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MAINE CONDOMINIUM LAW AND PRACTICE
Unit Ownership Act Projects

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This outline is intended to assist condominium association boards and their property managers better understand the laws and best practices of Maine condominium project management. **No one should rely on this outline to make legal decisions.** Always consult with an experienced lawyer as every situation is unique.

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A. Maine Laws

1. Unit Ownership Act ("UOA"), 33 M.R.S. §§560-588. This Maine law regulates all condominium projects **created *between 1965 and 1982*.**

2. Maine Condominium Act ("MCA"): 33 M.R.S. §1601-101 et seq. This Maine law regulates all condominium projects created *after January 1, 1983*. However, per 1601-102(a) of the MCA, *many portions of the MCA also apply to UOA projects*, including:

§1603-102(a)(1) regulating the use of the common areas
§1603-102(a)(6) on adopting and amending bylaws
§1603-102(a)(11) on late charges and fines
§1603-102(a)(12) on collecting a fee for resale certificates
§1603-116 on automatic liens for unpaid assessments and lien foreclosure actions
§1603-118 on maintaining and producing certain association records
§1604-108 requiring resale certificates when units are resold

Projects governed by the UOA can vote to amend their project documents and become subject to the entire MCA. MCA §1601-102.

3. Maine Nonprofit Corporation Act, 13-B M.R.S.A. §§101 et seq. This Maine law establishes rules for all Maine nonprofit corporations, including all condominium associations. It describes the standards that directors and officers must meet in making decisions, including the standard of good faith.

B. Condominium Parties:

1. Developer (called the "declarant" in the MCA): The party which owns the project real estate and creates the condominium project by recording a declaration of condominium, bylaws and plans in the Registry of Deeds and usually makes initial unit sales.

2. Unit Owners: Individuals and legal organizations like limited liability companies and trusts that own the units.

3. Condominium Association: A Maine non-profit corporation whose members are the owners of all of the units created. The association manages the common areas of the condominium project and has the power to make assessments for that purpose on unit owners. It is operated by a board of directors elected by the unit owners and by officers elected by board members. UOA §567(1)

C. Basic Ownership Elements

1. Unit: A real estate interest owned in "fee simple" by the unit owner, usually bounded by the floors, ceilings, and walls of the unit. UOA §561(11)

2. Common Areas and Facilities (called "common elements" in the MCA): All portions of the condominium site which are not units, such as driveways, parking areas, grounds, and the buildings surrounding the units. UOA §561(3). The common areas are owned by all of the unit owners as tenants in common, with each unit owner owning an undivided percentage interest. UOA §565(1). The common areas are not owned by the association. The undivided percentage interest held by each unit owner cannot be separated from a unit. UOA §565(2).

3. Limited Common Areas and Facilities (called "limited common elements" in the MCA): Portions of the common areas which are exclusively controlled by one or more unit owners, and also cannot be separated from a unit. UOA §561(7). Parking spaces, adjacent decks, and storage areas are common examples.

D. Condominium Project Documents

1. Declaration of Condominium: The document created by the developer which is recorded in the Registry of Deeds to create the condominium project. UOA §561(6). Section 569 has a list of 12 specific requirements. The declaration establishes the boundaries of the project, the units, the common areas, and the limited common areas, and often sets forth important restrictions on the use of units and common areas. The declaration also includes:

   a. Floor Plans: Floor plans showing the boundaries of each unit. UOA §571(3).

   b. Survey Plan: A site plan showing the overall boundaries of the project and the locations of buildings and other improvements. UOA §571(3).

All plans must be recorded *simultaneously* with the declaration or any amendments. UOA §571(3). Some Registries of Deeds create "Unit Ownership" files for these condominium documents, instead of recording them in the books with other documents and plans.

Note: Because the floor plans and site plan do not need to be attached to a resale certificate, many purchasers buy units without ever seeing them. A good buyer's lawyer will make sure their client reviews these plans.

The declaration can only be amended in accordance with the terms of the declaration. UOA §569(11). All amendments must be recorded in the Registry of Deeds.

Warning: Always work from copies of the declaration and plans showing Registry of Deeds recording information! Other copies may not be accurate.

2. Association Bylaws: The document usually created by the developer which establishes the process by which the association conducts its business, and sometimes contains use and other restrictions. UOA §575 and §576. The bylaws must contain rules for electing directors, holding meetings, electing officers, collecting dues, use restrictions on units, adopting rules and regulations, and other management issues.

Bylaws can only be amended by a vote of the unit owners amending the declaration. UOA §575. All bylaws and amendments need to be recorded in the Registry of Deeds as part of the declaration.

Warning: Always work from copies of the bylaws showing Registry of Deeds recording information! Other copies may not be accurate.

3. Rules and Regulations of Association: Often created by the developer, the rules and regulations can be created and amended by the board as set forth in the bylaws. The rules and regulations are limited to governing the operation and use of the common areas and facilities, *not the units*. UOA §576(9) and MCA 1603-102(a)(6).

Warning: Many board members focus exclusively on their rules and regulations and forget all about the restrictions on the units and common elements found in the declaration. The best practice is to reference the declaration restrictions at the beginning of the rules and regulations and attach a copy of them. None of the rules and regulations adopted by the Board can be inconsistent with the restrictions found in the declaration.

4. Secretary of State Records:

a. Articles of Incorporation: A document created by the developer and filed with the Maine Secretary of State, which is how the association is formally created. It sometimes contains specific project information and/or any use or voting restrictions.

b. Annual Report: A report filed with the Secretary of State each year describing the current Board members and officers of the association. It needs to be filed by June 1st to maintain the good standing of an association.

5. Association Documents: Effective in September of 2011, all Boards need to maintain files of 11 specific sets of documents, including all the project documents described

above, *alphabetized lists of unit owners*, meeting minutes, financial statements and other important documents. MCA §1603-118(a). These association documents must be made available for inspection by all unit owners within 10 days of receipt of a written request for them. MCA §1603-118(b).

UOA §577 also requires the Board to keep a chronological record of all receipts and expenditures affecting the common areas and facilities.

Practice Tip: Whether the board keeps paper copies in a file, pdf copies on their computers, or document images on the association website, it is important to *update these documents* whenever a change needs to be made, such as document amendments, annual insurance policy renewals and unit sales that will change the list of unit owners.

E. Organization of Condominium Associations

1. Board of Directors/Executive Board ("Board"): Board members must be unit owners and are elected by the unit owners each year at the annual meeting. At least 1/3 of the directors must have their term expire each year. UOA §576(1). The bylaws should describe qualifications and terms for board members and an odd number of board members is best to avoid tie votes. The best method I have observed is for the term for each board member to last 3 years with staggered terms.

Decisions: Boards can only make lawful decisions at properly called board meetings. Boards may vote to delegate authority for a specific task to one or more board members and/or officers. If the members of a board communicate between board meetings to make time sensitive decisions, those decisions should all be ratified at the next board meeting. Boards can also make decisions if all members sign a vote but this process is not recommended as it can discourage discussion on the issue.

Precedents: Some board members are afraid to make controversial decisions because they incorrectly think the board's decision will be a precedent that is binding on future boards. *Board decisions are not precedents*. Boards can and do make different decisions on the same issue at different times because board members have changed their minds or there are new board members.[1] Boards are encouraged to be consistent as much as possible but are not bound by prior board decisions.

2. Officers: A president, secretary, and treasurer must be elected. UOA §576(3)-(5). The officers are usually elected by the board each year after the annual meeting elects board members. The bylaws should establish the qualifications and duties of each officer, the powers of each officer, and the method of electing and replacing the officers.

[1] Boards cannot make different decisions if those decisions violate the Maine Human Rights Act or similar laws.

Decisions: Unlike officers of most for-profit corporations, *association officers have no power to take any action without a vote authorizing that action taken at a Board meeting*. The only special power usually given to a president is the power to preside over all meetings.

Responses from board members and officers: Many individuals in these positions report being overwhelmed responding to inquiries from unit owners. Other than providing readily available information, board members have no authority to take any action or even give meaningful feedback. The best response is to let the unit owner know that the board will discuss the inquiry at its next board meeting and that someone will then respond.

3. Registered Agent: Appointed by the Board, the individual must be a Maine resident and is the formal contact person with the Maine Secretary of State's office. Registered agents can be served with process in lawsuits filed against an association. The association's attorney often fills this position.

4. Meetings: There are two kinds of meetings in any association.

a. An "*association meeting*" is a meeting of all unit owners which has to occur at least once a year, typically at an annual meeting. See the Maine Nonprofit Corporation Act, 13-B M.R.S. §§602, 603, for notice and other information. Unit owners elect directors at the annual meeting. Special meetings may be called as necessary, such as meetings to consider amending the declaration and bylaws. Project document requirements for notices, quorums, and voting rights and procedures should be carefully followed.

b. A "*board meeting*" is a meeting of the board of directors, which often occurs several times each year. Again, notice and quorum requirements for board meetings in the bylaws should be carefully followed. I encourage boards to establish a policy for keeping these meetings open to the unit owners, although it is not required by the UOA.

The board has no right to go into executive session unless that process is described in the association bylaws.

F. Common Areas

1. Use of Common Areas: Common areas are defined in UOA §563(3). Rules for the use of the common areas are initially established by the terms of the recorded declaration and/or bylaws. §576(10). Within those limits, boards have the authority to adopt additional rules on how the common elements may be used. UOA §576(9).

2. Unit Owner Alterations: Boards sometimes have to address unit owner requests to alter the common areas so they become part of the unit, such as a request to enclose a deck with a sunroom, add a dormer to a roof or make a similar expansion to the space associated with a unit. Boards are encouraged to have uniform written policies for considering these requests *before* any request is reviewed. Amending the declaration is the only way to allow these changes to units to be permanent. Any amendment that may jeopardize the soundness or safety of the property, reduce the value of the property or impair the right to use any common area must be approved by all unit owners. UOA §567.

Warning: Boards should never allow unit owners to do maintenance work on any common elements, including limited common elements, even if the unit owners are responsible for the costs. Boards should require that the association be a party to any contract for changes or improvements to the common elements, including limited common elements. The Board needs to be sure that all contractors who work on common elements are qualified to do the work and properly insured and that the work is done properly and meets or exceeds existing quality standards. The Board also needs to be able to pursue warranty claims directly against any contractor who does faulty work on common elements.

3. Sale of Common Areas: Some associations have surplus land that they want to sell to raise funds. Current zoning requirements, including planning board approvals, must be considered carefully before any sale is considered. The declaration would need to be amended to remove this land from the project with the approval of 100% of the unit owners.

4. Maintenance of Common Areas: UOA §565(5) states that maintenance, repair and replacement of common areas and facilities "shall be carried out only as provided" in the declaration and bylaws.

G. Insurance

The UOA only requires the Association to provide insurance for the buildings which contain units, which are common areas. UOA §583. However, Associations are well advised to insure *all buildings and improvements*. The most common kinds of insurance are:

1 Property Damage: Loss or damage by fire or other hazards for all common area improvements.

2. Liability Coverage: Insurance for claims arising out of the use, ownership, or maintenance of the common areas.

3. Director and Officer Coverage: Personal insurance coverage for claims against individual board members and officers in managing the project.

4. Errors and Omissions Coverage: Insurance coverage for negligence committed by officers and directors' coverage for loss of funds due to dishonest board members and officers.

Unit Insurance: Unit owners must provide insurance for the improvements and personal property in their own units unless the association provides that insurance.

Damage Claims: The first step is to determine whether the damage is to a unit or to a common area.

a. Common area damages: insurance claims need to be filed and adjusted by the board with the association's insurance company.

b. Unit damages: Sometimes the association insures units. If so, see (a) above. Sometimes the unit owners insure units. If so, then the unit owner needs to file insurance claims with their insurance company. Sometimes both the association and the unit owner insure the units. If so, then both parties need to file separate claims with their insurance companies.

Warning: Sorting out responsibility for damages can be trickier than it appears. Some insurance companies give out inaccurate information.

Common Misunderstanding: The roof leaks and a unit is damaged by water. Many assume that the association is responsible for all damage caused by the roof leak. However, unless the roof leak was caused by the negligence of the association, the association must repair the roof leak promptly, but the unit owner is responsible for repairing the damage to the unit. There is no strict liability for damage to a unit caused by the failure of the building common elements surrounding the unit.

H. Annual Budgets/Assessments/Interest/Fines/Collection Costs

1. Annual Budget: UOA bylaws should describe the process to adopt a budget. §576(7). For many UOA projects, the board can adopt the budget without approval of the unit owners. The properly adopted budgets become the basis of assessments (dues) on unit owners.

2. Assessments ("dues"): Dues must be assessed according to the percentage of undivided interests in the common elements created by the declaration. UOA §568. The board can decide how assessments are paid by unit owners, and the most common method is monthly payments.

3. Late Fees: Charges for late payments can be imposed by the board. MCA §1602-102(11). It is best to have a specific policy adopted by the board and included as part of the rules and regulations *before* assessing late fees.

4. Interest: There is no specific statutory right to collect interest, so the ability to assess interest on unpaid dues and other costs should be in the declaration and/or bylaws. The Board can argue that right to collect "interest" described in MCA §1603-116(a) is part of the association's right to "impose charges for the late payment of assessments" found in §1603-102(a)(11) but having the right to charge interest set forth in the project documents is preferable.

Note: Most project documents allow the association to assess interest on unpaid dues, out-of-pocket collection costs and fines, but not necessarily on previously assessed interest and late fees. Treasurers and property managers need to be sure that their computer accounting programs compute interest properly.

5. Costs and Legal Fees: MCA §1603-116(g) states that a judgment entered in a lawsuit over the collection of lawful dues must award costs and reasonable legal fees to the prevailing party. *It is best for the right to collect legal fees and costs for all collection work, whether a lawsuit is filed or not, to be specifically described in the declaration or bylaws.*

Note that the Maine Supreme Court has approved *imposing defendants' legal fees on condominium associations* when the associations have not been the prevailing party. Therefore, before bringing a collection action, the Board should be certain that it can prove that the budgets that led to the dues being collected were properly adopted and that the assessments were properly made. See *Stage Neck Owners Association v. Poboisk*, 1999 ME 52, *Villas by the Sea Owners Association v. Garrity*, 2001 ME 93, and *Seacoast Hanger Condominium II Association v. Martel*, 2001 ME 112.

6. Fines: In addition to whatever rights are described in the declaration and bylaws, the board may impose fines for violations of the declaration, bylaws and rules and regulations. It is recommended that all boards adopt a uniform schedule of fines and add them to the rules and regulations. Before the board can impose any fines on unit owners, it must provide notice of a meeting giving the offending unit owner the opportunity to be heard. MCA §1603-102(a)(11).

7. No Two Month Assessments for New Owners: The project documents cannot create an assessment of two months of dues on units which have been sold from one owner to a new owner. UOA §568 states that dues must be assessed according to the percentages of undivided interests in the common areas described in Declaration.

I. Association Liens for Unpaid Assessments

1. Association Lien: **The Maine Condominium Act gives an Association an automatic lien on a unit the moment assessments are not paid when due.** MCA 1603-116(a). No action is necessary by the Board. **Recording a "lien certificate" or "notice of lien" is *not recommended*.**

An enforcement action must be brought withing 6 years of the date the assessment was due or the lien will expire. MCA 1603-116(e).

2. Priority of Association Lien: The automatic lien held by an association has a higher priority over all other liens on a unit *except*: (a) the lien of the first mortgage and (b) the lien of the town or city for unpaid real estate taxes. Having priority over second mortgages can give the board a better chance of getting the dues paid.

3. Paper Registry of Deeds Liens*:* Some boards and property managers file a "certificate of lien", "notice of lien" or other lien document in the Registry of Deeds when dues are unpaid. That practice is a *waste of time and money*, because when a unit is sold or refinanced, a resale certificate will need to be produced by the board anyway, showing what the unit owner/seller owes in dues. It is also a very passive collection method that puts no immediate pressure on the unit owner. Furthermore, once the dues are paid, the board has to spend time and money preparing a lien discharge and recording it in the Registry of Deeds, too.

Significantly, *the practice of recording lien certificates in the Registry of Deeds may lead to a significant loss to association.* Unit owners who are unable to pay their dues are often unable to pay their first mortgage loans either. When the first mortgage holder files a foreclosure action, it has to name the holder of all subordinate liens to eliminate their liens, which includes the condominium association. If an association has recorded a lien document in the Registry of Deeds, then it will assure itself that it will be named as a party-in-interest in the foreclosure action and will face having its lien on a unit extinguished with no funds collected.

However, when an association relies only on the automatic unrecorded lien on a unit, sometimes the association is not named in the first mortgage foreclosure action because of errors made by bank "foreclosure factories" which are not always careful in their work. When that happens, once the foreclosure action and public sale are completed, the

association will still have its lien on the unit for all its unpaid dues etc., and it can demand full payment of its account from whoever purchased the unit at the foreclosure sale, which is usually the bank. In 2018, I had an association client who had a very large unpaid unit account due to extended bankruptcy and foreclosure proceedings. It was able to collect more than $30,000 in dues, interest and legal fees from the foreclosing mortgage lender when it tried to sell its unit. If this association had put a paper lien document in the Registry of Deeds, then it would have received nothing.

J. Collection Options

1. Lien Foreclosure Actions: *If there is equity in a unit after considering the value of the unit and amount of the first mortgage and unpaid real estate taxes,* the best method of collecting unpaid dues is to bring a collection/foreclosure lawsuit against the owners of the unit, seeking an order declaring the amount due to the association and allowing the public sale of the unit for unpaid dues if the amount is not paid in 90 days.

If there is value in the unit above the amount of the outstanding first mortgage debt and real estate tax liability, I have never been unable to collect all dues etc. and legal fees on a delinquent account. Holders of second mortgages and other secured liens need to be named in the action to have their liens removed from the unit.

Once a lien foreclosure action has been commenced in court, then the *board can no longer accept partial payments* on the account (unless it has a written repayment agreement), or the lien foreclosure action will be waived. 14 M.R.S. §6321. The board only has 10 days to return a payment made during foreclosure.

After a lien foreclosure action has been started, if the unit owner wants to enter into a repayment plan, the lien foreclosure action can be stayed instead of dismissed. If the unit owner defaults on the repayment plan, the lien foreclosure action can be resumed. 14 M.R.S. §6321.

The legal fees and costs reasonably necessary for such an action can be usually added to the account. Any lien foreclosure action should include a separate cause of action against the unit owners for their personal liability for the dues etc.

2. Collection Actions: If there is no equity in a unit, then the better recourse may be to file a collection action on the unit owners' personal liability for assessments, etc.

a. If the claim is less than $6,000[2], then a Small Claims Action may be filed. An association can appear in Small Claims Court without an attorney if an officer or employee of the association attends the hearing. Property managers and collection agents usually are not employees.

b. If the claim is more than $6,000, then the action can be filed in District Court or Superior Court, and an attorney will be required.

3. Disclosure Hearings: Once a money judgment is obtained from any court, the Association can bring a disclosure action in District Court, where the Court may order monthly payments to be made. If the unit owner the fails to make the payments, the unit owner will face civil arrest and imprisonment.

4. Repayment Agreements: In some cases, the board may want to enter into a repayment agreement with the unit owner, which generally should require that the unit owner make all dues payments going forward ***plus*** an extra sum to apply to past amounts owed.

K. My Proven Collection Method

1. Do Not Delay: Board should never let a unit owner get more than 3 months behind in their dues before starting a collection effort. I recommend that Boards adopt policies on when and how its collection efforts will take place. No matter how sympathetic a unit owner's story may be, the *Board has a fiduciary* duty to all unit owners to collect all dues.

2. First Letter: Once the Association's own collection efforts have failed, I often get hired. The first step is to send a polite letter to the unit owner. The letter lets the unit owner know that I have been hired, that a small amount of legal fees have been added to the account, and that I will be starting a collection proceeding soon, usually in about around two weeks. That letter will often lead to a payment.

3. Second Letter: If the First Letter is ignored, I then take the time to check Registry of Deeds and municipal assessment records to determine the apparent equity in the unit and to discuss collection options with the Board or its property manager. Once a collection plan is in place, the unit owner gets a second more serious letter from me letting the unit

[2] This limit is periodically reviewed and increased. 14 M.R.S. §7482. The last increase was in 2009.

owner know that a lawsuit is coming unless payment is made in the next week or so. This second letter usually gets most unit owners who ignored the first one to pay up.

4. File an Action: If the Second Letter is ignored, too, then I get moving on one of the options described above.

In almost 40 years of representing Associations, this method has never failed to force unit owners to pay up when there is equity in a unit over the amount of the first mortgage and unpaid real estate taxes!

L. Mortgages on Units, Foreclosure Actions and Bankruptcy Filings

1. Fannie Mae Regulations: The Federal National Mortgage Association (FNMA aka Fannie Mae) is a federal agency which insures many first mortgage loans issued by mortgage lenders on residential units. The guaranty allows for interest rates that are somewhat below market value, which can increase the value of a unit and therefore a project. Its regulations establish other important requirements for condominium documents before Fannie Mae will insure mortgage loans for units, such as the fact that developer's retained rights cannot last more than 7 years, and management contracts with property managers must be able to be terminated for any reason by an association in 90 days. While many projects were created with these rules in mind, many others were not, requiring an amendment to the condominium documents by the unit owners if such financing is to be available for units in those projects.

2. Bank Foreclosure Actions: Holders of first mortgages should always name condominium associations in mortgage foreclosure actions on condominium units. The Board should respond to any summons and complaint served on the association if there is equity in a unit, to be sure it gets any available funds from the public foreclosure sale of the unit. Only a licensed Maine attorney can file an answer with the Court. A completed foreclosure action in which the association was named and sale of a unit in which the association was named will extinguish its lien on the unit.

Dues from foreclosing bank: If an association loses its lien on a unit due to a first mortgage foreclosure, then it can begin charging the foreclosing lender dues *at the end of the 90 day redemption period* after a foreclosure judgment is entered, since the former owner no longer owns the unit and is no longer liable for assessments. An association can only pursue the former unit owner in a collection action for prior unpaid dues. Many foreclosing mortgage lenders incorrectly believe that they do not have to pay dues on the unit until after the public foreclosure sale, which can happen many months after the end of the 90 day redemption period. Those mortgage lenders often resist making those payments, but when they find a buyer for their unit, the association can list all unpaid dues etc. on its resale certificate for the closing.

The association cannot add its legal fees for protecting its lien to the unit owner's account unless the declaration and bylaws allow it. Many declarations do not.

3. Unit Owner Bankruptcies: While a bankruptcy filing by a unit owner may stop an association from pursuing claims that existed *prior to the filing*, it does not stop the association from charging new dues *after the filing* and initiating collection efforts if needed. The association *may need to file a proof of claim* with the bankruptcy court to recover past due amounts owed as of the date of the filing.

Again, the association cannot collect its legal fees for protecting its lien on the unit from the affected unit owner unless the declaration and bylaws allow it. Many declarations do not.

M. Unit Sales/Disclosures

1. Initial Developer Sales: Public offering statements were not required when developers first sold new units under the Unit Ownership Act.

2. Unit Resales: When units are resold between unit owners, the seller must obtain a **resale certificate** from the association and deliver it to the prospective purchaser. MCA §1604-108. The board must produce a resale certificate for a unit owner within 10 days of a written request. MCA §1604-108(b). The board may charge a reasonable fee for doing so. MCA §1603-102(a)(12). The resale certificate must contain financial information about the association, the status of the dues account on the unit being sold, copies of the condominium documents, and other important information.

A prospective purchaser has five days from the recent of a complete resale certificate to terminate a purchase and sale agreement at any time prior to closing. After closing, the right to terminate ends. MCA §1604-108(a). Many real estate brokers overlook this fact and do not seek resale certificates when agreements are signed, giving the buyer the right to terminate any sales agreement at any time.

Warning: Many resale certificates produced by boards and their property managers *fail to comply* with MCA §1604-108, mostly because they fail to include copies of the *current* declaration, bylaws and rules and regulations. Maintaining updated association records in accordance with §1603-118 makes producing a valid resale certificate simple.

N. Warranties on Units

1. Common Law: The "common law" is the law established by decisions of the Maine Supreme Court and it generally favors sellers of real estate. *Stevens v. Bouchard*, 532 A.2d 1028 (Me. 1987) establishes that there are no implied warranties in the sale of real estate between parties as a general rule, as the buyer was unable to collect the cost of repairing a leaky roof even after proving that the seller knew about the leak. Thus, when purchasing a unit from another unit owner, there are no implied warranties from the sellers.

Parsons v. Beaulieu, 429 A.2d 214 (Me. 1981) describes the implied warranty imposed on builders of new homes (declarants) that the work be done in a reasonably skillful and workmanlike manner. *Dunelawn Owner's Association v. Gendreau*, 2000 Me. 94 discussed this common law warranty as it applied to the sale of a condominium unit, and the Court held that there is a six-year statute of limitations on bringing claims under this implied common law warranty.

2. No Statutory Warranties: The UOA did not require the developer to offer unit owners any warranties on new units. Any express or implied warranties probably expired long ago as no new projects have been created under the UOA since 1982.

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