SB0152S02 compared with SB0152S01

~~{deleted text}~~ shows text that was in SB0152S01 but was deleted in SB0152S02.

inserted text shows text that was not in SB0152S01 but was inserted into SB0152S02.

DISCLAIMER: This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will NOT be completely accurate. Therefore, you need to read the actual bills. This automatically generated document could contain inaccuracies caused by: limitations of the compare program; bad input data; or other causes.

Senator Wayne A. Harper proposes the following substitute bill:

COMMUNITY ASSOCIATION REGULATION AMENDMENTS

2022 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Wayne A. Harper

House Sponsor: A. Cory~~{ A.}~~ Maloy

LONG TITLE

General Description:

This bill amends provisions of the Condominium Ownership Act and the Community Association Act.

Highlighted Provisions:

This bill:

- amends and enacts provisions regarding rules an association of unit owners may establish regarding:
  - a unit owner's display of a religious or holiday sign, symbol, or decoration;
  - the display of a for-sale sign or a campaign sign in a window of the owner's condominium unit;
  - the content or design criteria of a political sign; and
  - water-efficient landscaping;

- amends provisions regarding association records;
- amends provisions regarding rules an association may establish regarding:
  - a lot owner's display of a religious or holiday sign, symbol, or decoration;
  - a lot owner's display of a political sign; and
  - an activity of a lot owner within the confines of a dwelling or lot;
- prohibits an association from establishing a rule prohibiting or restricting:
  - a lot owner from displaying a for-sale sign; or
  - the conversion of a grass parking strip to water-efficient landscaping;
- requires an association to establish a rule supporting water-efficient landscaping;
- amends provisions regarding association of unit owners records;
- enacts provisions regarding electric vehicle charging systems;
- amends provisions regarding solar energy systems; and
- makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

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

57-8-17, as last amended by Laws of Utah 2018, Chapter 395

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

57-8a-227, as last amended by Laws of Utah 2018, Chapter 395

57-8a-701, as enacted by Laws of Utah 2017, Chapter 424

ENACTS:

57-8-8.2, Utah Code Annotated 1953

57-8a-801, Utah Code Annotated 1953

57-8a-802, Utah Code Annotated 1953

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

Section 1. 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 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

(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) A rule may not abridge the right of a unit owner to display a religious or holiday sign, symbol, or decoration inside the owner's condominium unit.

(b) An association may adopt a reasonable time, place, and manner restriction with respect to a display that is visible from the exterior of a unit.

(8) (a) A rule may not:

(i) prohibit a unit owner from displaying in a window of the owner's condominium unit:

(A) a for-sale sign; or

(B) a political sign;

(ii) regulate the content of a political sign; or

(iii) establish design criteria for a political sign.

(b) Notwithstanding Subsection (8)(a), a rule may reasonably regulate the size and time, place, and manner of posting a for-sale sign or a political sign.

(9) An association of unit owners:

(a) shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions; and

(b) may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

[~~(7)~~] (10) A rule shall be reasonable.

[~~(8)~~] (11) 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)~~] (12) This section applies to an association of unit owners regardless of when the association of unit owners is created.

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) "Charging system" means a device that is:

(i) used to provide electricity to an electric or hybrid electric vehicle; and

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

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

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

(a) a parking space:

(i) assigned to the unit owner's unit; and

(ii) used for the parking or storage of a vehicle or equipment; or

(b) a limited common area parking space designated for the unit owner's exclusive use.

(3) An association may:

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

(b) require 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;

(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 station;

(e) impose a reasonable restriction on the installation and use of a charging station that does not significantly:

(i) increase the cost of the charging station; or

(ii) decrease the efficiency or performance of the charging station; or

(f) require a unit owner to pay the costs associated with installation, metering, and use of the charging station, including the cost of:

(i) electricity associated with the charging station; and

(ii) damage to a general common area, a limited common area, or an area subject to the exclusive use of another unit owner that results from the installation, use, maintenance, repair, removal, or replacement of the charging station.

(4) A unit owner who installs a charging system shall disclose to a prospective buyer of the unit:

(a) the existence of the charging station; and

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

(5) Unless the unit owner and the association or the declarant otherwise agree:

(a) a charging station installed under this section is the personal property of the unit owner of the unit with which the charging station is associated; and

(b) a unit owner who installs a charging station shall, before transferring ownership of the owner's unit, unless the prospective buyer of the unit accepts ownership and all rights and responsibilities that apply to the charging station under this section:

(i) remove the charging station; and

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

Section 3. Section **57-8-17** is amended to read:

57-8-17. Records -- Availability for examination.

[~~(1) (a) Subject to Subsection (1)(b), an association of unit owners shall keep and make documents available to unit owners in accordance with Sections 16-6a-1601 through 1603, 16-6a-1605, 16-6a-1606, and 16-6a-1610:~~]

[~~(i)~~] (1) (a) Subject to Subsection (1)(b) and regardless of whether the association of unit owners is incorporated under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act[~~; and~~], an association of unit owners shall keep and make available to unit owners:

[~~(ii) including keeping and making available to unit owners a copy of the association of unit owners':~~]

[~~(A) declaration and bylaws;~~{

}]

(i) each record identified in Subsections 16-6a-1601(1) through (5), in accordance with 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; [~~and~~]

(C) most recent budget and financial statement[~~.~~];

(D) most recent reserve analysis; and

(E) certificate of insurance for each insurance policy the association of unit owners holds.

(b) An association of unit owners may redact the following information from any document the association of unit owners produces for inspection or copying:

(i) a Social Security number;

(ii) a bank account number; or

(iii) any communication subject to attorney-client privilege.

(2) (a) In addition to the requirements described in Subsection (1), an association of unit owners shall:

(i) make documents available to unit owners in accordance with the association of unit owners' governing documents; and

(ii) (A) if the association of unit owners has an active website, make the documents described in [~~Subsection~~] Subsections (1)(a)(ii)(A) through (C) available to unit owners, free of charge, through the website; or

(B) if the association of unit owners does not have an active website, make physical copies of the documents described in [~~Subsection~~] Subsections (1)(a)(ii)(A) through (C) available to unit owners during regular business hours at the association of unit owners' address registered with the Department of Commerce under Section 57-8-13.1.

(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 of unit owners' 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 unit owner shall include:

(i) the association of unit owners' name;

(ii) the unit owner's name;

(iii) the unit owner's property address;

(iv) the unit 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 unit owner may:

(i) elect whether to inspect or copy the documents;

(ii) if the unit 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 of unit owners 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 unit 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 of unit owners email the requested documents to an email address provided in the request.

(4) (a) An association of unit owners shall comply with a request described in Subsection (3).

(b) If an association of unit owners produces the copies or electronic scans:

(i) the copies or electronic scans shall be legible and accurate; and

(ii) the unit owner shall pay the association of unit owners the reasonable cost of the copies or electronic scans and for time spent meeting with the unit owner, which may not exceed:

(A) the actual cost that the association of unit owners paid to a recognized third party duplicating service to make the copies or electronic scans; or

(B) 10 cents per page and $15 per hour for the employee's, manager's, or other agent's time making the copies or electronic scans.

(c) If a unit owner requests a recognized third party duplicating service make the copies or electronic scans:

(i) the association of unit owners shall arrange for the delivery and pick up of the original documents; and

(ii) the unit owner shall pay the duplicating service directly.

(d) Subject to Subsection (9), if a unit owner requests to bring imaging equipment to the inspection, the association of unit owners shall provide the necessary space, light, and power for the imaging equipment.

(5) If, in response to a unit owner's request to inspect or copy documents, an association of unit owners fails to comply with a provision of this section, the association of unit owners shall pay:

(a) the reasonable costs of inspecting and copying the requested documents;

(b) for items described in [~~Subsection~~] Subsections (1)(a)(ii)(A) through (C), $25 to the unit owner who made the request for each day the request continues unfulfilled, beginning the sixth day after the day on which the unit owner made the request; and

(c) reasonable attorney fees and costs incurred by the unit owner in obtaining the inspection and copies of the requested documents.

(6) (a) In addition to any remedy in the association of unit owners' governing documents or as otherwise provided by law, a unit owner may file an action in court under this section if:

(i) subject to Subsection (9), an association of unit owners fails to make documents available to the unit owner in accordance with this section, the association of unit owners' governing documents, or as otherwise provided by law; and

(ii) the association of unit owners fails to timely comply with a notice described in Subsection (6)(d).

(b) In an action described in Subsection (6)(a):

(i) the unit owner may request:

(A) injunctive relief requiring the association of unit owners to comply with the provisions of this section;

(B) $500 or actual damage, whichever is greater; or

(C) any other relief provided by law; and

(ii) the court shall 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 unit owner, notice to the association of unit owners, and a hearing in which the court finds a likelihood that the association of unit owners failed to comply with a provision of this section, the court shall order the association of unit owners 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 unit owner files the motion.

(d) At least 10 days before the day on which a unit owner files an action described in Subsection (6)(a), the unit owner shall deliver a written notice to the association of unit owners that states:

(i) the unit owner's name, address, telephone number, and email address;

(ii) each requirement of this section with which the association of unit owners has failed to comply;

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

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

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

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

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

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

Section ~~{3}~~4. 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 of a provision of the governing documents.

(3) (a) A rule criterion may not abridge the rights of a lot owner to display a religious [~~and~~] or holiday [~~signs, symbols, and decorations~~] sign, symbol, or decoration:

(i) inside a dwelling on a lot[~~.~~]; or

(ii) outside a dwelling on:

(A) a lot;

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

(C) 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) Notwithstanding Subsection (3)(a), the association may adopt a reasonable time, place, and manner [~~restrictions~~] restriction with respect to [~~displays~~] 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 [~~dwelling or~~] lot.

(4) (a) A rule may not prohibit a lot owner from displaying a political sign:

(i) inside a dwelling on a lot; or

(ii) outside a dwelling on:

(A) a lot;

(B) the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior; or

(C) the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.

[~~(4) (a)~~] (b) A rule may not regulate the content of a political [~~signs~~] sign.

[~~(b)~~] (c) Notwithstanding Subsection (4)(a)[~~: (i)~~], a rule may reasonably regulate the time, place, and manner of posting a political sign[~~; and~~].

[~~(ii)~~] (d) [~~an~~] An association design provision may not establish design criteria for a political [~~signs~~] sign.

(5) (a) A rule may not prohibit a lot owner from displaying a for-sale sign:

(i) inside a dwelling on a lot; or

(ii) outside a dwelling on:

(A) a lot;

(B) the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior; or

(C) the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.

(b) Notwithstanding Subsection (5)(a), a rule may reasonably regulate the time, place, and manner of posting a for-sale sign.

[~~(5)~~] (6) (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)~~] (6)(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)~~] (7) (a) A rule may not interfere with [~~an~~] 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) Notwithstanding Subsection [~~(6)~~] (7)(a), a rule may prohibit an activity within the confines of a dwelling [~~on an owner's lot~~] 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 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)~~] (7)(b) that affect the use of or behavior inside the dwelling.

[~~(7)~~] (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) Notwithstanding Subsection [~~(7)~~] (8)(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)~~] (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.

[~~(8)~~] (9) (a) Subject to Subsection [~~(8)~~] (9)(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)~~] (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 [~~(9)~~] (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 [~~(9)~~] (10)(a).

[~~(10)~~] (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.

[~~(11)~~] (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.

[~~(12)~~] (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.

[~~(13)~~] (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.

[~~(14)~~] (15) 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.

(16) An association:

(a) shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions; and

(b) may not prohibit or restrict the conversion of a grass park strip to water-efficient landscaping.

[~~(15)~~] (17) (a) Except as provided in Subsection [~~(15)~~] (17)(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)~~] (17)(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)~~] (18) A rule shall be reasonable.

[~~(17)~~] (19) A declaration, or an amendment to a declaration, may vary any of the requirements of Subsections (1) [~~through (13)~~], (2), (6), and (8) through (14), except Subsection (1)(b)(ii).

[~~(18)~~] (20) A rule may not be inconsistent with a provision of the association's declaration, bylaws, or articles of incorporation.

[~~(19)~~] (21) This section applies to an association regardless of when the association is created.

Section 5. Section **57-8a-227** is amended to read:

57-8a-227. Records -- Availability for examination.

[~~(1) (a) Subject to Subsection (1)(b), an association shall keep and make documents available to lot owners in accordance with Sections 16-6a-1601 through 1603, 16-6a-1605, 16-6a-1606, and 16-6a-1610:~~]

[~~(i)~~] (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[~~; and~~], an

association shall keep and make available to lot owners:

[~~(ii) including keeping and making available to lot owners a copy of the association's:~~]

[~~(A) declaration and bylaws;~~{

}]

(i) each record identified in Subsections 16-6a-1601(1) through (5), in accordance with 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; [~~and~~]

(C) most recent budget and financial statement[~~.~~];

(D) most recent reserve analysis; and

(E) certificate of insurance for each insurance policy the association holds.

(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.

(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 [~~Subsection~~] 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 [~~Subsection~~] 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).

(b) If an association produces the copies or electronic scans:

(i) the copies or electronic scans shall be legible and accurate; and

(ii) the lot owner shall pay the association the reasonable cost of the copies or electronic scans 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 $15 per hour for the employee's, manager's, or other agent's time.

(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.

(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 [~~Subsection~~] 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 sixth 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 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) $500 or actual damage, whichever is greater; or

(C) any other relief provided by law; and

(ii) the court shall 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, 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.

Section ~~{4}~~6. Section **57-8a-701** is amended to read:

57-8a-701. Solar energy system -- Prohibition or 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) A governing document other than a declaration may not 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) A governing document other than a declaration or an association rule may not restrict an owner of a lot with:

(i) a detached dwelling from installing a solar energy system on the owner's lot[.]; or

(ii) a dwelling attached to other dwellings from installing a solar energy system on the roof of the dwelling's building, 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.

(3) A declaration may, for a lot with a detached dwelling:

(a) prohibit a lot owner from installing a solar energy system; or

(b) impose a restriction other than a prohibition 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;

(ii) increases the solar energy system's cost of installation by 5% or less; and

(iii) complies with Subsection (6).

(4) (a) If a declaration does not expressly prohibit the installation of a solar energy system on a lot with a detached dwelling, 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 greater than 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 greater than 67% of the allocated voting interests of the lot owners in the association.

(5) An association may, by association rule, for a lot with a detached dwelling, impose

a restriction other than a prohibition on a lot owner's installation of a solar energy system if the restriction:

(a) complies with Subsection (6);

(b) decreases the solar energy system's production by 5% or less; and

(c) increases the solar energy system's cost of installation by 5% or less.

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

(a) to 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) to 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; or

(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.

Section ~~{5}~~7. Section **57-8a-801** is enacted to read:

Part 8. Electric Vehicle Charging Systems

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.

Section ~~{6}~~8. Section **57-8a-802** is enacted to read:

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 station;

(e) impose a reasonable restriction on the installation and use of a charging station that does not significantly:

(i) increase the cost of the charging station; or

(ii) decrease the efficiency or performance of the charging station; or

(f) require a lot owner to pay the costs associated with installation, metering, and use of the charging station, including the cost of:

(i) electricity associated with the charging station; 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 station.

(3) A lot owner who installs a charging system shall disclose to a prospective buyer of the lot:

(a) the existence of the charging station; 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 station installed under this section is the personal property of the lot owner of the lot with which the charging station is associated; and

(b) a lot owner who installs a charging station 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 station under this section:

(i) remove the charging station; and

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