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John J. Eagan

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By JOHN J. EAGAN*

MANY of the legal problems besetting a condominium must be considered by a title insurer. An attempt will be made here to indicate these problems and the approaches title insurers have taken or are likely to take. Much of this discussion will be academic and only of historical interest if legislation is adopted in 1963 in California in the form now contemplated. Areas where the proposed legislation can simplify the problems of insuring condominium ownership will be mentioned briefly. Discussion in this article will be limited to California law and problems except as otherwise noted, although the general situation will not vary much from jurisdiction to jurisdiction.

Separate ownership in fee of the apartment or living unit to be occupied by a single owner is an essential element of a condominium. (Discussion here will be in terms of a fee, but there is no reason why a leasehold interest could not be divided into condominium ownerships. Also reference is made to an apartment, although the unit could just as well be a business office.) Is this fee to be an interest in space not connected with the surface of the earth, or a portion of the building, or both? And is it an interest in real property which can be the subject of a title insurance policy?

Two early cases in California recognize the validity of a conveyance of a portion of a building.[1] There seems to be no specific case law in California, however, holding that air space or space rights as such are a proper subject of separate ownership as real property. Civil Code sections 658 and 659 are responsible for an uncertainty as to whether air space separated from the solid earth is real property in California. Section 659 defines land as the solid material of the earth, and section 658 defines real property as land, that which is affixed to land, that which is incidental or appurtenant to land, and that which is immovable by law. A construction that these sections exclude ownership of the space above the surface of the ground would be contrary to the well established common law that the owner of the solid portion of the earth owns to the center of the earth below and to the heavens

* A.B., L.L.B., Vice President and Regional Counsel, Title Insurance and Trust Co., Member, San Francisco and American Bar Associations.

[1] Thompson v. McKay, 41 Cal. 221 (1871); Galland v. Jackman, 26 Cal. 79 (1864).

above.[2] While there has been no specific holding in California that space above the surface is real property which can be owned separately in fee, neither has there been any attempt to establish that it is not. Water and oil rights, neither of which can reasonably be considered solid material, have been held to be real property.[3] The possibility of an oil lease to a certain depth but no farther has been recognized.[4]

Arguments can be made to bring air space within the definition of real property in Civil Code section 658. That section uses the word "immovable" as applying to real property. A particular area above the surface of the ground certainly is immovable. It is less mobile than the dirt that makes up the solid material of the earth.[5] Also, sub-section 3 of section 658 includes within real property "that which is incidental or appurtenant to land." Section 662 of the Civil Code defines an appurtenance to land: "A thing is deemed to be incidental or appurtenant to land when it is by right used with the land for its benefit, as in the case of a way, or watercourse, or of a passage for light, air, or heat from or across the land of another." If air space is not included within the technical definition of land, a persuasive argument can be made that the space above the surface, which must be used if a building is to be built, or even if a person is to drive or walk across the land, falls within the category of appurtenances. Also, easements for installation and maintenance of electric or telephone wires over land are recognized.[6]

Other statutes indicate that air space should be considered as real property. Subdivision 2 of section 14 of the Civil Code provides that "the words 'real property' are coextensive with land, tenements, and hereditaments."[7] Section 829 of the Civil Code provides: "The owner of land in fee has the right to the surface and to everything permanently situated beneath or above it." The Code Commissioner's note to this section states: "It has an indefinite extent upwards as well as downwards."[8] Section 21402 of the Public Utilities Code states: "The ownership of the space above the land and waters of this State is vested

[2] United States v. Causby, 328 U.S. 256, 260 (1946); see Ball, *The Jural Nature of Land*, 23 ILL. L. REV. 45, 48 (1928).

[3] St. Helena Water Co. v. Forbes, 62 Cal. 182 (1882) (Water); see also Sutter-Butte Canal Co. v. Great Western Power Co., 65 Cal. App. 597, 224 Pac. 768 (1924); see 36 CAL. JUR. 2d *Oil and Gas*, Sec. 5 615-617 (oil).

[4] Kidwell v. General Petroleum Corp., 212 Cal. 720, 300 P.2d 1 (1931).

[5] See Code Commissioner's notes, CAL. CIV. CODE, 1st Ed. § 657 (1874); 1 WITKIN, SUMMARY OF CALIFORNIA LAW *Personal Property*, § 21, p. 791 (7th ed. 1960), basing the distinction between real and personal property on mobility.

[6] Pacific Gas & Elec. Co. v. Minnette, 115 Cal. App. 2d 698, 252 P.2d 642 (1953); Balestra v. Button, 54 Cal. App. 2d 192, 128 P.2d 816 (1942).

[7] See Murphy v. Superior Court, 138 Cal. 69 (1902).

[8] CAL. CIV. CODE, 1st Ed. § 829, p. 244 (1874).

in the several owners of the surface beneath, subject to the rights of flight described in Section 21403." It appears to have been assumed by the California courts that air space is land and as such is subject to trespass as when an airplane struck a pole over defendant's property.[9] A Federal court considered the contention made by one of the parties that in California the owner of land has no property rights in superjacent air space, either by code enactment or judicial decree, and that the doctrine of ownership to the sky does not apply in California. The court stated that, having examined the California statutes and cases it could find nothing to negative the formula of ownership to the sky. However, it refused to recognize that this ownership was without limit, stating that: "This formula 'from the center of the earth to the sky' was invented in some remote time in the past when the use of space above land actual or conceivable was confined to narrow limits, and simply meant that the owner of the land could use the overlying space to such an extent that he was able, and that no one could ever interfere with that use.[10]

If air space were held to be personal property some strange results would follow. The land area would change with grading or filling; a conveyance of land would not transfer the interest in the air space above the land, and presumably the recording laws would not apply to space rights; such rights would have to be transferred as personal property; and rules governing personal property would control the disposition of such interests in estates of decedents.

The subdivision of air space has been recognized in other jurisdictions.[11]

Because a condominium owner receives a fee interest in his living unit it is necessary that the legal description of the unit which is used in deeds and deeds of trust meet the usual requirements of certainty and exactness as in the case of other conveyances of real property. These requirements are more strict than those in connection with a co-operative project where each owner obtains an undivided interest plus an exclusive right to use a particular apartment.

The description of the individual condominium unit can be either by metes and bounds or by reference to a map. The description must be three-dimensional rather than two.[12] Metes and bounds descriptions

[9] LaCon v. Pacific Gas & Electric Co., 132 Cal. App. 2d 114, 281 P.2d 894 (1955).

[10] Hinman v. Pacific Air Transport, 84 F.2d 755, 757 (1936).

[11] See Friedman and Herbert, *Community Apartments: Condominium or Stock Cooperative?* 50 CALIF. L. REV. 303 (1962); Ramsey, *Condominium, New Look to an Old Concept,* 28 U. S. SAVINGS & LOAN LEAGUE LEGAL BULL. 33, 37, 55-56 (1962).

[12] See WATTLES, LAND SURVEY DESCRIPTIONS § 219(i), pp. 56-7 (1956 ed.) (printed and distributed by Title Insurance and Trust Company).

have been used and have been insured by title insurance companies in other states. An early condominium—not designated by that name—was developed in New York City in 1947 by a group of twelve ex-service men, each of whom acquired a fee interest in an apartment and an undivided interest in the balance or common area. Loans insured by the Veterans Administration were obtained by the owners from a savings and loan association.[13] The description problems encountered when the Prudential Insurance Company built its Chicago building over the Illinois Central Railroad tracks, and other similar situations, are discussed in an article in Title News, the publication of The American Title Association.[14]

Conveyancing problems will be much simpler if a description is used which refers to parcels on a map. This practice seems to be developing in connection with California condominiums. In fact it is probably unsafe to do anything but file a regular subdivision map at this point unless it can be established that all of the units front on a public street. An opinion of the Attorney General of California has indicated that a regular subdivision map, not a record of survey map, is required.[15] The statute[16] provides that a subdivision, which would require an ordinary subdivision map, does not include a project wherein certain conditions exist. One of the conditions which must be met if this exception is to operate is that each parcel created by the division must abut on a public street or highway. The opinion indicates that a condominium unit is a lot or parcel of land within the meaning of the Subdivision Map Act,[17] and that parcels of air space do not abut on a street. Therefore, the subdivision map is required, and the exception, which would permit the use of a record of survey map, is not applicable. A recorded record of survey map would provide just as adequate a basis for description, and in some ways seems a more logical vehicle for delineation of a condominium. An opinion of the Los Angeles County Council, contrary to the conclusion reached by the State Attorney General, indicates that a condominium project is not subject to the Subdivision Map Act because the word "land" as used in the Act refers to geologic land, not buildings,

[13] For discussion and an example of the metes and bounds legal description used, see Ramsey, *supra* note 11, at 38-40; Report of the Eighth Spring Symposium for Attorneys, *Condominiums*, pp. 4-8, Home Title Guarantee Co. (New York) March 22, 1962.

[14] Brennan, *Lots of Air—A Subdivision in the Sky*, 36 Title News 6 (No. 2, February, 1957).

[15] 39 CAL. OPS. ATT'Y GEN. 82 (1962); see general discussion in Friedman and Herbert, *supra* note 11, at 336-38.

[16] CAL. BUS. & PROF. CODE § 11535.

[17] CAL. BUS. & PROF. CODE §§ 11500-11641.

and there is, therefore, no division of land which brings the statute into play.[18]

Whatever the type of map, it must be three dimensional. Usually there will be a map page for each floor of the building, outlining the apartments exactly and delineating other private and public areas, and stating the floor and ceiling height of apartments, and, possibly, other areas, by reference to city datum elevations. Many of the existing and proposed condominium maps contain notes to the effect that the living units comprise the interior—or unfurnished interior—wall, ceiling and floor surfaces, and the space encompassed, as shown on the map, and then specifically define the common areas as everything else within the exterior lines of the real property on which the condominium units are constructed. The living units are identified by number or letter. A deed then can describe the interest to be conveyed as a fee in an identified unit and a fractional interest in the common area. It is essential, of course, that the common area include everything within the exterior property lines not included within in individual units.

The map must be drawn in sufficient detail so that the exact location of the units will be shown. Buildings may settle or move, and they aren't always built exactly in accordance with specifications. This problem can be met in two ways. First, the map either should not be prepared until the building is so far constructed that the map will represent the building in place, or, if the map should be prepared earlier, a certificate should be required from the engineer that the building as constructed conforms substantially to the map. In addition, by provisions in the restrictions or by easements in deeds, reciprocal encroachment easements should be provided for the life of the building for both units and common areas which may in fact intrude into areas supposedly occupied by something else.

A further problem arises when, in addition to an apartment or living unit, an owner is to be given the exclusive use of a separate garage, storage area, balcony, patio or the like. If these are shown on the map with the same particularity as the living unit, they may be conveyed in fee. But often it is difficult to show them on a map. Garage floors may not be level, and in the case of balconies and patios there will be less than six surfaces to define the area. One solution is to include these in the common area, but to provide for their use by creating exclusive easements. Then these easements will be excepted generally from the transfers of the common area, but included individually in the various deeds as appurtenant to the appropriate living units. A solution like this is relatively simple and effective from the standpoint of conveyanc-

[18] Opinion of Roger Arnebergh, City Atty., to John E. Roberts, May 10, 1962.

ing and title insurance, at least in the first instance. Whether it will remain satisfactory in the long run might be questioned. In many cases owners of co-operative units have switched garages, or storage spaces, even replacing the numbers physically installed on the property in some instances. (This points up the need for an adequately marked map.) If the use of a garage area is treated as an easement appurtenant to the fee ownership of a living unit, and owners decide they want to trade garages, the situation could be rather confused if not handled properly. It is a little uncomfortable to speculate on the types of problems that could be created by inept handling of transfers of condominium ownerships. Is it possible to separate the fee ownership from the ownership of the common area? Or could an owner, for example, one who doesn't swim convey his interest in the swimming pool to someone who doesn't live in the condominium? Is it possible, on the other hand, by deed, declaration or agreement to prevent the separation of the common area ownership from the ownership of an apartment in fee? If it is attempted, and is to run for an indefinite period, the Rule Against Perpetuities may be violated. What happens if a decree of distribution transfers the fee to a specific distributee, and does not describe the common area, but there is an omnibus clause in favor of other persons? Limitations upon use and other provisions in the restrictions can minimize the possibility of an outsider being able to use common facilities such as a swimming pool, but it is hard to forecast what sort of technical conveyancing problems may develop in the future. Thus far we have been thinking of condominiums largely from the standpoint of the original transaction between the developer and the first buyer, and here the problems may be controlled rather easily.

In one or two cases this interesting problem has come up where the condominium units are a series of one story or garden apartments. At the time the first units are conveyed, some of the units have not yet been located. Of necessity, these later units will have to be within the common area. If, for example, 50 units in all are contemplated, and the first 10 unit owners each acquire 1/50th of the common area before the last 20 units are located on the ground or on a map, the approval of the purchasers of those first 10 units is needed to permit the construction of additional units, and conveyances will be needed from them, together with partial reconveyances from lenders who have made them loans, in order for later units to be sold and a clear title given to the fee interest. In at least one case this problem was solved by provisions in the earlier deeds reserving to the grantor the right to build not more than a specified number of additional units, and, as to those additional units, to revoke the conveyance of the fractional interest in the common area. This

enables the developer, upon exercise of the power to revoke after completion of the later units, to convey to purchasers the full fee in those units.[19] This right to revoke, and to construct other units, should be limited to a specific time which will not violate the Rule Against Perpetuities.

So long as a condominium structure remains in place, fee ownership of units is essential. But if the structure is destroyed, the ownership of chunks of space may prevent the majority from disposing of or using the property. If the building is destroyed, the real property in which the condominium was created must be dealt with as a unit. If an owner is unavailable, or refuses to cooperate, partition is available as a remedy to force the sale of his undivided interest, but partition under the present law cannot be brought by an owner in fee against an adjoining owner in fee.[20]

Some lenders and developers believe the solution lies in the use of a determinable fee. The developer could convey to each purchaser a fee interest in a unit which would continue so long as the building was not substantially destroyed, and thereafter unless it was decided not to rebuild. To avoid continued uncertainty, it would be presumed that the owners had decided not to rebuild if they failed to agree to or commence rebuilding within a specified time. Each purchaser also would receive an undivided fractional interest in all of the units, this interest to cover only the period following destruction and determination not to rebuild. For illustration, assume there are 20 units in the condominium building. A purchaser would receive: (1) a 1/20th of the common area as a tenant in common; (2) unit No. —— in fee, so long as the building remains undestroyed, and thereafter unless a decision is reached not to rebuild; and (3) an undivided 1/20th interest in units 1 through 20, after destruction and decision not to rebuild. This latter undivided interest could not be created in the original grant in favor of the grantee who purchases a condominium unit, as it would not vest within the time permitted by the Rule Against Perpetuities.[21] But if the possibility of reverter was created as a result of the creation of a determinable fee in all of the units in another party, that interest could be transferred to the unit owners. An illustration may be helpful. Before conveying any interest to the actual unit purchasers, A would convey to B all of the units so long as—(the determinable fee), and all of the common area. Thus A would retain an interest in the units, a possibility of reverter, with the right of possession postponed until after destruc-

[19] CAL. CIV. CODE § 1229; Tennant v. Tennant Memorial Home, 167 Cal. 570, 140 Pac. 242 (1914).

[20] See CAL. CODE CIV. PROC. § 752.

[21] CAL. CIV. CODE § 715.2.

tion and determination not to rebuild. Then two deeds would be made to each unit purchaser; B would convey the determinable fee in the unit plus the appropriate fractional interest in the common area, and A would convey the fractional interest in the possibility of reverter as to all of the units.

This procedure is not entirely free of possible perpetuity problems. There is little law in California upholding the determinable fee, but it has been recognized in connection with oil leaseholds.[22] The *Victory Oil* case[23] poses a possible problem in its holding that a provision in a deed excepting oil and other hydrocarbon substances for 20 years and so long thereafter as oil, gas or other minerals may be produced therefrom in paying quantities failed to create an immediate vested interest in the oil in the grantee, and, therefore, the attempted grant of oil was void under the Rule Against Perpetuities. The court stated that the grantee acquired no interest since the vesting was "dependent upon a dubious, uncertain future event and was therefore a contingent interest."[24] Had the situation been turned around so that the grantor would have granted an interest so long as oil and gas were produced in paying quantities, the interest retained by the grantor would have been considered valid in California. This situation, not the *Victory Oil* situation, appears to be the one involved in the determinable fee suggested for condominium projects. There are a number of cases dealing with possibility of reverter and rights of re-entry holding that the reservation of such a right is valid, and there is an immediate vesting in the grantor, although the estate may come into the grantee's possession only at some indefinite time in the future, and, perhaps, never.[25]

It is possible that the reserved interest in the above condominium illustration would be construed as a conditional limitation rather than a determinable fee. However, the interests do not appear to be subject to the Rule Against Perpetuities regardless of what they might be called, and may be transferred, regardless of their character.[26]

Some title insurers are willing to insure, on the basis of the type of transaction outlined above, that a condominium owner owns an interest in a unit which will terminate on the happening of certain conditions after destruction of the premises, and that thereafter that owner has an

[22] Dabney v. Edwards, 5 Cal. 2d 1, 53 P.2d 962 (1935).

[23] Victory Oil Co. v. Hancock Oil Co., 125 Cal. App. 2d 222, 270 P.2d 604 (1954).

[24] *Id.* at 231, 270 P.2d at 611.

[25] See Jones, 7 U.C.L.A. L. REV. 261 (1960); Brown v. Terra Bella Irrigation District, 51 Cal. 2d 33, 330 P.2d 775 (1958); Strong v. Shatto, 45 Cal. App. 29, 187 Pac. 159 (1919); CAL. CIV. CODE §§ 768, 773.

[26] See CAL. CIV. CODE § 1046; Taylor v. Continental So. Corp., 131 Cal. App. 2d 267, 280 P.2d 514 (1955); Firth v. Marovich, 160 Cal. 257, 116 Pac. 729 (1911); 1 AMERICAN LAW OF PROPERTY §§ 530-531 (1952); RESTATEMENT OF PROPERTY §§ 159-161 (1936).

undivided fractional interest in all the units. This is in addition to the owner's fractional interest in the common area. In effect, the insurer is willing to insure that a court would recognize the right of partition after destruction of the building. Of course, the insurer would have to be satisfied with the documents and language used in creating the various interests.

Another device which has been suggested as a means for obtaining the interests of all owners after destruction of the condominium units is a power of attorney. This would be contained in a declaration of restrictions, and would be adopted specifically by each owner as he obtained title to a unit. It is questionable whether a delegation by an owner to the manager or someone else, authorizing the conveyance of his interest on the happening of certain events, could bind a subsequent purchaser from, or other successor to, the original unit owner without the specific consent of that party. The power to convey is more than a covenant or servitude. An ordinary power of attorney would not survive the life of the party or his own conveyance of the property.[27] A power to sell given a management body does not fall within the ordinary concept of a power coupled with an interest, with the agent having an interest in the subject matter. The law concerning the extent of the concept of power coupled with an interest is not clear,[28] and a title insurer would be very unlikely to insure a sale by a management agent under such a power. I believe that title insurers will be unwilling to insure the validity of an act by the attorney in fact unless he is specifically authorized to act by all of the persons he purports to represent.

Some condominium developers propose to create easements in the common area appurtenant to the individually owned units. Are these valid and insurable in the light of the basic law that a person cannot have an easement across his own property?[29] It appears that they are valid. It is no obstacle to the existence of an easement that the owner of the dominant tenement also owns an undivided interest in the servient tenement. If the existence of the easement is to be prevented, the estate in the dominant and servient tenements must be coextensive.[30] Title insurers generally seem willing to insure easements as appurtenant to units where they are properly granted and reserved in favor of a co-owner or fee owner against other co-owners or owners in fee. Exclusive easements in balconies, garages, storage spaces, *etc.*, and easements for

[27] CAL. CIV. CODE §§ 2355, 2356.

[28] See McColgan v. Bank of California, 208 Cal. 329, 281 Pac. 381 (1929); Lane Mortgage Co. v. Crenshaw, 93 Cal. App. 411, 269 Pac. 672 (1928).

[29] CAL. CIV. CODE §§ 805, 811(1).

[30] Porto v. Vosti, 136 Cal. App. 2d 395, 288 P.2d 618 (1955); Cheda v. Bodkin, 173 Cal. 7, 158 Pac. 1025 (1916).

encroachments, have been mentioned above. The non-exclusive easements most commonly suggested are those for support, and ingress and egress for foot traffic and for the purpose of entering to make repairs. While a co-tenant already has a possessory right and therefore a right of ingress and egress, and there probably is an implied easement for support acquired by a party who owns an apartment above the ground, specific easements may be helpful in clarifying and defining the exact position of the parties.

Only a few of the provisions of the condominium declaration of restrictions affect the title insurer. All the provisions of the declaration will be treated as exceptions to title and shown as such in title insurance reports and policies. In most cases, title insurers undoubtedly will not be willing to give affirmative insurance relative to the enforceability of provisions in the declaration. If lenders are to be insured, and the declaration contains conditions subsequent, an adequate provision will be required subordinating the possibility of reverter or re-entry to the interest of the mortgagee. This is standard practice in connection with subdivisions generally. Most of the declarations proposed for condominium projects also provide for liens against the unit owner who fails to pay his share of the cost of operation of the project. This lien also should be subordinated to the interest of the lender. This protection of the priority of the lender is not merely desirable; it is essential as most institutional lenders are required by law or regulation to have a first lien in making loans secured by real property.[31]

The lien based on non-payment of maintenance assessments is of interest to the title insurer from at least two standpoints. The first is the manner of its creation. If the lien exists only from the time of recording, there is no problem, but if it is in effect a secret lien, for example one that may exist as a result merely of non-payment of an assessment, some simple method should be provided for a binding determination of whether there is a lien or not. This could be accomplished by giving the manager of the project the power to bind himself and all of the owners, as against a third party, by a written statement of the existence or non-existence of a lien and its amount. Second, there is the manner in which the lien may be enforced. An approach which may be used is to provide for court foreclosure as in the case of a mortgage, or to permit foreclosure as in the case of a mechanics' lien.[32] It has been suggested that such a lien might be enforced by private sale as in the case of a deed of trust. The cases recognize the validity of a power

[31] In California this requirement exists as to commercial banks, savings banks, and savings & loan associations because of Financial Code §§ 1227, 1413 and 7102.

[32] There is a discussion of enforceability in Friedman and Herbert, *supra* note 11, at 309-11.

of sale conferred by a mortgage. It is doubtful, however, that a lien created by virtue of a declaration of restrictions can qualify as a mortgage. Title insurers probably would not be willing to insure the validity of such private sale foreclosures. It always should be made clear that the lien affects all the interest of the debtor, that is, his interest in the common area as well as the unit he owns.

Most of the proposed declarations seem to contain language attempting to prohibit judicial partition of the common area. Generally, an agreement not to partition is enforceable, at least so long as it does not run for an unreasonable time.[33] It is possible that such an agreement could be construed as restraining alienation, but it would seem reasonable that in this type of case partition could be prohibited for the life of the building. However, there seems to be no California law specifically supporting this proposition. It is very unlikely that a title insurer will be willing to guarantee the validity of this type of clause.

A title insurer also will be interested in the right of first refusal if such a provision is included in the declaration. While such a clause would be held unenforceable if it were a vehicle for accomplishing a race restriction, it could be a valid device to control the tenancy of the project, and would have to be treated as such unless the contrary were established. Therefore, when a unit is sold by someone other than the original developer, it will be necessary for an insurer to determine whether the opportunity has been given for exercise of the right of refusal, and the right to purchase has been rejected. From the standpoint of the title company the declaration should set up a simple conclusive method for establishing this. There also may be a question as to whether the right of refusal is an option subject to the Rule Against Perpetuities. Many of the proposed declarations do limit this right of refusal to a specific period permitted by statute.

A large committee, with representation from builders, lenders, real estate brokers, state agencies, assessors, title insurers and others, has been attempting to prepare legislation for presentation to the California Legislature in 1963. Legislation is discussed in more detail in the first article in this issue. If the present draft of this proposed legislation were adopted, many of the problems I have discussed would be eliminated or simplified. Civil Code section 659 would be amended to specifically include air space within the definition of land. There would be a provision permitting partition as among all of the condominium owners, not only after destruction, but possibly in other situations. For example, partition might be permitted after 50 years

[33] Nazzisi v. Nazzisi, 21 Cal. Rptr. 396 (1962); Miranda v. Miranda, 81 Cal. App. 2d 61, 183 P.2d 61 (1947); Asels v. Asels, 43 Cal. App. 574, 185 Pac. 419 (1919).

from the creation of the project provided more than half of the owners requested it. The statute then would prohibit partition in other cases, thus eliminating the possibility of one disgruntled owner attempting to partition the common area. The statute permitting partition would, of course, eliminate the complicated determinable fee arrangement.

There would be a statutory presumption that the conveyance or other transfer of a condominium unit would automatically carry with it the interest in the common area. The statute would define the boundaries of units and indicate the extent of the common area, subject to specific modification in deeds, etc. There would be provisions for easements for encroachment and ingress and egress, also subject to modification in specific cases. There would be provisions governing the creation, priority and enforcement of assessment liens for maintenance, etc. There would be a provision permitting the use of record of survey maps and eliminating the necessity for the use of subdivision maps. These all are changes which would be welcomed by title insurers and should greatly simplify the legal problems surrounding condominiums.