the foreclosure of which would deprive unit owners of any right of access to or easement of support of their units, and (2) all other liens on that real property unless the public offering statement describes certain real property that may be conveyed subject to liens in specified amounts.

(P.A. 83-474, S. 73, 96.)

Sec. 47-273. Rights of tenants in conversion buildings. The rights of residential tenants in conversion buildings are governed by sections 47-282 to 47-292, inclusive, and by section 47a-23c.

(P.A. 83-474, S. 74, 96.)
Sec. 47-274. Express warranties of quality. (a) Express warranties made by any seller to a purchaser of a unit, if relied on by the purchaser, are created as follows:

1. Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the common interest community that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the common interest community, creates an express warranty that the unit, area improvements and related rights and uses will conform to the affirmation or promise;

2. Any model or description of the physical characteristics of the common interest community, including plans and specifications of or for improvements, creates an express warranty that the common interest community will substantially conform to the model or description unless the model or description clearly discloses that it is only proposed or is subject to change;

3. Any description of the quantity or extent of the real property comprising the common interest community, including surveys, creates an express warranty that the common interest community will conform to the description, subject to customary tolerances; and

4. A provision that a purchaser may put a unit only to a specified use is an express warranty that the specified use is lawful.

(b) Neither formal words, such as “warranty” or “guarantee”, nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real property or its value does not create a warranty.

(c) Any conveyance of a unit transfers to the purchaser all express warranties of quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to chapter 827.

(P.A. 83-474, S. 75, 96; P.A. 09-225, S. 42.)

History: P.A. 09-225 added “unless the model or description clearly discloses that it is only proposed or is subject to change” in Subsec. (a)(2), effective July 1, 2010.

Sec. 47-275. Implied warranties of quality. (a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant impliedly warrants to a purchaser that a unit and the common elements in the common interest community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the common interest community, will be: (1) Free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) In addition, a declarant warrants to a purchaser of a unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.
(d) Warranties imposed by this section may be excluded or modified as specified in section 47-276.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant are made or contracted for by the declarant.

(f) Any conveyance of a unit transfers to the purchaser all of the declarant’s implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to chapter 827.

(g) The warranties provided to a purchaser by a declarant pursuant to this section with respect to common elements shall also extend to the association.

(P.A. 83-474, S. 76, 96.)

Sec. 47-276. Exclusion or modification of implied warranties of quality. (a) Except as limited by subsection (b) of this section with respect to a purchaser of a unit that may be used for residential use, implied warranties of quality: (1) May be excluded or modified by agreement of the parties; and (2) are excluded by expression of disclaimer, such as “as is”, “with all faults”, or other language that in common understanding calls the purchaser’s attention to the exclusion of warranties.

(b) With respect to a purchaser of a unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

(P.A. 83-474, S. 77, 96.)

Sec. 47-277. Action for breach of warranty. Statute of limitations. (a) Unless a period of limitation is tolled under section 47-253, a judicial proceeding for breach of any obligation arising under section 47-274 or 47-275 shall be commenced within three years after the cause of action accrues.

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser’s or association’s lack of knowledge of the breach, accrues: (1) As to a unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a nonpossessory interest was conveyed; and (2) as to each common element, at the time the common element is completed and first used by a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

(P.A. 83-474, S. 78, 96; P.A. 95-187, S. 25.)

History: P.A. 95-187 amended Subsec. (a) to add “Unless a period of limitation is tolled under section 47-253”.
Sec. 47-278. Cause of action to enforce chapter, declaration or bylaws. Attorney’s fees and costs. Alternative dispute resolution. Hearings before executive board. (a) A declarant, association, unit owner or any other person subject to this chapter may bring an action to enforce a right granted or obligation imposed by this chapter, the declaration or the bylaws. The court may award reasonable attorney’s fees and costs.

(b) Parties to a dispute arising under this chapter, the declaration or the bylaws may agree to resolve the dispute by any form of binding or nonbinding alternative dispute resolution, provided: (1) A declarant may agree with the association to do so only after the period of declarant control has expired; and (2) an agreement to submit to any form of binding alternative dispute resolution must be in a record authenticated by the parties.

(c) (1) (A) Except as otherwise provided under subdivision (2) of this subsection, before an association brings an action or institutes a proceeding against a unit owner other than a declarant, the association shall schedule a hearing to be held during a regular or special meeting of the executive board and shall send a written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten business days prior to the date of such hearing. Such notice shall include a statement of the nature of the claim against the unit owner and the date, time and place of the hearing.

(B) The unit owner shall have the right to give testimony orally or in writing at the hearing, either personally or through a representative, and the executive board shall consider such testimony in making a decision whether to bring an action or institute a proceeding against such unit owner.

(C) The executive board shall make such decision and the association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the unit owner, not later than thirty days after the hearing.

(2) The provisions of subdivision (1) of this subsection shall not apply to an action brought by an association against a unit owner (A) to prevent immediate and irreparable harm, or (B) to foreclose a lien for an assessment attributable to a unit or fines imposed against a unit owner pursuant to section 47-258.

(d) (1) Any unit owner other than a declarant, seeking to enforce a right granted or obligation imposed by this chapter, the declaration or the bylaws against the association or another unit owner other than a declarant, may submit a written request to the association for a hearing before the executive board. Such request shall include a statement of the nature of the claim against the association or another unit owner.

(2) Not later than thirty days after the association receives such request, the association shall schedule a hearing to be held during a regular or special meeting of the executive board and shall send written notice by certified mail, return receipt requested, and by regular mail, to the unit owner at least ten business days prior to the date of such hearing. Such notice shall include the date, time and place of the hearing. Such hearing shall be held not later than forty-five days after the association receives such request.
(3) The executive board shall make a decision on the unit owner’s claim and the association shall send such decision in writing by certified mail, return receipt requested, and by regular mail, to the unit owner, not later than thirty days after the hearing.

(4) The failure of the association to comply with the provisions of this subsection shall not affect a unit owner’s right to bring an action pursuant to subsection (a) of this section.


History: P.A. 95-187 designated existing provisions as Subsec. (a) and amended said Subsec. to authorize court to award court costs and delete provision that authorized award of reasonable attorney’s fees “in an appropriate case” and added Subsec. (b) to authorize parties to resolve a dispute by any form of binding or nonbinding alternative dispute resolution, subject to certain conditions; P.A. 09-225 amended Subsec. (a) to replace provisions re claim for failure to comply and punitive damages with provisions re action to enforce right or obligation under chapter, declaration or bylaws and substitute “costs” for “court costs”, and amended Subsec. (b) to substitute “has expired” for “passes” and “record authenticated” for “writing signed”, effective July 1, 2010; P.A. 11-195 added Subsecs. (c) and (d) re required and requested hearings before the executive board.

Sec. 47-279. Labeling of promotional material. No promotional material may be displayed or delivered to prospective purchasers which describes or portrays an improvement that is not in existence unless the description or portrayal of the improvement in the promotional material is conspicuously labeled or identified either as “MUST BE BUILT” or as “NEED NOT BE BUILT”.

(P.A. 83-474, S. 80, 96.)

Sec. 47-280. Declarant’s obligation to complete and restore. (a) Except for improvements labeled “NEED NOT BE BUILT”, the declarant shall complete all improvements depicted on any site plan or other graphic representation, including any surveys or plans prepared pursuant to section 47-228, whether or not that site plan or other graphic representation is contained in the public offering statement or in any promotional material distributed by or for the declarant.

(b) The declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the common interest community, of any portion of the common interest community affected by the exercise of rights reserved pursuant to or created by section 47-229, 47-230, 47-231, 47-232, 47-234 or 47-235.

(P.A. 83-474, S. 81, 96.)

Sec. 47-281. Substantial completion of units required. In the case of a sale of a unit in which delivery of a public offering statement is required, a contract of sale may be executed, but no interest in that unit may be conveyed, until the declaration is recorded and the unit is substantially completed, as evidenced by a recorded certificate of substantial completion executed by a registered architect, surveyor or engineer, or by issuance of a certificate of occupancy authorized by law.

(P.A. 83-474, S. 82, 96.)

Part V Common Interest Communities Containing Conversion Buildings
Sec. 47-282. Statement of policy. It is declared that (1) a severe rental housing shortage exists in this state, (2) the current rate at which dwelling units are being converted into common interest communities has created a state-wide housing emergency, (3) it is in the public interest to preserve a number of leased dwelling units as rentals for those persons who, because of increasing age, infirmity or other functional limitations, are least likely to be able to afford to purchase housing and are most susceptible to mental and physical health problems that may result from the trauma of being forced to search for housing in a market where the vacancy rate for leased dwelling units is approaching zero in many localities, (4) because towns, cities and boroughs may not regulate the conversion of residential rental property to dwelling units in common interest communities, except as provided in this section, there is a need for state-wide action, and (5) current economic conditions, including fluctuating interest rates, may stabilize thereby easing the housing crisis which now exists.

(P.A. 83-474, S 83, 96.)

Sec. 47-283. Definitions. For purposes of sections 47-282 to 47-293, inclusive:
(1) “Conversion notice” means the conversion notice specified by section 47-284;

(2) “Converted unit” means a dwelling unit or a space or lot in a mobile manufactured home park that (A) was not in a common interest community when originally leased to its current tenant and (B) is now in a common interest community or is located in a building in which a unit is being offered for sale, or in a mobile manufactured home park in which a space or lot is being offered for sale, as part of a common interest community;

(3) “Tenant” means a tenant, as defined in section 47a-1, or a resident, as defined in section 21-64, including a resident who owns his own mobile manufactured home;

(4) “Conversion tenant” means a tenant who occupies a dwelling unit or a space or lot in a mobile manufactured home park both before and after it becomes a converted unit; and

(5) “Transition period” means, with respect to a conversion tenant, the period of time beginning on the date when that tenant’s dwelling unit or space or lot in a mobile manufactured home park becomes a converted unit, and ending nine months after that tenant receives a conversion notice or when his existing lease ends, whichever is later.

(P.A. 83-474, S. 84, 96; P.A. 87-358, S. 1 P.A. 91-383, S. 24.)

History: P.A. 87-358 amended the definition of “transition period” to increase the period from 180 days to 9 months; P.A. 91-383 amended the definition of “converted unit” to include a space or lot located in a mobile manufactured home park, added the definition of “tenant”, amended the definition of “conversion tenant” to include a tenant who occupies a space or lot in a mobile manufactured home park, and amended the definition of “transition period” to replace “apartment” with “dwelling unit” and include a tenant’s space or lot in a mobile manufactured home park.

Sec. 47-284. Conversion tenant’s right to conversion notice and public offering statement. (a) At least nine months before a conversion tenant will be required to vacate a converted unit, other than for reasons permitted by subsection (b) of section 47a-23c, and, if a tenant has a purchase right pursuant to section 47-285, at least ninety days prior to the sale of the converted unit by the declarant to a person
other than a conversion tenant, a declarant shall give that tenant a conversion notice and provide that tenant with a public offering statement when otherwise required by section 47-263 or 47-267.

(b) The conversion notice shall inform a tenant of: (1) The date the declarant converted, or intends to convert, the building to a common interest form of ownership; (2) the right of the tenant during the transition period to protection from eviction; (3) the exclusive right of the tenant, as described in section 47-285, to purchase his converted unit during the first ninety days after receipt of the conversion notice; (4) the right of the tenant, as described in section 47-286, to terminate his tenancy and abandon his converted unit on thirty days notice, and the right of each qualified tenant, as described in section 47-287, to a relocation payment; (5) the availability from the Department of Housing of information concerning governmental assistance to (A) purchase the converted unit or alternative housing, or (B) find, and relocate to, alternative housing; and (6) the address and phone number for information concerning the availability of relocation payments and for information from the Department of Housing concerning governmental assistance.

(c) The conversion notice and public offering statement shall be hand-delivered or sent by certified mail, return receipt requested, to the address of the dwelling unit and to any other mailing address provided by a tenant.

(P.A. 83-474, S. 85, 96; P.A. 84-472, S. 20, 23; P.A. 87-358, S. 2; P.A. 95-250, S. 1; P.A. 96-211, S. 1, 5, 6; P.A. 13-234, S. 2, eff. June 19, 2013.)

History: P.A. 84-472 amended Subsec. (a) to increase from 60 to 90 days the time period prior to the sale of a converted unit when a declarant must give a conversion notice to certain tenants and amended Subsec. (b) to require the conversion notice to inform the tenant that he has the exclusive right to purchase his unit during the first 90 days, rather than the first 60 days, after receipt of the notice; P.A. 87-358 amended Subsec. (a) to increase from 180 days to 9 months the time period prior to the date a conversion tenant is required to vacate his unit that the declarant must give a conversion notice; P.A. 95-250 and P.A. 96-211 replaced Commissioner and Department of Housing with Commissioner and Department of Economic and Community Development; pursuant to P.A. 13-234, references to Department of Economic and Community Development were changed editorially by the Revisors to references to Department of Housing in Subsec. (b), effective June 19, 2013.

Sec. 47-285. Conversion tenant’s right to purchase converted unit. (a) For the first ninety days after giving a conversion notice to a tenant, a declarant shall offer to convey the converted unit occupied by that tenant to that tenant. If a tenant fails to purchase the converted unit during that ninety-day period, the declarant may not offer to dispose of an interest in that converted unit during the following nine months at a price or on terms more favorable to the offeree than the price or terms offered to the tenant. This provision does not apply to any unit which will be restricted exclusively to nonresidential use or the boundaries of which do not substantially conform to the dimensions of the unit before conversion.

(b) If a declarant, in violation of subsection (a) of this section conveys a converted unit to a purchaser for value who has no knowledge of the violation, the recordation of the deed conveying that converted unit, or, in a cooperative, the conveyance, extinguishes any right a tenant may have under subsection (a) of this section to purchase if the deed or conveyance states that the declarant has complied with said subsection (a), but does not affect the right of a tenant to recover damages under section 47-292 from the declarant for a violation of said subsection (a).
(c) If a tenant fails to purchase the converted unit during that ninety-day period, and the declarant thereafter enters into a contract to sell that unit to a third person, the declarant shall, within one month of executing that contract, notify the tenant of the name and address of the contract purchaser. The declarant’s failure to comply with this subsection shall not constitute a defect in the title which he conveys to a third person, or otherwise affect the marketability of title to that unit.

(P.A. 83-474, S. 86, 96; P.A. 84-472, S. 21, 23; P.A. 87-358, S. 3.)

History: P.A. 84-472 increased from 60 to 90 days the period during which a conversion tenant has an exclusive right to purchase his converted unit; P.A. 87-358 amended Subsec. (a) to increase from 180 days to 9 months the period during which the declarant is prohibited from offering a more favorable price or terms.

Sec. 47-286. Conversion tenant’s right to terminate lease and abandon unit. A conversion tenant may, without penalty, terminate an existing lease before it expires at any time during a transition period after he receives a conversion notice, if he notifies the declarant of his intention to abandon thirty days in advance. A conversion tenant may abandon his unit at any time during a transition period on termination or expiration of his lease.

(P.A. 83-474, S. 87, 96.)

Sec. 47-287. Conversion tenant’s right to relocation payment. (a) Except as provided in subsection (b) of this section, a conversion tenant is entitled to a relocation payment from the declarant if the tenant’s household income qualifies under subsection (c) of this section and he moves from his converted unit either during or after the transition period. The relocation payment shall be in the amount of two months rent or one thousand dollars, whichever is greater.

(b) If a conversion tenant executes a written lease for a term of at least one year at any time after the tenant receives a conversion notice, the lease may provide that, after the transition period ends, the tenant waives his right to a relocation payment pursuant to this section.

(c) A tenant’s household income qualifies, for purposes of subsection (a) of this section, if his household has an adjusted gross income for federal income tax purposes of less than twenty-one thousand dollars if the tenant is unmarried, or twenty-five thousand dollars if he is married.

(d) The relocation payment shall be made within ten days after the tenant vacates and shall not be considered as income or resources to the extent so provided for payment to a displaced person pursuant to section 8-277.

(P.A. 83-474, S. 88, 96.)

Sec. 47-288. Registration of common interest community.
(a) If a common interest community contains or will contain any conversion building, or any land currently or formerly in a mobile manufactured home park, in which any unit was last occupied as a dwelling unit, the declarant, prior to creating such common interest community, shall register such common interest community and each dwelling unit therein with the Commissioner of Housing in such manner as the commissioner may prescribe by regulations adopted pursuant to section 47-295. The
declarant’s registration shall be accompanied by a registration fee of fifty dollars per dwelling unit being converted. No declarant shall offer to sell, sell or otherwise dispose of a unit in a common interest community until such registration is filed and such registration fees are paid.

(b) At the time of giving a conversion notice, the declarant shall send a copy of the conversion notice to the Commissioner of Housing, together with: (1) The address of the property; (2) the number of occupied dwelling units in the property on the day of the notice; (3) the number of dwelling units in the property on the day of the notice; and (4) the number of dwelling units in the property occupied at any time during the preceding twelve months.

(c) The Commissioner of Housing, in addition to taking any action authorized by section 47-294, shall require the declarant to (1) provide the Department of Housing with a copy of the public offering statement and (2) distribute to tenants any material which the commissioner has prepared regarding the availability of governmental assistance.

(d) Within six months of giving the conversion notice, the declarant shall notify the Commissioner of Housing of: (1) The number of tenants who purchased their dwelling units or, in the case of a mobile manufactured home park, who purchased the space or lot upon which their dwelling units sit; (2) the number of tenants who stayed in their dwelling units and did not purchase; (3) the number of tenants who moved; (4) the number of moving tenants who received a relocation payment under section 47-287; and (5) the number of tenants against whom summary process proceedings were begun.

(e) The notification to the Commissioner of Housing pursuant to subsection (d) of this section shall be accompanied by a statement of the declarant, certified as true under penalty of false statement, that, to the best of his knowledge and belief, all tenants entitled to a relocation payment under section 47-287 received such payment. If any tenant entitled to a relocation payment did not receive it, the statement shall describe why the payment was not made.

(P.A. 83-474, S. 89, 96; P.A. 87-439, S. 1, 6; P.A. 88-364, S. 64, 123; P.A. 91-383, S. 25; P.A. 95-250, S. 1; P.A. 96-211, S. 1, 5, 6; P.A. 13-234, S. 2, eff. June 19, 2013.)

History: P.A. 87-439 added new Subsec. (a) re registration of common interest communities and relettered existing Subsecs. (a) to (d) as (b) to (e), changed “department of housing” to “commissioner of housing”, amended Subsec. (b) by deleting $2 per unit fee provision and requiring additional information to be submitted pursuant to Subdivs. (3) and (4), amended Subsec. (c) by adding reference to Sec. 47-294, amended Subsec. (d) by adding Subdiv. (5) requiring notice of number of tenants against whom summary process proceedings were begun, and amended Subsec. (e) by requiring declarant’s statement to be certified as true under penalty of false statement; P.A. 88-364 made technical changes in Subsec. (d); P.A. 91-383 amended Subsec. (a) by including any common interest community containing any land currently or formerly in a mobile manufactured home park and amended Subsec. (d) by including in Subdiv. (1) the number of tenants, in the case of a mobile manufactured home park, who purchased the space or lot upon which their dwelling units sit; P.A. 95-250 and P.A. 96-211 replaced Commissioner and Department of Housing with Commissioner and Department of Economic and Community Development; pursuant to P.A. 13-234, references to Commissioner of Economic and Community Development and Department of Economic and Community Development were changed editorially by the Revisors to references to Commissioner of Housing and Department of Housing, respectively, effective June 19, 2013.)
Sec. 47-289. Rent increases of conversion tenants. (a) During a transition period, a conversion tenant’s rent may not be increased for any reason.

(b) After a transition period ends, the rent of any conversion tenant, including tenants protected under section 47a-23c, may be increased only to the extent such increase is fair and equitable, based on the criteria set forth in section 7-148c. At least sixty days notice of any proposed increase shall be given to a conversion tenant. A rent increase may include the amount of assessment on that dwelling unit for the payment of current common expenses under section 47-257, to the extent not already included in the tenant’s rent.

(c) Any converted tenant aggrieved by a rent increase or proposed rent increase may seek the relief available under subdivision (2) of subsection (c) of section 47a-23c.

(P.A. 83-474, S. 90, 96.)

Sec. 47-290. Eviction of conversion tenants. (a) During a transition period, a conversion tenant may be evicted from a converted unit only for a reason which would justify eviction under subsection (b) of section 47a-23c.

(b) After a transition period ends, a conversion tenant may be evicted for any reason permitted by law, including expiration of the tenant’s lease, unless protected by section 47a-23c.

(c) During any period of occupancy by a conversion tenant between the expiration of the conversion tenant’s lease and the expiration of the transition period, the landlord and the conversion tenant shall comply with the substantive provisions of the expired lease and with any regulations previously adopted by the landlord in accordance with section 47a-9.

(d) (1) Except as provided in subdivision (2), if (A) a tenant vacates a dwelling unit or removes a dwelling unit from a mobile manufactured home park after receiving a notice to quit based on a reason other than a reason listed in subdivision (1) of subsection (b) of section 47a-23c; and (B) the dwelling unit or the space or lot in a mobile manufactured home park occupied by such tenant becomes a converted unit, as defined in subsection (2) of section 47-283, within nine months of the date of such notice to quit; and (C) no other tenant subsequently occupied the dwelling unit or the space or lot before it became a converted unit, that tenant shall be entitled to the benefits provided to a conversion tenant under sections 47-284, 47-285 and 47-287. The notice required by section 47-284 shall be given to such tenant by mailing the notice to him at his last-known address.

(2) The rights provided by section 47-285 do not apply to a tenant who, before eviction, occupied a unit or a space or lot in a mobile manufactured home park which will be restricted exclusively to nonresidential use or the boundaries of which do not substantially conform to the dimensions of the unit or the space or lot before conversion.

(3) A tenant in possession may, as a defense to a summary process action or other action for possession based upon a reason other than a reason listed in subdivision (1) of subsection (b) of section 47a-23c, or in an independent action brought by such tenant, introduce evidence of the owner’s intent to create a common interest community which will include such tenant’s dwelling unit or the space or lot in a mobile manufactured home park on which such tenant’s dwelling unit sits or the owner’s intent to convey such tenant’s dwelling unit or space or lot to another person who intends to create a common
interest community. If the court finds that there is a substantial probability that the owner or his successor in interest will create a common interest community within nine months from the date the action by the owner or tenant was instituted, the court shall enjoin the action for possession and may grant other appropriate relief. If the owner or his successor in interest intends to substantially rehabilitate the property before conversion and such rehabilitation cannot be reasonably accomplished if the tenant remains in occupancy, in lieu of enjoining the dispossession of the tenant, the court may make reasonable provisions to insure that the tenant receives adequate time to locate other housing and that the tenant will receive the benefits to which a conversion tenant is entitled under sections 47-284, 47-285 and 47-287.

(P.A. 83-474, S. 91, 96; P.A. 84-472, S. 22, 23; P.A. 91-383, S. 26.)

History: P.A. 84-472 added Subsec. (d) to entitle certain tenants who vacate a dwelling unit which subsequently becomes a converted unit to benefits provided a conversion tenant and to provide judicial remedies to a tenant when the owner or his successor in interest intends to create a common interest community involving the tenant’s unit after such tenant’s dispossession; P.A. 91-383 amended Subsec. (d) to make provisions applicable to a tenant who occupied a space or lot in mobile manufactured home park which becomes a converted unit.

Sec. 47-291. Unenforceable lease provisions. Except pursuant to a purchase agreement with the tenant for the purchase of his dwelling unit or the space or lot in a mobile manufactured home park on which his dwelling unit sits, any provision in a tenant’s lease that allows a landlord or declarant at his option, on conversion of a building or mobile manufactured home park to a common interest community, to cancel and terminate such contract or lease without conforming to the requirements of sections 47-282 to 47-293, inclusive, is unenforceable and contrary to public policy.

(P.A. 83-474, S. 92, 96; P.A. 91-383, S. 27.)

History: P.A. 91-383 made provisions of Sec. applicable when a mobile manufactured home park is converted to a common interest community.

Sec. 47-292. Tenant’s cause of action. A tenant who claims to be aggrieved by a violation of sections 47-282 to 47-293, inclusive, or of section 47a-23c or who claims that a landlord, declarant or unit owner has harassed him or engaged in conduct with the purpose of improperly inducing him to vacate his dwelling unit or the space or lot in a mobile manufactured home park on which his dwelling unit sits may bring an action in the superior court for the judicial district in which such person resides. The court may, in addition to damages, or in lieu of damages, order injunctive or other equitable relief and award the plaintiff costs and reasonable attorney’s fees.

(P.A. 83-474, S. 93, 96; P.A. 91-383, S. 28.)

History: P.A. 91-383 made provisions of Sec. applicable to a tenant improperly induced to vacate the space or lot in a mobile manufactured home park on which his dwelling unit sits.

Sec. 47-293. Applicability of protection afforded conversion tenants. (a) The protection provided by sections 47-282 to 47-292, inclusive, to conversion tenants shall not apply to (1) conversion tenants of condominiums created before May 7, 1980, or (2) conversion tenants of all other common interest communities created before January 1, 1983.
(b) Sections 47-282 to 47-292, inclusive, shall not be construed to change the rights of any tenant protected by public act 80-370.

(P.A. 83-474, S. 94, 96.)

Sec. 47-294. Complaints of violations. Investigations. Enforcement action by Attorney General. (a) The Commissioner of Housing may receive complaints of any violations of sections 47-282 to 47-293, inclusive, section 47a-23c as it applies to the conversion of dwelling units or mobile manufactured home parks into common interest communities, and any other law concerning the conversion of dwelling units or mobile manufactured home parks into common interest communities. The commissioner shall cause investigations of such violations to be made and shall make every effort to ensure compliance with such laws. If the commissioner believes that any such laws are being violated, he shall refer the matter to the Attorney General for further enforcement.

(b) The Attorney General, acting on behalf of the Commissioner of Housing or the people of the state of Connecticut, may bring an action in the superior court for the judicial district in which the property is located to enforce the provisions of sections 47-282 to 47-293, inclusive, section 47a-23c as it applies to the conversion of dwelling units or mobile manufactured home parks into common interest communities, and any other law concerning the conversion of dwelling units or mobile manufactured home parks into common interest communities. In any such action, the Attorney General may obtain, for the benefit of persons adversely affected by the violations of such laws, any relief to which such persons may be entitled. The Attorney General may combine such action with any other action within his power to maintain, including an action under chapter 735a. Nothing in this section shall limit the right of a person adversely affected by violations of the law from bringing a private cause of action under sections 47-292 and 42-110g or any other law which may entitle such person to relief.

(P.A. 87-439, S. 2, 6; P.A. 91-383, S. 29; P.A. 95-250, S. 1; P.A. 96-211, S. 1, 5, 6; P.A. 13-234, S. 2, eff. June 19, 2013.)

History: P.A. 91-383 made provisions of Sec. applicable to violations of laws re the conversion of mobile manufactured home parks into common interest communities; P.A. 95-250 and P.A. 96-211 replaced Commissioner and Department of Housing with Commissioner and Department of Economic and Community Development. P.A. 13-234, references to Commissioner of Economic and Community Development were changed editorially by the Revisors to references to Commissioner of Housing, effective June 19, 2013.

Sec. 47-295. Regulations. The Commissioner of Housing shall adopt regulations, in accordance with the provisions of chapter 54, to carry out the purposes of sections 47-288 and 47-294. Such regulations shall provide for the form of registration to be required pursuant to section 47-288 and the information to be provided therein.

(P.A. 87-439, S. 3, 6; P.A. 95-250, S. 1; P.A. 96-211, S. 1, 5, 6; P.A. 13-234, S. 2, eff. June 19, 2013.)

History: P.A. 95-250 and P.A. 96-211 replaced Commissioner and Department of Housing with Commissioner and Department of Economic and Community Development; pursuant to P.A. 13-234, reference to Commissioner of Economic and Community Development was changed editorially by the Revisors to reference to Commissioner of Housing, effective June 19, 2013.
Secs. 47-296 to 47-299. Reserved for future use.