Chapter 8a
Community Association Act

Part 1
General Provisions

57-8a-101 Title.

This chapter is known as the "Community Association Act."

Enacted by Chapter 153, 2004 General Session

57-8a-102 Definitions.

As used in this chapter:

(1)
(a) "Assessment" means a charge imposed or levied:
(i) by the association;
(ii) on or against a lot or a lot owner; and
(iii) in accordance with a governing document recorded with the county recorder.
(b) "Assessment" includes:
(i) a common expense; and
(ii) an amount assessed against a lot owner under Subsection 57-8a-405(7).

(2)
(a) Except as provided in Subsection (2)(b), "association" means a corporation or other legal entity, any member of which:
(i) is an owner of a residential lot located within the jurisdiction of the association, as described in the governing documents; and
(ii) by virtue of membership or ownership of a residential lot is obligated to pay:
(A) real property taxes;
(B) insurance premiums;
(C) maintenance costs; or
(D) for improvement of real property not owned by the member.
(b) "Association" or "homeowner association" does not include an association created under Chapter 8, Condominium Ownership Act.

(3) "Board meeting" means a gathering of a board, whether in person or by means of electronic communication, at which the board can take binding action.

(4) "Board of directors" or "board" means the entity, regardless of name, with primary authority to manage the affairs of the association.

(5) "Common areas" means property that the association:
(a) owns;
(b) maintains;
(c) repairs; or
(d) administers.

(6) "Common expense" means costs incurred by the association to exercise any of the powers provided for in the association's governing documents.

(7)

(a) "Declarant" means the person who executes a declaration and submits the declaration for recording in the office of the recorder of the county in which the property described in the declaration is located.
(b) "Declarant" includes:
(i) the successor and assign of the person described in Subsection (7)(a); and
(ii) an affiliate or related business entity of the person described in Subsection (7)(a).
(8) "Development right" means any right or combination of rights a declarant reserves in the declaration to:
(a) add real estate to an association;
(b) create lots, common elements, or limited common elements within an association;
(c) subdivide lots or convert lots into common elements; or
(d) withdraw real estate from an association.
(9) "Director" means a member of the board of directors.
(10) "Electrical corporation" means the same as that term is defined in Section 54-2-1.
(11) "Gas corporation" means the same as that term is defined in Section 54-2-1.
(12)
(a) "Governing documents" means a written instrument by which the association may:
(i) exercise powers; or
(ii) manage, maintain, or otherwise affect the property under the jurisdiction of the association.
(b) "Governing documents" includes:
(i) articles of incorporation;
(ii) bylaws;
(iii) a plat;
(iv) a declaration of covenants, conditions, and restrictions; and
(v) rules of the association.
(13) "Independent third party" means a person that:
(a) is not related to the owner of the residential lot;
(b) shares no pecuniary interests with the owner of the residential lot; and
(c) purchases the residential lot in good faith and without the intent to defraud a current or future lienholder.
(14) "Judicial foreclosure" means a foreclosure of a lot:
(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 Part 3, Collection of Assessments.
(15) "Lease" or "leasing" means regular, exclusive occupancy of a lot:
(a) by a person or persons other than the owner; and
(b) for which the owner receives a consideration or benefit, including a fee, service, gratuity, or emolument.
(16) "Limited common areas" means common areas described in the declaration and allocated for the exclusive use of one or more lot owners.
(17) "Lot" means:
(a) a lot, parcel, plot, or other division of land:
(i) designated for separate ownership or occupancy; and
(ii)
(A) shown on a recorded subdivision plat; or
(B) the boundaries of which are described in a recorded governing document; or
(b)

(i) a unit in a condominium association if the condominium association is a part of a development; or
(ii) a unit in a real estate cooperative if the real estate cooperative is part of a development.
(18) "Manager" means a person with whom the board enters into a contract for the person to:
(a) provide administrative or financial services for the association; or
(b) act on behalf of the association in accordance with this chapter.
(19)
(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.
(20) "Mixed-use project" means a project under this chapter that has both residential and commercial lots in the project.
(21) "Nonjudicial foreclosure" means the sale of a lot:
(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 Part 3, Collection of Assessments.
(22) "Period of administrative control" means the period during which the person who filed the association's governing documents or the person's successor in interest retains authority to:
(a) appoint or remove members of the association's board of directors; or
(b) exercise power or authority assigned to the association under the association's governing documents.
(23) "Political sign" means any sign or document that advocates:
(a) the election or defeat of a candidate for public office; or
(b) the approval or defeat of a ballot proposition.
(24) "Protected area" means the same as that term is defined in Section 77-27-21.7.
(25) "Rentals" or "rental lot" means:
(a) a lot that:
(i) is not owned by an entity or trust; and
(ii) is occupied by an individual while the lot owner is not occupying the lot as the lot owner's primary residence;
(b) an occupied lot owned by an entity or trust, regardless of who occupies the lot; or
(c) an internal accessory dwelling unit as defined in Section 10-21-101 or 17-80-101.
(26) "Residential lot" means a lot, the use of which is limited by law, covenant, or otherwise to primarily residential or recreational purposes.
(27)
(a) "Rule" means a policy, guideline, restriction, procedure, or regulation of an association that:
(i) is not set forth in a contract, easement, article of incorporation, bylaw, or declaration; and
(ii) governs:
(A) the conduct of persons; or
(B) the use, quality, type, design, or appearance of real property or personal property.
(b) "Rule" does not include the internal business operating procedures of a board.
(28) "Sex offender" means an individual who is a sex offender as described in Subsection 53-29-202(2)(b) if the offense that the individual committed that resulted in the individual being a sex offender was committed against an individual younger than 18 years old.
(29) "Solar energy system" means:

(a) a system that is used to produce electric energy from sunlight; and
(b) the components of the system described in Subsection (29)(a).

Amended by Chapter 62, 2026 General Session

57-8a-103 Scope of chapter -- Applicability of chapter.

(1) Remedies provided in this chapter, by law, or in equity are not mutually exclusive.
(2) This chapter applies to an association if:
(a) the association's declaration states that this chapter applies; or
(b) if the association's declaration does not state whether this chapter or Chapter 8, Condominium Ownership Act, applies to the lot, the plats within the association are not designated as condominium plats.
(3) This section applies regardless of when an association is created.

Amended by Chapter 62, 2026 General Session

57-8a-104 Limitation on requirements for amending governing documents -- Limitation on contracts.

(1)
(a)
(i) To amend the governing documents, the governing documents may not require:
(A) for an amendment adopted after the period of administrative control, the vote or approval of lot owners with more than 67% of the voting interests;
(B) the approval of any specific lot owner; or
(C) the vote or approval of lien holders holding more than 67% of the first position security interests secured by a mortgage or trust deed in the association.
(ii) An amendment to the declaration after the period of administrative control may be adopted by a majority vote of voters, or a greater percentage if required in the declaration, at a meeting where at least 51% of the voting interests are present.
(iii) Any provision in the governing documents that prohibits a vote or approval to amend any part of the governing documents during a particular time period is invalid.
(iv) The board may not amend the declaration.
(b) Subsection (1)(a) does not apply to an amendment affecting only:
(i) lot boundaries; or
(ii) lot owner's voting rights.
(2)
(a) A contract for services such as garbage collection, maintenance, lawn care, or snow removal executed on behalf of the association during a period of administrative control is binding beyond the period of administrative control unless terminated by the board of directors after the period of administrative control ends.
(b) Subsection (2)(a) does not apply to golf course and amenity management, utilities, cable services, and other similar services that require an investment of infrastructure or capital.
(3) Voting interests under Subsection (1) are calculated in the manner required by the governing documents.
(4) Nothing in this section affects any other rights reserved by the person who filed the association's original governing documents or a successor in interest.
(5) This section applies to an association regardless of when the association is created.

Amended by Chapter 226, 2025 General Session

57-8a-105 Registration with Department of Commerce.

(1) As used in this section:
(a) "Department" means the Department of Commerce created in Section 13-1-2.
(b) "Office" means the Office of the Homeowners' Association Ombudsman created in Section 13-79-102.
(2)
(a) No later than 90 days after the recording of a declaration of covenants, conditions, and restrictions establishing an association, the association shall register with the department in the manner established by the department.
(b) An association existing under a declaration of covenants, conditions, and restrictions recorded before May 10, 2011, shall, no later than July 1, 2011, register with the department in the manner established by the department.
(3) The department shall require an association registering as required in this section to provide with each registration:
(a) the name and address of the association;
(b) the name, telephone number, and, if applicable, email address of the chair of the association board;
(c) contact information for the manager;
(d) the name, address, telephone number, and, if the contact person wishes to use email or facsimile transmission for communicating payoff information, the email address or facsimile number, as applicable, of a primary contact person who has association payoff information that a closing agent needs in connection with the closing of a lot owner's financing, refinancing, or sale of the owner's lot;
(e) a registration fee that the department sets in accordance with Section 63J-1-504; and
(f) a statement of whether or not the association imposes a reinvestment fee or a transfer fee in accordance with Section 57-1-46.
(4)
(a) An association shall annually renew the association's registration described in Subsection (2).
(b) The department may impose and set the amount of a renewal registration fee in accordance with Section 63J-1-504.
(5) An association that has registered under Subsection (2) shall submit to the department an update to the association's registration information, in the manner established by the department, within 90 days after a change in any of the information provided under Subsection (3).
(6)
(a) During any period of noncompliance with the registration requirement described in Subsection (2) or the requirement for an updated registration described in Subsection (5):
(i) a lien may not arise under Section 57-8a-301; and
(ii) an association may not enforce an existing lien that arose under Section 57-8a-301.
(b) A period of noncompliance with the registration requirement of Subsection (2) or with the updated registration requirement of Subsection (5) does not begin until after the expiration of the 90-day period specified in Subsection (2) or (5), respectively.
(c) An association that is not in compliance with the registration requirement described in Subsection (2) may end the period of noncompliance by registering with the department in the manner established by the department under Subsection (2).

(d) An association that is not in compliance with the updated registration requirement described in Subsection (5) may end the period of noncompliance by submitting to the department an updated registration in the manner established by the department under Subsection (5).
(e) Except as described in Subsection (6)(f), beginning on the date an association ends a period of noncompliance:
(i) a lien may arise under Section 57-8a-301 for any event that:
(A) occurred during the period of noncompliance; and
(B) would have given rise to a lien under Section 57-8a-301 had the association been in compliance with the registration requirements described in this section; and
(ii) an association may enforce a lien described in this Subsection (6)(e) or a lien that existed before the period of noncompliance.
(f) If an owner's residential lot is conveyed to an independent third party during a period of noncompliance described in this Subsection (6):
(i) a lien that arose under Section 57-8a-301 before the conveyance of the residential lot became final is extinguished when the conveyance of the residential lot becomes final; and
(ii) an event that occurred before the conveyance of the residential lot became final, and that would have given rise to a lien under Section 57-8a-301 had the association been in compliance with the registration requirements of this section, may not give rise to a lien under Section 57-8a-301 if the conveyance of the residential lot becomes final before the association ends the period of noncompliance.
(7) On the office's website, the office shall provide a disclaimer that states that a person may not rely upon the disclosure of a reinvestment fee or transfer fee that an association makes in accordance with Subsection (3)(f) when creating a document associated with the purchase of real property burdened by the reinvestment fee or transfer fee.

Amended by Chapter 123, 2026 General Session

57-8a-105.1 Information required before sale to independent third party.
(1) Before the sale of a lot under the jurisdiction of an association to an independent third party, the grantor shall provide to the independent third party:
(a) a copy of the association's recorded governing documents; and
(b) a link or other access point to the educational materials described in Subsection 13-79-103(4).
(2) The grantor shall provide the information described in Subsection (1) before closing.
(3) The association shall, upon request by the grantor, provide to the grantor the information described in Subsection (1).
(4) This section applies to each association, regardless of when the association is formed.

Amended by Chapter 62, 2026 General Session

57-8a-106 Fee for providing payoff information needed at closing.
(1) Unless specifically authorized in the declaration of covenants, conditions, and restrictions, the bylaws, or the rules, an association may not charge a fee for providing association payoff information needed in connection with the financing, refinancing, or closing of a lot owner's sale of the owner's lot.
(2) An association may not:
(a) require a fee described in Subsection (1) that is authorized in the declaration of covenants, conditions, and restrictions, the bylaws, or the rules to be paid before closing; or

(b) charge the fee if it exceeds $50.

(3)

(a) An association that fails to provide information described in Subsection (1) within five business days after the closing agent requests the information may not enforce a lien against that unit for money due to the association at closing.

(b) A request under Subsection (3)(a) is not effective unless the request:

(i) is conveyed in writing to the primary contact person designated under Subsection 57-8a-105(3)(d);

(ii) contains:

(A) the name, telephone number, and address of the person making the request; and

(B) the facsimile number or email address for delivery of the payoff information; and

(iii) is accompanied by a written consent for the release of the payoff information:

(A) identifying the person requesting the information as a person to whom the payoff information may be released; and

(B) signed and dated by an owner of the lot for which the payoff information is requested.

(4) This section applies to each association, regardless of when the association is formed.

Amended by Chapter 369, 2012 General Session

57-8a-107 Amending the declaration to make provisions of this chapter applicable.

(1) An association may amend the declaration to make applicable to the association a provision of this chapter that is enacted after the creation of the association, by complying with:

(a) the amendment procedures and requirements specified in the declaration and applicable provisions of this chapter; or

(b) the amendment procedures and requirements of this chapter, if the declaration being amended does not contain amendment procedures and requirements.

(2) If an amendment under Subsection (1) adopts a specific section of this chapter:

(a) the amendment grants a right, power, or privilege permitted by that specific section; and

(b) all correlative obligations, liabilities, and restrictions in that section also apply.

Enacted by Chapter 152, 2013 General Session

57-8a-108 Rules against perpetuities and unreasonable restraints -- Insubstantial failure to comply.

(1) The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat a provision of a governing document.

(2)

(a) A declaration that fails to comply with this chapter does not render a title to a lot and common areas unmarketable or otherwise affect the title if the failure is insubstantial.

(b) This chapter does not affect whether a substantial failure impairs marketability.

Enacted by Chapter 152, 2013 General Session

57-8a-109 Approval of plans.

(1) As used in this section:

(a) "Fire-resistant material" means a material designed and tested to resist ignition, slow the spread of fire, or withstand high temperatures, including:

(i) Class A roofing;

(ii) non-combustible siding;
(iii) a fiber cement product;
(iv) metal roofing; or
(v) fire-rated gypsum board.
(b) "Lot plans" means plans:
(i) for the construction or improvement of a lot; and
(ii) that are required to be approved by the association before the lot construction or improvement may occur.
(c) "Plan fee" means a fee that an association charges for review and approval of lot plans.
(2) An association may not charge a plan fee that exceeds the actual cost of reviewing and approving the lot plans.
(3) An association may not prohibit, unreasonably restrict, deny, or delay a plan due to the plan's inclusion of a fire-resistant material in an area with heightened risk of wildfire.
(4) If the association denies a lot plan, the association shall provide written notice to the lot owner specifying:
(a) each governing document provision on which the association relied when denying the plan; and
(b) the specific aspect of the proposed plan that does not conform to the specified governing document provision.

Amended by Chapter 226, 2025 General Session

Part 2
Administrative Provisions

57-8a-201 Payment of a common expense or assessment -- Late fees.
(1) An owner shall pay the owner's proportionate share of:
(a) the common expenses; and
(b) any other assessments levied by the association.
(2) A payment described in Subsection (1) shall be in the amount and at the time determined by the board of directors in accordance with the terms of the:
(a) declaration; or
(b) bylaws.
(3) An assessment levied against a lot is:
(a) a debt of the owner at the time the assessment is made; and
(b) collectible as a debt described in Subsection (3)(a).
(4) The board of directors may impose, for a late payment:
(a) a late fee, not to exceed the greater of:
(i) 10% of the assessment amount; or
(ii) $50; and
(b) interest on the assessment and late fee of up to 1.5% per month.
(5) Before imposing a fee under this section, the board of directors shall:
(a) adopt a fee schedule by rule in accordance with Section 57-8a-217 that describes the amount of fee the board shall impose; and
(b) provide a copy of the fee schedule to each lot owner.

Amended by Chapter 226, 2025 General Session

57-8a-206 Written statement of unpaid assessment.

(1)
(a) The manager or board of directors shall issue a written statement indicating any unpaid assessment with respect to a lot covered by the request, upon:
(i) the written request of any unit owner; and
(ii) payment of a reasonable fee not to exceed $10.
(b) The written statement described in Subsection (1)(a) is binding in favor of any person who relies in good faith on the written statement upon the:
(i) remaining owners;
(ii) manager; and
(iii) board of directors.

(2) Unless the manager or board of directors complies with a request described in Subsection (1)(a) within 10 days, any unpaid assessment that became due prior to the date the request described in Subsection (1)(a) was made is subordinate to a lien held by the person requesting the statement pursuant to Subsection (1)(a).

Enacted by Chapter 153, 2004 General Session

57-8a-208 Fines.

(1) A board may assess a fine against a lot owner for a violation of the association's governing documents in accordance with the provisions of this section.

(2)
(a) Before assessing a fine under Subsection (1), the board shall give the lot owner a written warning that:
(i) describes the violation;
(ii) states the rule or provision of the association's governing documents that the lot owner's conduct violates;
(iii) states that the board may, in accordance with the provisions of this section, assess fines against the lot owner if a continuing violation is not cured or if the lot owner commits similar violations within one year after the day on which the board gives the lot owner the written warning or assesses a fine against the lot owner under this section; and
(iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the board gives the lot owner the written warning by which the lot owner shall cure the violation.
(b) A board may assess a fine against a lot owner if:
(i) within one year after the day on which the board gives the lot owner a written warning described in Subsection (2)(a), the lot owner commits another violation of the same rule or provision identified in the written warning; or
(ii) for a continuing violation, the lot owner does not cure the violation within the time period that is stated in the written warning described in Subsection (2)(a).
(c) If permitted by the association's governing documents, after the board assesses a fine against a lot owner under this section, the board may, without further warning under this Subsection (2), assess an additional fine against the lot owner each time the lot owner:
(i) commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or

(ii) allows a violation to continue for 10 days or longer after the day on which the board assesses the fine.

(3) A fine assessed under Subsection (1) shall:

(a) be made only for a violation of a rule, covenant, condition, or restriction that is in the association's governing documents;

(b) be in the amount provided for in the association's governing documents; and

(c) accrue interest and late fees as provided in the association's governing documents.

(4)

(a) A lot owner who is assessed a fine under Subsection (1) may request an informal hearing before the board to dispute the fine within 30 days after the day on which the lot owner receives notice that the fine is assessed.

(b) At a hearing described in Subsection (4)(a), the board shall:

(i) provide the lot owner a reasonable opportunity to present the lot owner's position to the board; and

(ii) allow the lot owner, a board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication.

(c) If a lot owner timely requests an informal hearing under Subsection (4)(a), no interest or late fees may accrue until after the board conducts the hearing and the lot owner receives a final decision.

(5) A lot owner may appeal a fine assessed under Subsection (1) by initiating a civil action within 180 days after:

(a) if the lot owner timely requests an informal hearing under Subsection (4), the day on which the lot owner receives a final decision from the board; or

(b) if the lot owner does not timely request an informal hearing under Subsection (4), the day on which the time to request an informal hearing under Subsection (4) expires.

(6)

(a) Subject to Subsection (6)(b), a board may delegate the board's rights and responsibilities under this section to a managing agent.

(b) A board may not delegate the board's rights or responsibilities described in Subsection (4)(b).

(7) The provisions of this section apply to an association regardless of when the association is created.

Amended by Chapter 22, 2015 General Session

57-8a-209 Rental restrictions.

(1)

(a) Subject to Subsections (1)(b), (5), (6), and (10), an association may:

(i) create restrictions on the number and term of rentals in an association; or

(ii) prohibit rentals in the association.

(b) Except as provided in Subsection (1)(c), an association that creates a rental restriction or prohibition in accordance with Subsection (1)(a) shall create the rental restriction or prohibition in a recorded declaration of covenants, conditions, and restrictions, or by amending the recorded declaration of covenants, conditions, and restrictions.

(c) An association may establish, by rule, a minimum lease term of six months or less.

(2) If an association prohibits or imposes a restriction on the number and term of rentals or charges a fee described in Subsection (9)(c), the association shall:

(a) exempt the following from the prohibition, restriction, or fee:

(i) a lot owner in the military for the period of the lot owner's deployment;

(ii) a lot occupied by a lot owner's parent, child, or sibling;
(iii) a lot owner whose employer has relocated the lot owner for two years or less;
(iv) a lot owned by an entity that is occupied by an individual who:
(A) has voting rights under the entity's organizing documents; and
(B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
(v) a lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
(A) the estate of a current resident of the lot; or
(B) the parent, child, or sibling of the current resident of the lot;
(b) allow a lot owner who has a rental in the association before the time the rental restriction described in Subsection (1) becomes effective to continue renting without a fee described in Subsection (9)(c) until:
(i) the lot owner occupies the lot;
(ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot; or
(iii) the lot is transferred; and
(c) create, by rule or resolution, procedures to:
(i) determine and track the number of rentals and lots in the association subject to the provisions described in Subsections (2)(a) and (b); and
(ii) ensure consistent administration and enforcement of any rental prohibition, restriction, or fee.
(3) For purposes of Subsection (2)(b)(iii), a transfer occurs when one or more of the following occur:
(a) the conveyance, sale, or other transfer of a lot by deed;
(b) the granting of a life estate in the lot; or
(c) if the lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
(4) This section does not limit or affect residency age requirements for an association that complies with the requirements of the Housing for Older Persons Act, 42 U.S.C. Sec. 3607.
(5) A declaration of covenants, conditions, and restrictions or amendments to the declaration of covenants, conditions, and restrictions recorded before the transfer of the first lot from the initial declarant may prohibit or restrict rentals without providing for the exceptions, provisions, and procedures required under Subsection (2).
(6)
(a) Subsections (1) through (5) do not apply to:
(i) an association that contains a time period unit as defined in Section 57-8-3;
(ii) any other form of timeshare interest as defined in Section 57-19-2; or
(iii) subject to Subsection (6)(b), an association that is formed before May 12, 2009, unless, on or after May 12, 2015, the association:
(A) adopts a rental restriction or prohibition; or
(B) amends an existing rental restriction or prohibition.
(b) An association that adopts a rental restriction or amends an existing rental restriction or prohibition before May 9, 2017, is not required to include the exemption described in Subsection (2)(a)(iv).

(7) Notwithstanding this section, an association may restrict or prohibit rentals without an exception described in Subsection (2) if:
(a) the restriction or prohibition receives unanimous approval by all lot owners; and
(b) when the restriction or prohibition requires an amendment to the association's recorded declaration of covenants, conditions, and restrictions, the association fulfills all other requirements for amending the recorded declaration of covenants, conditions, and restrictions described in the association's governing documents.
(8) Except as provided in Subsection (9), an association may not require a lot owner who owns a rental lot to:
(a) obtain the association's approval of a prospective renter;
(b) give the association:
(i) a copy of a rental application;
(ii) a copy of a renter's or prospective renter's credit information or credit report;
(iii) a copy of a renter's or prospective renter's background check; or
(iv) documentation to verify the renter's age;
(c) pay an additional assessment, fine, or fee because the lot is a rental lot;
(d) use a lease agreement provided by the association; or
(e) obtain the association's approval of a lease agreement.
(9)
(a) A lot owner who owns a rental lot shall give an association the documents described in Subsection (8)(b) if the lot owner is required to provide the documents by court order or as part of discovery under the Utah Rules of Civil Procedure.
(b) If an association's declaration of covenants, conditions, and restrictions lawfully prohibits or restricts occupancy of the lots by a certain class of individuals, the association may require a lot owner who owns a rental lot to give the association the information described in Subsection (8)(b), if:
(i) the information helps the association determine whether the renter's occupancy of the lot complies with the association's declaration of covenants, conditions, and restrictions; and
(ii) the association uses the information to determine whether the renter's occupancy of the lot complies with the association's declaration of covenants, conditions, and restrictions.
(c) An association that permits at least 35% of the lots in the association to be rental lots may charge a lot owner who owns a rental lot a fee of up to $200 once every 12 months to defray the association's additional administrative expenses directly related to a lot that is a rental lot, as detailed in a notice described in Subsection (12).
(d) An association may require a lot owner who owns a rental lot and the renter of the lot owner's rental lot to sign an addendum to a lease agreement provided by the association.
(e) Before an association may charge a fee described in Subsection (9)(c), an association shall:
(i) provide notice to each lot owner in the association of a board meeting described in Subsection (9)(e)(ii) 15 days before the day on which the association holds the board meeting;
(ii) hold a board meeting to discuss and allow lot members to publicly comment on:
(A) the new administrative expenses that the association intends to cover using the funds from the fee; and
(B) the circumstances that require the association to impose or increase the fee; and
(iii) ensure that during the board meeting described in Subsection (9)(e)(ii), the board approves the fee by a majority vote.
(10) Notwithstanding Subsection (1)(a), an association may not restrict or prohibit the rental of an internal accessory dwelling unit, as defined in Section 10-21-101 or 17-80-101, constructed

within a lot owner's residential lot, if the internal accessory dwelling unit complies with all applicable:
(a) land use ordinances;
(b) building codes;
(c) health codes; and
(d) fire codes.
(11) The provisions of Subsections (8) through (10) apply to an association regardless of when the association is created.
(12) Within 30 days after the day on which the association imposes a fee described in Subsection (9)(c), an association shall provide to each lot owner impacted by the fee a notice describing:
(a) the new administrative expenses that the association intends to cover using the funds from the fee; and
(b) the circumstances that require the association to impose or increase the fee.
(13)
(a) A lot owner may contest a fee described in Subsection (9)(c) by providing to the association a written request that the association waive the fee if:
(i) the association fails to provide the notice described in Subsection (12) within 30 days after the day on which the association imposes the fee; or
(ii) the notice the association provides to the lot owner does not contain the information required in Subsection (12).
(b) If a lot owner contests a fee under this Subsection (13) by submitting a written request, an association of lot owners shall waive the fee if:
(i) the association does not provide the notice described in Subsection (12) to the lot owner; or
(ii) a notice provided by the association does not contain the information required in Subsection (12).
(14)
(a) A lot owner of a rental lot may designate, in a written notice to the association, a primary contact individual who is not the lot owner with whom the association may communicate as though the primary contact individual is the lot owner.
(b) If a lot owner designates a primary contact individual under this Subsection (14), the association shall provide the lot owner a written notice that confirms the association has changed the association's records to identify the primary contact individual designated by the lot owner.

Amended by Chapter 62, 2026 General Session

57-8a-210 Lender approval -- Declaration amendments and association action.
(1) If a security holder's consent is a condition for amending a declaration or bylaw, or for an action of the association, then, subject to Subsection (4), the security holder's consent is presumed if:
(a) written notice of the proposed amendment or action is sent by certified or registered mail to the security holder's address listed for receiving notice in the recorded trust deed or other recorded document evidencing the security interest;
(b) 60 days have passed after the day on which notice was mailed; and
(c) the person designated for receipt of the response in the notice has not received a written response from the security holder either consenting to or refusing to accept the amendment or action.
(2) The provisions of Subsection (1) shall apply to:
(a) an association formed before and after May 12, 2009; and

(b) documents created and recorded before and after May 12, 2009.
(3) If, under Subsection (1), a security holder's address for receiving notice is not provided in the recorded documents evidencing the security interest, the association:
(a) shall use reasonable efforts to find a mailing address for the security holder; and
(b) may send the notice to any address obtained under Subsection (3)(a).
(4) If a security holder responds in writing within 60 days after the day on which a notice is mailed under Subsection (1), indicating that the security interest has been assigned or conveyed to another person, without any recorded document evidencing such a conveyance, the association:
(a) may not presume the security holder's consent under Subsection (1); and
(b) shall send a notice in accordance with Subsection (1) to the person assigned or conveyed the security interest.
(5) The association shall:
(a) send a notice as described in Subsection (4)(b) to the person assigned or conveyed the interest at an address provided by the security holder under Subsection (4); or
(b) if no address is provided, shall use reasonable efforts to find a mailing address for, and send notice to, the person assigned or conveyed the interest.

Enacted by Chapter 178, 2009 General Session

57-8a-211 Reserve analysis -- Reserve fund.
(1) As used in this section:
(a) "Reserve analysis" means an analysis to determine:
(i) the need for a reserve fund to accumulate reserve funds; and
(ii) the appropriate amount of any reserve fund.
(b) "Reserve fund line item" means the line item in an association's annual budget that identifies the amount to be placed into a reserve fund.
(c) "Reserve funds" means money to cover:
(i) the cost of repairing, replacing, or restoring common areas and facilities that have a useful life of three years or more and a remaining useful life of less than 30 years, if the cost cannot reasonably be funded from the general budget or other funds of the association; or
(ii) a shortfall in the general budget, if:
(A) the shortfall occurs while a state of emergency declared in accordance with Section 53-2a-206 is in effect;
(B) the geographic area for which the state of emergency described in Subsection (1)(c)(ii)(A) is declared extends to the entire state; and
(C) at the time the money is spent, more than 10% of lot owners that are not board members in the association are delinquent in the payment of assessments as a result of events giving rise to the state of emergency described in Subsection (1)(c)(ii)(A).
(2) Except as otherwise provided in the governing documents, a board shall:
(a) cause a reserve analysis to be conducted no less frequently than every six years; and
(b) review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years.
(3) The board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the board, to conduct the reserve analysis.
(4) A reserve fund analysis shall include:
(a) a list of the components identified in the reserve analysis that will reasonably require reserve funds;

(b) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
(c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
(d) an estimate of the total annual contribution to a reserve fund necessary:
(i) to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and
(ii) to prepare for a shortfall in the general budget that the association or board may use reserve funds to cover; and
(e) a reserve funding plan that recommends how the association may fund the annual contribution described in Subsection (4)(d).
(5) An association shall:
(a) annually provide lot owners a summary of the most recent reserve analysis or update; and
(b) provide a copy of the complete reserve analysis or update to a lot owner who requests a copy.
(6) In formulating the association's budget each year, an association shall include a reserve fund line item in:
(a) an amount the board determines, based on the reserve analysis, to be prudent; or
(b) an amount required by the governing documents, if the governing documents require an amount higher than the amount determined under Subsection (6)(a).
(7)
(a) Within 45 days after the day on which an association adopts the association's annual budget, the lot owners may veto the reserve fund line item by a 51% vote of the allocated voting interests in the association at a special meeting called by the lot owners for the purpose of voting whether to veto a reserve fund line item.
(b) If the lot owners veto a reserve fund line item under Subsection (7)(a) and a reserve fund line item exists in a previously approved annual budget of the association that was not vetoed, the association shall fund the reserve account in accordance with that prior reserve fund line item.
(8)
(a) Subject to Subsection (8)(b), if an association does not comply with the requirements described in Subsection (5), (6), or (7) and fails to remedy the noncompliance within the time specified in Subsection (8)(c), a lot owner may file an action in state court for:
(i) injunctive relief requiring the association to comply with the requirements of Subsection (5), (6), or (7);
(ii) $500 or the lot owner's actual damages, whichever is greater;
(iii) any other remedy provided by law; and
(iv) reasonable costs and attorney fees.
(b) No fewer than 90 days before the day on which a lot owner files a complaint under Subsection (8)(a), the lot owner shall deliver written notice described in Subsection (8)(c) to the association.
(c) A notice under Subsection (8)(b) shall state:
(i) the requirement in Subsection (5), (6), or (7) with which the association has failed to comply;
(ii) a demand that the association come into compliance with the requirements; and
(iii) a date, no fewer than 90 days after the day on which the lot owner delivers the notice, by which the association shall remedy its noncompliance.

(d) In a case filed under Subsection (8)(a), a court may order an association to produce the summary of the reserve analysis or the complete reserve analysis on an expedited basis and at the association's expense.

(9)

(a) A board may not use money in a reserve fund for any purpose other than the purpose for which the reserve fund was established, unless a majority of association members vote to approve the use of reserve fund money for that purpose.

(b)

(i) A board may not use money in a reserve fund for daily maintenance expenses, unless:

(A) a majority of association members vote to approve the use of reserve fund money for daily maintenance expenses; or

(B) there exists in the general budget a shortfall that the board may use reserve funds to cover.

(ii) Association members may prohibit the use of reserve fund money for daily maintenance expenses under the circumstances described in Subsection (9)(b)(i)(B) by a 51% vote of the allocated voting interest in the association at a special meeting:

(A) for which each lot owner receives at least 48 hours notice; and

(B) the lot owners call for the purpose of voting whether to prohibit the use of reserve fund money for daily maintenance expenses under the circumstances described in Subsection (9)(b)(i)(B).

(c) A board shall maintain a reserve fund separate from other association funds.

(d) This Subsection (9) may not be construed to:

(i) limit a board from prudently investing money in a reserve fund, subject to any investment constraints imposed by the governing documents;

(ii) excuse an association from the requirements described in Section 57-8a-229; or

(iii) permit the use of money in a reserve fund for a legal action described in Section 57-8a-229.

(10) Subsections (2) through (9) do not apply to an association during the period of administrative control.

(11) For a project whose initial declaration of covenants, conditions, and restrictions is recorded on or after May 12, 2015, during the period of administrative control, for any property that the declarant sells to a third party, the declarant shall give the third party:

(a) a copy of the association's governing documents; and

(b) a copy of the association's most recent financial statement that includes any reserve funds held by the association or by a subsidiary of the association.

(12) Except as otherwise provided in this section, this section applies to each association, regardless of when the association was created.

Amended by Chapter 218, 2021 General Session

57-8a-212 Content of a declaration.

(1) An initial declaration shall contain:

(a) the name of the project;

(b) the name of the association;

(c) a statement that the project is not a cooperative;

(d) a statement indicating any portions of the project that contain condominiums governed by Chapter 8, Condominium Ownership Act;

(e) a statement that the project is governed by this chapter;

(f) if the declarant desires to reserve the option to expand the project, a statement reserving the option to expand the project;
(g) the name of each county in which any part of the project is located;
(h) a legally sufficient description of the real estate included in the project;
(i) a description of any limited common areas and any real estate that is or is required to become common areas;
(j) any restriction on the alienation of a lot, including a restriction on leasing; and
(k)
(i) an appointment of a trustee who qualifies under Subsection 57-1-21(1)(a)(i) or (iv); and
(ii) the following statement: "The declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to (name of trustee), with power of sale, the lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of the declaration."

(2) A declaration may contain any other information the declarant considers appropriate, including a restriction on the use of a lot, the number of persons who may occupy a lot, or other qualifications of a person who may occupy a lot.
(3) The location of a limited common area or real estate described in Subsection (1)(g) may be shown on a subdivision plat.
(4) A declaration, or an amendment to a declaration may not:
(a) prohibit a lot owner from displaying in a window of the owner's lot:
(i) a for-sale sign;
(ii) a political sign; or
(iii) a flag;
(b) regulate the content or establish specific design criteria for the content of a political sign or flag, except to restrict a political sign or flag that contains obscene, profane, or commercial content;
(c) prohibit low water use on lawns during drought conditions;
(d) except where reasonably necessary for erosion control, prohibit or restrict the conversion of a grass park strip of less than eight feet wide to water-efficient landscaping;
(e) prohibit a lot owner from making modifications, consistent with industry standards, for radon mitigation, unless the modifications would violate:
(i) a local land use ordinance;
(ii) a building code;
(iii) a health code; or
(iv) a fire code;
(f) restrict an individual from parking an operable vehicle in a driveway where the vehicle has a legal right to park, unless the vehicle is:
(i) a commercial vehicle, as that term is defined in Section 72-9-102;
(ii) a motor home, as that term is defined in Section 13-20-2;
(iii) a recreational vehicle trailer, as that term is defined in Section 13-20-2;
(iv) a trailer, as that term is defined in Section 41-1a-102;
(v) an off-highway vehicle, as that term is defined in Section 41-22-2;
(vi) special mobile equipment, as that term is defined in Section 41-1a-102; or
(vii) a motorboat, as that term is defined in Section 73-18-2;
(g) restrict an individual from operating a vehicle that is not a commercial vehicle, as that term is defined in Section 72-9-102, in accordance with state traffic laws;
(h) impose a requirement or restriction on the use of a public street, as that term is defined in Section 10-20-102;

(i) restrict an individual from:
(i) installing, displaying, or storing an item that the individual has a legal right to store if the item is not visible to an individual standing outside the unit; or
(ii) hiring a contractor or worker solely because the contractor or worker:
(A) is not on the association's preferred vendor list; or
(B) does not have a professional or occupational license, unless the license is required by law;
(j) restrict a lot owner from displaying a religious or holiday sign, symbol, or decoration on:
(i) the lot; or
(ii) the exterior of the lot, unless the association has an ownership interest in, or maintenance, repair, or replacement obligation for the exterior;
(k) interfere with reasonable activity of a lot owner within the confines of the lot, to the extent that the activity is in compliance with local laws and ordinances, including nuisance laws and ordinances;
(l)
(i) prohibit the transfer of a lot; or
(ii) require the consent of the association or management committee to transfer a lot;
(m) prohibit a unit owner from installing a personal security camera immediately adjacent to the entryway, window, or other outside entry point of the lot;
(n) impose a restriction on the interior of a dwelling, except as reasonably necessary for the safety of adjacent lots and the occupants of the lots; or
(o) restrict an individual from installing or keeping a properly maintained basketball standard on the individual's driveway or property if the driveway or property where the basketball standard is located is:
(i) privately owned and maintained; and
(ii) abutting a public street.
(5) A declaration, or an amendment to a declaration may:
(a) require that an individual park in a garage appurtenant to a unit before parking elsewhere;
(b) enforce a reduced speed limit on a private roadway;
(c) reasonably regulate the size and time, place, and manner of posting a for-sale sign, a political sign, or a flag;
(d) restrict a sex offender from accessing a protected area that is maintained, operated, or owned by the association, subject to the exceptions described in Subsection 53-29-306(3); or
(e) adopt a reasonable time, place, and manner restriction with respect to a religious or holiday sign, symbol, or decoration that is:
(i) outside of or on the lot; or
(ii) visible from outside the dwelling.

Amended by Chapter 62, 2026 General Session

57-8a-212.5 Compliance with governing documents.

Subject to reasonable compliance therewith by the board, each lot owner shall reasonably comply with the governing documents, as the governing documents may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages or injunctive relief or both, maintainable by the board on behalf of the lot owners, or in a proper case, by an aggrieved lot owner.

Enacted by Chapter 395, 2018 General Session

57-8a-213 Board action to enforce governing documents -- Parameters.

(1)
(a) The board shall use its reasonable judgment to determine whether to exercise the association's powers to impose sanctions or pursue legal action for a violation of the governing documents, including:
(i) whether to compromise a claim made by or against the board or the association; and
(ii) whether to pursue a claim for an unpaid assessment.
(b) The association may not be required to take enforcement action if the board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:
(i) the association's legal position does not justify taking any or further enforcement action;
(ii) the covenant, restriction, or rule in the governing documents is likely to be construed as inconsistent with current law;
(iii)
(A) a technical violation has or may have occurred; and
(B) the violation is not material as to a reasonable person or does not justify expending the association's resources; or
(iv) it is not in the association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.

(2) Subject to Subsection (3), if the board decides under Subsection (1)(b) to forego enforcement, the association is not prevented from later taking enforcement action.

(3) The board may not be arbitrary, capricious, or against public policy in taking or not taking enforcement action.

(4) This section does not govern whether the association's action in enforcing a provision of the governing documents constitutes a waiver or modification of that provision.

Enacted by Chapter 355, 2011 General Session

57-8a-214 Fair and reasonable notice.

(1) Notice that an association provides by a method allowed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, constitutes fair and reasonable notice, regardless of whether or not the association is a nonprofit corporation.

(2) Notice that an association provides by a method not referred to in Subsection (1) constitutes fair and reasonable notice if:
(a) the method is authorized in the declaration, articles, bylaws, or rules; and
(b) considering all the circumstances, the notice is fair and reasonable.

(3)
(a) If provided in the declaration, articles, bylaws, or rules, an association may provide notice by electronic means, including text message, email, or the association's website.
(b) Notwithstanding Subsection (3)(a), a lot owner may, by written demand, require an association to provide notice to the lot owner by mail.

Enacted by Chapter 355, 2011 General Session

57-8a-215 Budget.

(1) At least once annually the board shall prepare and adopt a budget for the association.

(2) The board shall present the adopted budget to association members at a meeting of the members.
(3) A budget is disapproved if within 45 days after the date of the meeting under Subsection (2) at which the board presents the adopted budget:
  (a) there is a vote of disapproval by at least 51% of all the allocated voting interests of the lot owners in the association; and
  (b) the vote is taken at a special meeting called for that purpose by lot owners under the declaration, articles, or bylaws.
(4) If a budget is disapproved under Subsection (3) or not adopted under Subsection (1), then the budget that the board last adopted continues as the budget until the board prepares and adopts a new budget for the association.

Amended by Chapter 62, 2026 General Session

57-8a-216 Association bylaws -- Recording required -- Bylaw requirements.
(1)
  (a) No later than the date of the first lot sale, an association shall file its bylaws for recording in the office of the recorder of each county in which any part of the real estate included within the association is located.
  (b) If an association fails to file bylaws for recording within the time specified in Subsection (1)(a), the board may file the bylaws for recording as provided in Subsection (1)(a).
(2) Unless otherwise provided in the declaration, an association's bylaws shall state:
  (a) the number of board members;
  (b) the title of each of the association's officers;
  (c) the manner and method of officer election by the board or, if the declaration requires, by the lot owners;
  (d)
    (i) the board member's and officer's:
      (A) qualifications;
      (B) powers and duties; and
      (C) terms of office;
    (ii) the method for removing a board member or officer; and
    (iii) the method for filling a board member or officer vacancy;
  (e) the powers that the board or officers may delegate to other persons or to a managing agent;
  (f) the officers who may prepare, execute, certify, and record amendments to the declaration on behalf of the association;
  (g) a method for the board or lot owners to amend the bylaws, consistent with Section 16-6a-1010; and
  (h) subject to the provisions of the declaration and unless the declaration or this chapter requires that a provision appear in a declaration, any other matter that is necessary or appropriate for conducting the affairs of the association, including:
    (i) meetings;
    (ii) voting requirements; and
    (iii) quorum requirements.
(3) An association shall file any amended bylaws for recording in the same manner as the association is required to file the initial bylaws for recording under Subsection (1).

Enacted by Chapter 355, 2011 General Session

57-8a-217 Association rules, including design criteria -- Requirements and limitations relating to board's action on rules and design criteria -- Vote of disapproval.

(1)
(a) Subject to Subsection (1)(b), a board may adopt, amend, modify, cancel, limit, create exceptions to, or expand the rules of the association.
(b) A board's action under Subsection (1)(a) is subject to:
(i) this section;
(ii) any limitation that the declaration imposes on the authority stated in Subsection (1)(a);
(iii) the limitation on rules in Sections 57-8a-218 and 57-8a-219;
(iv) the board's duty to exercise business judgment on behalf of:
(A) the association; and
(B) the lot owners in the association;
(v) the right of the lot owners or declarant to disapprove the action under Subsection (4) ; and
(vi) Subsection (7).

(2) Except as provided in Subsection (3), before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules of the association, the board shall:
(a) at least 15 days before the board will meet to consider a change to a rule or design criterion, deliver notice to lot owners, as provided in Section 57-8a-214, that the board is considering a change to a rule or design criterion;
(b) provide an open forum at the board meeting giving lot owners an opportunity to be heard at the board meeting before the board takes action under Subsection (1)(a); and
(c) deliver a copy of the change in the rules or design criteria approved by the board to the lot owners as provided in Section 57-8a-214 within 15 days after the date of the board meeting.

(3)
(a) Subject to Subsection (3)(b), a board may adopt a rule without first giving notice to the lot owners under Subsection (2) if there is an imminent risk of harm to a common area, a limited common area, a lot owner, an occupant of a lot, a lot, or a dwelling.
(b) The board shall provide notice under Subsection (2) to the lot owners of a rule adopted under Subsection (3)(a).

(4) A board action in accordance with Subsections (1), (2), and (3) is disapproved if within 60 days after the date of the board meeting where the action was taken:
(a)
(i) there is a vote of disapproval by at least 51% of all the allocated voting interests of the lot owners in the association; and
(ii) the vote is taken at a special meeting called for that purpose by the lot owners under the declaration, articles, or bylaws; or
(b)
(i) the declarant delivers to the board a writing of disapproval; and
(ii)
(A) the declarant is within the period of administrative control; or
(B) for an expandable project, the declarant has the right to add real estate to the project.

(5)
(a) The board has no obligation to call a meeting of the lot owners to consider disapproval, unless lot owners submit a petition, in the same manner as the declaration, articles, or bylaws provide for a special meeting, for the meeting to be held.
(b) Upon the board receiving a petition under Subsection (5)(a), the effect of the board's action is:
(i) stayed until after the meeting is held; and

(ii) subject to the outcome of the meeting.

(6) During the period of administrative control, a declarant may exempt the declarant from association rules and the rulemaking procedure under this section if the declaration reserves to the declarant the right to exempt the declarant.

(7) An action against an association or member of the association's board based upon failure to comply with the requirements of Subsection (2) shall be commenced no later than 18 months after the day on which the board took the challenged action under Subsection (2).

Amended by Chapter 503, 2023 General Session

57-8a-218 Equal treatment by rules required -- Limits on association rules and design criteria.

(1)

(a) Except as provided in Subsection (1)(b), a rule shall treat similarly situated lot owners similarly.

(b) A rule may:

(i) vary according to the level and type of service that the association provides to lot owners;

(ii) differ between residential and nonresidential uses; and

(iii) for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner.

(2)

(a) Except as provided in Subsection (2)(b), if a lot owner owns a rental lot and is in compliance with the association's governing documents and any rule that the association adopts under Subsection (4), a rule may not treat the lot owner differently because the lot owner owns a rental lot.

(b) A rule may:

(i) limit or prohibit a rental lot owner from using the common areas for purposes other than attending an association meeting or managing the rental lot;

(ii) if the rental lot owner retains the right to use the association's common areas, even occasionally:

(A) charge a rental lot owner a fee to use the common areas; or

(B) for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner; or

(iii) include a provision in the association's governing documents that:

(A) requires each tenant of a rental lot to abide by the terms of the governing documents; and

(B) holds the tenant and the rental lot owner jointly and severally liable for a violation of a provision of the governing documents.

(3)

(a) Except as provided in Subsection (3)(b), a rule may not abridge the rights of a lot owner to display a religious or holiday sign, symbol, or decoration on:

(i) a lot;

(ii) the exterior of the dwelling, unless the association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the exterior; or

(iii) the front yard of the dwelling, unless the association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the yard.

(b) The association may adopt a reasonable time, place, and manner restriction with respect to a display that is:
(i) outside a dwelling on:
(A) a lot;
(B) the exterior of the dwelling; or
(C) the front yard of the dwelling; and
(ii) visible from outside the lot.
(4)
(a) A rule may not prohibit a lot owner from displaying a political sign or flag on:
(i) a lot;
(ii) the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior; or
(iii) the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.
(b) Except as provided in Subsection (4)(c), a rule may not regulate the content of a political sign or flag.
(c) A rule may restrict a political sign or flag that contains obscene, profane, or commercial content.
(d) A rule may reasonably regulate the time, place, and manner of posting a political sign or flag.
(e) An association design provision may not establish design criteria for a political sign or flag.
(5)
(a) A rule may not prohibit a lot owner from displaying a for-sale sign on:
(i) a lot;
(ii) the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior; or
(iii) the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.
(b) A rule may reasonably regulate the time, place, and manner of posting a for-sale sign.
(6)
(a) Except as provided in Subsection (6)(b), a rule may not interfere with the freedom of a lot owner to determine the composition of the lot owner's household.
(b) An association may:
(i) require that all occupants of a dwelling be members of a single housekeeping unit; or
(ii) limit the total number of occupants permitted in each residential dwelling on the basis of the residential dwelling's:
(A) size and facilities; and
(B) fair use of the common areas.
(7)
(a) Except as provided in Subsection (7)(b), a rule may not interfere with a reasonable activity of a lot owner within the confines of a dwelling or lot, including backyard landscaping or amenities, to the extent that the activity is in compliance with local laws and ordinances, including nuisance laws and ordinances.
(b) A rule may prohibit an activity within the confines of a dwelling or lot, including backyard landscaping or amenities, if the activity:
(i) is not normally associated with a project restricted to residential use; or
(ii)
(A) creates monetary costs for the association or other lot owners;
(B) creates a danger to the health or safety of occupants of other lots;

(C) generates excessive noise or traffic;
(D) creates unsightly conditions visible to an individual standing outside the dwelling;
(E) creates an unreasonable source of annoyance to persons outside the lot; or
(F) if there are attached dwellings, creates the potential for smoke to enter another lot owner's dwelling, the common areas, or limited common areas.

(c) If permitted by law, an association may adopt rules described in Subsection (7)(b) that affect the use of or behavior inside the dwelling.

(8)

(a) A rule may not, to the detriment of a lot owner and over the lot owner's written objection to the board, alter the allocation of financial burdens among the various lots.

(b) An association may:
(i) change the common areas available to a lot owner;
(ii) adopt generally applicable rules for the use of common areas; or
(iii) deny use privileges to a lot owner who:
(A) is delinquent in paying assessments;
(B) abuses the common areas; or
(C) violates the governing documents.

(c) This Subsection (8) does not permit a rule that:
(i) alters the method of levying assessments; or
(ii) increases the amount of assessments as provided in the declaration.

(9) A rule may not:
(a) prohibit the transfer of a lot; or
(b) require the consent of the association or board to transfer a lot.

(10)

(a) A rule may not require a lot owner to dispose of personal property that was in or on a lot before the adoption of the rule or design criteria if the personal property was in compliance with all rules and other governing documents previously in force.

(b) The exemption in Subsection (10)(a):
(i) applies during the period of the lot owner's ownership of the lot; and
(ii) does not apply to a subsequent lot owner who takes title to the lot after adoption of the rule described in Subsection (10)(a).

(11) A rule or action by the association or action by the board may not unreasonably impede a declarant's ability to satisfy existing development financing for community improvements and right to develop:
(a) the project; or
(b) other properties in the vicinity of the project.

(12) A rule or association or board action may not interfere with:
(a) the use or operation of an amenity that the association does not own or control; or
(b) the exercise of a right associated with an easement.

(13) A rule may not divest a lot owner of the right to proceed in accordance with a completed application for design review, or to proceed in accordance with another approval process, under the terms of the governing documents in existence at the time the completed application was submitted by the owner for review.

(14) Unless otherwise provided in the declaration, an association may by rule:
(a) regulate the use, maintenance, repair, replacement, and modification of common areas;
(b) impose and receive any payment, fee, or charge for:
(i) the use, rental, or operation of the common areas, except limited common areas; and
(ii) a service provided to a lot owner;

(c) impose a charge for a late payment of an assessment; or
(d) provide for the indemnification of the association's officers and board consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(15)
(a) For any area for which one or more lot owners, but not the association, are responsible for landscape maintenance of any landscaping within the lot owner's lot or the common areas, the association shall adopt rules supporting water wise landscaping as defined in Section 57-8a-231 including:
(i) low water use requirements on lawns during drought conditions;
(ii) design criterion for water wise landscaping; and
(iii) limiting permissible plant material to specific water wise plant material.
(b) A rule may not:
(i) prohibit or restrict the conversion of a grass park strip to water wise landscaping as defined in Section 57-8a-231;
(ii) prohibit low water use on lawns during drought conditions; or
(iii) prohibit, or have the effect of prohibiting, a lot owner from removing vegetation from the lot owner's lot that is within a designated wildland-urban interface area, as defined in Section 65A-1-1.

(16)
(a) Except as provided in Subsection (16)(b), a rule may not prohibit the owner of a residential lot from constructing an internal accessory dwelling unit, as defined in Section 10-21-101 or 17-80-101, within the owner's residential lot.
(b) Subsection (16)(a) does not apply if the construction would violate:
(i) a local land use ordinance;
(ii) a building code;
(iii) a health code; or
(iv) a fire code.

(17)
(a) Except as provided in Subsection (17)(b), a rule may not prohibit the owner of a residential lot from making modifications, consistent with industry standards, for radon mitigation.
(b) Subsection (17)(a) does not apply if the modifications would violate:
(i) a local land use ordinance;
(ii) a building code;
(iii) a health code; or
(iv) a fire code.
(c) A rule governing the placement or external appearance of modifications for radon mitigation does not apply to a lot owner's modifications if the rule would:
(i) unreasonably interfere with the modifications' functionality; or
(ii) add more than 40% of the modifications' original cost to the cost of installing the modifications.
(d) A rule may require that a lot owner making modifications related to radon mitigation:
(i) demonstrate or provide proof of radon contamination; and
(ii) provide proof that the modifications and any related construction will be performed by a licensed person.

(18) A rule may restrict a sex offender from accessing a protected area that is maintained, operated, or owned by the association, subject to the exceptions described in Subsection 53-29-306(3).

(19)

(a) As used in this Subsection (19), "vegetable garden" means a plot of ground or elevated soil bed where vegetables, herbs, fruits, flowers, pollinator plants, leafy greens, or other edible plants are cultivated.
(b) A rule may not prohibit a vegetable garden on the rear yard of a lot on which the association does not have an ownership interest or a maintenance responsibility.
(c) A rule may:
(i) impose reasonable regulations that do not significantly increase the cost of cultivating a vegetable garden or significantly decrease the efficiency of cultivating a vegetable garden, including reasonable regulations on plant height, water use, fertilizer use, and weed maintenance; and
(ii) prohibit the cultivation of invasive or unlawful species.
(20)
(a) Except as provided in Subsection (20)(b), a rule may not restrict an individual from parking an operable vehicle in a driveway where the vehicle has a legal right to park, unless the vehicle is:
(i) a commercial vehicle, as defined in Section 72-9-102;
(ii) a motor home, as defined in Section 13-20-2;
(iii) a recreational vehicle trailer, as defined in Section 13-20-2;
(iv) a trailer, as that term is defined in Section 41-1a-102;
(v) an off-highway vehicle, as that term is defined in Section 41-22-2;
(vi) special mobile equipment, as that term is defined in Section 41-1a-102; or
(vii) a motorboat, as that term is defined in Section 73-18-2.
(b) A rule may require that an individual park in a garage appurtenant to a dwelling before parking elsewhere.
(21)
(a) Except as provided in Subsection (21)(b), a rule may not restrict an individual from operating a vehicle that is not a commercial vehicle, as defined in Section 72-9-102, in conformance with state traffic laws.
(b) A rule may enforce a reduced speed limit on a private roadway.
(22) A rule may not:
(a) prohibit a lot owner from installing a personal security camera immediately adjacent to the entryway, window, or other outside entry point of the owner's dwelling unit;
(b) impose a requirement or restriction on:
(i) a dwelling's interior, except as reasonably necessary for the safety of adjacent lots and the occupants of those lots; or
(ii) the use of a public street, as defined in Section 10-20-102;
(c) restrict an individual from:
(i) installing, displaying, or storing an item that the individual has a legal right to store if the item is not visible to an individual standing outside the lot;
(ii) installing or keeping a properly maintained basketball standard on the individual's driveway or property if the driveway or property where the basketball standard is located is:
(A) privately owned and maintained; and
(B) abutting a public street; or
(iii) hiring a contractor or worker solely because the contractor or worker:
(A) is not on the association's preferred vendor list; or
(B) does not have a professional or occupational license, unless the license is required by law; or

(d) be inconsistent with a provision of the association's declaration, bylaws, or articles of incorporation.
(23) A rule shall be reasonable.
(24) A declaration, or an amendment to a declaration, may not vary the requirements of Subsection (1)(b)(ii).
(25) This section applies to an association regardless of when the association is created.

Amended by Chapter 79, 2026 General Session

57-8a-219 Display of the flag.
(1) An association may not prohibit a lot owner from displaying a United States flag inside a dwelling or limited common area or on a lot, if the display complies with United States Code, Title 4, Chapter 1, The Flag.
(2) An association may restrict the display of a flag on the common areas.

Enacted by Chapter 355, 2011 General Session

57-8a-220 Creditor approval may be required for lot owner or association action under declaration -- Creditor approval presumed in certain circumstances -- Notice to creditor or creditor's successor.
(1)
(a) Subject to Subsection (1)(b), a declaration may:
(i) condition the effectiveness of lot owners' actions specified in the declaration on the approval of a specified number or percentage of lenders holding a security interest in the lots; or
(ii) condition the effectiveness of association actions specified in the declaration on the approval of a specified number or percentage of lenders that have extended credit to the association.
(b) A condition under Subsection (1)(a) may not:
(i) deny or delegate the lot owners' or board's control over the association's general administrative affairs;
(ii) prevent the association or board from commencing, intervening in, or settling any litigation or proceeding; or
(iii) prevent an insurance trustee or the association from receiving or distributing insurance proceeds under Subsection 57-8a-405(11).
(c) A condition under Subsection (1)(a) does not violate a prohibition under Subsection (1)(b) by:
(i) requiring the association to deposit the association's assessments before default with the lender assigned the income; or
(ii) requiring the association to increase an assessment at the lender's direction by an amount reasonably necessary to pay the loan in accordance with the loan terms.
(d) This Subsection (1) applies to:
(i) an association formed before, on, or after May 10, 2011; and
(ii) documents created and recorded before, on, or after May 10, 2011.
(2) Subject to this chapter and applicable law, a lender who has extended credit to an association secured by an assignment of income or an encumbrance of the common areas may enforce the lender's security agreement as provided in the agreement.
(3)
(a) Subject to Subsection (4), a security holder's consent that is required under Subsection (1) to amend a declaration or bylaw or for another association action is presumed if:

(i) the association sends written notice of the proposed amendment or action by certified or registered mail to the security holder's address stated in a recorded document evidencing the security interest; and
(ii) the person designated in a notice under Subsection (3)(a)(i) to receive the security holder's response does not receive a response within 60 days after the association sends notice under Subsection (3)(a)(i).
(b) If a security holder's address for receiving notice is not stated in a recorded document evidencing the security interest, an association:
(i) shall use reasonable efforts to find a mailing address for the security holder; and
(ii) may send the notice to any address obtained under Subsection (3)(b)(i).
(4) If a security holder responds in writing within 60 days after the association sends notice under Subsection (3)(a)(i) that the security interest has been assigned or conveyed to another person, the association:
(a) shall:
(i) send a notice under Subsection (3)(a)(i) to the person assigned or conveyed the security interest at the address provided by the security holder in the security holder's response; or
(ii) if no address is provided:
(A) use reasonable efforts to find a mailing address for the person assigned or conveyed the security interest; and
(B) send notice by certified or registered mail to the person at the address that the association finds under Subsection (4)(a)(ii)(A); and
(b) may not presume the security holder's consent under Subsection (3)(a) unless the person designated in a notice under Subsection (4)(a) to receive the response from the person assigned or conveyed the security interest does not receive a response within 60 days after the association sends the notice.

Amended by Chapter 152, 2013 General Session

57-8a-221 Reincorporation of terminated or dissolved association.
(1) An association that is terminated or dissolved without possibility of reinstatement under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, may be reincorporated by the acting directors of the association refiling articles of incorporation that are substantially similar to the articles of incorporation, as amended, in existence at the time of termination or dissolution.
(2) Upon the association's reincorporation under Subsection (1):
(a) the board of directors shall readopt bylaws for the association that are the same as the bylaws that were in existence at the time of termination or dissolution; and
(b) all lot owners within the project are members of the reincorporated association.

Enacted by Chapter 355, 2011 General Session

57-8a-222 Removing or altering partition or creating aperture between dwelling units on adjoining lots.
(1) Subject to the declaration, a lot owner may, after acquiring an adjoining lot with a dwelling unit that shares a common wall with a dwelling unit on the lot owner's lot:
(a) remove or alter a partition between the lot owner's lot and the acquired lot, even if the partition is entirely or partly common areas; or
(b) create an aperture to the adjoining lot or portion.
(2) A lot owner may not take an action under Subsection (1) if the action would:

(a) impair the structural integrity or mechanical systems of the building or either lot;
(b) reduce the support of any portion of the common areas or another lot; or
(c) constitute a violation of Section 10-20-811 or 17-79-711, as applicable, a local government land use ordinance, or a building code.
(3) The board may require a lot owner to submit, at the lot owner's expense, a registered professional engineer's or registered architect's opinion stating that a proposed change to the lot owner's lot will not:
(a) impair the structural integrity or mechanical systems of the building or either lot;
(b) reduce the support or integrity of common areas; or
(c) compromise structural components.
(4) The board may require a lot owner to pay all of the association's legal and other expenses related to a proposed alteration to the lot or building under this section.
(5) An action under Subsection (1) does not change an assessment or voting right attributable to the lot owner's lot or the acquired lot, unless the declaration provides otherwise.

Amended by Chapter 15, 2025 Special Session 1

57-8a-223 Eminent domain -- Common area.

Unless the declaration provides otherwise:
(1) if part of the common area is taken by eminent domain:
(a) the entity taking part of the common area shall pay to the association the portion of the compensation awarded for the taking that is attributable to the common area; and
(b) the association shall equally divide any portion of the award attributable to the taking of a limited common area among the owners of the lots to which the limited common area was allocated at the time of the taking; and
(2) an association shall submit for recording to each applicable county recorder the court judgment or order in an eminent domain action that results in the taking of some or all of the common area.

Enacted by Chapter 152, 2013 General Session

57-8a-224 Responsibility for the maintenance, repair, and replacement of common areas and lots.

(1) As used in this section:
(a) "Emergency repair" means a repair that, if not made in a timely manner, will likely result in immediate and substantial damage to a common area or to another lot.
(b) "Reasonable notice" means:
(i) written notice that is hand delivered to the lot at least 24 hours before the proposed entry; or
(ii) in the case of an emergency repair, notice that is reasonable under the circumstances.
(2) Except as otherwise provided in the declaration or Part 4, Insurance:
(a) an association is responsible for the maintenance, repair, and replacement of common areas; and
(b) a lot owner is responsible for the maintenance, repair, and replacement of the lot owner's lot.
(3) After reasonable notice to the occupant of the lot being entered, the board may access a lot:
(a) from time to time during reasonable hours, as necessary for the maintenance, repair, or replacement of any of the common areas; or
(b) for making an emergency repair.
(4)

(a) An association is liable to repair damage it causes to the common areas or to a lot the association uses to access the common areas.
(b) An association shall repair damage described in Subsection (4)(a) within a time that is reasonable under the circumstances.
(5) Subsections (2), (3), and (4) do not apply during the period of administrative control.

Amended by Chapter 34, 2015 General Session
Amended by Chapter 325, 2015 General Session
Amended by Chapter 387, 2015 General Session

57-8a-225 Association's right to pay delinquent utilities.
(1) Upon request in accordance with Subsection (2), at least 10 days before the day on which an electrical corporation or a gas corporation discontinues service to a lot, the electrical corporation or gas corporation shall give the association:
(a) written notice that the electrical corporation or gas corporation will discontinue service to the lot; and
(b) an opportunity to pay any delinquent charges and maintain service to the lot.
(2) An association may request the notice and opportunity to pay described in Subsection (1) by sending a written request to the electrical corporation or gas corporation that includes:
(a) the address of each lot in the association;
(b) the association's name, mailing address, phone number, and email address; and
(c) the address where the electrical corporation or gas corporation may send notices.
(3) If, after an electrical corporation or a gas corporation sends a written notice described in Subsection (1) to an association and the association does not pay the delinquent charges within 10 days after the day on which the electrical corporation or gas corporation sends the notice, the electrical corporation or gas corporation may discontinue service to the lot.
(4) An association may collect any payment to an electrical corporation or a gas corporation under this section as an assessment in accordance with Section 57-8a-301.
(5)
(a) If, after an association receives a written notice described in Subsection (1), the association decides not to pay the delinquent charges, the association may, if permitted by the association's governing documents, and after reasonable notice to the lot owner:
(i) enter the lot; and
(ii) winterize the lot.
(b) A person who enters a lot in accordance with Subsection (5)(a) is not liable for trespass.
(c) An association may charge a lot owner an assessment for the actual and reasonable costs of winterizing a lot in accordance with this Subsection (5).

Enacted by Chapter 213, 2015 General Session
Amended by Chapter 325, 2015 General Session, (Coordination Clause)

57-8a-226 Board meetings -- Open board meetings.
(1) Except for an action taken without a meeting in accordance with Section 16-6a-813, a board may take action only at a board meeting.
(2)
(a) At least 48 hours before a board meeting, the association shall give written notice of the board meeting via email to each lot owner who requests notice of a board meeting, unless:

(i) notice of the board meeting is included in a board meeting schedule that was previously provided to the lot owner; or

(ii)

(A) the board meeting is to address an emergency; and

(B) each board member receives notice of the board meeting less than 48 hours before the board meeting.

(b) A notice described in Subsection (2)(a) shall:

(i) be delivered to the lot owner by email, to the email address that the lot owner provides to the board or the association;

(ii) state the time and date of the board meeting;

(iii) state the location of the board meeting; and

(iv) if a board member may participate by means of electronic communication, provide the information necessary to allow the lot owner to participate by the available means of electronic communication.

(3)

(a) Except as provided in Subsection (3)(b), a board meeting shall be open to each lot owner or the lot owner's representative if the representative is designated in writing.

(b) A board may close a board meeting to:

(i) consult with an attorney for the purpose of obtaining legal advice;

(ii) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;

(iii) discuss a personnel matter;

(iv) discuss a matter relating to contract negotiations, including review of a bid or proposal;

(v) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or

(vi) discuss a delinquent assessment or fine.

(c) Any matter discussed at a board meeting closed pursuant to Subsection (3)(b)(ii) is not subject to discovery in a civil action in a state court under the Utah Rules of Civil Procedure.

(4)

(a) At each board meeting, the board shall provide each lot owner a reasonable opportunity to offer comments.

(b) The board may limit the comments described in Subsection (4)(a) to one specific time period during the board meeting.

(5) A board member may not avoid or obstruct the requirements of this section.

(6) Nothing in this section shall affect the validity or enforceability of an action of a board.

(7)

(a) Except as provided in Subsection (7)(b), the provisions of this section do not apply during the period of administrative control.

(b) During the period of administrative control, the association shall hold a meeting that complies with Subsections (1) though (5):

(i) at least once each year; and

(ii) each time the association:

(A) increases a fee; or

(B) raises an assessment.

(8) The provisions of this section apply regardless of when the association's first governing document was recorded.

(9)

(a) Subject to Subsection (9)(d), if an association fails to comply with a provision of Subsections (1) through (5) and fails to remedy the noncompliance during the 90-day period described in Subsection (9)(d), a lot owner may file an action in court for:
(i) injunctive relief requiring the association to comply with the provisions of Subsections (1) through (5);
(ii) $500 or actual damages, whichever is greater; or
(iii) any other relief provided by law.
(b) In an action described in Subsection (9)(a), the court may award costs and reasonable attorney fees to the prevailing party.
(c) Upon motion from the lot owner, notice to the association, and a hearing in which the court finds a likelihood that the association has failed to comply with a provision of Subsections (1) through (5), the court may order the association to immediately comply with the provisions of Subsections (1) through (5).
(d) At least 90 days before the day on which a lot owner files an action described in Subsection (9)(a), the lot owner shall deliver a written notice to the association that states:
(i) the lot owner's name, address, telephone number, and email address;
(ii) each requirement of Subsections (1) through (5) with which the association has failed to comply;
(iii) a demand that the association comply with each requirement with which the association has failed to comply; and
(iv) a date by which the association shall remedy the association's noncompliance that is at least 90 days after the day on which the lot owner delivers the notice to the association.

Amended by Chapter 131, 2017 General Session
Amended by Chapter 284, 2017 General Session

57-8a-227 Records -- Availability for examination.
(1)
(a) Subject to Subsection (1)(b) and regardless of whether the association is incorporated under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, an association shall keep and make available to lot owners:
(i) each record identified in Subsections 16-6a-1601(1) through (5), in the manner described in Sections 16-6a-1601, 16-6a-1602, 16-6a-1603, 16-6a-1605, 16-6a-1606, and 16-6a-1610; and
(ii) a copy of the association's:
(A) governing documents;
(B) most recent approved minutes;
(C) most recent annual budget and financial statement;
(D) most recent reserve analysis;
(E) certificate of insurance for each insurance policy the association holds;
(F) board meeting minutes from the previous three calendar years;
(G) profit and loss statement for the previous three fiscal years; and
(H) balance sheet for the previous three fiscal years.
(b) An association may redact the following information from any document the association produces for inspection or copying:
(i) a Social Security number;
(ii) a bank account number; or
(iii) any communication subject to attorney-client privilege.

(c) The following are considered property of the association:
(i) a record or document described in Subsection (1)(a)(i) or (ii); and
(ii) the funds contained in an account described in Section 57-8a-230.
(d) If a person other than the association has control over or possession of a record described in Subsection (1)(a)(i) or (ii), the person shall, upon the association's request, provide the record to the association without charge.
(2)
(a) In addition to the requirements described in Subsection (1), an association shall:
(i) make documents available to lot owners in accordance with the association's governing documents; and
(ii)
(A) if the association has an active website, make the documents described in Subsections (1)(a)(ii)(A) through (C) available to lot owners, free of charge, through the website; or
(B) if the association does not have an active website, make physical copies of the documents described in Subsections (1)(a)(ii)(A) through (C) available to lot owners during regular business hours at the association's address registered with the Department of Commerce under Section 57-8a-105.
(b) Subsection (2)(a)(ii) does not apply to an association as defined in Section 57-19-2.
(c) If a provision of an association's governing documents conflicts with a provision of this section, the provision of this section governs.
(3) In a written request to inspect or copy documents:
(a) a lot owner shall include:
(i) the association's name;
(ii) the lot owner's name;
(iii) the lot owner's property address;
(iv) the lot owner's email address;
(v) a description of the documents requested; and
(vi) any election or request described in Subsection (3)(b); and
(b) a lot owner may:
(i) elect whether to inspect or copy the documents;
(ii) if the lot owner elects to copy the documents, request hard copies or electronic scans of the documents; or
(iii) subject to Subsection (4), request that:
(A) the association make the copies or electronic scans of the requested documents;
(B) a recognized third party duplicating service make the copies or electronic scans of the requested documents;
(C) the lot owner be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
(D) the association email the requested documents to an email address provided in the request.
(4)
(a) An association shall comply with a request described in Subsection (3) within 10 business days after the day on which the association receives the request.
(b) If an association produces the copies or electronic scans:
(i) the copies or electronic scans shall be legible and accurate;
(ii) the lot owner shall pay the association the reasonable cost of the copies and for time spent meeting with the lot owner, which may not exceed:

(A) the actual cost that the association paid to a recognized third party duplicating service to make the copies or electronic scans; or
(B) 10 cents per page and $20 per hour for the employee's, manager's, or other agent's time; and
(iii) the association may not charge the lot owner for any costs associated with fulfilling a request for electronic transmission of the documents described in Subsection (3).
(c) If a lot owner requests a recognized third party duplicating service make the copies or electronic scans:
(i) the association shall arrange for the delivery and pick up of the original documents; and
(ii) the lot owner shall pay the duplicating service directly.
(d) If a lot owner requests to bring imaging equipment to the inspection, the association shall provide the necessary space, light, and power for the imaging equipment.
(e) An association may fulfill the request described in Subsection (3) by posting the documents described in Subsection (3) to the association's website or online owner portal.
(5) Subject to Subsection (9), if, in response to a lot owner's request to inspect or copy documents, an association fails to comply with a provision of this section, the association shall pay:
(a) the reasonable costs of inspecting and copying the requested documents;
(b) for items described in Subsections (1)(a)(ii)(A) through (C), $25 to the lot owner who made the request for each day the request continues unfulfilled, beginning the eleventh business day after the day on which the lot owner made the request; and
(c) reasonable attorney fees and costs incurred by the lot owner in obtaining the inspection and copies of the requested documents.
(6)
(a) In addition to any remedy in the association's governing documents or otherwise provided by law, a lot owner may file an action in court against the association under this section if:
(i) subject to Subsection (9), an association fails to make documents available to the lot owner in accordance with this section, the association's governing documents, or as otherwise provided by law; and
(ii) the association fails to timely comply with a notice described in Subsection (6)(d).
(b) In an action described in Subsection (6)(a):
(i) the lot owner may request:
(A) injunctive relief requiring the association to comply with the provisions of this section;
(B) $1,000 or actual damages, whichever is greater; or
(C) any other relief provided by law; and
(ii) the court may award costs and reasonable attorney fees to the prevailing party, including any reasonable attorney fees incurred before the action was filed that relate to the request that is the subject of the action.
(c)
(i) In an action described in Subsection (6)(a), upon motion by the lot owner made in accordance with Subsection (6)(b), notice to the association, and a hearing in which the court finds a likelihood that the association failed to comply with a provision of this section, the court shall order the association to immediately comply with the provision.
(ii) The court shall hold a hearing described in Subsection (6)(c)(i) within 30 days after the day on which the lot owner files the motion.
(d) At least 10 days before the day on which a lot owner files an action described in Subsection (6)(a), the lot owner shall deliver a written notice to the association that states:
(i) the lot owner's name, address, telephone number, and email address;
(ii) each requirement of this section with which the association has failed to comply;

(iii) a demand that the association comply with each requirement with which the association has failed to comply; and

(iv) a date by which the association shall remedy the association's noncompliance that is at least 10 days after the day on which the lot owner delivers the notice to the association.

(7)

(a) The provisions of Section 16-6a-1604 do not apply to an association.

(b) The provisions of this section apply regardless of any conflicting provision in Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(8) A lot owner's agent may, on the lot owner's behalf, exercise or assert any right that the lot owner has under this section.

(9) An association is not liable for identifying or providing a document in error, if the association identified or provided the erroneous document in good faith.

Amended by Chapter 62, 2026 General Session

57-8a-228 Organization of an association -- Governing document hierarchy -- Reorganization.

(1) As used in this section, "organizational documents" means the documents related to the formation or operation of a nonprofit corporation or other legal entity formed by the board or the declarant.

(2) If permitted, required, or acknowledged by the declaration, the board may organize an association as:

(a) a nonprofit corporation in accordance with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act; or

(b) any other entity organized under other law.

(3) To the extent possible, organizational documents for a nonprofit corporation or other entity formed in accordance with Subsection (2) may not conflict with the rights and obligations found in the declaration or any of the association's bylaws recorded at the time of the formation of a nonprofit corporation or other entity.

(4) Notwithstanding any conflict with the declaration or any recorded bylaws, the organizational documents of a nonprofit corporation or other entity formed in accordance with Subsection (2) may include an additional indemnification and liability limitation provision for:

(a) board members or officers; or

(b) similar persons in a position of control.

(5) In the event of a conflict between this chapter's provisions, a statute under which the association is organized, documents concerning the organization of the association as a nonprofit corporation or other entity, the plat, the declaration, the bylaws, and association rules or policies, the following order prevails:

(a) this chapter controls over a conflicting provision found in any of the sources listed in Subsections (5)(b) through (f);

(b) Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, or any other law under which an entity is organized controls over a conflicting provision in any of the sources listed in Subsections (5)(c) through (f);

(c) the plat and the declaration control equally over a conflicting provision in any of the sources listed in Subsections (5)(d) through (f);

(d) an organizational document filed in accordance with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, or any other law under which an entity is organized controls over a conflicting provision in any of the sources listed in Subsections (5)(e) and (f);

(e) the bylaws control over a conflicting provision in a source described in Subsection (5)(f); and
(f) an association rule or policy that is adopted by the board yields to a conflicting provision in any of the sources listed in Subsections (5)(a) through (e).
(6) Immediately upon the legal formation of an entity in compliance with this section, the association and unit owners are subject to any right, obligation, procedure, and remedy applicable to that entity.
(7)
(a) The board may modify a form "articles of incorporation" or similar organizational document attached to a declaration for filing or re-filing if the modified version is otherwise consistent with this section's provisions.
(b) An organizational document attached to a declaration that is filed and concerns the organization of an entity may be amended in accordance with the organizational document's own terms or any applicable law, regardless of whether the organizational document is recorded.
(c) Except for amended bylaws, an initial or amended organizational document properly filed with the state does not need to be recorded.
(8) This section applies to the reorganization of an association previously organized if the entity's status is terminated or dissolved without the possibility of reinstatement.
(9)
(a) This section applies regardless of when the association is created.
(b) This section does not validate or invalidate the organization of an association that occurred before May 9, 2017, regardless of whether the association was otherwise in compliance with this section.

Enacted by Chapter 324, 2017 General Session

57-8a-229 Liability of declarant or board of directors -- Period of administrative control.
(1) An association may not, after the period of administrative control, bring a legal action against a declarant, a board of directors, or an employee, an independent contractor, or the agent of the declarant or the previous board of directors related to the period of administrative control unless:
(a) the legal action is approved in advance at a meeting where owners of at least 51% of the allocated voting interests of the lot owners in the association are:
(i) present; or
(ii) represented by a proxy specifically assigned for the purpose of voting to approve or deny the legal action at the meeting;
(b) the legal action is approved by vote in person or by proxy of owners of the lesser of:
(i) more than 75% of the allocated voting interests of the lot owners present at the meeting or represented by a proxy as described in Subsection (1)(a); or
(ii) more than 51% of the allocated voting interests of the lot owners in the association;
(c) the association provides each lot owner with the items described in Subsection (2);
(d) the association establishes the trust described in Subsection (3); and
(e) the association first:
(i) notifies the person subject to the proposed legal action of the legal action and basis of the association's claim; and
(ii) gives the person subject to the claim a reasonable opportunity to resolve the dispute that is the basis of the proposed legal action.

(2) Before lot owners in an association may vote to approve an action described in Subsection (1), the association shall provide each lot owner:
(a) a written notice that the association is contemplating legal action; and
(b) after the association consults with an attorney licensed to practice in the state, a written assessment of:
(i) the likelihood that the legal action will succeed;
(ii) the likely amount in controversy in the legal action;
(iii) the likely cost of resolving the legal action to the association's satisfaction; and
(iv) the likely effect the legal action will have on a lot owner's or prospective lot buyer's ability to obtain financing for a lot while the legal action is pending.
(3) Before the association commences a legal action described in Subsection (1), the association shall:
(a) allocate an amount equal to 10% of the cost estimated to resolve the legal action, not including attorney fees; and
(b) place the amount described in Subsection (3)(a) in a trust that the association may only use to pay the costs to resolve the legal action.
(4) This section does not apply to an association that brings a legal action that has an amount in controversy of less than $75,000.
(5) In a legal action brought by one or more lot owners solely against the declarant before the end of the period of declarant control, a declarant may not use any funds paid by a lot owner to the association to pay for costs of the declarant's legal defense.

Amended by Chapter 197, 2025 General Session
Amended by Chapter 226, 2025 General Session

57-8a-230 Administration of funds.
An association:
(1) shall keep all of the association's funds in an account in the name of the association; and
(2) may not commingle the association's funds with the funds of any other person.

Enacted by Chapter 395, 2018 General Session

57-8a-231 Water wise landscaping.
(1) As used in this section:
(a) "Lawn or turf" means nonagricultural land planted in closely mowed, managed grasses.
(b) "Mulch" means material such as rock, bark, wood chips, or other materials left loose and applied to the soil.
(c) "Overhead spray irrigation" means above ground irrigation heads that spray water through a nozzle.
(d)
(i) "Vegetative coverage" means the ground level surface area covered by the exposed leaf area of a plant or group of plants at full maturity.
(ii) "Vegetative coverage" does not mean the ground level surface area covered by the exposed leaf area of a tree or trees.
(e) "Water wise landscaping" means any or all of the following:
(i) installation of plant materials suited to the microclimate and soil conditions that can:
(A) remain healthy with minimal irrigation once established; or
(B) be maintained without the use of overhead spray irrigation;

(ii) use of water for outdoor irrigation through proper and efficient irrigation design and water application; or

(iii) the use of other landscape design features that:

(A) minimize the need of the landscape for supplemental water from irrigation;

(B) reduce the landscape area dedicated to lawn or turf; or

(C) encourage vegetative coverage.

(f) "Water wise plant material" means a plant material suited to water wise landscaping as defined in this section.

(2) An association may not enact or enforce a governing document that prohibits, or has the effect of prohibiting, a lot owner of a detached dwelling from incorporating water wise landscaping on the lot owner's lot.

(3)

(a) Subject to Subsection (3)(b), Subsection (2) does not prohibit an association from requiring a property owner to:

(i) comply with a site plan review or other review process before installing water wise landscaping;

(ii) maintain plant material in a healthy condition; and

(iii) follow specific water wise landscaping design requirements adopted by the association including a requirement that:

(A) restricts or clarifies the use of mulches considered detrimental to the association's operations; and

(B) restricts or prohibits the use of specific plant materials other than water wise plant materials.

(b) Except where reasonably necessary for erosion control, an association may not require a lot owner to install or keep in place lawn or turf in an area less than eight feet wide.

(4)

(a) Subject to Subsection (4)(b), if an association does not adopt rules as required by Subsection 57-8a-218(15) and fails to remedy the noncompliance within the time specified in Subsection (4)(c), a lot owner may file an action in state court for:

(i) injunctive relief requiring the association to comply with the requirements of Subsection 57-8a-218(15);

(ii) $500, or the lot owner's actual damages, whichever is greater;

(iii) any other remedy provided by law; and

(iv) reasonable costs and attorney fees.

(b) No fewer than 90 days before the day on which a lot owner files a complaint under Subsection (4)(a), the lot owner shall deliver written notice described in Subsection (4)(c) to the association.

(c) The lot owner shall include in a notice described in Subsection (4)(b):

(i) the requirements in Subsection 57-8a-218(15) for adopting water wise landscaping rules with which the association has failed to comply;

(ii) a demand that the association come into compliance with the requirements; and

(iii) a date, no fewer than 90 days after the day on which the lot owner delivers the notice, by which the association must remedy the association's noncompliance.

Amended by Chapter 226, 2025 General Session
Amended by Chapter 453, 2025 General Session

57-8a-232 Sale of common areas.

(1) As used in this section:
(a) "Condemnor" means the same as that term is defined in Section 78B-6-520.3.
(b) "Under threat of condemnation" means the same as that term is defined in Section 78B-6-520.3.
(2) Subject to Subsection 10-20-809(5) or 17-79-709(5), unless otherwise provided in the governing documents, an association may by an affirmative vote of at least 67% of the voting interests of the association, elect to sell, convey, transfer, or otherwise dispose of all or part of the common areas.
(3) An affirmative vote described in Subsection (2) is binding upon all lot owners, and each lot owner shall execute and deliver the appropriate instruments and perform all acts as necessary to effect the sale, conveyance, transfer, or other disposition of the common areas.
(4) The general easement of ingress, egress, and use of the common areas and facilities granted to an association and lot owners through recorded governing documents is extinguished in any portion of the common areas the association sells, conveys, transfers, or otherwise disposes of, if:
(a) the lot owners, in selling, conveying, transferring, or otherwise disposing of the portion of the common areas, comply with:
(i) the provisions of this section; and
(ii) Section 10-20-809 or 17-79-709; and
(b) the sale, conveyance, transfer, or other disposition of the portion of the common areas results in a person other than the association owning the portion of the common areas.
(5) This section applies to an association regardless of when the association is created.
(6) A declarant may not sell or otherwise encumber any part of the common areas during the period of administrative control, except:
(a) as provided in Section 10-20-809 or 17-79-709; or
(b) if the declarant sells or otherwise encumbers a part of the common areas and facilities that are under threat of condemnation to a condemnor.
(7) Unless otherwise prohibited by the association's governing documents, an authorized representative of the association may act as attorney-in-fact for the association's lot owners in executing a sale, conveyance, transfer, or other disposition of the common areas following an affirmative vote described in Subsection (2).

Amended by Chapter 62, 2026 General Session

Part 3
Collection of Assessments

57-8a-301 Lien in favor of association for assessments and costs of collection.
(1)
(a) Except as provided in Section 57-8a-105, an association has a lien on a lot for:
(i) an assessment;
(ii) except as provided in the declaration, fees, charges, and costs associated with collecting an unpaid assessment, including:
(A) court costs and reasonable attorney fees;
(B) late charges;
(C) interest; and

(D) any other amount that the association is entitled to recover under the declaration, this chapter, or an administrative or judicial decision; and

(iii) a fine that the association imposes against a lot owner in accordance with Section 57-8a-208, if:

(A) the time for appeal described in Subsection 57-8a-208(5) has expired and the lot owner did not file an appeal; or

(B) the lot owner timely filed an appeal under Subsection 57-8a-208(5) and a court issued a final order upholding a fine imposed under Subsection 57-8a-208(1).

(b) The recording of a declaration constitutes record notice and perfection of a lien described in Subsection (1)(a).

(2) If an assessment is payable in installments, a lien described in Subsection (1)(a)(i) is for the full amount of the assessment from the time the first installment is due, unless the association otherwise provides in a notice of assessment.

(3) An unpaid assessment or fine accrues interest at the rate provided:

(a) in Subsection 15-1-1(2); or

(b) in the declaration, if the declaration provides for a different interest rate.

(4) A lien under this section has priority over each other lien and encumbrance on a lot except:

(a) a lien or encumbrance recorded before the declaration is recorded;

(b) a first or second security interest on the lot secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the association; or

(c) a lien for real estate taxes or other governmental assessments or charges against the lot.

(5) A lien under this section is not subject to Title 78B, Chapter 5, Part 5, Utah Exemptions Act.

(6) Unless the declaration provides otherwise, if two or more associations have liens for assessments on the same lot, the liens have equal priority, regardless of when the liens are created.

Amended by Chapter 401, 2023 General Session

57-8a-302 Enforcement of a lien.

(1)

(a) Except as provided in Section 57-8a-105, to enforce a lien established under Section 57-8a-301, an association may:

(i) cause a lot to be sold through nonjudicial foreclosure as though the lien were a deed of trust, in the manner provided by:

(A) Sections 57-1-24, 57-1-25, 57-1-26, and 57-1-27; and

(B) this part; or

(ii) foreclose the lien through a judicial foreclosure in the manner provided by:

(A) law for the foreclosure of a mortgage; and

(B) this part.

(b) For purposes of a nonjudicial or judicial foreclosure as provided in Subsection (1)(a):

(i) the association is considered to be the beneficiary under a trust deed; and

(ii) the lot owner is considered to be the trustor under a trust deed.

(2) A lot owner's acceptance of the owner's interest in a lot constitutes a simultaneous conveyance of the lot in trust, with power of sale, to the trustee designated as provided in this section for the purpose of securing payment of all amounts due under the declaration and this chapter.

(3)

(a) A power of sale and other powers of a trustee under this part and under Sections 57-1-19 through 57-1-34 may not be exercised unless the association appoints a qualified trustee.

(b) An association's execution of a substitution of trustee form authorized in Section 57-1-22 is sufficient for appointment of a trustee under Subsection (3)(a).
(c) A person may not be a trustee under this part unless the person qualifies as a trustee under Subsection 57-1-21(1)(a)(i) or (iv).
(d) A trustee under this part is subject to all duties imposed on a trustee under Sections 57-1-19 through 57-1-34.
(4) This part does not prohibit an association from bringing an action against a lot owner to recover an amount for which a lien is created under Section 57-8a-301 or from taking a deed in lieu of foreclosure, if the action is brought or deed taken before the sale or foreclosure of the lot owner's lot under this part.

Amended by Chapter 95, 2013 General Session

57-8a-303 Notice of nonjudicial foreclosure -- Limitations on nonjudicial foreclosure.
(1) At least 30 calendar days before the day on which an association initiates a nonjudicial foreclosure by filing for record a notice of default in accordance with Section 57-1-24, the association shall deliver notice to the owner of the lot that is the intended subject of the nonjudicial foreclosure.
(2) The notice under Subsection (1):
(a) shall:
(i) notify the lot owner that the association intends to pursue nonjudicial foreclosure with respect to the owner's lot to enforce the association's lien for an unpaid assessment;
(ii) notify the lot owner of the owner's right to demand judicial foreclosure in the place of nonjudicial foreclosure;
(iii) be in substantially the following form:

"NOTICE OF NONJUDICIAL FORECLOSURE AND RIGHT TO DEMAND JUDICIAL FORECLOSURE

The (insert the name of the association), the association for the project in which your lot is located, intends to foreclose upon your lot and allocated interest in the common areas for delinquent assessments using a procedure that will not require it to file a lawsuit or involve a court. This procedure is governed by Utah Code, Sections 57-8a-303 and 57-8a-304, and is being followed in order to enforce the association's lien against your lot and to collect the amount of an unpaid assessment against your lot, together with any applicable late fees and the costs, including attorney fees, associated with the foreclosure proceeding. This procedure cannot and will not be used to foreclose upon your lot for delinquent fines for a violation of the association's governing documents. Alternatively, you have the right to demand that a foreclosure of your property for delinquent assessments be conducted in a lawsuit with the oversight of a judge. If you make this demand, the association may also include a claim for delinquent fines for a violation of the association's governing documents. Additionally, if you make this demand and the association prevails in the lawsuit, the costs and attorney fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney fees. If you want to make this demand, you must state in writing that 'I demand a judicial foreclosure proceeding upon my lot,' or words substantially to that effect. You must send this written demand by first class and certified U.S. mail, return receipt requested, within 30 days after the day on which this notice was delivered to you. The address to which you must mail your demand is (insert the association's address for receipt of a demand)."; and

(iv) be sent to the lot owner by certified mail, return receipt requested; and
(b) may be included with other association correspondence to the lot owner.
(3) An association may not use a nonjudicial foreclosure to enforce a lien if:
(a) the association fails to provide notice in accordance with Subsection (1);
(b) the lot owner mails the association a written demand for judicial foreclosure:
(i) by U.S. mail, certified with a return receipt requested;
(ii) to the address stated in the association's notice under Subsection (1); and
(iii) within 30 days after the day on which the return receipt described in Subsection (2)(a)(iv) shows the association's notice under Subsection (1) is delivered;
(c) the lien includes a fine described in Subsection 57-8a-301(1)(a)(iii); or
(d) unless the lien is on a time share estate as defined in Section 57-19-2, the lien does not include an assessment described in Subsection 57-8a-301(1)(a)(i) that is delinquent more than 180 days after the day on which the assessment is due.

Amended by Chapter 398, 2020 General Session

57-8a-304 Provisions applicable to nonjudicial foreclosure.
(1) An association's nonjudicial foreclosure of a lot is governed by:
(a) Sections 57-1-19 through 57-1-34, to the same extent as though the association's lien were a trust deed; and
(b) this part.
(2) If there is a conflict between a provision of this part and a provision of Sections 57-1-19 through 57-1-34 with respect to an association's nonjudicial foreclosure of a lot, the provision of this part controls.

Enacted by Chapter 355, 2011 General Session

57-8a-305 One-action rule not applicable -- Abandonment of enforcement proceeding.
(1) Subsection 78B-6-901(1) does not apply to an association's judicial or nonjudicial foreclosure of a lot under this part.
(2) An association may abandon a judicial foreclosure, nonjudicial foreclosure, or sheriff's sale and initiate a separate action or another judicial foreclosure, nonjudicial foreclosure, or sheriff's sale if the initial judicial foreclosure, nonjudicial foreclosure, or sheriff's sale is not complete.

Enacted by Chapter 355, 2011 General Session

57-8a-306 Costs and attorney fees in lien enforcement action.
(1) A court entering a judgment or decree in a judicial action brought under this part shall award the prevailing party its costs and reasonable attorney fees incurred before the judgment or decree and, if the association is the prevailing party, any costs and reasonable attorney fees that the association incurs collecting the judgment.
(2) In a nonjudicial foreclosure, an association may include in the amount due, and may collect, all costs and reasonable attorney fees incurred in collecting the amount due, including the costs of preparing, recording, and foreclosing a lien.

Enacted by Chapter 355, 2011 General Session

57-8a-307 Action to recover unpaid assessment.

An association need not pursue a judicial foreclosure or nonjudicial foreclosure to collect an unpaid assessment but may file an action to recover a money judgment for the unpaid assessment without waiving the lien under Section 57-8a-301.

Enacted by Chapter 355, 2011 General Session

57-8a-308 Appointment of receiver.

In an action by an association to collect an assessment or to foreclose a lien for an unpaid assessment, a court may:

(1) appoint a receiver, in accordance with Section 7-2-9, to collect and hold money alleged to be due and owing to a lot owner:
  (a) before commencement of the action; or
  (b) during the pendency of the action; and
(2) order the receiver to pay the association, to the extent of the association's common expense assessment, money the receiver holds under Subsection (1).

Enacted by Chapter 355, 2011 General Session

57-8a-309 Termination of a delinquent owner's rights -- Notice -- Informal hearing.

(1) As used in this section, "delinquent lot owner" means a lot owner who fails to pay an assessment when due.
(2) A board may, if authorized in the declaration, bylaws, or rules and as provided in this section, terminate a delinquent lot owner's right:
  (a) to receive a utility service for which the lot owner pays as a common expense; or
  (b) of access to and use of recreational facilities.
(3)
  (a) Before terminating a utility service or right of access to and use of recreational facilities under Subsection (2), the manager or board shall give the delinquent lot owner notice in a manner provided in the declaration, bylaws, or association rules.
  (b)
    (i) A notice under Subsection (3)(a) shall state:
      (A) that the association will terminate the lot owner's utility service or right of access to and use of recreational facilities, or both, if the association does not receive payment of the assessment within the time provided in the declaration, bylaws, or association rules, subject to Subsection (3)(b)(ii);
      (B) the amount of the assessment due, including any interest or late payment fee; and
      (C) the lot owner's right to request a hearing under Subsection (4).
    (ii) The time provided under Subsection (3)(b)(i)(A) may not be less than 14 days.
    (iii) A notice under Subsection (3)(a) may include the estimated cost to reinstate a utility service if service is terminated.
(4)
  (a) A delinquent lot owner may submit a written request to the board for an informal hearing to dispute the assessment.
  (b) A request under Subsection (4)(a) shall be submitted within 14 days after the date the delinquent lot owner receives the notice under Subsection (3).
(5) A board shall conduct an informal hearing requested under Subsection (4) in accordance with the standards provided in the declaration, bylaws, or association rules.

(6) If a delinquent lot owner requests a hearing, the association may not terminate a utility service or right of access to and use of recreational facilities until after the board:
  (a) conducts the hearing; and
  (b) enters a final decision.
(7) If an association terminates a utility service or a right of access to and use of recreational facilities, the association shall take immediate action to reinstate the service or right following the lot owner's payment of the assessment, including any interest and late payment fee.
(8) An association may:
  (a) assess a lot owner for the cost associated with reinstating a utility service that the association terminates as provided in this section; and
  (b) demand that the estimated cost to reinstate the utility service be paid before the service is reinstated, if the estimated cost is included in a notice under Subsection (3).

Enacted by Chapter 355, 2011 General Session

57-8a-310 Requiring tenant in residential lot to pay rent to association if owner fails to pay assessment.

(1) As used in this section:
  (a) "Amount owing" means the total of:
    (i) any assessment or obligation under Section 57-8a-301 that is due and owing; and
    (ii) any applicable interest, late fee, and cost of collection.
  (b) "Lease" means an arrangement under which a tenant occupies a lot owner's lot in exchange for the lot owner receiving a consideration or benefit, including a fee, service, gratuity, or emolument.
  (c) "Tenant" means a person, other than the lot owner, who has regular, exclusive occupancy of the lot owner's lot.
(2) Subject to Subsections (3) and (4), the board may require a tenant under a lease with a lot owner to pay the association all future lease payments due to the lot owner:
  (a) if:
    (i) the lot owner fails to pay an assessment for a period of more than 60 days after the assessment is due and payable; and
    (ii) authorized in the declaration, bylaws, or rules;
  (b) beginning with the next monthly or periodic payment due from the tenant; and
  (c) until the association is paid the amount owing.
(3)
  (a) Before requiring a tenant to pay lease payments to the association under Subsection (2), the association's manager or board shall give the lot owner notice, in accordance with the declaration, bylaws, or association rules.
  (b) The notice required under Subsection (3)(a) shall state:
    (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees;
    (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and
    (iii) that the association intends to demand payment of future lease payments from the lot owner's tenant if the lot owner does not pay the amount owing within 15 days.
(4)

(a) If a lot owner fails to pay the amount owing within 15 days after the association's manager or board gives the lot owner notice under Subsection (3), the association's manager or board may exercise the association's rights under Subsection (2) by delivering a written notice to the tenant.
(b) A notice under Subsection (4)(a) shall state that:
(i) due to the lot owner's failure to pay an assessment within the required time, the board has notified the lot owner of the board's intent to collect all lease payments until the amount owing is paid;
(ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the association, until the amount owing is paid; and
(iii) the tenant's payment of lease payments to the association does not constitute a default under the terms of the lease with the lot owner.
(c) The manager or board shall mail a copy of the notice to the lot owner.
(5)
(a) A tenant to whom notice under Subsection (4) is given shall pay to the association all future lease payments as they become due and owing to the lot owner:
(i) beginning with the next monthly or other periodic payment after the notice under Subsection (4) is delivered to the tenant; and
(ii) until the association notifies the tenant under Subsection (6) that the amount owing is paid.
(b) A lot owner:
(i) shall credit each payment that the tenant makes to the association under this section against any obligation that the tenant owes to the owner as though the tenant made the payment to the owner; and
(ii) may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an association as required under this section.
(6)
(a) Within five business days after the amount owing is paid, the association's manager or board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the association.
(b) The manager or board shall mail a copy of the notification described in Subsection (6)(a) to the lot owner.
(7)
(a) An association shall deposit money paid to the association under this section in a separate account and disburse that money to the association until:
(i) the amount owing is paid; and
(ii) any cost of administration, not to exceed $25, is paid.
(b) The association shall, within five business days after the amount owing is paid, pay to the lot owner any remaining balance.

Enacted by Chapter 355, 2011 General Session

57-8a-311 Statement from association's manager or board of unpaid assessment.

(1) An association's manager or board shall issue a written statement indicating any unpaid assessment with respect to a lot owner's lot upon:
(a) a written request by the lot owner; and
(b) payment of a reasonable fee not to exceed $25.
(2) A written statement under Subsection (1) is conclusive in favor of a person who relies on the written statement in good faith.

Enacted by Chapter 355, 2011 General Session

Part 4
Insurance

57-8a-401 Definition.

As used in this part, "reasonably available" means available using typical insurance carriers and markets, irrespective of the ability of the association to pay.

Enacted by Chapter 355, 2011 General Session

57-8a-402 Applicability of part.

(1) This part applies to an insurance policy or combination of insurance policies:
  (a) issued or renewed on or after July 1, 2011; and
  (b) issued to or renewed by:
    (i) a lot owner; or
    (ii) an association, regardless of when the association is formed.
(2) Unless otherwise provided in the declaration, this part does not apply to a project if all of the project's lots are restricted to entirely nonresidential use.
(3) Subject to Subsection (4), this part does not apply to a project if:
  (a) the initial declaration for the project is recorded before January 1, 2012;
  (b) the project includes attached dwellings; and
  (c) the declaration requires each lot owner to insure the lot owner's dwelling.
(4)
  (a) An association to which this part does not apply under Subsection (3) may amend the declaration, as provided in the declaration and applicable law, to subject the association to this part.
  (b) During the period of administrative control, an amendment under Subsection (4)(a) requires the consent of the declarant.

Amended by Chapter 152, 2013 General Session

57-8a-403 Property and liability insurance required -- Notice if insurance not reasonably available.

(1) Beginning not later than the day on which the first lot is conveyed to a person other than a declarant, an association shall maintain, to the extent reasonably available:
  (a) subject to Section 57-8a-405, blanket property insurance or guaranteed replacement cost insurance on the physical structure of all attached dwellings, limited common areas appurtenant to a dwelling on a lot, and common areas in the project, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils; and
  (b) subject to Section 57-8a-406, liability insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas.

(2) If an association becomes aware that property insurance under Subsection (1)(a) or liability insurance under Subsection (1)(b) is not reasonably available, the association shall, within seven calendar days after becoming aware, give all lot owners notice, as provided in Section 57-8a-214, that the insurance is not reasonably available.

Amended by Chapter 152, 2013 General Session

57-8a-404 Other and additional insurance -- Limit on effect of lot owner act or omission -- Insurer's subrogation waiver -- Inconsistent provisions.

(1)
(a) The declaration or bylaws may require the association to carry other types of insurance in addition to those described in Section 57-8a-403.
(b) In addition to any type of insurance coverage or limit of coverage provided in the declaration or bylaws and subject to the requirements of this part, an association may, as the board considers appropriate, obtain:
(i) an additional type of insurance than otherwise required; or
(ii) a policy with greater coverage than otherwise required.

(2) Unless a lot owner is acting within the scope of the lot owner's authority on behalf of an association, a lot owner's act or omission may not:
(a) void a property insurance policy under Subsection 57-8a-403(1)(a) or a liability insurance policy under Subsection 57-8a-403(1)(b); or
(b) be a condition to recovery under a policy.

(3) An insurer under a property insurance policy or liability insurance policy obtained by an association under this part waives its right to subrogation under the policy against:
(a) any person residing with a lot owner, if the lot owner resides on the lot; and
(b) the lot owner.

(4)
(a) An insurance policy issued to an association may not be inconsistent with any provision of this part.
(b) A provision of a governing document that is contrary to a provision of this part has no effect.
(c) Neither the governing documents nor a property insurance or liability insurance policy issued to an association may prevent a lot owner from obtaining insurance for the lot owner's own benefit.

Amended by Chapter 152, 2013 General Session

57-8a-405 Property insurance.

(1) This section applies to property insurance required under Subsection 57-8a-403(1)(a).

(2) The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding:
(a) items normally excluded from property insurance policies; and
(b) unless otherwise provided in the declaration, any commercial lot in a mixed-use project, including any fixture, improvement, or betterment in a commercial lot in a mixed-use project.

(3) Property insurance shall include coverage for any fixture, improvement, or betterment installed at any time to an attached dwelling or to a limited common area appurtenant to a dwelling on a lot, whether installed in the original construction or in any remodel or later alteration, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall

covering, window, and any other item permanently part of or affixed to an attached dwelling or to a limited common area.

(4) Notwithstanding anything in this part and unless otherwise provided in the declaration, an association is not required to obtain property insurance for a loss to a dwelling that is not physically attached to another dwelling or to a common area structure.

(5) Each lot owner is an insured person under a property insurance policy.

(6) If a loss occurs that is covered by a property insurance policy in the name of an association and another property insurance policy in the name of a lot owner:

(a) the association's policy provides primary insurance coverage; and

(b) notwithstanding Subsection (6)(a) and subject to Subsection (7):

(i) the lot owner is responsible for the association's policy deductible; and

(ii) building property coverage, often referred to as coverage A, of the lot owner's policy applies to that portion of the loss attributable to the association's policy deductible.

(7)

(a) As used in this Subsection (7) and Subsection (10):

(i) "Covered loss" means a loss, resulting from a single event or occurrence, that is covered by an association's property insurance policy.

(ii) "Lot damage" means damage to any combination of a lot, a dwelling on a lot, or a limited common area appurtenant to a lot or appurtenant to a dwelling on a lot.

(iii) "Lot damage percentage" means the percentage of total damage resulting in a covered loss that is attributable to lot damage.

(b) A lot owner who owns a lot that has suffered lot damage as part of a covered loss is responsible for an amount calculated by applying the lot damage percentage for that lot to the amount of the deductible under the association's property insurance policy.

(c) If a lot owner does not pay the amount required under Subsection (7)(b) within 30 days after substantial completion of the repairs to, as applicable, the lot, a dwelling on the lot, or the limited common area appurtenant to the lot, an association may levy an assessment against a lot owner for that amount.

(8) An association shall set aside an amount equal to the amount of the association's property insurance policy deductible or, if the policy deductible exceeds $10,000, an amount not less than $10,000.

(9)

(a) An association shall provide notice in accordance with Section 57-8a-214 to each lot owner of the lot owner's obligation under Subsection (7) for the association's policy deductible and of any change in the amount of the deductible.

(b)

(i) An association that fails to provide notice as provided in Subsection (9)(a) is responsible for the portion of the deductible that the association could have assessed to a lot owner under Subsection (7), but only to the extent that the lot owner does not have insurance coverage that would otherwise apply under this section.

(ii) Notwithstanding Subsection (9)(b)(i), an association that provides notice of the association's policy deductible, as required under Subsection (9)(a), but fails to provide notice of a later increase in the amount of the deductible is responsible only for the amount of the increase for which notice was not provided.

(c) An association's failure to provide notice as provided in Subsection (9)(a) may not be construed to invalidate any other provision of this part.

(10) If, in the exercise of the business judgment rule, the board determines that a covered loss is likely not to exceed the association's property insurance policy deductible, and until it becomes

apparent the covered loss exceeds the association's property insurance deductible and a claim is submitted to the association's property insurance insurer:

(a) for a lot to which a loss occurs, the lot owner's policy is considered the policy for primary coverage for the damage to that lot;

(b) the association is responsible for any covered loss to any common area;

(c) a lot owner who does not have a policy to cover the damage to that lot owner's lot is responsible for that lot damage, and the association may, as provided in Subsection (7)(c), recover any payments the association makes to remediate that lot; and

(d) the association need not tender the claim to the association's insurer.

(11)

(a) An insurer under a property insurance policy issued to an association shall adjust with the association a loss covered under the association's policy.

(b) Notwithstanding Subsection (11)(a), the insurance proceeds for a loss under an association's property insurance policy:

(i) are payable to an insurance trustee that the association designates or, if no trustee is designated, to the association; and

(ii) may not be payable to a holder of a security interest.

(c) An insurance trustee or an association shall hold any insurance proceeds in trust for the association, lot owners, and lien holders.

(d)

(i) If damaged property is to be repaired or restored, insurance proceeds shall be disbursed first for the repair or restoration of the damaged property.

(ii) After the disbursements described in Subsection (11)(d)(i) are made and the damaged property has been completely repaired or restored or the project terminated, any surplus proceeds are payable to the association, lot owners, and lien holders, as provided in the declaration.

(12) An insurer that issues a property insurance policy under this part, or the insurer's authorized agent, shall issue a certificate or memorandum of insurance to:

(a) the association;

(b) a lot owner, upon the lot owner's written request; and

(c) a holder of a security interest, upon the holder's written request.

(13) A cancellation or nonrenewal of a property insurance policy under this section is subject to the procedures stated in Section 31A-21-303.

(14) A board that acquires from an insurer the property insurance required in this section is not liable to lot owners if the insurance proceeds are not sufficient to cover 100% of the full replacement cost of the insured property at the time of the loss.

(15)

(a) Unless required in the declaration, property insurance coverage is not required for fixtures, improvements, or betterments in a commercial lot or limited common areas appurtenant to a commercial lot in a mixed-use project.

(b) Notwithstanding any other provision of this part, an association may obtain property insurance for fixtures, improvements, and betterments in a commercial lot in a mixed-use project if allowed or required in the declaration.

(16)

(a) This section does not prevent a person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a person at fault for the loss.

(b) Subsection (16)(a) does not affect Subsection 57-8a-404(3).

Amended by Chapter 152, 2013 General Session

57-8a-406 Liability insurance.

(1) This section applies to a liability insurance policy required under Subsection 57-8a-403(1)(b).
(2) A liability insurance policy shall be in an amount determined by the board but not less than an amount specified in the declaration or bylaws.
(3) Each lot owner is an insured person under a liability insurance policy that an association obtains, but only for liability arising from:
  (a) the lot owner's ownership interest in the common areas;
  (b) maintenance, repair, or replacement of common areas; and
  (c) the lot owner's membership in the association.

Amended by Chapter 152, 2013 General Session

57-8a-407 Damage to a portion of project -- Insurance proceeds.

(1)
  (a) If a portion of the project for which insurance is required under this part is damaged or destroyed, the association shall repair or replace the portion within a reasonable amount of time unless:
    (i) the project is terminated;
    (ii) repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or
    (iii)
      (A) at least 75% of the allocated voting interests of the lot owners in the association vote not to rebuild; and
      (B) each owner of a dwelling on a lot and the limited common area appurtenant to that lot that will not be rebuilt votes not to rebuild.
  (b) If a portion of a project is not repaired or replaced because the project is terminated, the termination provisions of applicable law and the governing documents apply.
(2)
  (a) The cost of repair or replacement of any lot in excess of insurance proceeds and reserves is a common expense to the extent the association is required under this chapter to provide insurance coverage for the lot.
  (b) The cost of repair or replacement of any common area in excess of insurance proceeds and reserves is a common expense.
(3) If the entire project is damaged or destroyed and not repaired or replaced:
  (a) the association shall use the insurance proceeds attributable to the damaged common areas to restore the damaged area to a condition compatible with the remainder of the project;
  (b) the association shall distribute the insurance proceeds attributable to lots and common areas that are not rebuilt to:
    (i) the lot owners of the lots that are not rebuilt;
    (ii) the lot owners of the lots to which those common areas that are not rebuilt were allocated; or
    (iii) lien holders; and
  (c) the association shall distribute the remainder of the proceeds to all the lot owners or lien holders in proportion to the common expense liabilities of all the lots.
(4) If the lot owners vote not to rebuild a lot:

(a) the lot's allocated interests are automatically reallocated upon the lot owner's vote as if the lot had been condemned; and
(b) the association shall prepare, execute, and submit for recording an amendment to the declaration reflecting the reallocations described in Subsection (4)(a).

Amended by Chapter 152, 2013 General Session

Part 5
Association Board

57-8a-501 Board.
(1) A director shall be:
(a) a natural person; and
(b) 18 years old or older.
(2) An association's bylaws may prescribe other qualifications for directors in addition to the requirements described in Subsection (1).
(3) Without limiting the qualifications an association prescribes under Subsection (2), an association may, through governing documents or the board's internal procedures, disqualify an individual from serving as a director because the individual:
(a) has been convicted of a felony; or
(b) is a sex offender.
(4) A director need not be a resident of this state or a unit owner in the association unless required by the association's bylaws.
(5) Except as limited in a declaration, the association bylaws, or other provisions of this chapter, a board acts in all instances on behalf of the association.

Amended by Chapter 503, 2023 General Session

57-8a-502 Period of administrative control.
(1) Unless otherwise provided for in a declaration and subject to Subsections (2) and (6), a period of administrative control terminates 60 days after the day on which 80% of the lots that may be created in the association are conveyed to lot owners other than a declarant.
(2) Notwithstanding Subsection (1) and subject to Subsection (6), the period of administrative control terminates no later than the earlier of:
(a) the day on which the declarant no longer owns any lot and no longer possesses any development right; or
(b) seven years after the day on which a declarant has ceased to offer lots, including lots that may be created, for sale in the ordinary course of business.
(3)
(a) A declarant may voluntarily surrender the right to appoint and remove a member of the board before the period of administrative control terminates under Subsection (1).
(b) Subject to Subsection (3)(a), the declarant may require, for the duration of the period of administrative control, that actions of the association or board, as specified in a recorded instrument executed by the declarant, be approved by the declarant before they become effective.

(c) During a period of administrative control, except as provided in Subsection (3)(a), a declarant may appoint the declarant's officers, employees, or agents as members of the board.

(4)

(a) Upon termination of the period of administrative control, the lot owners shall elect a board consisting of an odd number of at least three members, a majority of whom shall be lot owners.

(b) Unless the declaration provides for the election of officers by the lot owners, the board shall elect officers of the association.

(c) The board members and officers shall take office upon election or appointment.

(5) During the period of administrative control, the declarant shall:

(a) use reasonable care and prudence in managing and maintaining the common areas;

(b) establish a sound fiscal basis for the association by imposing and collecting assessments and establishing reserves for the maintenance and replacement of common areas;

(c) for a service that the association is or will be obligated to provide, disclose to the lot owners the amount of money the declarant provides for or subsidizes for that service;

(d) maintain records and account for the financial affairs of the association from the association's inception;

(e) comply with and enforce the terms of the declaration, including design controls, land-use restrictions, and the payment of assessments; and

(f) disclose to the lot owners all material facts and circumstances affecting:

(i) the condition of the property that the association is responsible for maintaining; and

(ii) the financial condition of the association, including the interest of the declarant and the declarant's affiliates in any contract, lease, or other agreement entered into by the association.

(6)

(a) As used in this Subsection (6), "large master planned development" means the same as that term is defined in Section 57-1-46.

(b) For a large master planned development, the day on which the period of administrative control terminates under Subsection (1) or (2) may be extended by 300 days to facilitate the completion of the process of turnover of governance of the association from the declarant to the lot owner-elected board if before the day on which the period of administrative control terminates under Subsection (1) or (2), the association:

(i) establishes a committee of the board that includes one or more lot owners to facilitate turnover of governance to the lot owner-elected board; or

(ii) sends notice to each lot owner for nomination of eligible board candidates to commence the process of turnover of governance to the lot owner-elected board.

(c) The turnover process described in Subsection (6)(b) may include:

(i) nominations for candidates for the lot owner-elected board;

(ii) eligibility verification for candidates for the lot owner-elected board that is consistent with the governing documents and Subsection 57-8a-501(3);

(iii) compliance with regular or special meeting notice requirements;

(iv) proxy solicitation;

(v) satisfaction of quorum requirements; or

(vi) updating association records and accounts.

Amended by Chapter 62, 2026 General Session

Part 6
Consolidation of Associations

57-8a-601 Consolidation of multiple associations.

(1) Two or more associations may be consolidated into a single association as provided in Title 16, Chapter 1a, Part 7, Merger, and this section.

(2) Unless the declaration, articles, or bylaws otherwise provide, a declaration of consolidation between two or more associations to consolidate into a single association is not effective unless it is approved by the lot owners of each of the consolidating associations by the highest percentage of allocated voting interests of the lot owners required by each association to amend its respective declaration, articles, or bylaws.

(3) A declaration of consolidation under Subsection (2) shall:

(a) be prepared, executed, and certified by the president of each of the consolidating associations; and

(b) provide for the reallocation of the allocated interests in the consolidated association by stating:

(i) the reallocations of the allocated interests in the consolidated association or the formulas used to reallocate the allocated interests; or

(ii)

(A) the percentage of overall allocated interests of the consolidated association that are allocated to all of the lots comprising each of the consolidating associations; and

(B) that the portion of the percentages allocated to each lot formerly comprising a part of a consolidating association is equal to the percentages of allocated interests allocated to the lot by the declaration of the consolidating association.

(4) A declaration of consolidation under Subsection (2) is not effective until it is recorded in the office of each applicable county recorder.

(5) Unless otherwise provided in the declaration of consolidation:

(a) the consolidated association resulting from a consolidation under this section is the legal successor for all purposes of all of the consolidating associations;

(b) the operations and activities of all of the consolidating associations shall be consolidated into the consolidated association; and

(c) the consolidated association holds all powers, rights, obligations, assets, and liabilities of all consolidating associations.

Amended by Chapter 92, 2026 General Session

Part 7
Solar Access

57-8a-701 Solar energy system -- Restriction in declaration or association rule.

(1) As used in this section, "detached dwelling" means a detached dwelling for which the association does not have an ownership interest in the detached dwelling's roof.

(2)

(a) No governing document, other than a declaration, may prohibit an owner of a lot with:

(i) a detached dwelling from installing a solar energy system; or

(ii) a dwelling attached to other dwellings from installing a solar energy system, if:

(A) the association does not have an ownership interest in the dwelling's roof or building exterior;
(B) the association does not have a maintenance, repair, or replacement obligation in the dwelling's roof or building exterior; and
(C) all lot owners with attached dwellings in the building agree to the installation of the solar energy system.

(b) Except as provided in Subsection (4), solar energy system restrictions on the owner of a lot described in Subsection (2)(a) shall be by declaration or association rule.

(3)

(a) An association may not amend the declaration to impose a prohibition on the installation of a solar energy system unless the association approves the prohibition by a vote of at least 67% of the allocated voting interests of the lot owners in the association.

(b) An association may amend an existing provision in a declaration that prohibits the installation of a solar energy system on a lot with a detached dwelling if the association approves the amendment by a vote of at least 51% of the allocated voting interests of the lot owners in the association.

(4) A declaration or an association rule may require an owner of a dwelling that installs a solar energy system on the owner's lot:

(a) install a solar energy system that, or install the solar energy system in a manner that:
(i) complies with applicable health, safety, and building requirements established by the state or a political subdivision of the state;
(ii) if the solar energy system is used to heat water, is certified by:
(A) the Solar Rating and Certification Corporation; or
(B) a nationally recognized solar certification entity;
(iii) if the solar energy system is used to produce electricity, complies with applicable safety and performance standards established by:
(A) the National Electric Code;
(B) the Institute of Electrical and Electronics Engineers;
(C) Underwriters Laboratories;
(D) an accredited electrical testing laboratory; or
(E) the state or a political subdivision of the state;
(iv) if the solar energy system is mounted on a roof:
(A) does not extend above the roof line; or
(B) has panel frame, support bracket, or visible piping or wiring that has a color or texture that is similar to the roof material; or
(v) if the solar energy system is mounted on the ground, is not visible from the street that a lot fronts;

(b) pay any reasonable cost or expense incurred by the association to review an application to install a solar energy system;

(c) be responsible, jointly and severally with any subsequent owner of the lot while the violation of the rule or requirement occurs, for any cost or expense incurred by the association to enforce a declaration requirement or association rule;

(d) as a condition of installing a solar energy system, to record a deed restriction against the owner's lot that runs with the land that requires the current owner of the lot to indemnify or reimburse the association or a member of the association for any loss or damage caused by the installation, maintenance, or use of the solar energy system, including costs and reasonable attorney fees incurred by the association or a member of the association; or

(e) follow restrictions on a solar energy system's size, location, or manner of placement if the restriction:
(i) decreases the solar energy system's production by 5% or less than the solar production without the restriction; and
(ii) increases the solar energy system's cost of installation by 5% or less than the cost of the installation without the restriction.

Amended by Chapter 207, 2025 General Session

57-8a-702 Attorney fees.

In an action to enforce this part, the court may award the prevailing party, in addition to any other available relief, an amount equal to the prevailing party's costs and reasonable attorney fees.

Enacted by Chapter 424, 2017 General Session

57-8a-703 Applicability.

(1) Except as provided in Subsection (2), this part applies to a declaration or official association action regardless of when the declaration was recorded or the official association action was taken.
(2) This part does not apply to an express prohibition or an express restriction on a lot owner's installation of a solar energy system:
(a) described in a declaration recorded before January 1, 2017; or
(b) created by official association action taken before January 1, 2017.
(3) This part does not apply during the period of administrative control.

Enacted by Chapter 424, 2017 General Session

Part 8
Electric Vehicle Charging Systems

Superseded 1/1/2027

57-8a-801 Definitions.

As used in this part:
(1) "Charging system" means a device that is:
(a) used to provide electricity to an electric or hybrid electric vehicle; and
(b) designed to ensure a safe connection between the electric grid and the vehicle.
(2) "General electrical contractor" means the same as that term is defined in Section 58-55-102.
(3) "Residential electrical contractor" means the same as that term is defined in Section 58-55-102.

Enacted by Chapter 439, 2022 General Session

Effective 1/1/2027

57-8a-801 Definitions.

As used in this part:
(1) "Charging system" means a device that is:
(a) used to provide electricity to an electric or hybrid electric vehicle; and

(b) designed to ensure a safe connection between the electric grid and the vehicle.
(2) "General electrical contractor" means the same as that term is defined in Section 58-55-202.
(3) "Residential electrical contractor" means the same as that term is defined in Section 58-55-202.

Amended by Chapter 42, 2026 General Session

57-8a-802 Electric vehicle charging systems -- Restrictions -- Responsibilities.
(1) Notwithstanding any provision in an association's governing documents to the contrary, an association may not prohibit a lot owner from installing or using a charging system in:
(a) a parking space:
(i) on the lot owner's lot; and
(ii) used for the parking or storage of a vehicle or equipment; or
(b) a limited common area parking space designated for the lot owner's exclusive use.
(2) An association may:
(a) require a lot owner to submit an application for approval of the installation of a charging system;
(b) require the lot owner to agree in writing to:
(i) hire a general electrical contractor or residential electrical contractor to install the charging system; or
(ii) if a charging system is installed in a common area, provide reimbursement to the association for the actual cost of the increase in the association's insurance premium attributable to the installation or use of the charging system;
(c) require a charging system to comply with:
(i) the association's reasonable design criteria governing the dimensions, placement, or external appearance of the charging system; or
(ii) applicable building codes;
(d) impose a reasonable charge to cover costs associated with the review and permitting of a charging system;
(e) impose a reasonable restriction on the installation and use of a charging system that does not significantly:
(i) increase the cost of the charging system; or
(ii) decrease the efficiency or performance of the charging system; or
(f) require a lot owner to pay the costs associated with installation, metering, and use of the charging system, including the cost of:
(i) electricity associated with the charging system; and
(ii) damage to a general common area, a limited common area, or an area subject to the exclusive use of another lot owner that results from the installation, use, maintenance, repair, removal, or replacement of the charging system.
(3) A lot owner who installs a charging system shall disclose to a prospective buyer of the lot:
(a) the existence of the charging system; and
(b) the lot owner's related responsibilities under this section.
(4) Unless the lot owner and the association or the declarant otherwise agree:
(a) a charging system installed under this section is the personal property of the lot owner of the lot with which the charging system is associated; and
(b) a lot owner who installs a charging system shall, before transferring ownership of the owner's lot, unless the prospective buyer of the lot accepts ownership and all rights and responsibilities that apply to the charging system under this section:
(i) remove the charging system; and

(ii) restore the premises to the condition before installation of the charging system.

Amended by Chapter 503, 2023 General Session