

TITLE 2: NATURAL RESOURCES
DIVISION 6: UNIFORM CONDOMINIUM ACT

§ 6311. Tort and Contract Liability.

(a) An action in tort alleging a wrong done by a declarant or the declarant's agent or employee in connection with a portion of any convertible or withdrawable real estate or other portion of the condominium which the declarant has the responsibility to maintain may not be brought against the association or a unit owner other than a declarant. Otherwise, an action in tort alleging a wrong done by the association or by agent or employee of the association, or an action arising from a contract made by or on behalf of the association, shall be brought against the association. If the tort or breach of contract occurred during any period of declarant control (2 CMC § 6303(c)), the declarant is liable to the association for all losses not reimbursed suffered by the association as a result of that tort or breach of contract, including costs and reasonable attorney's fees. Any statute of limitation affecting the association's right of action under this section is tolled until the period of declarant control terminates. A unit owner is not precluded from bringing an action contemplated by this subsection because he or she is a unit owner or a member or officer of the association.

(b) A judgment for money against the association is a lien against all of the units, but no other property of a unit owner is subject to the claims of creditors of the association.

(c) A judgment against the association shall be indexed in the name of the condominium.

Source: PL 3-86, § 3-111.