

Effective 5/12/2020

Superseded 5/3/2023

57-8-3 Definitions.

As used in this chapter:

- (1) "Assessment" means any charge imposed by the association, including:
 - (a) common expenses on or against a unit owner pursuant to the provisions of the declaration, bylaws, or this chapter; and
 - (b) an amount that an association of unit owners assesses to a unit owner under Subsection 57-8-43(9)(g).
- (2) "Association of unit owners" or "association" means all of the unit owners:
 - (a) acting as a group in accordance with the declaration and bylaws; or
 - (b) organized as a legal entity in accordance with the declaration.
- (3) "Building" means a building, containing units, and comprising a part of the property.
- (4) "Commercial condominium project" means a condominium project that has no residential units within the project.
- (5) "Common areas and facilities" unless otherwise provided in the declaration or lawful amendments to the declaration means:
 - (a) the land included within the condominium project, whether leasehold or in fee simple;
 - (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
 - (c) the basements, yards, gardens, parking areas, and storage spaces;
 - (d) the premises for 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, and incinerating;
 - (f) the 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.
- (6) "Common expenses" means:
 - (a) all sums lawfully assessed against the unit 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 unit owners; and
 - (d) expenses declared common expenses by this chapter, or by the declaration or the bylaws.
- (7) "Common profits," unless otherwise provided in the declaration or lawful amendments to the declaration, means the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses.
- (8) "Condominium" means the ownership of a single unit in a multiunit project together with an undivided interest in common in the common areas and facilities of the property.
- (9) "Condominium plat" means a plat or plats of survey of land and units prepared in accordance with Section 57-8-13.
- (10) "Condominium project" means a real estate condominium project; a plan or project whereby two or more units, whether contained in existing or proposed apartments, commercial or industrial buildings or structures, or otherwise, are separately offered or proposed to be offered for sale. Condominium project also means the property when the context so requires.
- (11) "Condominium unit" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit. Any reference in this chapter to a condominium unit

includes both a physical unit together with its appurtenant undivided interest in the common areas and facilities and a time period unit together with its appurtenant undivided interest, unless the reference is specifically limited to a time period unit.

- (12) "Contractible condominium" means a condominium project from which one or more portions of the land within the project may be withdrawn in accordance with provisions of the declaration and of this chapter. If the withdrawal can occur only by the expiration or termination of one or more leases, then the condominium project is not a contractible condominium within the meaning of this chapter.
- (13) "Convertible land" means a building site which is a portion of the common areas and facilities, described by metes and bounds, within which additional units or limited common areas and facilities may be created in accordance with this chapter.
- (14) "Convertible space" means a portion of the structure within the condominium project, which portion may be converted into one or more units or common areas and facilities, including limited common areas and facilities in accordance with this chapter.
- (15) "Declarant" means all persons who execute the declaration or on whose behalf the declaration is executed. From the time of the recordation of any amendment to the declaration expanding an expandable condominium, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within this definition. Any successors of the persons referred to in this subsection who come to stand in the same relation to the condominium project as their predecessors also come within this definition.
- (16) "Declaration" means the instrument by which the property is submitted to the provisions of this act, as it from time to time may be lawfully amended.
- (17) "Electrical corporation" means the same as that term is defined in Section 54-2-1.
- (18) "Expandable condominium" means a condominium project to which additional land or an interest in it may be added in accordance with the declaration and this chapter.
- (19) "Gas corporation" means the same as that term is defined in Section 54-2-1.
- (20) "Governing documents":
 - (a) means a written instrument by which an association of unit owners may:
 - (i) exercise powers; or
 - (ii) manage, maintain, or otherwise affect the property under the jurisdiction of the association of unit owners; and
 - (b) includes:
 - (i) articles of incorporation;
 - (ii) bylaws;
 - (iii) a plat;
 - (iv) a declaration of covenants, conditions, and restrictions; and
 - (v) rules of the association of unit owners.
- (21) "Independent third party" means a person that:
 - (a) is not related to the unit owner;
 - (b) shares no pecuniary interests with the unit owner; and
 - (c) purchases the unit in good faith and without the intent to defraud a current or future lienholder.
- (22) "Judicial foreclosure" means a foreclosure of a unit:
 - (a) for the nonpayment of an assessment;
 - (b) in the manner provided by law for the foreclosure of a mortgage on real property; and
 - (c) as provided in this chapter.
- (23) "Leasehold condominium" means a condominium project in all or any portion of which each unit owner owns an estate for years in his unit, or in the land upon which that unit is situated, or both, with all those leasehold interests to expire naturally at the same time. A condominium

- project including leased land, or an interest in the land, upon which no units are situated or to be situated is not a leasehold condominium within the meaning of this chapter.
- (24) "Limited common areas and facilities" means those common areas and facilities designated in the declaration as reserved for use of a certain unit or units to the exclusion of the other units.
- (25) "Majority" or "majority of the unit owners," unless otherwise provided in the declaration or lawful amendments to the declaration, means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common areas and facilities.
- (26) "Management committee" means the committee as provided in the declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules covering the operation and maintenance of the property.
- (27) "Management committee meeting" means a gathering of a management committee, whether in person or by means of electronic communication, at which the management committee can take binding action.
- (28)
- (a) "Means of electronic communication" means an electronic system that allows individuals to communicate orally in real time.
- (b) "Means of electronic communication" includes:
- (i) web conferencing;
 - (ii) video conferencing; and
 - (iii) telephone conferencing.
- (29) "Mixed-use condominium project" means a condominium project that has both residential and commercial units in the condominium project.
- (30) "Nonjudicial foreclosure" means the sale of a unit:
- (a) for the nonpayment of an assessment;
 - (b) in the same manner as the sale of trust property under Sections 57-1-19 through 57-1-34; and
 - (c) as provided in this chapter.
- (31) "Par value" means a number of dollars or points assigned to each unit by the declaration. Substantially identical units shall be assigned the same par value, but units located at substantially different heights above the ground, or having substantially different views, or having substantially different amenities or other characteristics that might result in differences in market value, may be considered substantially identical within the meaning of this subsection. If par value is stated in terms of dollars, that statement may not be considered to reflect or control the sales price or fair market value of any unit, and no opinion, appraisal, or fair market transaction at a different figure may affect the par value of any unit, or any undivided interest in the common areas and facilities, voting rights in the unit owners' association, liability for common expenses, or right to common profits, assigned on the basis thereof.
- (32) "Period of administrative control" means the period of control described in Subsection 57-8-16.5(1).
- (33) "Person" means an individual, corporation, partnership, association, trustee, or other legal entity.
- (34) "Property" means the land, whether leasehold or in fee simple, the building, if any, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
- (35) "Record," "recording," "recorded," and "recorder" have the meaning stated in Chapter 3, Recording of Documents.
- (36) "Rentals" or "rental unit" means:
- (a) a unit that:
 - (i) is not owned by an entity or trust; and

- (ii) is occupied by an individual while the unit owner is not occupying the unit as the unit owner's primary residence; or
 - (b) an occupied unit owned by an entity or trust, regardless of who occupies the unit.
- (37) "Size" means the number of cubic feet, or the number of square feet of ground or floor space, within each unit as computed by reference to the record of survey map and rounded off to a whole number. Certain spaces within the units including attic, basement, or garage space may be omitted from the calculation or be partially discounted by the use of a ratio, if the same basis of calculation is employed for all units in the condominium project and if that basis is described in the declaration.
- (38) "Time period unit" means an annually recurring part or parts of a year specified in the declaration as a period for which a unit is separately owned and includes a timeshare estate as defined in Section 57-19-2.
- (39) "Unconstructed unit" means a unit that:
- (a) is intended, as depicted in the condominium plat, to be fully or partially contained in a building; and
 - (b) is not constructed.
- (40)
- (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries.
 - (b) "Unit" includes one or more rooms or spaces located in one or more floors or a portion of a floor in a building.
 - (c) "Unit" includes a convertible space, in accordance with Subsection 57-8-13.4(3).
- (41) "Unit number" means the number, letter, or combination of numbers and letters designating the unit in the declaration and in the record of survey map.
- (42) "Unit owner" means the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in the declaration or, in the case of a leasehold condominium project, the person or persons whose leasehold interest or interests in the condominium unit extend for the entire balance of the unexpired term or terms.