

## HB0189S03 compared with HB0189S02

~~text~~ shows text that was in HB0189S02 but was deleted in HB0189S03.

text shows text that was not in HB0189S02 but was inserted into HB0189S03.

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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: \_\_\_\_\_

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#### **LONG TITLE**

##### **General Description:**

This bill enacts provisions related to electric vehicle charging systems.

##### **Highlighted Provisions:**

This bill:

- ▶ defines terms;
- ▶ prohibits a condominium association or community association from adopting a rule that prohibits a property owner from installing, maintaining, or removing an electric vehicle charging system;
- ▶ allows a property owner in a condominium association or community association to install and use an electric vehicle charging system;
- ▶ requires a condominium association or community association to establish and implement a process by a certain date to enable a property owner to install an

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electric vehicle charging system;

- ▶ requires an owner of a residential unit to establish and implement a process by a certain date to enable a renter to apply to install an electric vehicle charging system; and
- ▶ makes technical and conforming changes.

### Money Appropriated in this Bill:

None

### Other Special Clauses:

None

### Utah Code Sections Affected:

AMENDS:

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

**57-8-8.1**, as last amended by Laws of Utah 2021, Chapter 197

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

**57-8a-218**, as last amended by Laws of Utah 2021, Chapters 102 and 197

**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

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*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:

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- (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 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

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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 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

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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 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;

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(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 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;

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(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 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

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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 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 **57-8-8.1** is amended to read:

### **57-8-8.1. Equal treatment by rules required -- Limits on rules.**

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

(b) Notwithstanding Subsection (1)(a), a rule may:

(i) vary according to the level and type of service that the association of unit owners



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provides to unit owners;

(ii) differ between residential and nonresidential uses; or

(iii) for a unit that a unit owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals that may use the common areas and facilities as the rental unit tenant's guest or as the unit owner's guest.

(2) (a) If a unit owner owns a rental unit and is in compliance with the association of unit owners' governing documents and any rule that the association of unit owners adopts under Subsection (4), a rule may not treat the unit owner differently because the unit owner owns a rental unit.

(b) Notwithstanding Subsection (2)(a), a rule may:

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

(ii) if the rental unit owner retains the right to use the association of unit owners' common areas and facilities, even occasionally:

(A) charge a rental unit owner a fee to use the common areas and facilities; and

(B) for a unit that a unit owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals that may use the common areas and facilities as the rental unit tenant's guest or as the unit owner's guest; or

(iii) include a provision in the association of unit owners' governing documents that:

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

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

(3) (a) A rule may not interfere with the freedom of a unit owner to determine the composition of the unit owner's household.

(b) Notwithstanding Subsection (3)(a), an association of unit owners 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

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(B) fair use of the common areas and facilities.

(4) Unless contrary to a declaration, a rule may require a minimum lease term.

(5) Unless otherwise provided in the declaration, an association of unit owners may by rule:

(a) regulate the use, maintenance, repair, replacement, and modification of common areas and facilities;

(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 facilities; and

(ii) a service provided to a unit owner;

(c) impose a charge for a late payment of an assessment; or

(d) provide for the indemnification of the association of unit owners' officers and management committee consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(6) (a) Except as provided in Subsection (6)(b), a rule may not prohibit a unit owner from installing a personal security camera immediately adjacent to the entryway, window, or other outside entry point of the owner's condominium unit.

(b) A rule may prohibit a unit owner from installing a personal security camera in a common area not physically connected to the owner's unit.

(7) A rule may not prohibit a unit owner from:

(a) installing or maintaining a charging system; or

(b) removing the unit owner's charging system.

~~[(7)]~~ (8) A rule shall be reasonable.

~~[(8)]~~ (9) A declaration, or an amendment to a declaration, may vary any of the requirements of Subsections (1) through (5), except Subsection (1)(b)(ii).

~~[(9)]~~ (10) This section applies to an association of unit owners regardless of when the association of unit owners is created.

Section 3. Section **57-8-8.2** is enacted to read:

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

(1) An association shall establish and implement a process to allow a unit owner to install, maintain, and remove a charging system.

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(2) In the process described in Subsection (1), an association may address:

- (a) application requirements;
- (b) construction requirements;
- (c) maintenance responsibilities;
- (d) charging system interoperability;
- (e) reasonable design criteria;
- (f) allocation of charging system costs; and
- (g) shared ownership.

~~{ (3) If an association requires a unit owner to submit an application under the process described in Subsection (1), the association:~~

- ~~— (a) may not charge an application fee; and~~
- ~~— (b) if the unit owner satisfies the requirements the association establishes under Subsection (1), 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.~~

~~‡~~ (~~4~~3) If an association provides a charging system for the use of the association's unit owners, an association may charge a unit owner a fee limited to the actual cost of the electricity the unit owner uses.

(~~5~~4) The provisions of this section apply on and after January 1, 2023.

Section 4. 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:

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(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 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

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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.

~~[(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

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(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.

~~[(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.

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~~[(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 5. Section **57-8a-218** is amended to read:

### **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) Notwithstanding Subsection (1)(a), 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) 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) Notwithstanding Subsection (2)(a), 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

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of a provision of the governing documents.

(3) (a) A rule criterion may not abridge the rights of a lot owner to display religious and holiday signs, symbols, and decorations inside a dwelling on a lot.

(b) Notwithstanding Subsection (3)(a), the association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling or lot.

(4) (a) A rule may not regulate the content of political signs.

(b) Notwithstanding Subsection (4)(a):

(i) a rule may regulate the time, place, and manner of posting a political sign; and

(ii) an association design provision may establish design criteria for political signs.

(5) (a) A rule may not interfere with the freedom of a lot owner to determine the composition of the lot owner's household.

(b) Notwithstanding Subsection (5)(a), 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.

(6) (a) A rule may not interfere with an activity of a lot owner within the confines of a dwelling or lot, to the extent that the activity is in compliance with local laws and ordinances.

(b) Notwithstanding Subsection (6)(a), a rule may prohibit an activity within a dwelling on an owner's lot 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 from 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 (6)(b)



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that affect the use of or behavior inside the dwelling.

(7) (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) Notwithstanding Subsection (7)(a), 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 (7) 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.

(8) (a) Subject to Subsection (8)(b), a rule may not:

- (i) prohibit the transfer of a lot; or
  - (ii) require the consent of the association or board to transfer a lot.
- (b) Unless contrary to a declaration, a rule may require a minimum lease term.

(9) (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 (9)(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 (9)(a).

(10) 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.

(11) 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

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(b) the exercise of a right associated with an easement.

(12) 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.

(13) 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.

(14) A rule may not 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.

(15) (a) Except as provided in Subsection (15)(b), a rule may not prohibit the owner of a residential lot from constructing an internal accessory dwelling unit, as defined in Section 10-9a-530, within the owner's residential lot.

(b) Subsection (15)(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.

(16) A rule may not prohibit a lot owner from installing, maintaining, or removing a charging system on the lot owner's lot.

~~(16)~~ (17) A rule shall be reasonable.

~~(17)~~ (18) A declaration, or an amendment to a declaration, may vary any of the requirements of Subsections (1) through (13), except Subsection (1)(b)(ii).

~~(18)~~ (19) A rule may not be inconsistent with a provision of the association's

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declaration, bylaws, or articles of incorporation.

~~[(19)]~~ (20) This section applies to an association regardless of when the association is created.

Section 6. Section **57-8a-801** is enacted to read:

### Part 8. Electric Vehicle Charging Systems

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

(1) An association shall establish and implement a process to allow a lot owner to install, maintain, and remove a charging system.

(2) In the process described in Subsection (1), an association may address:

- (a) application requirements;
- (b) construction requirements;
- (c) maintenance responsibilities;
- (d) charging system interoperability;
- (e) reasonable design criteria;
- (f) allocation of charging system costs; and
- (g) shared ownership.

~~{~~ (3) If an association requires a lot owner to submit an application under the process described in Subsection (1), the association:

- ~~\_\_\_\_\_~~ (a) may not charge an application fee; and
- ~~\_\_\_\_\_~~ (b) if the lot owner satisfies the requirements the association establishes under Subsection (1), shall approve the lot owner's completed application within 60 days after the day on which the lot owner submits the application, unless the delay in approving the application is based on the association's reasonable request for additional information.

~~‡~~ (~~4~~3) If an association provides a charging system for the use of the association's lot owners, an association may charge a lot owner a fee limited to the actual cost of electricity the lot owner uses.

(~~5~~4) The provisions of this section apply on and after January 1, 2023.

Section 7. 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:

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(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 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 8. 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) Upon a renter's request, an owner shall establish and implement a process for the renter to apply to install a charging system on the owner's property.

(3) If an owner allows a renter to install a charging system on the owner's property, the owner may:

(a) require that:

(i) the renter assume all costs related to the charging system;

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(ii) the renter agree in writing to:

(A) a payment schedule for any charging system installation costs; and

(B) the disposition of the charging system and any attachments upon termination of the rental agreement;

(iii) a general electrical contractor or residential electrical contractor install the charging system;

(iv) the renter pay a deposit equal to the estimated costs to remove the charging system; and

(v) after removal of the charging system, the renter restore the property to the original condition; and

(b) determine the location of the charging system.

(4) Nothing in this section requires an owner to allow a renter to install a charging system.

(5) The provisions of this section apply on and after January 1, 2023.