

HB0189S01 compared with HB0189

~~deleted text~~ shows text that was in HB0189 but was deleted in HB0189S01.

inserted text shows text that was not in HB0189 but was inserted into HB0189S01.

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Representative Joel K. Briscoe proposes the following substitute bill:

ELECTRIC VEHICLE CHARGING MODIFICATIONS

2022 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Joel K. Briscoe

Senate Sponsor: _____

LONG TITLE

General Description:

This bill enacts provisions related to electric vehicle charging systems.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ allows a property owner in a condominium association or community association to install and use an electric vehicle charging system; and
- ▶ allows a renter of a residential rental unit to install and use an electric vehicle charging system.

Money Appropriated in this Bill:

None

Other Special Clauses:

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None

Utah Code Sections Affected:

AMENDS:

57-8-3, as last amended by Laws of Utah 2020, Chapter 398

57-8a-102, as last amended by Laws of Utah 2020, Chapter 398

57-22-2, as last amended by Laws of Utah 2017, Chapter 19

ENACTS:

57-8-8.2, Utah Code Annotated 1953

57-8a-801, Utah Code Annotated 1953

57-22-5.2, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **57-8-3** is amended to read:

57-8-3. Definitions.

As used in this chapter:

(1) "Assessment" means any charge imposed by the association, including:

(a) common expenses on or against a unit owner pursuant to the provisions of the declaration, bylaws, or this chapter; and

(b) an amount that an association of unit owners assesses to a unit owner under

Subsection 57-8-43(9)(g).

(2) "Association of unit owners" or "association" means all of the unit owners:

(a) acting as a group in accordance with the declaration and bylaws; or

(b) organized as a legal entity in accordance with the declaration.

(3) "Building" means a building, containing units, and comprising a part of the property.

(4) "Charging system" means a device that is:

(a) used to provide electricity to one or more electric or hybrid electric vehicles; and

(b) designed to ensure a safe connection between the electric grid and the vehicle.

~~[(4)]~~ (5) "Commercial condominium project" means a condominium project that has no residential units within the project.

~~[(5)]~~ (6) "Common areas and facilities" unless otherwise provided in the declaration or

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lawful amendments to the declaration means:

- (a) the land included within the condominium project, whether leasehold or in fee simple;
- (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances, and exits of the building;
- (c) the basements, yards, gardens, parking areas, and storage spaces;
- (d) the premises for lodging of janitors or persons in charge of the property;
- (e) installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and incinerating;
- (f) the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;
- (g) such community and commercial facilities as may be provided for in the declaration; and
- (h) all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

~~[(6)]~~ (7) "Common expenses" means:

- (a) all sums lawfully assessed against the unit owners;
- (b) expenses of administration, maintenance, repair, or replacement of the common areas and facilities;
- (c) expenses agreed upon as common expenses by the association of unit owners; and
- (d) expenses declared common expenses by this chapter, or by the declaration or the bylaws.

~~[(7)]~~ (8) "Common profits," unless otherwise provided in the declaration or lawful amendments to the declaration, means the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses.

~~[(8)]~~ (9) "Condominium" means the ownership of a single unit in a multiunit project together with an undivided interest in common in the common areas and facilities of the property.

~~[(9)]~~ (10) "Condominium plat" means a plat or plats of survey of land and units prepared in accordance with Section 57-8-13.

~~[(10)]~~ (11) "Condominium project" means a real estate condominium project; a plan or

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project whereby two or more units, whether contained in existing or proposed apartments, commercial or industrial buildings or structures, or otherwise, are separately offered or proposed to be offered for sale. Condominium project also means the property when the context so requires.

~~[(11)]~~ (12) "Condominium unit" means a unit together with the undivided interest in the common areas and facilities appertaining to that unit. Any reference in this chapter to a condominium unit includes both a physical unit together with its appurtenant undivided interest in the common areas and facilities and a time period unit together with its appurtenant undivided interest, unless the reference is specifically limited to a time period unit.

~~[(12)]~~ (13) "Contractible condominium" means a condominium project from which one or more portions of the land within the project may be withdrawn in accordance with provisions of the declaration and of this chapter. If the withdrawal can occur only by the expiration or termination of one or more leases, then the condominium project is not a contractible condominium within the meaning of this chapter.

~~[(13)]~~ (14) "Convertible land" means a building site which is a portion of the common areas and facilities, described by metes and bounds, within which additional units or limited common areas and facilities may be created in accordance with this chapter.

~~[(14)]~~ (15) "Convertible space" means a portion of the structure within the condominium project, which portion may be converted into one or more units or common areas and facilities, including limited common areas and facilities in accordance with this chapter.

~~[(15)]~~ (16) "Declarant" means all persons who execute the declaration or on whose behalf the declaration is executed. From the time of the recordation of any amendment to the declaration expanding an expandable condominium, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within this definition. Any successors of the persons referred to in this subsection who come to stand in the same relation to the condominium project as their predecessors also come within this definition.

~~[(16)]~~ (17) "Declaration" means the instrument by which the property is submitted to the provisions of this act, as it from time to time may be lawfully amended.

~~[(17)]~~ (18) "Electrical corporation" means the same as that term is defined in Section 54-2-1.

~~[(18)]~~ (19) "Expandable condominium" means a condominium project to which

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additional land or an interest in it may be added in accordance with the declaration and this chapter.

~~[(19)]~~ (20) "Gas corporation" means the same as that term is defined in Section 54-2-1.

~~[(20)]~~ (21) "Governing documents":

(a) means a written instrument by which an association of unit owners may:

(i) exercise powers; or

(ii) manage, maintain, or otherwise affect the property under the jurisdiction of the

association of unit owners; and

(b) includes:

(i) articles of incorporation;

(ii) bylaws;

(iii) a plat;

(iv) a declaration of covenants, conditions, and restrictions; and

(v) rules of the association of unit owners.

~~[(21)]~~ (22) "Independent third party" means a person that:

(a) is not related to the unit owner;

(b) shares no pecuniary interests with the unit owner; and

(c) purchases the unit in good faith and without the intent to defraud a current or future

lienholder.

~~[(22)]~~ (23) "Judicial foreclosure" means a foreclosure of a unit:

(a) for the nonpayment of an assessment;

(b) in the manner provided by law for the foreclosure of a mortgage on real property;

and

(c) as provided in this chapter.

~~[(23)]~~ (24) "Leasehold condominium" means a condominium project in all or any portion of which each unit owner owns an estate for years in ~~[his]~~ the unit owner's unit, or in the land upon which that unit is situated, or both, with all those leasehold interests to expire naturally at the same time. A condominium project including leased land, or an interest in the land, upon which no units are situated or to be situated is not a leasehold condominium within the meaning of this chapter.

~~[(24)]~~ (25) "Limited common areas and facilities" means those common areas and

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facilities designated in the declaration as reserved for use of a certain unit or units to the exclusion of the other units.

~~[(25)]~~ (26) "Majority" or "majority of the unit owners," unless otherwise provided in the declaration or lawful amendments to the declaration, means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common areas and facilities.

~~[(26)]~~ (27) "Management committee" means the committee as provided in the declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules covering the operation and maintenance of the property.

~~[(27)]~~ (28) "Management committee meeting" means a gathering of a management committee, whether in person or by means of electronic communication, at which the management committee can take binding action.

~~[(28)]~~ (29) (a) "Means of electronic communication" means an electronic system that allows individuals to communicate orally in real time.

(b) "Means of electronic communication" includes:

- (i) web conferencing;
- (ii) video conferencing; and
- (iii) telephone conferencing.

~~[(29)]~~ (30) "Mixed-use condominium project" means a condominium project that has both residential and commercial units in the condominium project.

~~[(30)]~~ (31) "Nonjudicial foreclosure" means the sale of a unit:

- (a) for the nonpayment of an assessment;
- (b) in the same manner as the sale of trust property under Sections 57-1-19 through 57-1-34; and
- (c) as provided in this chapter.

~~[(31)]~~ (32) "Par value" means a number of dollars or points assigned to each unit by the declaration. Substantially identical units shall be assigned the same par value, but units located at substantially different heights above the ground, or having substantially different views, or having substantially different amenities or other characteristics that might result in differences in market value, may be considered substantially identical within the meaning of this subsection. If par value is stated in terms of dollars, that statement may not be considered to reflect or control the sales price or fair market value of any unit, and no opinion, appraisal, or

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fair market transaction at a different figure may affect the par value of any unit, or any undivided interest in the common areas and facilities, voting rights in the unit owners' association, liability for common expenses, or right to common profits, assigned on the basis thereof.

~~[(32)]~~ (33) "Period of administrative control" means the period of control described in Subsection 57-8-16.5(1).

~~[(33)]~~ (34) "Person" means an individual, corporation, partnership, association, trustee, or other legal entity.

~~[(34)]~~ (35) "Property" means the land, whether leasehold or in fee simple, the building, if any, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

~~[(35)]~~ (36) "Record," "recording," "recorded," and "recorder" have the meaning stated in Chapter 3, Recording of Documents.

~~[(36)]~~ (37) "Rentals" or "rental unit" means:

(a) a unit that:

(i) is not owned by an entity or trust; and

(ii) is occupied by an individual while the unit owner is not occupying the unit as the unit owner's primary residence; or

(b) an occupied unit owned by an entity or trust, regardless of who occupies the unit.

~~[(37)]~~ (38) "Size" means the number of cubic feet, or the number of square feet of ground or floor space, within each unit as computed by reference to the record of survey map and rounded off to a whole number. Certain spaces within the units including attic, basement, or garage space may be omitted from the calculation or be partially discounted by the use of a ratio, if the same basis of calculation is employed for all units in the condominium project and if that basis is described in the declaration.

~~[(38)]~~ (39) "Time period unit" means an annually recurring part or parts of a year specified in the declaration as a period for which a unit is separately owned and includes a timeshare estate as defined in Section 57-19-2.

~~[(39)]~~ (40) "Unconstructed unit" means a unit that:

(a) is intended, as depicted in the condominium plat, to be fully or partially contained

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in a building; and

(b) is not constructed.

~~[(40)]~~ (41) (a) "Unit" means a separate part of the property intended for any type of independent use, which is created by the recording of a declaration and a condominium plat that describes the unit boundaries.

(b) "Unit" includes one or more rooms or spaces located in one or more floors or a portion of a floor in a building.

(c) "Unit" includes a convertible space, in accordance with Subsection 57-8-13.4(3).

~~[(41)]~~ (42) "Unit number" means the number, letter, or combination of numbers and letters designating the unit in the declaration and in the record of survey map.

~~[(42)]~~ (43) "Unit owner" means the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in the declaration or, in the case of a leasehold condominium project, the person or persons whose leasehold interest or interests in the condominium unit extend for the entire balance of the unexpired term or terms.

Section 2. Section **57-8-8.2** is enacted to read:

57-8-8.2. Electric vehicle charging systems -- Restrictions -- Responsibilities.

(1) As used in this section:

(a) "General electrical contractor" means the same as that term is defined in Section 58-55-102.

(b) "Residential electrical contractor" means the same as that term is defined in Section 58-55-102.

(2) Notwithstanding any provision in an association's governing documents to the contrary, an association may not:

(a) prohibit a unit owner from installing or using a charging system in:

(i) a deeded parking area; or

(ii) a limited common area or facility designated for the unit owner's use; or

(b) charge a fee to a unit owner for the unit owner's installation or use of a charging system.

(3) For an association that assigns a unit owner's parking area, upon request, the association shall assign a unit owner a different parking area that allows the unit owner to

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install a charging system if:

(a) site conditions prevent the installation of a charging system in the unit owner's assigned parking area; or

(b) the cost of installing a charging system in the unit owner's assigned parking area makes installation of the charging system prohibitive.

(4) An association may require:

(a) a unit owner to submit an application for approval of the installation of a charging system;

(b) the unit 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; or

(c) 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.

(5) For an association that requires an application described in Subsection (4)(a), if a unit owner complies with this section, the association shall approve the unit owner's completed application within 60 days after the day on which the unit owner submits the application, unless the delay in approving the application is based on the association's reasonable request for additional information.

(~~5~~)6) A unit owner who installs a charging system shall:

(a) pay the costs of:

(i) installing the charging system;

(ii) electricity usage associated with the charging system;

(iii) repair, maintenance, removal, or replacement of the charging system;

(iv) repairing any damage to a common area that results from the installation, maintenance, removal, or replacement of the charging system; and

(v) if reasonably necessary for the repair, maintenance, or replacement of a common

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area, the removal or relocation of the charging system; and

(b) maintain a valid insurance policy covering the unit owner's obligations described in this Subsection (~~f5~~6) and name the association as an additional insured under the unit owner's insurance policy.

(~~f6~~7) (a) A unit owner who installs a charging system at the unit owner's expense owns the charging system.

(b) A unit owner shall disclose to a prospective buyer of the unit owner's unit:

(i) the existence of any charging system the unit owner owns; and

(ii) the unit owner's related responsibilities under this section.

Section 3. Section **57-8a-102** is amended to read:

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) pursuant to 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 Title 57, Chapter 8, Condominium Ownership Act.

(3) " Board meeting" means a gathering of a board, whether in person or by means of

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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) "Charging system" means a device that is:

(a) used to provide electricity to one or more electric or hybrid electric vehicles; and

(b) designed to ensure a safe connection between the electric grid and the vehicle.

~~(5)~~ (6) "Common areas" means property that the association:

(a) owns;

(b) maintains;

(c) repairs; or

(d) administers.

~~(6)~~ (7) "Common expense" means costs incurred by the association to exercise any of the powers provided for in the association's governing documents.

~~(7)~~ (8) (a) "Declarant"~~[-(a)-]~~ means the person who executes a declaration and submits ~~it~~ the declaration for recording in the office of the recorder of the county in which the property described in the declaration is located~~[-and]~~.

(b) "Declarant" includes the person's successor and assign.

~~(8)~~ (9) "Electrical corporation" means the same as that term is defined in Section 54-2-1.

~~(9)~~ (10) "Gas corporation" means the same as that term is defined in Section 54-2-1.

~~(10)~~ (11) (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.

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~~[(11)]~~ (12) "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.

~~[(12)]~~ (13) "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.

~~[(13)]~~ (14) "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.

~~[(14)]~~ (15) "Limited common areas" means common areas described in the declaration and allocated for the exclusive use of one or more lot owners.

~~[(15)]~~ (16) "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.

~~[(16)]~~ (17) (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.

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~~[(17)]~~ (18) "Mixed-use project" means a project under this chapter that has both residential and commercial lots in the project.

~~[(18)]~~ (19) "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.

~~[(19)]~~ (20) "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.

~~[(20)]~~ (21) "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; or

(b) an occupied lot owned by an entity or trust, regardless of who occupies the lot.

~~[(21)]~~ (22) "Residential lot" means a lot, the use of which is limited by law, covenant, or otherwise to primarily residential or recreational purposes.

~~[(22)]~~ (23) "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 ~~[(22)]~~ (23)(a).

Section 4. Section **57-8a-801** is enacted to read:

Part 8. Electric Vehicle Charging Systems

57-8a-801. Electric vehicle charging systems -- Restrictions -- Responsibilities.

(1) As used in this section:

(a) "General electrical contractor" means the same as that term is defined in Section 58-55-102.

(b) "Residential electrical contractor" means the same as that term is defined in Section

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58-55-102.

(2) Notwithstanding any provision in an association's governing documents to the contrary, an association may not:

(a) prohibit a lot owner from installing or using a charging system:

(i) on the lot owner's lot;

(ii) in a deeded parking area; or

(iii) in a limited common area or facility designated for the lot owner's use; or

(b) charge a fee to a lot owner for the lot owner's installation or use of a charging system.

(3) For an association that assigns a lot owner's parking area, upon request, the association shall assign a lot owner a different parking area that allows the lot owner to install a charging system if:

(a) site conditions prevent the installation of a charging system in the lot owner's assigned parking area; or

(b) the cost of installing a charging system in the lot owner's assigned parking area makes installation of the charging system prohibitive.

(4) An association may require:

(a) a lot owner to submit an application for approval of the installation of a charging system;

(b) 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) 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; or

(c) 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.

(5) For an association that requires an application described in Subsection (4)(a), if a lot owner complies with this section, the association shall approve the lot owner's completed application within 60 days after the day on which the lot owner submits the application, unless

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the delay in approving the application is based on the association's reasonable request for additional information.

(~~5~~6) A lot owner who installs a charging system shall:

(a) pay the costs of:

(i) installing the charging system;

(ii) electricity usage associated with the charging system;

(iii) repair, maintenance, removal, or replacement of the charging system;

(iv) repairing any damage to a common area that results from the installation,

maintenance, removal, or replacement of the charging system; and

(v) if reasonably necessary for the repair, maintenance, or replacement of a common area, the removal or relocation of the charging system; and

(b) maintain a valid insurance policy covering the lot owner's obligations described in this Subsection (~~5~~6) and name the association as an additional insured under the lot owner's insurance policy.

(~~6~~7) (a) A lot owner who installs a charging system at the lot owner's expense owns the charging system.

(b) A lot owner shall disclose to a prospective buyer of the lot owner's lot:

(i) the existence of any charging system the lot owner owns; and

(ii) the lot owner's related responsibilities under this section.

Section 5. Section 57-22-2 is amended to read:

57-22-2. Definitions.

As used in this chapter:

(1) "Charging system" means a device that is:

(a) used to provide electricity to one or more electric or hybrid electric vehicles; and

(b) designed to ensure a safe connection between the electric grid and the vehicle.

(~~1~~) (2) "Owner" means the owner, lessor, or sublessor of a residential rental unit. A managing agent, leasing agent, or resident manager is considered an owner for purposes of notice and other communication required or allowed under this chapter unless the agent or manager specifies otherwise in writing in the rental agreement.

(~~2~~) (3) "Rental agreement" means any agreement, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy

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of a residential rental unit.

~~[(3)]~~ (4) "Rental application" means an application required by an owner as a prerequisite to the owner entering into a rental agreement for a residential rental unit.

~~[(4)]~~ (5) "Renter" means any person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.

~~[(5)]~~ (6) "Residential rental unit" means a renter's principal place of residence and includes the appurtenances, grounds, and facilities held out for the use of the residential renter generally, and any other area or facility provided to the renter in the rental agreement. It does not include facilities contained in a boarding or rooming house or similar facility, mobile home lot, or recreational property rented on an occasional basis.

Section 6. Section **57-22-5.2** is enacted to read:

57-22-5.2. Electric vehicle charging systems-- Restrictions -- Responsibilities.

(1) As used in this section:

(a) "General electrical contractor" means the same as that term is defined in Section 58-55-102.

(b) "Residential electrical contractor" means the same as that term is defined in Section 58-55-102.

(2) Notwithstanding any provision in a rental agreement to the contrary and subject to the provisions of this section, an owner may not:

(a) prohibit a renter from installing or using a charging system in the residential rental unit; or

(b) charge a fee to a renter for the renter's installation or use of a charging system.

(3) For an owner who assigns a renter's parking area, upon request, an owner shall assign a renter a different parking area that allows the renter to install a charging system if:

(a) site conditions prevent the installation of a charging system in the renter's assigned parking area; or

(b) the cost of installing a charging system in the renter's assigned parking area makes installation of the charging system prohibitive.

(4) An owner may require:

(a) a renter to submit an application for approval of the installation of a charging system;

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(b) a renter to agree in writing to:

(i) hire a general electrical contractor or residential electrical contractor to install the charging system; or

(ii) provide reimbursement to the owner for the actual cost of the increase in the owner's insurance premium attributable to the installation or use of the charging system;

(c) a charging system to comply with:

(i) the owner's reasonable design criteria governing the dimensions, placement, or external appearance of the charging system; or

(ii) applicable building codes; or

(d) if the owner installs a charging system at the request of the renter, the renter to reimburse the owner for the costs of installing the charging system.

(5) For an owner who requires an application described in Subsection (4)(a), if a renter complies with this section, the owner shall approve the renter's completed application within 60 days after the day on which the renter submits the application, unless the delay in approving the application is based on the owner's reasonable request for additional information.

~~(5)~~6) A renter who installs a charging system shall:

(a) pay the costs of:

(i) installing the charging system;

(ii) electricity usage associated with the charging system;

(iii) repair, maintenance, removal, or replacement of the charging system;

(iv) repairing any damage to the residential rental unit that results from the installation, maintenance, removal, or replacement of the charging system; and

(v) if reasonably necessary for the repair, maintenance, or replacement of any portion of the residential rental unit, the removal or relocation of the charging system; and

(b) maintain a valid insurance policy covering the renter's obligations described in this Subsection ~~(5)~~6) and name the owner as an additional insured under the renter's insurance policy.

~~(6)~~7) (a) A renter who installs a charging system at the renter's expense owns the charging system.

(b) Upon termination of a rental agreement, a renter who has installed a charging system may:

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(i) remove the charging system; or

(ii) sell the charging system.

(~~7~~8) This section does not require an owner to purchase a charging system from a renter.