

TITLE THREE - Licensing and Fees
Chapter 1327. Conversion to Condominiums

CHAPTER 1327
Conversion to Condominiums

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CROSS REFERENCE

State Law Provisions - see Ohio Revised Code Chapter 5311

1327.01 TITLE AND PURPOSE

(a) Title. This Chapter shall be known and may be cited as the "Rocky River Residential Condominium Ordinance".

(b) Purpose. It is the purpose of this Chapter and the policy of the City to establish standards for all future conversion condominium developments within the City in order to protect the tenants of rental units designated for condominium conversion and the purchasers of conversion condominium units and also to encourage the maintenance and improvement of the housing in the City.

1327.02 CONSTRUCTION; SEVERABILITY; APPLICABILITY

(a) Construction. This Chapter shall be liberally construed and applied to promote its purposes and policies.

(b) Severability. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and neither the remainder of this Chapter nor the application of such provision to other persons or circumstances shall be affected thereby.

(c) Applicability.

- (1) This Chapter shall apply to all multi-family dwellings located within the City;
 - A. Which are developed as conversion condominium developments;
 - B. In which the developer has not, on the effective date of this Chapter, commenced a public common promotional plan for the sale of condominium units therein.
- (2) The provisions of this Chapter shall not apply to resales of condominium units by the developer.
- (3) The provisions of this Chapter with the exception of Section 1327.06(k) shall not apply to nor be enforceable against any party to a sale of a unit other than the developer nor shall any violation or noncompliance by the developer of any of the provisions of this Chapter operate to impose, either directly or indirectly, any civil or criminal liability upon any such other party, including title insurance companies, mortgages, escrow agents, attorneys and real estate brokers other than those directly employed by the developer.

1327.03 DEFINITIONS

For the purpose of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

- (a) "Capital Improvement" means any improvement with useful life greater than one year and subject to the depreciation rules of the United States Internal Revenue Code.
- (b) "Common areas and facilities" includes, except as otherwise provided in the declaration, the following parts of the condominium property:
 - (1) the land described in the declaration;
 - (2) all other areas, facilities, places and structures that are not a part or a unit, including but not limited to:
 - A. the foundations, columns, girders, beams, supports, supporting stairways, fire escapes, entrances and exits of buildings;

- B. the basements, yards, gardens, parking areas, garages and storage spaces;
- C. the premises for the lodging of janitors or persons in charge of the property;
- D. installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;
- E. the elevators, tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;
- F. such community and commercial facilities as may be provided for in the declaration; and
- G. all other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or that have been designed as common areas, and facilities in the declaration or drawings.

(c) "Condominium" means real property, portions of which are designated for separate unit ownership by the unit owners and the remainder of which is designated for common ownership by the unit owners.

(d) "Condominium Development" means a condominium property in which two or more individual dwelling units, together with undivided interests in the common areas and facilities of the property, are offered for sale pursuant to a common promotional plan.

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

(f) "Condominium unit" or "unit" means a portion of the condominium development designated for separate ownership.

(g) "Conversion condominium development" means a condominium development in which the condominium units were previously rental units.

(h) "Declarant" means any person who plans to execute or has executed the declaration or on whose behalf the declaration is executed.

(i) "Declaration" means an instrument by which property is submitted to the Ohio Condominium Act, Chapter 5311, Ohio Revised Code.

(j) "Developer" means any person who, directly or indirectly, sells or offers for sale condominium ownership interest in a condominium development, including the declarant of a condominium development and any successor to the declarant who stands in the same relation to the condominium development as the declarant, and including any agent thereof.

(k) "Public Offering Statement" means a document provided by the developer under Section 1327.05, which discloses the characteristics of the condominium development.

(l) "Purchaser" means both an actual and a prospective purchaser of a condominium ownership interest.

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

1327.04 INSPECTIONS OF THE CONDOMINIUM DEVELOPMENT BY THE CITY

(a) Filing of Public Offering Statement. No Developer shall sell or offer to sell a condominium ownership interest in a conversion condominium development in the City unless he first files the following items with the Director of Community Development of the City:

- (1) Twenty (20) copies of the public offering statement provided by the developer under Section 1327.05;
- (2) Any bond required by subsection (b) hereof;
- (3) A fee of twenty dollars (\$20.00) per condominium unit. Such fees shall be in substitution for all other fees incidental to the conversion condominium development under the Building Code.

(b) Compliance with 2002 Ohio Building Code and International Residential Code. No developer shall sell or offer to sell a condominium ownership interest in a conversion condominium development in the City unless the Director of Community Development has issued a Certificate of Occupancy attesting that all common areas therein are in compliance with the 2002 Ohio Building Code and International Residential Code, unless the public offering statement describes the specific common areas which the Director of Community Development determines are not in compliance with the 2002 Ohio Building Code and International Residential Code, and also the following:

- (1) A statement by the developer specifying the estimated cost and estimated time of completion of all work necessary to correct each Code violation, such time of completion not to exceed six months from date of filing, subject to strikes, adverse weather conditions, acts of God and/or similar events beyond the control of the developer; and
- (2) A bond filed with the City in the sum of one hundred percent (100%) of the estimated cost of the work required for Code compliance, such estimated cost of the work required for Code compliance, such estimated cost to be verified by copies of contracts for the completion of the work required for Code compliance.

(c) Compliance with Rocky River Property Maintenance Code. At the time of closing of a sale of a condominium unit, the developer shall deliver to the purchaser thereof a Certificate of Occupancy issued by the Director of Community Development attesting that the particular unit is in compliance with the Property Maintenance Code, Chapter 1370.

(d) Compliance with Warranties.

- (1) To assure compliance with the warranty obligations specified under Section 1327.05(a)(4) the developer shall place in a separate warranty escrow account a sum equal to one percent (1%) of the gross sales price of each unit as sold, such escrow account to be established at a financial institution in the City whose accounts are insured by a government agency. Such warranty escrow account must be maintained for the period of the warranty.
- (2) Following notification by a unit owner or the unit owners' association, the developer shall make any required repairs or replacements of the warranted areas and facilities in a timely manner or as promptly as conditions necessitate in case of emergency. If the developer fails to comply with the warranty provisions, the unit owner or the unit owners' association may notify the developer in writing of intention to correct the condition at the developer's expense. If the developer fails to comply within fourteen (14) days after being notified by the unit owner or the units owners' association or as promptly as conditions require in case of emergency, the unit owner or unit owners' association may, after receiving two or more written estimates of the cost, have the work done by the tradesman submitting the lowest, responsible estimate, and have the cost of the work deducted from the warranty escrow account. If litigation is necessary in order to 1327.05 enforce any warranty hereunder and/or to attach funds from such escrow account, a prevailing plaintiff may, in addition to damage, be awarded reasonable attorney fees by the court.

1327.05 DISCLOSURES OF THE PUBLIC OFFERING

(a) Disclosures. The public offering statement shall disclose fully and accurately the characteristics of the conversion condominium development and the units therein and all unusual and material circumstances and features affecting the condominium development. The public offering statement shall not intentionally omit any material fact or contain any untrue statements of a material fact and shall contain all of the following:

- (1) A statement indicating the names and addresses of:
 - A. The developer and legal and beneficial owner, if different of the interest in the stock of a corporation.
 - B. The mortgagees, the principal sales and management agents, attorneys, accountants, architects, engineers and contractors.
- (2) A description of all condominium property and improvements, including the following:
 - A. A general narrative description stating the total number of units, a description of the types of units, the price of each type of unit, and all appliances and personal property included with each unit.
 - B. A description of all common areas and facilities and the share of ownership of each unit in the common areas and facilities. Limited common areas and facilities, if any, and their ownership, shall also be indicated.
 - C. A site plan showing location and dimensions of the conversion condominium development and the land it occupies together with all capital improvements, a typical floor plan and typical individual units plans, including dimensions.
 - D. A description of each of the capital improvements contemplated improvements shall be completed.

- E. A description of the nature and ownership of all improvements and sublots occupying the same zoning lot, but which are not part of the conversion condominium development and the locations, nature and ownership of easements, streets, roads, driveways and parking facilities which are associated with the condominium development.
- F. A statement as to the maximum number of units the developer intends to retain ownership of and/or to transfer to persons who do not intend to reside therein.
- G. A statement disclosing whether any units or common areas or facilities in the conversion condominium development may be used for commercial purposes, the nature and extent of such uses, and the effect of such uses, if any, on the condominium unit owners.
- H. A description of the nature of any restraints on the free alienability and/or use of all or any part of the conversion condominium development, excluding residential zoning use. If there are any restrictions upon the free sale, transfer, conveyance, encumbrance or leasing of a unit, the following statement shall be inserted in a type size and style equal to at least twenty point bold type:
- "THE SALE, LEASE OR TRANSFER OF UNITS (NUMBERS)
- Immediately following this statement, there shall appear a reference to the documents, articles, paragraphs and pages where the restriction, limitation or control on the sale, lease or transfer of units is set forth or described in detail.
- I. A description of all restrictions, notices, lis pendens and encumbrances of record, and a statement of any pending or threatened litigation concerning the conversion condominium development.
- J. A report by the developer stating the age, the condition and the developer's opinion of the remaining useful life of structural elements and mechanical and supporting systems, together with the developer's estimate of repair and replacement costs projected five (5) years from the date of the filing of the declaration.

(3) Estimated financial statements, including the following:

A. A two year estimated operating budget, revised and updated at least every six months, of annual expenditures necessary to operate and maintain the common areas and facilities of the conversion condominium development, specifically stating the assumptions and bases which each item included in such operating budget was formulated. The developer may be held financially responsible for any intentional misrepresentations in the estimated operating

1. Operating costs:

Utilities

Heating fuels

Janitorial services

Trash and garbage disposal

Ground and building maintenance

Security

Maintenance and operation of recreational and
other facilities

Building insurance

Elevator maintenance

Sidewalks and street maintenance

Other operating costs

2. Management Costs:

Accounting and bookkeeping services

Legal services

Management fees

Other management costs

3. Reserve costs:

Reserve for unexpected repair work

Reserve for replacement and upkeep of common
areas and facilities

Other reserve funds

If no reserve is provided for any one or more of the applicable reserve costs listed herein, the following statement shall be inserted in type size and style equal to at least twenty point bold type:

"THE DEVELOPER HAS NOT PROVIDED A RESERVE FOR CERTAIN POSSIBLE FUTURE COSTS OF THE CONDOMINIUM IN HIS BUDGET. ACCORDINGLY, IT MAY BE NECESSARY TO PROVIDE FOR A SPECIAL

ASSESSMENT TO ALL CONDOMINIUM UNIT OWNERS TO
PAY FOR SUCH COSTS SHOULD THEY OCCUR"

- B. A two year statement of the estimated common area and facility operating budget for each individual unit, and a statement of all additional estimated monthly expenses for the same period for each unit to be itemized as to utilities, parking, recreational facilities and any other anticipated expenses for each unit.
 - C. A statement as to what financial arrangements, if any, the developer has made to cover the estimated common areas operating budget in the event an insufficient number of units are sold.
 - D. A statement of the current realty taxes for each individual unit and estimated changes in the tax assessment for each individual unit assuming the taxes as reappraised are based upon the sales price of the real estate.
 - E. A statement that any deposit made in connection with the purchase or reservation of any unit shall be placed in an escrow account or held in trust until delivered to the developer at closing; delivered to the developer because of purchaser's default under a contract to purchase the unit; or refunded to the purchaser. A deposit of two thousand dollars (\$2,000) or more, if held for more than ninety (90) days, shall bear interest at the rate of four percent (4%) per annum for any period exceeding ninety (90) days, and the statement shall so specify.
- (4) A description of warranties, including the following:
- A. A two year warranty by the developer covering the full cost of any for any repair or replacement of structural, mechanical, and other elements pertaining to each unit, excluding costs necessitated by acts of God.
 - B. The warranties specified herein shall commence on the date of the filing of the deed of the first condominium ownership interest transfer in the conversion condominium development to a purchaser in good faith for value.

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- C. In the case of appliances furnished as part of the unit by the developer, the valid assignment by the developer of the express and/or implied warranty of the manufacturer shall satisfy the developer's warranty obligation.
 - D. All warranties owned by the developer that exceed time periods specified herein with respect to any part of the units or common areas and facilities shall be assigned to the purchaser.
- (5) Copies of the sales documents and literature, including but not limited to:
- A. The sales brochures and purchase contracts to be used by the developer.
 - B. The declaration and by-laws of the condominium association.
- (6) Descriptions of the following documents:
- A. Any leases of real or personal property in the conversion condominium development other than residential leases expiring later than two years after the filing of the public offering statement with the City.
 - B. Any employment contract, insurance policy or other contract affecting the use, maintenance or access to all or part of the conversion condominium development expiring later than two years after the filing of the public offering statement with the City.
 - C. The coverage and amounts of any insurance policies applicable to the conversion condominium development.
 - D. Any management agreement, including name of management agent, services to be performed, term, charges, circumstances, if any, under which the charges may be increased, conditions, if any, under which the agreement may be cancelled or terminated, and a statement stating the relationship between the developer and the management firm, if any. The term of such management agreement shall be governed by Ohio R.C. 5311.25(D).
- (7) A statement as to recreational facilities, including a statement of whether, and under what circumstances, the unit owners are required to be members of, support or participate financially other than as part of their common expenses in recreational facilities, such as, but

not limited to health clubs, exercise rooms, tennis courts, swimming pools, party rooms and golf putting greens. If any recreational facility is not part of the common areas, charges for its use shall not exceed charges customarily made for similar facilities in the City or in surrounding communities, and the statement shall so specify. Additionally, if any recreational facilities are not part of the common areas, the following warning shall be inserted in a type size and style equal to at least twenty point bold type:

"THE (HERE NAME FACILITIES) ARE NOT INCLUDED IN THE COMMON FACILITIES. THESE FACILITIES ARE AVAILABLE TO UNIT OWNERS FOR (HERE DESCRIBED MONTHLY CHARGE AND INVITATION FEE). UNIT OWNERS ARE/ARE NOT (AS APPLICABLE) REQUIRED TO PARTICIPATE FINANCIALLY".

- (8) A statement as to parking facilities, including a description of the location, ownership and availability to unit owners of parking associated with the condominium. All such parking shall be divided into individual parking spaces. There shall be at least one enclosed parking space designated as part of each condominium unit. Any parking spaces not so designated shall be held by the condominium association, in common, for the use of visitors to the condominium and the statement shall so specify. Further, the following statement shall be inserted in a type size and equal to at least twenty point bold type:

"PARKING FACILITIES ASSOCIATED WITH THE BUILDING ARE OWNED INDIVIDUALLY OR IN COMMON BY THE UNIT OWNERS".

- (9) A statement conspicuously displayed on the first page of each copy of the public offering statement in a type size and style equal to at least twenty point bold type:

"WARNING: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER AND ARE NOT BINDING ON THE DEVELOPER. REFER TO THIS PUBLIC OFFERING STATEMENT FOR CORRECT REPRESENTATIONS".

- (10) The signature of the executive officer of the developer to a statement affirming under oath that the public offering statement is, and any supplements, modifications and amendments are true, full, complete and correct as he truly believes.

(b) Amendments to Public Offering Statement. The developer shall amend the public offering statement from time to time when any material changes occur in any matter contained therein. Amendments shall be made as soon as practicable after such material change occurs or the developer has reason to know of such material change, and a public offering statement is not current unless all amendments are incorporated therein.

(c) Promotional Use of Public Offering Statement. The public offering statement shall not be distributed or used for any promotional purposes before its filing with the City and afterwards, with the exception of sales brochures contained therein, shall be used only in its entirety for promotional purposes.

1327.06 PROTECTION OF TENANTS AND PURCHASERS.

(a) Notification to Prospective Tenants. Throughout so much of the one hundred eighty (180) day period immediately before the filing of a declaration with the Cuyahoga County Recorder during which a developer of a conversion condominium development is the owner thereof, he shall give written notification to each prospective tenant before entering into a lease that such rental units may be converted to condominiums within such period.

(b) Notice of Conversion and Public Offering Statement. A developer of a conversion condominium development shall deliver to each of the tenants in possession written notice of conversion and the public offering statement not less than one hundred twenty (120) days before requiring the tenant to vacate, provided that in the case of any tenant who is over sixty years of age, or who is deaf or blind or who is unable to walk without assistance, the developer shall deliver such notice of conversion and the public offering statement not less than one hundred eighty (180) days before requiring such tenant to vacate.

(c) Appropriate Notices. A developer of a conversion condominium development shall deliver appropriate notices of conversion based upon his best knowledge and information as to the age and/or health of each tenant. No tenant who receives other than as one hundred eighty (180) day notice of conversion shall be deemed to be entitled to a one hundred eighty (180) day notice unless within fifteen (15) days of receipt of such inappropriate notice the tenant delivers a written statement to the developer declaring that the tenant is over sixty years of age or is deaf or blind or is unable to walk without assistance, and in such case the statement shall be presumed to be true in the absence of evidence to the contrary.

(d) Expiration of Tenancy Before End of Notice Period. Any tenant whose tenancy expires other than for cause before the expiration of one hundred twenty (120) days from the date of delivery of such notice of conversion shall have the right to an additional tenancy on the same terms and conditions and for the same rental until the expiration of such one hundred twenty (120) day period, by giving of written notice thereof by the tenant to the developer within thirty days of the date of delivery of such notice of conversion, provided that in the case of any tenant who is over sixty years of age, or who is deaf or blind or who is unable to walk without assistance, such tenant shall have the right to an additional tenancy on the same terms and conditions and for the same rental until the expiration of such one hundred eighty (180) day period, by the giving of written notice thereof by the tenant to the developer within sixty days of the date of delivery of such notice of conversion.

(e) Expiration of Tenancy After Ninety Days From Notice.

(1) Any tenant whose tenancy expires after ninety (90) days from the date of delivery of such notice of conversion shall have the right to terminate the lease upon forty-five (45) days written notice, without penalty or other termination charge to the tenant. By delivering the notice of termination, the tenant waives the right of first refusal under subsection (h) hereof.

(2) Subsection (e)(1) hereof shall not apply to tenants who have received notification under subsection (a) hereof before entering into a lease.

(f) Contents of Notice of Conversion.

(1) The notice of conversion shall include a copy of the Residential Condominium Ordinance as an attachment.

(2) The notice of conversion shall contain a statement indicating that such notice shall not be construed as abrogating any rights any tenant may have under a valid existing written lease.

(3) The notice of conversion shall contain a statement instructing the tenant that he may advise the Department of Community Development of any structural or mechanical defects in the building or common areas, and of any unhealthful or unsafe conditions therein which the tenant believes should be corrected.

(4) Failure of a developer to give notice of conversion as herein required shall be a defense to an action for possession.

(g) Service of Notice of Conversion and Delivery of Public Offering Statement.

- (1) Such notice of conversion and public offering statement shall be deemed to be delivered on the third day after they are deposited in the United States mail addressed to the tenant at his last known residence, which may be the address of the property subject to the lease, sent by certified or registered mail, return receipt requested, with sufficient prepaid postage, affixed to carry it to its destination. A tenant's refusal to accept delivery shall be deemed adequate service. If such mailing is returned to the developer undelivered to the tenant for any reason other than refusal of the tenant to accept delivery, the developer shall forthwith re-mail such mailing by regular United States mail, and such re-mailing shall be deemed to be delivered on the third day after it is deposited in the mail. Personal delivery is permissible if service cannot be made by United States Mail.
- (2) The public offering statement shall be filed with the City on the same day that the notice of conversion and public offering statement are deposited in the United States mail to tenants.

(h) Tenant's Right of First Refusal.

- (1) During the period of ninety days following delivery of the notice of conversion and the public offering statement, and during the period of one hundred twenty (120) days following delivery of the notice of conversion and the public offering statement in the case of any person who is over sixty years of age, or who is deaf or blind or who is unable to walk without assistance, any person who was both a tenant on the date of delivery of notice of conversion and the public offering statement and also a current tenant shall have the exclusive right of first refusal to purchase his unit.
- (2) During such period, the developer may offer to sell such unit to prospective purchasers other than the tenant at a price not less than offered to the tenant and/or on terms not more favorable than offered to the tenant, and each contract for sale of a unit shall conspicuously disclose the existence of, and shall be subject to, such right of first refusal.

(3) If during such period the tenant fails to purchase the unit, the developer shall not offer to sell that unit during the following ninety (90) days at a price or on terms more favorable to the offeree than the price or terms offered to the tenant without first making the same offer to the tenant, who shall have ten (10) days therefrom within which to accept the offer.

(i) Co-Tenant's Rights.

(1) If there is more than one tenant leasing a unit, then each such tenant shall be entitled to contract for the purchase of a proportionate share of the share of any tenant who elects not to purchase.

(2) In no case shall this provision be deemed to authorize the purchase of less than the entire interest in the unit to be conveyed.

(j) Tenant's Right To Cancel Contract.

(1) A tenant may, at his election, cancel an executed contract between himself and the developer for the purchase of a condominium ownership interest by delivering to the developer or his agent written notice of cancellation at any time before midnight local time of the third day following the date the contract is signed by the tenant, notwithstanding any other provisions of this chapter.

(2) Upon receipt of a timely cancellation the developer shall immediately refund any deposit, earnest money or other funds and the parties shall have no further rights or liabilities under the contract. Each tenant's contract for sale of a unit shall conspicuously disclose the tenant's right of cancellation.

(k) Developer's Right of Access.

(1) The tenant in a conversion condominium development shall not unreasonably withhold consent to the developer to enter the unit in order to inspect the premises, make necessary or agreed repairs, supply necessary or agreed services, or show the unit to purchaser.

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- (2) Except in case of emergency, or unless it is impracticable to do so, the developer shall give the tenant reasonable notice of his intent to enter and may enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice in the absence of evidence to the contrary.
 - (3) The developer shall not abuse the right of access or use it to harass the tenant. Entry by the developer in excess of twice in any seven (7) day period for the purpose of showing the unit to purchasers shall be presumed to be an abuse of the right of access in the absence of evidence to the contrary.

(l) Non-waiverability of Obligations and Rights. Neither the obligations nor the rights under this section may be waived in a contract of lease, a contract of sale or otherwise, and any attempted waiver is void.

(m) Delivery of Public Offering Statement to Purchasers Other than Tenants.

- (1) The developer shall deliver a copy of the public offering statement to a purchaser other than a tenant not less than fifteen (15) days before the execution of a contract for the purchase of a unit.
- (2) On the day of delivery of the public offering statement, the developer shall obtain a receipt signed by the purchaser acknowledging that he has received the public offering statement and has also received a copy of the receipt on that date. Such receipts shall be kept on file in the possession of the developer for a period of two (2) years from the date of delivery to and signature by the purchaser, and such receipts shall be subject to inspection by the City at any reasonable time.

(n) Purchaser's Right To Cancel Contract.

- (1) Unless a purchaser is given the public offering statement not less than (15) fifteen days before executing a contract for the purchase of a unit, the purchaser may cancel the contract within fifteen (15) days after first receiving the public offering statement. The notice of cancellation by the purchaser must be in writing, and cancellation is to be without penalty. All payments which were made by the purchaser before cancellation, including interest where applicable, shall be refunded by the developer within three (3) days after receiving notice of cancellation.

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- (2) If the developer fails to provide a purchaser with a public offering statement and all amendments thereto before conveying a unit, the purchaser, in addition to any rights to damages or other relief, is entitled to receive from the developer an amount equal to ten percent (10%) of the same price of the unit as liquidated damages.
- (3) The provisions of subsection (h) hereof, shall apply to tenants, in addition to the tenant's right to cancel under subsection (j) hereof.
- (4) Each purchaser's contract for the sale of a unit shall conspicuously disclose the purchaser's right of cancellation.
- (5) The purchaser's right to cancel under this section may not be waived in the contract of sale or otherwise and any attempted waiver is void.

(o) Relocation Assistance.

- (1) A relocation assistance shall be paid by the developer to qualifying tenants and subtenants who vacate their rental units either voluntarily or involuntarily after receiving the notice of conversion pursuant to subsection (b) hereof in accordance with the following schedule:

Years of Continuous Occupancy	Tenant Under 60 years of Age or Deaf, Blind or unable to walk without assistance	Tenant over 60 years of Age or Deaf, Blind or unable to walk without assistance
Under 5	No assistance	1 month rent
5 to 10	1 month rent	2 months rent
Over 10	2 months rent	3 months rent

- (2) The relocation allowance provided for in subsection (o)(1) hereof shall be determined to have been waived by the tenant and subtenant of the unit if occupancy is voluntarily continued beyond the expiration date of the lease or the applicable 120 or 180 day periods as provided in subsection (d) hereof whichever shall occur later.
- (3) The age of tenant, years of continuous occupancy and applicable monthly rental shall be determined as of the date the Public Offering Statement is filed with the City pursuant to Section 1327.04(a).

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- (4) In unfurnished sublet units the subtenant shall be entitled to the benefits of this provision, otherwise the tenant shall be entitled to the benefit of this provision provided that the developer shall not be obligated to determine tenant from subtenant and shall have filled his obligation under this subsection by delivering the relocation benefit to either the tenant or the subtenant.
 - (5) The relocation assistance payment required herein shall be paid within fourteen (14) days of complete vacation of the unit by the tenant or subtenant.
 - (6) Where a rental unit is occupied by two or more co-tenants, any one of whom is a qualified tenant, each co-tenant of the unit shall be paid a pro-rata share of the relocation assistance payable within fourteen (14) days of the date of vacation of the unit by the last remaining co-tenant. In no event, shall the developer be liable to pay more rental assistance per unit than that payable as if the unit were occupied by one qualifying tenant.
 - (7) The relocation assistance provided for herein shall be in addition to any damage, deposit or other compensation or refund to which the tenant is otherwise entitled.
 - (8) Any tenant who claims relocation assistance upon the basis that he is over sixty years of age, or deaf, blind or unable to walk without assistance shall, prior to vacation of the unit, deliver a written statement to the developer declaring such to be the fact, and in such case such statement shall be presumed to be true, in the absence of evidence to the contrary.

1327.07 PROHIBITIONS AGAINST UNLAWFUL REPRESENTATIONS.

(a) General Unlawful Representations. No developer or agent selling or offering to sell any condominium unit in any condominium development shall:

- (1) Employ any device, scheme or artifice to defraud;
- (2) Obtain money or property by means of any untrue statement of a material fact or by an omission to state a material fact necessary in order to make the statements made not misleading or by any pictorial representation which is false;

- (3) Engage in any transaction, practice or course or business which operates or would operate as a fraud or deceit upon a purchaser;
- (4) Make or cause to be made any document required by this Chapter any statement or representation that is knowingly false or misleading; or
- (5) Make or cause to be made to any purchaser any oral representation which differs from the statements made in any document required by this Chapter.

(b) Specific Unlawful Representations. No developer or agent in selling or offering to sell any condominium unit in any condominium development shall:

- (1) Request a tenant and/or purchaser to acknowledge receipt of any notice or public offering statement which he has not received, or to falsify the date of receipt;
- (2) Certify falsely to having provided notices of the public offering statement required by this chapter; or
- (3) Employ undue pressure to induce a tenant to purchase a unit which intrudes on or prevents his use of his best judgment in deciding whether to purchase, including the following:
 - A. Any direct or indirect increase or decrease in the purchase price or benefits offered to tenants during any portion of the period during which the tenants are entitled to a right of first refusal pursuant to Section 1327.06(h).
 - B. Any false statements as to the number of standby or backup sales contracts or reservations or subscriptions or like agreements.
 - C. Any false statement prior to the end of the period during which the tenant may not be evicted without cause pursuant to Section 1327.06 as to the future rent increase.
 - D. Any false statement relating to future conversions which would reduce rental units available in the City.

1327.08 EQUAL OPPORTUNITY

No person shall be denied the right to purchase or lease a condominium unit in the City because of race, color, creed, sex, religious beliefs, national origin or physical handicap.

1327.09 REMEDIES

(a) Public Remedies.

- (1) The rights, obligations and remedies set forth in this Chapter shall be cumulative and in addition to any others available at law or in equity.
- (2) The City or any tenant or purchaser or owner of a unit may seek compliance of any provision of this Chapter in a court of competent jurisdiction; provided, however, that only the City may enforce the provisions of subsection (b) hereof.
- (3) In any action brought to enforce any provisions of this Chapter except subsection (b) hereof, a prevailing plaintiff shall be entitled to recover, in addition to any other remedy available, his reasonable attorney fees.
- (4) If a developer fails to comply with any of the provisions of this Chapter, a purchaser may at his option at any time prior to the closing of the sale, rescind in writing, the contract of sale, without any liability on the part of the purchaser and shall thereupon be entitled to return of any moneys made on account of the contract, and any expenses incurred on account of the contract shall be the responsibility of the developer.

(b) City's Remedies. Whenever it is determined by the Director of Law that there has been violation of this Chapter, the Law Department is authorized at its discretion, to commence with one or more of the following procedures:

- (1) Attempt to conciliate the matter by conference or otherwise and secure a written conciliation agreement.
- (2) Seek a written assurance of discontinuance which shall be signed by the developer and the Director of Law.

- (3) Institute injunctive or other appropriate action or proceeding in any court of competent jurisdiction to obtain a restraining order, permanent or temporary injunction or any other appropriate form of relief; or
- (4) Institute criminal proceedings.

1327.99 PENALTY

- (a) Any person found guilty of violating any provisions of this Chapter upon conviction thereof shall be guilty of a misdemeanor of the second degree for the first offense and for a second or subsequent offense shall be guilty of a misdemeanor of the first degree.
- (b) Each day such violation occurs or continues shall constitute a separate offense.
- (c) Violation of any provision of this Chapter shall be cause for revocation of any license, certificate or permit issued to such violator or offending party by the City.