

# THE RHODE ISLAND CONDOMINIUM OWNERSHIP ACT



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History of Section.  
P.L. 1963, ch. 181, §1.



**§ 34-36-1. Short title.**

This chapter shall be known and may be cited as the "Condominium Ownership Act".

**§ 34-36-2. Applicability.**

This chapter shall be applicable only to property which the sole owner or all the owners submit to the provisions of the chapter by duly executing and recording a declaration as provided in the chapter.

**§ 34-36-3. Definitions.**

As used in this chapter:

- (1) "Association of unit owners" means all of the unit owners acting as a group in accordance with the declaration and bylaws.
- (2) "Building" means a building, containing four (4) or more units, or two (2) or more buildings, with a total of four (4) or more units for all the buildings, and comprising a part of the property.
- (3) "Common areas and facilities," unless otherwise provided in the declaration or lawful amendments thereto, means and includes:
  - (i) The land on which the building is located;
  - (ii) The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building;
  - (iii) The basements, yards, gardens, parking areas, and storage spaces;
  - (iv) The premises for lodging of janitors or persons in charge of the property;
  - (v) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
  - (vi) The elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
  - (vii) Such community and commercial facilities as may be provided for in the declaration; and



(viii) All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

(4) "Common expenses" means and includes:

(i) All sums lawfully assessed against the unit owners;

(ii) Expenses of administration, maintenance, repair, or replacement of the common areas and facilities;

(iii) Expenses agreed upon as common expenses by the association of unit owners;

(iv) Expenses declared common expenses by provisions of this chapter, or by the declaration or the bylaws.

(5) "Common profits," unless otherwise provided in the declaration or lawful amendments thereto, means and includes the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses.

(6) "Condominium" means the ownership of a single unit in a multi-unit project together with an undivided interest in common in the common areas and facilities of the property.

(7) "Condominium project" means a real estate condominium project; a plan or project whereby four (4) or more apartments, rooms, office spaces, or other units in existing or proposed apartment, commercial, or industrial buildings or structures are separately offered or proposed to be offered for sale.

(8) "Declaration" means the instrument by which the property is submitted to the provisions of this chapter, as it from time to time may be lawfully amended.

(9) "Limited common areas and facilities" means and include those common areas and facilities designated in the declaration as reserved for use of a certain unit or units to the exclusion of the other units.

(10) "Majority" or "majority of the unit owners" unless otherwise provided in the declaration or lawful amendments thereto, mean the owners of more than fifty per cent (50%) in the aggregate in interest of the undivided ownership of the common areas and facilities.



(11) "Management committee" means the committee as provided in the declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the property.

(12) "Person" means individual, corporation, partnership, association, trustee or other legal entity.

(13) "Property" means and includes the land, the building, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

(14) "Record," "recording," "recorded," and "recorder" shall have the meaning stated in chapter 13 of this title.

(15) "Record of survey map" means a plat or plats of survey of the property and of all units in the property submitted to the provisions of this chapter, which may consist of a three-dimensional, horizontal, and vertical delineation of all such units.

(16) "Unit" means a part of the property intended for any type of independent use, including one or more rooms or spaces located in one or more floors (or part or parts of floors) in a building.

(17) "Unit number" means the number, letter or combination thereof designating the unit in the declaration and in the record of survey map.

(18) "Unit owner" means the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in the declaration.

#### **§ 34-36-4. Units deemed separable.**

Each unit, together with its undivided interest in the common areas and facilities, shall, for all purposes, constitute real property and may be individually conveyed, leased, and encumbered and may be inherited or devised by will and be subject to all types of juridic acts inter vivos or mortis causa as if it were sole and entirely independent of all other units, and the separate units shall have the same incidents as real property, and the corresponding individual titles and interests therein shall be recordable.

#### **§ 34-36-5. Units may be held in ownership as in other property.**

Any unit may be held and owned by more than one person as joint tenants, or as



tenants in common, or in any other real property tenancy relationship recognized under the laws of the state.

**§ 34-36-6. Exclusive ownership and possession.**

Each unit owner shall be entitled to the exclusive ownership and possession of his or her unit.

**§ 34-36-7. Incidents of ownership.**

(a) Each unit owner shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration. The percentage shall be computed by taking as a basis the value of the unit in relation to the value of the property.

(b) The percentage of the undivided interest of each unit owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of all of the unit owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though the interest is not expressly mentioned or described in the conveyance or other instrument.

(c) The common areas and facilities 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 as provided in §§ 34-36-22 and 34-36-31. Any covenants to the contrary shall be null and void.

(d) Each unit owner may use the common areas and facilities in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other unit owners.

(e) The necessary work of maintenance, repair, and replacement of the common areas and facilities and the making of any additions or improvements thereon shall be carried out only as provided in this chapter or in the declaration or bylaws.

(f) The manager or management committee shall have the irrevocable right 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 areas and facilities or for making emergency repairs necessary to prevent damage to the common areas and facilities or to another unit or units.



**§ 34-36-8. Compliance with declaration and rules.**

Each unit owner shall comply strictly with the covenants, conditions, and restrictions as set forth in the declaration or in the deed to his or her unit, and with the bylaws and/or house rules and with the administrative rules and regulations drafted pursuant thereto, as either of the same may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages or injunctive relief or both, maintainable by the manager or management committee on behalf of the unit owners, or in a proper case, by an aggrieved unit owner.

**§ 34-36-9. Alterations.**

No unit owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other unit owners being first obtained.

**§ 34-36-10. Declaration — Recording.**

The owner or developer of a condominium project shall, prior to the conveyance of any unit, record a declaration containing covenants, conditions, and restrictions relating to the project, which shall be enforceable equitable servitudes where reasonable, and shall run with the land. Such servitudes unless otherwise provided, may be enforced by any unit owner, and his or her successors in interest, and may contain, among other things, the following particulars:

- (1) A description of the land on which the building and improvements are or are to be located.
- (2) A description of the building, stating the number of stories and basements and the number of units and the principal materials of which it is or is to be constructed.
- (3) The unit number of each unit, and a statement of its location, approximate areas, number of rooms, and immediate common area to which it has access, and any other data necessary to its proper identification.
- (4) A description of the common areas and facilities.
- (5) A description of the limited common areas and facilities, if any, stating to which units such use is reserved.



(6) The value of the property and of each unit, and the percentage of undivided interest in the common areas and facilities appurtenant to each unit and its owner for all purposes, including voting.

(7) A statement of the purposes for which the building and each of its units are intended and restricted as to use.

(8) The name of a person to receive service of process, in the cases described in this chapter, together with the residence or place of business of the person which shall be within the city or county in which the building is located.

(9) Provisions, not inconsistent with this chapter, as to the percentage of votes by the unit owners which shall be determinative of whether to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property, or of any other question.

(10) The method by which the declaration may be amended consistent with the provisions of this chapter.

(11) Any further matters in connection with the property which the person or persons executing the declaration may deem desirable to set forth consistent with this chapter.

**§ 34-36-11. Deeds — Contents.**

Deeds of units shall include the following particulars:

(1) A description of the land as provided in § 34-36-10, including the book and page or entry number and date of recording of the declaration.

(2) The unit number of the unit and any other data necessary for its proper identification.

(3) The percentage of undivided interest appertaining to the unit in the common areas and facilities.

(4) Any further particulars which the grantor and grantee may deem desirable to set forth consistent with the declaration and this chapter.

**§ 34-36-12. Recording of instruments affecting property — Separate index.**

(a) The declaration, any amendment, any instrument by which the provisions of this chapter may be waived, and every instrument affecting the property or any unit shall be





entitled to be recorded. Neither the declaration nor any amendment thereof shall be valid unless recorded.

(b) In addition to the records and indexes required to be maintained by the recorder, the recorder may maintain an index whereby the record of each condominium project contains a reference to the declaration, each conveyance of, lien against, and all other instruments referring to a unit affected by the declaration, and the record of each conveyance of, lien against, and all other instruments referring to a unit shall contain a reference to the declaration of the property of which the unit is a part.

**§ 34-36-13. Survey map.**

(a) Simultaneously with the recording of the declaration there shall be recorded a standard size, original linen/mylar (21" X 31") record of survey map, as defined in § 34-36-3(15), with 6¼" X 1½" recording information block, which map shall be made by a registered land surveyor and shall set forth (1) a description of the surface of the land included within the project, including all angular and linear data along the exterior boundaries of the property; (2) the linear measurement and location, with reference to the exterior boundaries, of the building or buildings located on the property; (3) diagrammatic floor plans of the building or buildings built or to be built thereon in sufficient detail to identify each unit, including its identifying number or symbol, the official datum elevations of the finished or unfinished interior surfaces of the floors and ceilings and the linear measurements of the finished or unfinished interior surfaces of the perimeter walls, and the lateral extensions, of every unit in the building; and (4) a certificate consenting to the recordation of such record of survey map pursuant to this chapter, signed and acknowledged by the record owner of such property. Every unit shall be identified on the record of survey map by a distinguishing number or other symbol.

(b) In interpreting the record of survey map or any deed or other instrument affecting a building or unit, the boundaries of the building or unit constructed or reconstructed in substantial accordance with the record of survey map shall be conclusively presumed to be the actual boundaries rather than the description expressed in the record of survey map, regardless of the settling or lateral movement of the building and regardless of minor variance between boundaries shown on the record of survey map and those of the building or unit.

**§ 34-36-14. Descriptions of unit.**

Every deed, lease, mortgage, or other instrument may legally describe a unit by its identifying number or symbol as designated in the declaration or as shown on the record of survey map, and every description shall be deemed good and sufficient for all



purposes, and shall be deemed to convey, transfer, encumber, or otherwise affect the unit owner's corresponding percentage of ownership in the common areas and facilities even though the description is not expressly mentioned or described.

**§ 34-36-15. Bylaws — Recording.**

The administration of every property shall be governed by bylaws, which may either be embodied in the declaration or in a separate instrument, a true copy of which shall be appended to and recorded with the declaration. No modification or amendment of the declaration or bylaws shall be valid unless the modification is set forth in an amendment and the amendment is recorded.

**§ 34-36-16. Bylaw provisions.**

The bylaws may provide for the following:

- (1) The establishment of a management committee, the number of persons constituting the committee and the method of selecting the members of the committee; the powers and duties of the management committee; and whether or not the management committee may engage the services of a manager.
- (2) The method of calling meetings of the unit owners; what percentage of the unit owners shall constitute a quorum, and be authorized to transact business.
- (3) The maintenance, repair, and replacement of the common areas and facilities and payment therefor.
- (4) The manner of collecting from the unit owners their share of the common expenses.
- (5) The designation and removal of personnel necessary for the maintenance, repair, and replacement of the common areas and facilities.
- (6) The method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities.
- (7) Restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities as are designed to prevent unreasonable interference with the use of their respective units and of the common areas and facilities by the several unit owners.
- (8) The percentage of votes required to amend the bylaws.



(9) Other provisions as may be deemed necessary for the administration of the property consistent with this chapter.

**§ 34-36-17. Records of management.**

The manager or management committee shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Records and the vouchers authorizing the payments involved shall be available for examination by the unit owners at convenient hours of weekdays.

**§ 34-36-18. Release of initial liens.**

At the time of the first conveyance of each unit, every mortgage and other lien affecting the unit, including the percentage of undivided interest of the unit in the common areas and facilities, shall have been paid and satisfied of record, or the unit being conveyed and its percentage of undivided interest in the common areas and facilities shall have been released therefrom by partial release recorded.

**§ 34-36-19. Unit liens.**

(a) Subsequent to recording the declaration as provided in this chapter, and while the property remains subject to this chapter, no lien shall thereafter arise or be effective against the property. During the period 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 the 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 that no labor performed or materials furnished with the consent or at the request of a unit owner or his or her agent or his or her contractor or subcontractor shall be the basis for the filing of a lien pursuant to the lien law against the unit of any other unit owner not expressly consenting to or requesting the labor or materials, except that the express consent shall be deemed to be given by the owner of any unit in the case of emergency repairs. Labor performed or materials furnished for the common areas and facilities, if authorized by the unit owners, the manager or management committee in accordance with §§ 34-36-1 — 34-36-34, 34-36-35 and 34-36-36 the declaration or bylaws or the house rules, 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 lien pursuant to the lien law against each of the units.

(b) In the event a lien against two (2) or more units becomes effective, the unit owners



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

**§ 34-36-20. Common expenses — Payment.**

(a) It shall be the duty of every unit owner to pay his or her proportionate share of the common expenses. Payment shall be in amounts and at such times as determined by the management committee in accordance with the terms of the declaration or the bylaws.

(b) The amount of common expenses assessed against each unit shall be a debt of the owner at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. If any unit owner shall fail or refuse to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of the owner in the property, and upon the recording of notice thereof by the manager or management committee shall be a lien upon the unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only:

(1) Tax and special assessment liens on the unit in favor of any assessing unit, and special district, and

(2) Encumbrances on the interest of the unit owner recorded prior to the date the notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(c) The manager or management committee shall, upon the written request of any unit owner or any encumbrancer or prospective encumbrancer of a unit, upon payment of a reasonable fee not to exceed ten dollars (\$10.00), issue to a person so requesting a written statement setting forth the unpaid common expenses with respect to the unit covered by the request, which shall be conclusive upon the remaining unit owners and upon the manager and management committee in favor of all persons who rely thereon in good faith. Unless the request for a statement of indebtedness shall be complied with



within ten (10) days, all unpaid common expenses which became due prior to the date of the making of the request shall be subordinate to the lien held by the person requesting the statement. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to the unit and upon the payment the encumbrancer shall have a lien on such unit for the amounts paid of the same rank as the lien of his or her encumbrance.

(d) The lien for nonpayment of common expenses may be enforced by sale or foreclosure of the unit owner's interest by the manager or management committee, the sale or foreclosure to be conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the unit owner shall be required to pay the costs and expenses of the proceedings and reasonable attorney's fees. If so provided in the declaration or bylaws, in the case of foreclosure, the owner shall be required to pay a reasonable rental for the unit, and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security.

(e) Unless otherwise provided in the declaration, the manager or management committee shall have power to bid in the unit at foreclosure or other sale and to hold, lease, mortgage, and convey the unit.

**§ 34-36-21. Interest of unit owner acquired on forced sale.**

In the event any person shall acquire, through foreclosure, exercise of power of sale, or other enforcement of any lien, or by tax deed, the interest of any unit owner, the interest acquired shall be subject to all the provisions of this chapter and to the covenants, conditions, and restrictions contained in the declaration, the record of survey map, the bylaws, the house rules, or any deed affecting the interest then in force.

**§ 34-36-22. Removal of property from application of chapter.**

(a) All of the unit owners may remove a property from the provisions of this chapter by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property.

(b) Upon removal of the property from the provisions of this chapter, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which shall appertain to each unit owner shall be the



percentage of undivided interest previously owned by such owner in the common areas and facilities.

**§ 34-36-23. Resubmission of property to chapter.**

The removal provided for in § 34-36-22 shall not bar the subsequent resubmission of the property to the provisions of this chapter.

**§ 34-36-24. Common profits and expenses — Distribution and charging.**

Unless otherwise provided in the declaration or lawful amendments thereto, the common profits of the property shall be distributed among, and the common expenses shall be charged to, the unit owners according to the percentage of their undivided interest in the common areas and facilities.

**§ 34-36-25. Voluntary conveyance of unit.**

In a voluntary conveyance, the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, the grantee shall be entitled to a statement from the manager or management committee setting forth the amounts of the unpaid assessments against the grantor, and the 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 set forth.

**§ 34-36-26. Liability of unit owner for common expenses absolute.**

No unit owner may exempt himself or herself from liability for his or her contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his or her unit.

**§ 34-36-27. Separate assessment for taxation.**

(a) Each unit and its percentage of undivided interest in the common areas and facilities shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law including but not limited to ad valorem levies and special assessments. Neither the building or buildings, the property nor any of the common areas and facilities shall be deemed to be a parcel.

(b) No forfeiture or sale of the improvements or the property as a whole for delinquent



real estate taxes, special assessments, or charges shall ever divest or in any way affect the title to an individual unit so long as the real estate taxes or duly levied share of the assessments and charges on the individual unit are currently paid.

(c) Any exemption from taxes that may exist on real property or the ownership thereof shall not be denied by virtue of the submission of the property to the provisions of this chapter.

**§ 34-36-28. Perpetuities and restraints on alienation.**

The rule of property known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this chapter, or of any declaration, bylaws or other document executed in accordance with this chapter.

**§ 34-36-29. Insurance.**

(a) The manager, management committee, or association of unit owners, if required by the declaration, bylaws, or by a majority of the unit owners, or at the request of a mortgagee having a first mortgage of record covering a unit, shall have the authority to, and shall, obtain insurance for the property against loss or damage by fire and other hazards under the terms and for amounts as shall be required or requested. Insurance coverage shall be written on the property in the name of the manager, management committee, or association of unit owners, as trustee for each of the unit owners in the percentages established in the declaration. Premiums on insurance shall be common expenses. Provision for insurance shall be without prejudice to the right of each unit owner to insure his or her own unit for his or her benefit.

(b) In the event a unit owner sustains damage to their unit as a result of an event that is covered under the insurance coverage purchased in accordance with subsection (a), then, upon written request to the condominium association, the unit owner shall be entitled to a written copy from the condominium association of the insurance company damage appraisal, or any damage appraisal in regard to damage to the owner's unit, within fourteen (14) calendar days of the date of the unit owner's request, or within fourteen (14) days of the association's receipt of the damage appraisal, whichever is later. If coverage for the damage to a unit is denied for any reason, or is deemed to be valued below the policy deductible, then the unit owner shall also be entitled to receive, from the association, a copy of the letter detailing the determination.

**§ 34-36-30. Reconstruction on insured loss.**

In case of fire or any other disaster, the insurance proceeds, if sufficient to reconstruct



the building, shall be applied to such reconstruction. Reconstruction of the building, as used in this section and § 34-36-31 means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

**§ 34-36-31. Repairs on insured loss.**

Unless otherwise provided in the declaration or bylaws, if the insurance proceeds are insufficient to reconstruct the building, damage to, or destruction of, the building shall be promptly repaired and restored by the manager or management committee, using proceeds of insurance, if any, on the building for that purpose, and the unit owners shall be liable for assessment for any deficiency. However, if three-fourths ( $\frac{3}{4}$ ) or more of the building is destroyed or substantially damaged and if the unit owners, by a vote of at least three-fourths ( $\frac{3}{4}$ ) of the unit owners, do not voluntarily, within one hundred (100) days after such destruction or damage, make provision for reconstruction, the manager or management committee shall record, with the county recorder, a notice setting forth those facts, and upon the recording of the notice:

- (1) The property shall be deemed to be owned in common by the unit owners;
- (2) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements;
- (3) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property; and
- (4) 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 a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each unit owner.

**§ 34-36-32. Sale or disposition of entirety.**

Unless otherwise provided in the declaration or bylaws, and notwithstanding the provisions of §§ 34-36-30 and 34-36-31, the unit owners may, by an affirmative vote of at least three-fourths ( $\frac{3}{4}$ ) of the unit owners, at a meeting of unit owners duly called for that purpose, elect to sell or otherwise dispose of the property. The action shall be





binding upon all unit owners and it shall become the duty of every unit owner to execute and deliver the instruments and to perform all acts as in manner and form may be necessary to effect the sale.

**§ 34-36-33. Actions relating to common areas.**

Without limiting the rights of any unit owner, actions may be brought by the manager or management committee, in either case in the discretion of the management committee, on behalf of two (2) or more of the unit owners, as their respective interest may appear, with respect to any cause of action relating to the common areas and facilities or more than one unit. Service of process on two (2) or more unit owners in any action relating to the common areas and facilities or more than one unit may be made on the person designated in the declaration to receive service of process.

**§ 34-36-34. Liability of unit owners, tenants, employees.**

(a) All unit owners, tenants of the owners, employees of owners and tenants, or any other person who may in any manner use the property or any part thereof submitted to the provisions of this chapter shall be subject to this chapter and to the declaration and bylaws adopted pursuant to the provisions of this chapter.

(b) All agreements, decisions, and determinations lawfully made by the manager, management committees, or by the association of unit owners in accordance with this chapter, the declaration or bylaws, shall be deemed to be binding on all unit owners.

**§ 34-36-34.1. Rescission of purchase agreement or action for damages — Limitations of action.**

(a) Any person who, in reasonable reliance upon any material, false or misleading statements or information published by or under authority from the owner or developer, in advertising and promotional materials, including but not limited to brochures and newspaper advertising, pays anything of value toward the purchase of or acquiring an interest in a condominium located in this state shall have a cause of action to rescind the contract or collect damages from the owner or developer for his or her loss or damages prior to closing of the transaction by which he or she purchases or acquires the interest. After the closing of the transaction, the purchaser shall have a cause of action against the owner or developer for damages under this section from the time of closing until one year after the date upon which the last of the events described in subdivisions (1) through (4) shall occur:

(1) The date of closing of the transaction; or



(2) The first issuance by the applicable governmental authority of a certificate of occupancy or other evidence of sufficient completion of construction of the building containing the apartment to allow lawful occupancy of the apartment; or

(3) The completion by the owner or developer of the common elements and recreational facilities (whether or not the recreational facilities are common elements) which the owner or developer is obligated to complete or provide under the terms of the written contract or written agreement for purchase and sale of the apartment; or

(4) In the event there shall not be a written contract of agreement for purchase and sale of the apartment, then the completion by the owner or developer of the common elements and such recreational facilities (whether or not the recreational facilities are common elements) which the owner or developer would be obligated to complete under any rule of law applicable to the owner's or developer's obligations, provided however that nothing contained herein shall be deemed to create a cause of action otherwise barred by the statute of frauds.

(b) Under no circumstances shall a cause of action created or recognized under this section survive for a period of more than five (5) years after the closing of the transaction.

**§ 34-36-34.2. Punitive damages — Attorney's fees.**

The court may, in its discretion, award punitive damages and may award reasonable attorney's fees and costs.

**§ 34-36-35. Chapter supplemental.**

The provisions of this chapter shall be in addition and supplemental to all other provisions of law, statutory or judicially declared, provided that wherever the application of the provisions of this chapter conflicts with the application of the other provisions, this chapter shall prevail.

**§ 34-36-36. Severability.**

If any provision of this chapter, or its application to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of the chapter which can be given effect without the invalid provisions or application and to this end the provisions of this chapter are declared to be severable.

**§ 34-36-37. Rights of tenants upon conversion to condominium ownership.**



Whenever there is a conversion of residential real estate from rental status to condominium ownership the following provisions shall apply to the owner, developer, and tenants of the property:

- (1) All tenants shall be given at least one hundred twenty (120) days notice of the conversion. Rents shall not be increased during the notice period.
- (2) Tenants shall have the right to cancel their lease and receive no penalties for the cancellation as long as all obligations of the lease have been met.
- (3) The owner or developer shall honor all leases.
- (4) All tenants shall be extended the first opportunity to purchase their units.
- (5) An owner or developer shall not offer units for sale to the general public at terms more favorable than offered to the tenants, for a period of one hundred twenty (120) days subsequent to the tenant's failure to exercise his or her right to purchase.
- (6) Tenants shall have sixty (60) days to inform the owner or developer of their intentions, and during this period the owner or developer shall not sell the units to the general public.
- (7) Any tenant who has attained the age of sixty-two (62) shall be given one-year notice. Rents shall not be increased during the notice period.
- (8) The owner or developer shall pay reasonable moving expenses and costs, to any tenant who has attained the age of sixty-two (62), within a fifty (50) mile radius.

**§ 34-36-38. Applicability of local ordinance, regulation, and building codes.**

A zoning, subdivision, building code, or other real estate use ordinance, regulation, or any other municipal ordinance, rule or regulation may not prohibit the condominium form of ownership or impose any requirement upon a condominium which would not be imposed upon a physically identical development under a different form of ownership or otherwise regulate the creation, governance or existence of the condominium form of ownership, provided, however, that no provision of this section shall invalidate or modify any provision of any zoning, subdivision, building code, or other real estate use law, ordinance, or regulation.

**§ 34-36-39. Chapter continuity.**

This chapter shall not apply to new declarations of condominiums filed after July 1,



1982; nor shall this chapter apply to condominiums declared before July 1, 1982 where construction has not been commenced, but said condominiums shall be governed by chapter 36.1 of this title. Provided however certain activities of condominiums created under this chapter may be subject to chapter 36.1 of this title as defined in § 34-36.1-1.02. Public offering statements and sales contracts shall clearly disclose that such offering or sale is not covered by the Rhode Island Condominium Act, chapter 36.1 of this title; pursuant thereto any public offering statement and any sales contract shall contain the following language in bold-faced type: "This condominium is not covered by the Rhode Island Condominium Act of 1982."