

The Vermont Statutes Online

Title 27: Property

Chapter 15: CONDOMINIUM OWNERSHIP ACT

§ 1301. Short title

This chapter shall be known as the "condominium ownership act." (1967, No. 228 (Adj. Sess.), { 1, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1302. Definitions

As used in this chapter, unless the context otherwise requires:

(1) "Apartment" means a part of the property intended for any type of independent use including commercial uses. An "apartment" is one or more rooms or enclosed spaces located on one or more floors in a building, and with a direct exit to a public street or highway or to a common area leading to a street or highway.

(2) "Apartment owner" means the person owning an apartment in fee simple absolute or any other estate in real property recognized by law and an undivided interest in the fee simple estate or any other estate in real property recognized by law of the common areas and facilities in the percentage specified and established in the declaration.

(3) "Apartment number" or "site number" means the number, letter, or combination thereof, designating the apartment or site in the declaration.

(4) "Association of owners" means all of the apartment or site owners acting as a group in accordance with the bylaws and declaration.

(5) "Building" means a building containing two or more apartments, or two or more buildings containing a total of two or more apartments, and comprising a part of the property.

(6) "Common areas and facilities," unless otherwise provided in the declaration or lawful amendments thereto, includes but is not limited to:

(A) Land on which the building or site is located;

(B) Foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building;

(C) Basements, yards, gardens, private roads and streets, parking areas and storage spaces;

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

(E) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, sewage disposal and incinerating;

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

(G) Such community and commercial facilities as may be provided for in the declaration; and

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

(7) "Common expenses" include:

(A) All sums lawfully assessed against the apartment or site owners by the association of owners;

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

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

(D) Expenses declared common expenses by this chapter, or by the declaration or the bylaws.

(8) "Common profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

(9) "Declaration" means the instrument by which the property is made subject to this chapter, as herein provided, and as the instrument may be amended from time to time.

(10) "Limited common areas and facilities" means those common areas and facilities designated in the declaration as reserved for use of a certain apartment or apartments or sites to the exclusion of other apartments or sites.

(11) "Majority" or "majority of apartment owners" or "majority of site owners" means the apartment or site owners with more than fifty per cent of the votes in accordance with the percentages assigned in the declaration to the apartments or sites for voting purposes.

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

(13) "Property" includes the land, the building or site and all improvements and structures thereon all owned in fee simple absolute or any other estate in real property recognized by law and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be made subject to this chapter.

(14) "Site" means the spatial location occupied or to be occupied by a mobile home, including all utilities and amenities appurtenant to the location such as piping, wiring, plants, platforms or supports, lights, walls, and other improvements but not including the land on which the site is located.

(15) "Mobile home park" has the meaning given in 10 V.S.A. { 6201. (1967, No. 228 (Adj. Sess.), { 2, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1303. Application of chapter

This chapter shall apply only to property, the sole owner or all of the owners of which make the property subject to this chapter by duly executing and recording a declaration as herein provided. (1967, No. 228 (Adj. Sess.), { 3, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1304. Status of the apartments or sites

Each apartment or site, together with its undivided interest in the common areas and facilities, shall for all purposes constitute real property. (1967, No. 228 (Adj. Sess.), { 4, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1305. Ownership of apartments or sites

Each apartment or site owner shall be entitled to the exclusive ownership and possession of his or her apartment or site. (1967, No. 228 (Adj. Sess.), { 5, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1306. Common areas and facilities

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

(b) The percentage of the undivided interest of each apartment or site 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 apartment or site 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 apartment or site to which it appertains and shall run with the interest conveyed or encumbered even though not expressly mentioned or described.

(c) Common areas and facilities shall remain undivided. No apartment or site owner or any other person may 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 sections 1316 and 1326 of this title. Any covenant to the contrary shall be null and void.

(d) Each apartment or site owner may use his or her respective 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 apartment or site owners.

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

(f) The association of owners shall have the irrevocable right, to be exercised by the manager or board of directors, to have access to each apartment or site 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 therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another apartment or apartments or sites. (1967, No. 228 (Adj. Sess.), { 6, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1307. Compliance with covenants, bylaws and administrative provisions

Each apartment or site owner shall comply strictly with the bylaws and with the administrative rules adopted under them, as either may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in the declaration or in the deed to his or her apartment or site. Failure to comply with them shall be grounds for an action to recover sums due, for damages or injunctive relief or both maintainable by the manager or boards of directors on behalf of the association of owners or, in a proper case, by an aggrieved apartment or site owner. (1967, No. 228 (Adj. Sess.), { 7, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1308. Certain work prohibited

No apartment or site owner may do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair an easement or hereditament without the unanimous consent of all the other apartment or site owners being first obtained. (1967, No. 228 (Adj. Sess.), { 8, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

TITLE 27

Property

CHAPTER 15. CONDOMINIUM OWNERSHIP ACT

Subchapter I. Condominium Ownership

§ 1309. Liens against apartments or sites; removal from lien; effect of part payment

(a) After recording the declaration as provided in this chapter, and while the property remains subject to this chapter, no lien may thereafter arise or be effective against the property. During that period liens or encumbrances shall arise or be created only against each apartment or site and the percentage of undivided interest in the common areas and facilities, appurtenant to that apartment or site, 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. Labor performed or materials furnished with the consent or at the request of an apartment or site owner or his or her agent or his or her contractor or subcontractor, shall not be a basis for filing a mechanic's lien against the apartment or site or any other property of any other apartment or site owner not expressly consenting to or requesting the work, except that the express c

onsent shall be deemed to be given to the owner of any apartment or site in the case of emergency repairs thereto. Labor performed and materials furnished for the common areas and facilities, if duly authorized by the association of owners, the manager or board of directors in accordance with this chapter, the declaration or bylaws, shall constitute a basis for filing a mechanic's lien against each of the apartments or sites and shall be subject to the provisions of subsection (b) of this section.

(b) If a lien against two or more apartments or sites becomes effective, the owners of the separate apartment or site may remove their apartment or site and the percentage of undivided interest in the common areas and facilities appurtenant to that apartment or site from the lien by payment of the fractional or proportional amounts attributable to each of the apartments or sites affected. The individual payment shall be computed by reference to the percentages appearing on the declaration. After any payment, discharge or other satisfaction the apartment or site 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. That partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his or her rights against the rest of the undischarged property. (1967, No. 228 (Adj. Sess.), { 9, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1310. Common profits and expenses

Annually, the common profits of the property may be distributed among, and the common expenses shall be charged to, the apartment or site owners according to the percentage of the undivided interest in the common areas and facilities. (1967, No. 228 (Adj. Sess.), { 10, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1311. Contents of declaration

The declaration shall contain the following particulars:

(1) Description of the land on which the building or sites and improvements are or are to be located.

(2) In the case of a building, a description of the building, stating the number of stories and basements, the number of apartments and the principal materials of which it is or is to be constructed; in the case of a mobile home park, a description of the entire property, stating the number of sites, the utilities and amenities provided to the several sites, the principal materials of which the mobile home foundations,

walks, drives, and streets are or are to be constructed, and any buildings on the property.

- (3) The apartment number of each apartment or site, and a statement of its location, approximate area, number of rooms in the case of an apartment, and immediate common area to which it has access, and any other data necessary for its proper identification.
- (4) Description of the common areas and facilities.
- (5) Description of the limited common areas and facilities, if any, stating to which apartments or sites their use is reserved.
- (6) Value of the property and of each apartment or site, and the percentage of undivided interest in the common areas and facilities appertaining to each apartment or site and its owner for all purposes, including voting.
- (7) Statement of the purposes for which each building and each of the apartments or sites are intended and restricted as to use.
- (8) The name of a person to receive service of process in the cases herein provided, together with his or her residence or place of business which shall be within the city or county where the property is located.
- (9) Provision as to the percentage of votes by the apartment or site 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.
- (10) Any further details in connection with the property which the person executing the declaration may consider desirable to set forth consistent with this chapter.
- (11) The method by which the declaration may be amended, consistent with this chapter.
- (12) Reference to recorded floor plan in the case of a building or site plan in the case of a mobile home park, and recorded lot plan. (1967, No. 228 (Adj. Sess.), { 11, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1312. Contents of deeds of apartments or sites

Deeds of apartments or sites shall include the following particulars:

- (1) Description of the land as provided in section 1311 of this title, or the post office address of the property, including in either case the book, page and date of recording of the declaration.
- (2) The apartment number of the apartment or site in the declaration and any other data necessary for its proper identification.
- (3) Statement of the use for which the apartment or site is intended and restrictions on its use.
- (4) The percentage of undivided interest appertaining to the apartment or site in the common areas and facilities.
- (5) Any further details which the grantor and grantee may consider desirable to set forth consistent with the declaration and this chapter.
- (6) Reference to recorded floor plan or site plan, and recorded lot plan. (1967, No. 228 (Adj. Sess.), { 12, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1313. Copy of the floor plans to be filed

Simultaneously with the recording of the declaration there shall be filed in the office of the recording officer a lot plan and, in the case of an apartment building, a set of the floor plans of the building showing the layout, location, apartment or site numbers and dimensions of the apartments or sites, stating the name of the building or that it has no name. In the case of a mobile home park, there shall be filed in the office of the recording officer a site plan showing the layout, location, site numbers and dimensions of the sites, and the layout, location, and materials of all utilities, including underground utilities. Each set of building or site plans shall bear the verified statement of a licensed architect, licensed professional engineer or licensed land surveyor certifying that it is an accurate copy of portions of the plans of the building or site as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permi

ts for the construction of buildings or mobile home parks. If the plans do not include a verified statement by the licensed architect, licensed professional engineer or licensed land surveyor that they fully and accurately depict the layout, location, apartment or site numbers and dimensions of the apartments or sites as built, there shall be recorded before the first conveyance of any apartment or site an amendment to the declaration to which shall be attached a verified statement of a licensed architect, licensed professional engineer or licensed land surveyor certifying that the plans previously filed, or being filed simultaneously with the amendment, fully and accurately depict the layout, location, apartment or site numbers and dimensions of the apartments or sites as built. Plans shall be kept by the recording officer in a separate file for each building or park, indexed in the same manner as conveyance entitled to record, numbered serially in the order of receipt, each designate

d "apartment ownership," or "site ownership" with the name of the building or park, if any, each containing a reference to the book, page and date of recording of the declaration. Correspondingly, the record of the declaration shall contain a reference to the file number of the floor plans of the building or the site plans of the parks affected thereby. (1967, No. 228 (Adj. Sess.), { 13, eff. Jan. 23, 1968; amended 1989, No. 139 (Adj. Sess.); 1993, No. 97, { 2.)

§ 1314. Blanket mortgages and other blanket liens affecting an apartment or site at time of first conveyance

At the time of the first conveyance of each apartment or site, every mortgage and other lien affecting the apartment or site, including the percentage of undivided interest of the apartment or site in the common areas and facilities, shall be paid and satisfied of record, or the apartment or site being conveyed and its percentage of undivided interest in the common areas and facilities shall be released therefrom by partial release duly recorded. (1967, No. 228 (Adj. Sess.), { 14, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1315. Recording

(a) The declaration, any amendment or amendments thereof, any instrument by which this chapter may be waived, and every instrument affecting the property or any apartment or site shall be entitled to be recorded. Neither the declaration nor any amendment thereof shall be valid unless duly recorded.

(b) In addition to the records and indexes required to be maintained by the recording officer, the recording officer shall maintain an index or indexes whereby the record of each declaration contains a reference to the record of each conveyance of an apartment or site affected by the declaration, and the record of each conveyance of an apartment or site contains a reference to the declaration of the building of which the apartment is a part and the record of each conveyance of a site contains a reference to the declaration of the property of which the site is a part. (1967, No. 228 (Adj. Sess.), { 15, eff. Jan. 23, 1968; amended 1993, No. 97 { 2.)

§ 1316. Termination, dissolution

(a) All of the apartment or site owners may remove a property from the provisions of this chapter by an

instrument to that effect, duly recorded, if the holders of all liens affecting any of the apartments or sites consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the apartment or site owner in the property as herein provided.

(b) Upon removal of the property from the provisions of this chapter, the property shall be considered to be owned in common by the apartment or site owners. The undivided interest in the property owned in common which shall appertain to each apartment or site owner shall be the percentage of undivided interest previously owned by the owner in the common areas and facilities. (1967, No. 228 (Adj. Sess.), { 16, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1317. Resubmission

The removal provided for in section 1316 of this title shall in no way bar the subsequent resubmission of the property to the provisions of this chapter. (1967, No. 228 (Adj. Sess.), { 17, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1318. Bylaws

The administration of every property shall be governed by bylaws, a true copy of which shall be annexed to the declaration and made a part thereof. No modification of or amendment to the bylaws shall be valid unless set forth in an amendment to the declaration and such amendment is duly recorded. (1967, No. 228 (Adj. Sess.), { 18, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1319. Contents of bylaws

(a) The bylaws may provide for the following:

(1) The election from among the apartment or site owners of a board of directors, the number of persons constituting it, and that the terms of at least one third of the directors shall expire annually; the powers and duties of the board; the compensation, if any, of the directors; the method of removal from office of directors; and whether or not the board may engage the services of a manager or managing agent.

(2) Method of calling meetings of the apartment or site owners; what percentage, if other than a majority, of apartment or site owners shall constitute a quorum.

(3) Election of a president from among the board of directors who shall preside over the meetings of the board of directors and of the association of owners.

(4) Election of a secretary who shall keep the minute book wherein resolutions shall be recorded.

(5) Election of a treasurer who shall keep the financial records and books of account, and shall report annually to owners.

(6) Maintenance, repair and replacement of the common areas and facilities and payments therefor, including the method of approving payment vouchers.

(7) Manner of collecting from the apartment or site owners their share of the common expenses.

(8) Authority over personnel necessary for the maintenance, repair and replacement of the common areas and facilities.

(9) Method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities.

(10) Such restrictions on and requirements respecting the use and maintenance of the apartments or sites

and the use of the common areas and facilities, not set forth in the declaration, as are designed to prevent unreasonable interference with the use of their respective apartments or sites and of the common areas and facilities by the several apartment or site owners.

(11) The percentage of votes required to amend the bylaws.

(12) Other provisions considered necessary for the administration of the property consistent with this chapter.

(b) In the case of a mobile home park condominium of more than three units, the bylaws shall provide that no member or site owner shall have more than 30 percent of the aggregate association vote. (1967, No. 228 (Adj. Sess.), { 19, eff. Jan. 23, 1968; amended 1993, No. 97, { 2; 1993, No. 141 (Adj. Sess.), { 19, eff. May 6, 1994.)

§ 1320. Books of receipts and expenditures; availability for examination

The manager or board of directors, as the case may be, shall keep or see to keeping of 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. Those records and the vouchers authorizing the payments shall be available for examination by the apartment or site owners at convenient hours of week days. (1967, No. 228 (Adj. Sess.), { 20, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1321. Waiver of use of common areas and facilities; abandonment of apartment or site

No apartment or site 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 apartment or site. (1967, No. 228 (Adj. Sess.), { 21, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1322. Separate taxation

Each apartment or site and its percentage of undivided interest in the common areas and facilities shall be considered 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 special ad valorem levies and special assessments, except that parcels held in identical ownership may be combined and treated as one parcel for purposes of assessment and taxation at the discretion of the listers. Neither the building, the property nor any of the common areas and facilities shall be deemed to be a parcel. (1967, No. 228 (Adj. Sess.), { 22, eff. Jan. 23, 1968; amended 1987, No. 167 (Adj. Sess.), { 1, eff. May 3, 1988; 1993, No. 97, { 2.)

§ 1323. Priority of lien

(a) All sums assessed by the association of owners but unpaid for the share of the common expenses chargeable to any apartment or site shall constitute a lien on that apartment or site prior to all other liens except only (i) tax liens on the apartment or site in favor of any assessing unit and special district, (ii) all sums unpaid on a first mortgage of record, and (iii) mechanic's liens. The lien may be foreclosed by suit by the manager or board of directors, acting on behalf of the apartment or site owners, in like manner as a mortgage on real property. In any foreclosure the apartment or site owner shall be required to pay a reasonable rental for the apartment or site, if so provided in the bylaws, and the plaintiff shall be entitled to the appointment of a receiver to collect it. The manager or board of directors, acting on behalf of the apartment or site owners, may, unless prohibited by the declaration, bid on the apartment or site at foreclosure sale, and acquire and hold,

lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

(b) Where the mortgagee of a first mortgage of record or other purchaser of an apartment or site obtains title to the apartment or site as a result of foreclosure of the first mortgage, the acquirer of title, his or her successors and assigns, shall not be liable for the share of the common expenses or assessments by the association of owners chargeable to the mortgagor which became due before the acquisition of title to the apartment or site by the acquirer. The unpaid share of common expenses or assessments shall be considered common expenses collectible from all of the apartment or site owners including the acquirer, his or her successors and assigns. (1967, No. 228 (Adj. Sess.), { 23, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1324. Joint and several liability of grantor and grantee for unpaid common expenses

In a voluntary conveyance the grantee of an apartment or site 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 right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or board of directors, as the case may be, setting forth the amount of the unpaid assessments against the grantor and the grantee shall not be liable for, nor shall the apartment or site conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth. (1967, No. 228 (Adj. Sess.), { 24, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1325. Insurance

The manager or the board of directors, if required by the declaration, bylaws or by a majority of the apartment or site owners, or at the request of a mortgagee having a first mortgage of record covering an apartment or site, shall have the authority to, and shall, obtain insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as shall be required or requested. Such insurance coverage shall be written on the property in the name of such manager or of the board of directors of the association of owners, as trustee for each of the apartment or site owners in the percentages established in the declaration. Premiums shall be common expenses. Provision for such insurance shall be without prejudice to the right of each apartment or site owner to insure his or her own apartment or site for his or her benefit. (1967, No. 228 (Adj. Sess.), { 25, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1326. Disposition of property; destruction or damage

If, within ninety days of the date of the damage or destruction to all or part of the property, it is not determined by the association of owners to repair, reconstruct or rebuild, then and in that event:

- (1) The property shall be considered to be owned in common by the apartment or site owners;
- (2) The undivided interest in the property owned in common which shall appertain to each apartment or site owner shall be the percentage of undivided interest previously owned by the owner in the common areas and facilities;
- (3) Any liens affecting any of the apartments or sites shall be considered to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment or site owner in the property as provided herein; and
- (4) The property shall be subject to an action for partition at the suit of any apartment or site owner, in which event the net proceeds of a 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 apartment or site 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 apartment or site owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each apartment or site owner. (1967, No. 288 (Adj. Sess.), { 26, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.}

§ 1327. Actions

Without limiting the rights of any apartment or site owner, actions may be brought by the manager or board of directors (in either case in the discretion of the board of directors) on behalf of two or more of the apartment or site owners, as their respective interests may appear, with respect to any cause of action relating to the common areas and facilities of more than one apartment or site. Service of process on two or more apartment or site owners in any action relating to the common areas and facilities of more than one apartment or site may be made on the person designated in the declaration to receive service of process. (1967, No. 228 (Adj. Sess.), { 27, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1328. Personal application

(a) All apartment or site owners, their tenants, employees of owners and tenants, or any other persons that may in any manner use property or any part thereof made subject to the provisions of this chapter shall be subject to this chapter and to the declaration and bylaws of the association of owners adopted under this chapter.

(b) All agreements, decisions and determinations lawfully made by the association of owners in accordance with the voting percentages established in the act, declaration or bylaws, shall be binding on all apartment or site owners. (1967, No. 228 (Adj. Sess.), { 28, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1329. Severability

If any provision of this chapter or the application thereof in any circumstance is held invalid, the validity of the remainder of the chapter and of its application shall not be affected thereby. (1967, No. 228 (Adj. Sess.), { 29, eff. Jan. 23, 1968; amended 1993, No. 97, { 2.)

§ 1331. Definitions

As used in this subchapter

(1) "Comparable housing" means housing that is decent, safe, sanitary and in compliance with all local and state housing codes, and provided with facilities equivalent to those provided by the landlord in the dwelling unit in which the tenant then resides in regard to each of the following: apartment size, rent range, major kitchen and bathroom facilities, special facilities necessary for the handicapped or infirmed, and desirability of neighborhood, school facilities or area.

(2) "Conversion" means a change in character of residential real property from a rental to an ownership basis. A common interest community, stock cooperative or similar arrangement shall be deemed such a change in character of ownership.

(3) "Declarant" means any person who offers for transfer ownership interests in a common interest community as part of an initial common promotional plan.

(4) "Elder tenant" means a tenant who is 62 years of age or older.

(5) "Handicapped tenant" means a tenant who has a physical or mental impairment which restricts one or more major life activities, including functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working.

(6) "Low income tenant household" means a household having an income not exceeding 80 percent of median income for area of residence as set forth in regulations promulgated from time-to-time by the department of housing and urban development pursuant to 42 U.S.C. { 1437 et seq. (Added 1985, No. 175 (Adj. Sess.), { 5; amended 1997, No. 104 (Adj. Sess.), { 1, eff. Jan. 1, 1999.)

§ 1332. Applicability

This subchapter shall apply to the conversion of all residential rental property in the state other than a mobile home park, except the conversion of any single-family dwelling unit which is individually owned but has been rented. Conversion of a mobile home park shall be subject to subchapter 3 of this chapter. (Added 1985, No. 175 (Adj. Sess.), { 5; amended 1993, No. 97, { 3.}

§ 1333. Conversion building; notice to tenants

(a) If the building to be converted consists of more than five dwelling units or if the building to be converted is part of an apartment complex or is one building in a group of buildings which are contiguous or which share common areas, the landlord shall give to each tenant the following minimum written notice to vacate or purchase the unit: two years to elder and handicapped tenants; one year to low-income tenant households; six months to all other tenants.

(b) If the building to be converted consists of five or fewer dwelling units, the landlord shall give to each tenant the following minimum written notice to vacate or purchase the unit: one year to elder and handicapped tenants; six months to low-income tenant households; three months to all other tenants. A landlord may not circumvent the longer notice requirements by converting a building consisting of five or fewer dwelling units if the conversion is part of a plan to convert more than five dwelling units.

(c) The notice shall state that the building is to be converted to a common interest community. It shall set forth generally the rights of tenants under this subchapter, and shall be given by certified mail, return receipt requested, at the address of the unit or any other mailing address provided by the tenant. Failure to give notice as required by this section is a defense to an action for possession.

(d) During the notice period, a tenant may not be required to vacate except for a reason specified in subsection (a) or (b) of section 4467 of Title 9.

(e) During the notice period, rent increases shall be limited to an amount which reflects reasonable profits, actual increased costs of maintenance and operation of the dwelling unit subject to conversion. Costs associated with the proposed conversion are not a permissible basis for a rent increase.

(f) After receipt of the notice prescribed in subsection (a) of this section, a tenant may terminate the rental agreement upon 30 days' written notice to the landlord.

(g) Nothing in this section permits termination of a written lease by a landlord in violation of its terms.

(h) The notice requirements imposed by this section shall not affect the right of a declarant to transfer ownership interests in dwelling units which are not subject to those requirements or as to which the notice period has expired. (Added 1985, No. 175 (Adj. Sess.), { 5; amended 1997, No. 104 (Adj. Sess.), { 2, eff. Jan. 1, 1999.)

§ 1334. Exclusive right to purchase

(a) For 90 days after giving the notice described in section 1333 of this title, the declarant shall offer to convey each unit or proposed unit occupied for residential use to the tenant who rents that unit. The tenant shall be given all documents provided to the general public or to other tenants as part of the offering for sale of the unit. If a tenant fails to contract for the unit during the offer period, the declarant may not offer an interest in that unit during the following 90 days at a price or on terms more favorable to the offeree than the price or terms offered to the tenant.

(b) If a declarant conveys a unit in violation of section 1333 to a purchaser for value who has no knowledge of the violation, recordation of the deed conveying the unit extinguishes any right a tenant may have to purchase the unit, but does not affect the right of a tenant to recover damages from the declarant.

(c) This section shall not apply to any unit in a conversion building if that unit will be restricted exclusively to nonresidential use or the boundaries of the converted unit do not substantially conform to the dimensions of the residential unit before conversion. (Added 1985, No. 175 (Adj. Sess.), { 5.})

§ 1335. Comparable housing

The declarant may offer a tenant assistance in locating comparable housing. If, as a result, the tenant obtains comparable housing, the tenant may be required upon 90 days' notice to vacate the premises. (Added 1985, No. 175 (Adj. Sess.), { 5.})

§ 1336. Relocation costs

(a) The declarant shall pay the actual documented cost of relocation, not to exceed \$1,000.00, to any tenant entitled to receive notice under section 1333 of this title who does not purchase the unit which he or she occupies or another unit in the same building or buildings.

(b) Relocation costs shall be payable within ten days after the date the tenant vacates the unit; provided, however, that no tenant is eligible for relocation costs unless:

(1) all rent due and payable has been paid by the tenant prior to the date on which the unit is vacated; and

(2) the tenant has voluntarily vacated the unit on or before the expiration of half the applicable notice period. (Added 1985, No. 175 (Adj. Sess.), { 5.})

§ 1337. Waiver prohibited

No lease or rental agreement, oral or written, shall contain any provision by which the tenant prospectively waives any of his or her rights under this subchapter. Any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. (Added 1985, No. 175 (Adj. Sess.), { 5.})

§ 1338. Circumvention of this subchapter

A declarant shall not attempt to circumvent the provisions of this subchapter; nor shall any person willfully cause a tenant to vacate a dwelling unit or to be evicted from the unit without good cause in contemplation of conversion before the issuance of the notice prescribed in section 1333 of this title. (Added 1985, No. 175 (Adj. Sess.), { 5.})

§ 1339. Violations

A violation of this subchapter is deemed to be a violation of section 2453 of Title 9, and is subject to all rights, obligations and penalties provided under chapter 63 of Title 9. (Added 1985, No. 175 (Adj. Sess.), { 5.})

§ 1351. Definitions

As used in this subchapter:

(1) "Association" means all of the site owners acting as a group in accordance with the bylaws and declaration.

(2) "Convert," "conversion" or "converted" means a change in character of a mobile home park from a rental to a common interest ownership basis. A condominium or similar arrangement shall be deemed to be such a change in character of ownership. However, "conversion" does not include the creation of a cooperative housing corporation, pursuant to chapter 14 of Title 11.

- (3) "Dealer" means a person in the business of selling sites for his or her own account.
- (4) "Declarant" means any person who offers for transfer the ownership interest in a mobile home park to a condominium or similar arrangement.
- (5) "Commissioner" means the commissioner of the department of housing and community affairs.
- (6) "Election period" means the six-month period which begins with the declarant's submission of notice of intent to convert a mobile home park under section 1353 of this subchapter.
- (7) "Leaseholder" means a person who has a leasehold interest derived from the declarant or any site purchaser in a site in a mobile home park to be converted pursuant to this subchapter.
- (8) "Mobile home park" means a mobile home park as defined under 10 V.S.A. { 6201(2).
- (9) "Nonpurchasing leaseholder" means a leaseholder who has elected not to purchase a site in a mobile home park to be converted pursuant to this subchapter.
- (10) "Purchasing leaseholder" means a leaseholder who has elected to purchase a site in a mobile home park to be converted pursuant to this subchapter.
- (11) "Site" means the spatial location occupied or to be occupied by a mobile home, including all utilities and amenities appurtenant to the location such as piping, wiring, plants, platforms or supports, lights, walls, and all other improvements but not including the land on which the site is located.
- (12) "Site purchaser" means the purchaser of a site from a declarant under this subchapter. A site purchaser may be a purchasing leaseholder or other purchaser of the site.
- (13) "Tenant" means a person who has a present possessory interest derived from the leaseholder in a site in a mobile home park to be converted pursuant to this subchapter; any person who leases a mobile home located on the site from the declarant shall be considered a tenant. (Added 1993, No. 97, { 1.)

§ 1352. Conversion of mobile home parks permitted

A mobile home park may not be converted except in accordance with this subchapter. For the purpose of this subchapter, the provisions of subdivision 1302(1) of this title shall not be construed to prevent the conversion of a mobile home park. Any sale of a mobile home park shall be governed by the provisions of 10 V.S.A. { 6242; the conversion of a mobile home park under this subchapter shall not be deemed to be a sale. (Added 1993, No. 97, { 1.)

§ 1353. Notice of intent to convert a mobile home park

- (a) A declarant shall give notice of intent to convert a mobile home park at least six months prior to giving formal notice of conversion.
- (b) The declarant shall provide notice of intent to convert a mobile home park to all leaseholders and the commissioner of the department of housing and community affairs by certified mail.
- (c) The notice shall contain:
- (1) the name and principal address of the declarant and of any other persons with an ownership interest in the mobile home park, and a statement that the proposed form of ownership is either a condominium or planned community;
 - (2) a general description of the mobile home park, including to the extent known, the types, number, and

the declarant's schedule of commencement and completion of construction of buildings, and amenities that the declarant anticipates including in the mobile home park;

(3) the number of sites in the mobile home park;

(4) the price of each condominium site;

(5) a statement describing the present condition of the park including all water, sewer and electrical systems, and history of the maintenance and repair of those systems and the status of compliance with all environmental health and safety regulations to the declarant's best knowledge;

(6) the date by which leaseholders must vote to proceed with conversion of the mobile home park. (Added 1993, No. 97, { 1.})

§ 1354. Election period

(a) The declarant shall provide leaseholders an election period of at least six months from the date that notice of intent to convert a mobile home park is given, to allow leaseholders to consider their options to either purchase their site or to vote against conversion.

(b) During the election period, the declarant, representatives of the leaseholders, members of the department of housing and community affairs and advocates of the leaseholders shall have access to the mobile home park and the leaseholders to facilitate meetings and informational sessions so that the leaseholders may evaluate their options prior to voting on the proposed conversion.

(c) Leaseholders shall vote either to pursue a conversion or not to pursue a conversion before the end of the election period. Each leaseholder shall have one vote per leasehold, except that no leaseholder shall have more than 30 percent of the aggregate park vote. The commissioner shall assist the leaseholders to hold an election using secret ballots.

(d) If leaseholders representing at least 70 percent of the leaseholds elect to pursue a conversion, the declarant may proceed toward conversion by following the requirements under sections 1355-1362 of this subchapter.

(e) If leaseholders representing less than 70 percent of the leaseholds elect to pursue a conversion, a conversion shall not take place without providing additional notice pursuant to section 1353 of this title. (Added 1993, No. 97, { 1.})

§ 1355. Notice of conversion

(a) A declarant shall give notice of an intended conversion by delivering the notice by certified mail to all leaseholders and the commissioner of the department of housing and community affairs, and by delivering the notice to all mobile homes located in sites in the mobile home park. For purposes of this subchapter, the date of mailing or the date of delivery, whichever is later, shall be considered the date of the notice of conversion. An affidavit of the person delivering the notice to the mobile home shall be adequate proof of the date of delivery.

(b) The declarant shall deliver the notice to any prospective purchasing leaseholder of a mobile home or to any prospective leaseholder. The declarant shall deliver the notice by certified mail to the town clerk of any town in which the mobile home park is located.

(c) The notice shall contain or fully and accurately disclose:

(1) the name and principal address of the declarant and of the proposed owners of the mobile home park, and a statement that the proposed form of ownership is either a condominium or planned community;

- (2) a general description of the mobile home park, including to the extent known, the types, number, and the declarant's schedule of commencement and completion of construction of buildings, and amenities that the declarant anticipates including in the mobile home park;
- (3) the number of sites in the mobile home park;
- (4) the price of each condominium site, which may not exceed by more than 10 percent the price stated in the notice of intent to convert;
- (5) copies and a brief narrative description of the significant features of the declaration (other than any surveys and plans) and any other recorded covenants, conditions, restrictions, and reservations affecting the mobile home park; the bylaws, and any rules or regulations of the association; copies of any contracts and leases to be signed by purchasing leaseholders at closing, and a brief narrative description of any contracts or leases that will or may be subject to cancellation by the association or managing entity;
- (6) a recent appraisal of the mobile home park as a rental park and as converted;
- (7) any current balance sheet and a projected budget for the association, either within or as an exhibit to the notice, for one year after the date of the first conveyance to a purchasing leaseholder, 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, inflation and factors relating to repair or upgrading of the park. The budget shall include:
 - (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 site;
- (8) any services not reflected in the budget that the declarant provides, or expenses that he or she pays, and that he or she 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 site;
- (9) any initial or special fee due from the purchasing leaseholder at closing, together with a description of the purpose and method of calculating the fee;
- (10) a description of any liens, defects, or encumbrances on or affecting the title to the mobile home park;
- (11) a description of any financing offered or arranged by the declarant;
- (12) a statement of what actions the declarant agrees to perform if the declarant withdraws an offer to sell a site during the conversion period before a leaseholder purchases a site;
- (13) the terms and significant limitations of any warranties provided by the declarant, including statutory warranties and limitations on the enforcement thereof or on damages;
- (14) a statement of any unsatisfied judgments or pending suits against the association, and the status of any pending suits material to the mobile home park of which a declarant has actual knowledge;
- (15) any restraints on alienation of any portion of the mobile home park and any restrictions:

- (A) on use, occupancy, and alienation of the sites; and
- (B) on the amount for which a site may be sold or on the amount that may be received by a site owner on sale, condemnation, or casualty loss to the site or to the mobile home park;
- (16) a description of any insurance coverage provided for the benefit of site owners;
- (17) any current or expected fees or charges to be paid by site owners for the use of the common elements and other facilities related to the common interest community;
- (18) the extent to which financial arrangements have been provided for completion of all improvements which the declarant is obligated to build;
- (19) a brief narrative description of any zoning and other land use requirements affecting the mobile home park, including, to the declarant's knowledge, a statement of the extent to which the mobile home park is in compliance with those requirements;
- (20) a statement by the declarant, based on a report by an independent architect or engineer, describing the present condition of all water, sewer, drainage and other structural components and mechanical and electrical installations material to the use and enjoyment of the mobile home park, including a description of the history of maintenance and repair of those components;
- (21) the expected useful life of each item;
- (22) a list of any outstanding notices of uncured violation of the building code and of any applicable municipal, state or federal regulations and the cost of curing those violations;
- (23) a description of any problems which may materially affect the habitability or use of the mobile home park, and the estimated cost of curing those problems, to the declarant's knowledge;
- (24) all unusual and material circumstances, features, and characteristics of the mobile home park and the sites. The declarant shall promptly amend the notice to report any material change in the information required by this section. (Added 1993, No. 97, { 1.})

§ 1356. Leaseholder conversion period

- (a) Each leaseholder shall have a conversion period of six months from the date of notice of conversion to elect to become either a purchasing or a nonpurchasing leaseholder.
- (b) During the conversion period, the declarant shall offer to convey each site to the leaseholder at the price, terms and conditions stated in the notice of conversion. Unless the leaseholder provides written notice that the leaseholder will not purchase the site, the declarant may not offer the site for sale to any other person within the conversion period.
- (c) A leaseholder may elect to become a purchasing leaseholder by negotiating a purchase and sale agreement with the declarant within the conversion period. Such agreement shall be on terms at least as favorable to the leaseholder as those stated in the notice of conversion. A leaseholder may assign the purchase and sale agreement to any site purchaser.
- (d) Failure to elect under this section within the conversion period shall be deemed to be an election to become a nonpurchasing leaseholder. (Added 1993, No. 97, { 1.})

TITLE 27

Property

CHAPTER 15. CONDOMINIUM OWNERSHIP ACT

Subchapter III. Protection of Tenants in Conversion of Mobile Home Parks

§ 1357. Protection of purchasing leaseholders

(a) Express warranties of quality:

(1) Express warranties made by a declarant to a purchasing leaseholder of a site, if relied upon by the purchasing leaseholder, are created as follows:

(A) Any affirmation of fact or promise which relates to the site, its use or rights appurtenant to it, area improvements to the mobile home park that would directly benefit the site, or the right to use or have the benefit of facilities not located in the mobile home park, warranties conformity of the site and related rights and uses.

(B) Any model or description of the physical characteristics of the mobile home park, including plans and specifications for improvement, warranties conformance of the mobile home park to the model or description.

(C) Any description of the quantity or extent of the real estate comprising the mobile home park, including plats or surveys, warranties conformity of the mobile home park to the description, subject to customary tolerances.

(D) Any provisions that a purchasing leaseholder may put a site only to specified use warranty the legality of the specific use.

(2) Neither the use of "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 estate or its value does not create a warranty.

(3) A conveyance of a site transfers to the purchasing leaseholder all express warranties of quality made by previous declarants.

(b) Implied warranties of quality:

(1) A declarant and any dealer warrant that a site will be in at least as good condition at the time of the conveyance or delivery of possession, whichever is earlier, as it was at the time of contracting, reasonable wear and tear excepted.

(2) A declarant and any dealer impliedly warrant that a site and the common elements in the mobile home park are suitable for the ordinary uses of real estate of its type and that any improvements made or contracted for by him or her, or made by any person before the creation of the mobile home park, will be:

(A) free from defective materials; and

(B) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workerlike manner.

(3) In addition, a declarant and any dealer warrant to a purchasing leaseholder of a site 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 time of conveyance or delivery of possession, whichever is earlier.

(4) Warranties imposed by this subsection may be excluded or modified as specified in subsection (c) of this section.

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

(6) A conveyance of a site transfers to the purchasing leaseholder all the declarant's implied warranties of quality.

(c) Exclusion or modification of implied warranties of quality:

(1) Except as limited by subdivision (2) of this subsection, with respect to a purchasing leaseholder of a site that may be used for residential use, implied warranties of quality:

(A) may be excluded or modified by agreement of the parties; and

(B) are excluded by express disclaimer, such as "as is," "with all faults," or other language that implies the exclusion of warranties.

(2) With respect to a purchasing leaseholder of a site that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a declarant and any dealer may disclaim liability in an instrument signed by the purchasing leaseholder for a specified defect or specified failure to comply with applicable law, if the defect or failure was part of the basis of the bargain.

(d) Statute of limitations for warranties:

(1) A judicial proceeding for breach of any obligation arising under subsection (a) or (b) of this section shall be commenced within six years after the cause of action accrues. In the case of a site that may be occupied for residential use, an agreement to reduce the six-year period shall be evidenced by separate instrument executed by the purchasing leaseholder.

(2) Subject to subdivision (3) of this subsection, a cause of action for breach of warranty of quality, regardless of the purchasing leaseholder's lack of knowledge of the breach, accrues:

(A) as to a site, at the time the purchasing leaseholder 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

(B) as to each common element, at the time the common element is completed or, if later, as to

(i) a common element that may be added to the mobile home park or portion of it, at the time the first site is conveyed to a bona fide purchasing leaseholder; or

(ii) a common element within any other portion of the common interest community, at the time the first site is conveyed to a bona fide purchasing leaseholder.

(3) If a warranty of quality explicitly extends to future performance or duration of any improvement or component of the mobile home park, 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. (Added 1993, No. 97, § 1.)

§ 1358. Protection of nonpurchasing leaseholders

(a) A nonpurchasing leaseholder shall have the right to continue the leasehold interest in the site on which the leaseholder's mobile home is located.

(b) A declarant or site purchaser may not accept an offer for a site without providing the leaseholder the opportunity to purchase the site at the price, terms and conditions stated in the offer. If the leaseholder

accepts the offer, the declarant or site purchaser must sell the unit to the leaseholder; the leaseholder must enter into a purchase and sales agreement with the declarant at the same terms stated in the notice of offer within 30 working days of the declarant's notice to the leaseholder of the offer. The declarant's notice of offer must be delivered by certified mail.

(c) If a nonpurchasing leaseholder elects to move from the mobile home park and gives notice to the declarant during the conversion period, the declarant shall pay the nonpurchasing leaseholder's relocation costs as follows:

(1) The leaseholder shall make a good faith effort to move the mobile home, and shall have the obligation to restore the site to the condition it was in prior to occupation by the leaseholder, reasonable wear and tear excepted.

(2) Subject to the obligations stated in subdivision (1) of this subsection, the declarant shall pay to a nonpurchasing leaseholder who removes a mobile home from the site the actual documented reasonable costs of relocating the household in possession and the mobile home, not to exceed \$2,200.00.

(3) Subject to the obligations stated in subdivision (1) of this subsection, in the event the nonpurchasing leaseholder vacates the site but does not move the mobile home from the site, the declarant shall pay to the nonpurchasing leaseholder the actual documented reasonable costs of relocating the household in possession, not to exceed \$1,000.00, provided that:

(A) the nonpurchasing leaseholder transfers title to the mobile home to the declarant;

(B) the nonpurchasing leaseholder transfers title to a third party who moves the mobile home within 30 days of the date upon which the nonpurchasing leaseholder vacates the mobile home;

(C) the nonpurchasing leaseholder transfers title to the mobile home to a purchasing leaseholder of the site on which the mobile home is located.

(d) After the date of the notice of conversion, and unless otherwise modified by this subchapter, the provisions of chapter 153 of Title 10 shall apply to all leases within the mobile home park. A leaseholder may not be required to vacate except for failure to comply with the obligation imposed on the leaseholder by this subchapter, or for the reasons specified in 10 V.S.A. { 6237(a), provided that the conversion of the mobile home park shall not constitute a change in use or a termination of the park.

(e) Any rights granted leaseholders under this subchapter against the declarant shall apply against any transferees of a site from the declarant. (Added 1993, No. 97, { 1.)

§ 1359. Protection of tenants

(a) Within 30 days of the notice of conversion, a leaseholder must notify any tenants in possession of the leased site of the intended conversion. The notice shall be delivered by certified mail to the tenant. The notice of conversion shall contain at least a notice of the intended conversion, the nature of the leaseholder's possessory interest in the site, and a description of the tenant's rights under subchapter 2 of this chapter.

(b) A tenant shall have the same rights against the leaseholder as are provided to tenants of buildings against declarants under subchapter 2 of this chapter. (Added 1993, No. 97, { 1.)

§ 1360. Stabilization of lot rent

(a) As soon as a declarant gives notice of intent to convert as provided by section 1353 of this subchapter, the lot rents of all leaseholders in the park shall be reduced to the level in effect three months prior to the notice of intent to convert.

(b) The lot rent charged for sites occupied by leaseholders shall not be increased during the period beginning with the notice of intent to convert as provided by section 1353 of this subchapter and ending either when the condominium association takes control of the common areas of the park, or at the expiration of the conversion period as provided by section 1356 of this subchapter, whichever is later.

(c) Following the period designated in subsection (b) of this section, the annual lot rent charged for sites occupied by nonpurchasing leaseholders may be increased by no more than an amount which is equal to the amount of any annual increase in the fees charged by the condominium association to its members. In no event may the lot rent charged to nonpurchasing leaseholders be increased more frequently than as provided for in 10 V.S.A. { 6236. (Added 1993, No. 97, { 1.)

§ 1361. Enforcement

(a) A rent increase greater than that provided for by section 1360 of this subchapter is unenforceable to the extent the increase exceeds that provided for in that section.

(b) A declarant or site purchaser shall not commence eviction proceedings against a leaseholder for nonpayment of the part of the lot rent which represents an increase in excess of that provided for in section 1360 of this subchapter. (Added 1993, No. 97, { 1.)

§ 1362. Waiver prohibited

No lease or rental agreement, oral or written, shall contain any provision by which the tenant or leaseholder prospectively waives any of his or her rights under this subchapter. Any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. (Added 1993, No. 97, { 1.)

§ 1363. Circumvention of this subchapter

A declarant shall not attempt to circumvent the provisions of this subchapter; nor shall any person willfully cause a tenant or leaseholder to vacate a dwelling unit or to be evicted from the site without good cause before issuance of the notice prescribed in section 1353 of this title. (Added 1993, No. 97, { 1.)

§ 1364. Protection against harassment

(a) No park owner or site owner may willfully cause, directly or indirectly, the interruption or termination of any utility service being supplied to a resident, except for temporary interruptions for emergency repairs.

(b) No park owner or site owner may directly or indirectly deny a resident access to and possession of the resident's rented or leased premises, except through proper judicial process.

(c) No park owner or site owner may directly or indirectly deny a resident access to and possession of the resident's property, except through proper judicial process.

(d) Any resident who sustains damage or injury as a result of an illegal eviction may bring an action for injunctive relief, damages, costs and reasonable attorney's fees.

(e) A court may award reasonable attorney's fees to the park owner or site owner if, upon motion and hearing, it is determined that the action was not brought in good faith and was frivolous or intended for harassment only.

(f) A park owner or site owner may not retaliate by establishing or changing terms of a rental agreement or by bringing or threatening to bring an action against a resident who has not elected to become a purchasing leaseholder or who has organized or become a member of a resident's association or similar organization.

(g) If a park owner or site owner acts in violation of this section, the resident is entitled to recover damages

and reasonable attorney's fees and has a defense in any retaliatory action for possession. (Added 1993, No. 97, { 1.})

§ 1365. Violations

A violation of this subchapter is deemed to be a violation of section 2453 of Title 9, and is subject to all rights, obligations and penalties provided under chapter 63 of Title 9. (Added 1993, No. 97, { 1.})
