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ATTORNEYS AT LAW

2021 CHANGES IN THE LAW AFFECTING ARIZONA HOMEOWNERS ASSOCIATIONS (“HOAs”)

**LAWS TAKE EFFECT SEPTEMBER 29, 2021
UNLESS OTHERWISE INDICATED**

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ADDENDUM A: SB 1377

ADDENDUM B: SB 1722

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This Guide to the 2021 Changes in the Law affecting Arizona Homeowners Associations (“HOAs”) is meant to provide a summary of the recent revisions to the laws that govern Arizona Community Associations. This Guide also contains tips to understand and abide by the new changes in the laws. *This Guide is available to download from our website at: <http://www.shawlines.com>.*

I. S.B. 1377 - CIVIL LIABILITY; PUBLIC HEALTH PANDEMIC Amending A.R.S. 12-515 and A.R.S. 12-516

If the Governor declares a State of Emergency for a public health pandemic (such as the current COVID-19 Pandemic as of March 11, 2020), a person or provider (**including HOAs**) that acts in good faith to protect a customer, student, tenant, volunteer, patient, guest or neighbor or the public from injury from the public health pandemic is not liable for damages in any civil action for any injury, death or loss to person or property that is based on a claim that the person or provider failed to protect the customer, student, tenant, volunteer, patient, guest, neighbor or public from the effects of the public health pandemic unless it is **proven by clear and convincing evidence** that:

The person or provider failed to act or acted and the failure to act or action was due to that person's or provider's **willful misconduct or gross negligence**. A person or provider is presumed to have acted in good faith if the person or provider adopted and implemented **reasonable policies** related to the public health pandemic.

II. S.B. 1722 – POLITICAL SIGNS IN HOMEOWNER ASSOCIATIONS Amending A.R.S. 33-1261 (Condominiums) and A.R.S. 33-1808 (Planned Communities)

HOAs shall not prohibit the indoor or outdoor display of a political sign by an owner by placement of a political sign on the owner's property.

In Condominiums, political signs may be placed on any limited common element for the specific unit (including doors, walls or patios) or other limited common elements that touch the unit, other than the roof.

HOAs may prohibit the display of political signs as follows:

1. Earlier than 71 days before the day of a primary election.
2. Later than 15 days after the day of the general election.
3. For a sign for a candidate in a primary election who does not advance to the general election, later than 15 days after the primary election.

A “Political Sign” is now defined as:

A SIGN THAT ATTEMPTS TO INFLUENCE THE OUTCOME OF AN ELECTION, INCLUDING SUPPORTING OR OPPOSING THE RECALL OF A PUBLIC OFFICER OR SUPPORTING OR OPPOSING THE CIRCULATION OF A PETITION FOR A BALLOT MEASURE, QUESTION OR PROPOSITION OR THE RECALL OF A PUBLIC OFFICER.

III. S.B. 1432 – POLITICAL SIGNS GENERALLY - Amending A.R.S. 16-1019.

Generally, local governments may prohibit the display of political signs 15 days after the day of the general election. For the sign of a candidate in a primary election who does not advance to the general election, local governments may prohibit the display of political signs 15 days after the primary election.

IV. H.B. 2170 - WRITS OF GARNISHMENT AND ATTORNEY FEES AND COSTS – Amending Arizona Statutes Relating to Garnishments.

HOAs may now collect reasonable attorney’s fees and costs when seeking to garnish a delinquent owner’s wages and/or bank accounts so long as the HOA’s Declaration allows for the collection of attorney’s fees and costs and so long as the judgment on which the garnishment is based allows for the collecting of attorney’s fees and costs regarding garnishments.

House Engrossed Senate Bill
civil liability; public health pandemic

State of Arizona
Senate
Fifty-fifth Legislature
First Regular Session
2021

CHAPTER 179
SENATE BILL 1377

AN ACT

AMENDING TITLE 12, CHAPTER 5, ARTICLE 1, ARIZONA REVISED STATUTES, BY
ADDING SECTIONS 12-515 AND 12-516; RELATING TO CIVIL LIABILITY.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 12, chapter 5, article 1, Arizona Revised
3 Statutes, is amended by adding sections 12-515 and 12-516, to read:

4 12-515. Emergency declaration for a public health pandemic;
5 immunity from liability; burden of proof;
6 presumption; applicability; definition

7 A. IF THE GOVERNOR DECLARES A STATE OF EMERGENCY FOR A PUBLIC
8 HEALTH PANDEMIC PURSUANT TO TITLE 26, CHAPTER 2, A PERSON OR PROVIDER THAT
9 ACTS IN GOOD FAITH TO PROTECT A CUSTOMER, STUDENT, TENANT, VOLUNTEER,
10 PATIENT, GUEST OR NEIGHBOR OR THE PUBLIC FROM INJURY FROM THE PUBLIC
11 HEALTH PANDEMIC IS NOT LIABLE FOR DAMAGES IN ANY CIVIL ACTION FOR ANY
12 INJURY, DEATH OR LOSS TO PERSON OR PROPERTY THAT IS BASED ON A CLAIM THAT
13 THE PERSON OR PROVIDER FAILED TO PROTECT THE CUSTOMER, STUDENT, TENANT,
14 VOLUNTEER, PATIENT, GUEST, NEIGHBOR OR PUBLIC FROM THE EFFECTS OF THE
15 PUBLIC HEALTH PANDEMIC UNLESS IT IS PROVEN BY CLEAR AND CONVINCING
16 EVIDENCE THAT THE PERSON OR PROVIDER FAILED TO ACT OR ACTED AND THE
17 FAILURE TO ACT OR ACTION WAS DUE TO THAT PERSON'S OR PROVIDER'S WILFUL
18 MISCONDUCT OR GROSS NEGLIGENCE. A PERSON OR PROVIDER IS PRESUMED TO HAVE
19 ACTED IN GOOD FAITH IF THE PERSON OR PROVIDER ADOPTED AND IMPLEMENTED
20 REASONABLE POLICIES RELATED TO THE PUBLIC HEALTH PANDEMIC.

21 B. THIS SECTION APPLIES TO ALL CLAIMS THAT ARE FILED BEFORE OR
22 AFTER THE EFFECTIVE DATE OF THIS SECTION FOR AN ACT OR OMISSION BY A
23 PERSON OR PROVIDER THAT OCCURRED ON OR AFTER MARCH 11, 2020 AND THAT
24 RELATES TO A PUBLIC HEALTH PANDEMIC THAT IS THE SUBJECT OF THE STATE OF
25 EMERGENCY DECLARED BY THE GOVERNOR.

26 C. THIS SECTION DOES NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO
27 TITLE 23, CHAPTER 6.

28 D. FOR THE PURPOSES OF THIS SECTION, "PROVIDER" MEANS ANY OF THE
29 FOLLOWING:

30 1. A PERSON WHO FURNISHES CONSUMER OR BUSINESS GOODS OR SERVICES OR
31 ENTERTAINMENT.

32 2. AN EDUCATIONAL INSTITUTION OR DISTRICT.

33 3. A SCHOOL DISTRICT OR CHARTER SCHOOL.

34 4. A PROPERTY OWNER, PROPERTY MANAGER OR PROPERTY LESSOR OR LESSEE.

35 5. A NONPROFIT ORGANIZATION.

36 6. A RELIGIOUS INSTITUTION.

37 7. THIS STATE OR AN AGENCY OR INSTRUMENTALITY OF THIS STATE.

38 8. A LOCAL GOVERNMENT OR POLITICAL SUBDIVISION OF THIS STATE,
39 INCLUDING A DEPARTMENT, AGENCY OR COMMISSION OF A LOCAL GOVERNMENT OR
40 POLITICAL SUBDIVISION OF THIS STATE.

41 9. A SERVICE PROVIDER AS DEFINED IN SECTION 36-551.

42 10. A HEALTH PROFESSIONAL AS DEFINED IN SECTION 32-3201, INCLUDING
43 A PERSON WHO IS SUPERVISED BY THE HEALTH PROFESSIONAL IN THE COURSE OF
44 PROVIDING HEALTH CARE SERVICES.

45 11. A HEALTH CARE INSTITUTION AS DEFINED IN SECTION 36-401.

12-516. Emergency declaration for a public health pandemic;
immunity from liability for health professionals or
health care institutions; burden of proof;
presumption; applicability; definitions

A. IF THE GOVERNOR DECLARES A STATE OF EMERGENCY FOR A PUBLIC HEALTH PANDEMIC PURSUANT TO TITLE 26, CHAPTER 2, A HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION THAT ACTS IN GOOD FAITH IS NOT LIABLE FOR DAMAGES IN ANY CIVIL ACTION FOR AN INJURY OR DEATH THAT IS ALLEGED TO BE CAUSED BY THE HEALTH PROFESSIONAL'S OR HEALTH CARE INSTITUTION'S ACTION OR OMISSION WHILE PROVIDING HEALTH CARE SERVICES IN SUPPORT OF THIS STATE'S RESPONSE TO THE STATE OF EMERGENCY DECLARED BY THE GOVERNOR UNLESS IT IS PROVEN BY CLEAR AND CONVINCING EVIDENCE THAT THE HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION FAILED TO ACT OR ACTED AND THE FAILURE TO ACT OR ACTION WAS DUE TO THAT HEALTH PROFESSIONAL'S OR HEALTH CARE INSTITUTION'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

B. SUBSECTION A OF THIS SECTION APPLIES TO ANY ACTION OR OMISSION THAT IS ALLEGED TO HAVE OCCURRED DURING A PERSON'S SCREENING, ASSESSMENT, DIAGNOSIS OR TREATMENT AND THAT IS RELATED TO THE PUBLIC HEALTH PANDEMIC THAT IS THE SUBJECT OF THE STATE OF EMERGENCY OR ANY ACTION OR OMISSION THAT OCCURS IN THE COURSE OF PROVIDING A PERSON WITH HEALTH CARE SERVICES AND THAT IS UNRELATED TO THE PUBLIC HEALTH PANDEMIC THAT IS THE SUBJECT OF THE STATE OF EMERGENCY IF THE HEALTH PROFESSIONAL'S OR HEALTH CARE INSTITUTION'S ACTION OR OMISSION WAS IN GOOD FAITH SUPPORT OF THIS STATE'S RESPONSE TO THE STATE OF EMERGENCY, INCLUDING ANY OF THE FOLLOWING:

1. DELAYING OR CANCELING A PROCEDURE THAT THE HEALTH PROFESSIONAL DETERMINED IN GOOD FAITH WAS A NONURGENT OR ELECTIVE DENTAL, MEDICAL OR SURGICAL PROCEDURE.

2. PROVIDING NURSING CARE OR PROCEDURES.

3. ALTERING A PERSON'S DIAGNOSIS OR TREATMENT IN RESPONSE TO AN ORDER, DIRECTIVE OR GUIDELINE THAT IS ISSUED BY THE FEDERAL GOVERNMENT, THIS STATE OR A LOCAL GOVERNMENT.

4. AN ACT OR OMISSION UNDERTAKEN BY A HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION BECAUSE OF A LACK OF STAFFING, FACILITIES, EQUIPMENT, SUPPLIES OR OTHER RESOURCES THAT ARE ATTRIBUTABLE TO THE STATE OF EMERGENCY AND THAT RENDER THE HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION UNABLE TO PROVIDE THE LEVEL OR MANNER OF CARE TO A PERSON THAT OTHERWISE WOULD HAVE BEEN REQUIRED IN THE ABSENCE OF THE STATE OF EMERGENCY.

C. A HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION IS PRESUMED TO HAVE ACTED IN GOOD FAITH IF THE HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION RELIED ON AND REASONABLY ATTEMPTED TO COMPLY WITH APPLICABLE PUBLISHED GUIDANCE RELATING TO THE PUBLIC HEALTH PANDEMIC THAT WAS ISSUED BY A FEDERAL OR STATE AGENCY. THIS SUBSECTION DOES NOT PROHIBIT A PARTY FROM INTRODUCING ANY OTHER EVIDENCE THAT PROVES THE HEALTH PROFESSIONAL OR HEALTH CARE INSTITUTION ACTED IN GOOD FAITH.

1 D. IN THE CASE OF A CLAIM AGAINST A NURSING CARE INSTITUTION OR
2 RESIDENTIAL CARE INSTITUTION, WHERE THE CARE IN QUESTION DID NOT DIRECTLY
3 RELATE TO THE PUBLIC HEALTH PANDEMIC, THE BURDEN IS ON THE FACILITY TO
4 PROVE THAT THE ACT OR OMISSION WAS A DIRECT RESULT OF HAVING TO PROVIDE
5 CARE TO PATIENTS NEEDING TREATMENT FOR THE PANDEMIC OR DUE TO LIMITATIONS
6 IN EQUIPMENT, SUPPLIES OR STAFF CAUSED BY THE PANDEMIC.

7 E. THIS SECTION APPLIES TO ALL CLAIMS THAT ARE FILED BEFORE OR
8 AFTER THE EFFECTIVE DATE OF THIS SECTION FOR AN ACT OR OMISSION BY A
9 PERSON THAT OCCURRED ON OR AFTER MARCH 11, 2020 AND THAT RELATES TO A
10 PUBLIC HEALTH PANDEMIC THAT IS THE SUBJECT OF THE STATE OF EMERGENCY
11 DECLARED BY THE GOVERNOR.

12 F. THIS SECTION DOES NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO
13 TITLE 23, CHAPTER 6.

14 G. FOR THE PURPOSES OF THIS SECTION:

15 1. "HEALTH CARE INSTITUTION" HAS THE SAME MEANING PRESCRIBED IN
16 SECTION 36-401 AND INCLUDES AN AMBULANCE SERVICE AS DEFINED IN SECTION
17 36-2201.

18 2. "HEALTH PROFESSIONAL" HAS THE SAME MEANING PRESCRIBED IN SECTION
19 32-3201 AND INCLUDES AN AMBULANCE ATTENDANT AS DEFINED IN SECTION 36-2201.

20 Sec. 2. Retroactivity

21 This act applies retroactively to from and after March 10, 2020.

22 Sec. 3. Severability

23 If a provision of this act or its application to any person or
24 circumstance is held invalid, the invalidity does not affect other
25 provisions or applications of the act that can be given effect without the
26 invalid provision or application, and to this end the provisions of this
27 act are severable.

APPROVED BY THE GOVERNOR APRIL 5, 2021.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 5, 2021.

Senate Engrossed

political signs; condominiums; planned communities

State of Arizona
Senate
Fifty-fifth Legislature
First Regular Session
2021

CHAPTER 221

SENATE BILL 1722

AN ACT

AMENDING SECTIONS 16-1019, 33-1261 AND 33-1808, ARIZONA REVISED STATUTES;
RELATING TO CONDOMINIUMS AND PLANNED COMMUNITIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 16-1019, Arizona Revised Statutes, is amended to
3 read:

4 16-1019. Political signs; printed materials; tampering;
5 violation; classification

6 A. It is a class 2 misdemeanor for any person to knowingly remove,
7 alter, deface or cover any political sign of any candidate for public
8 office or in support of or opposition to any ballot measure, question or
9 issue or knowingly remove, alter or deface any political mailers,
10 handouts, flyers or other printed materials of a candidate or in support
11 of or opposition to any ballot measure, question or issue that are
12 delivered by hand to a residence for the period commencing forty-five days
13 before a primary election and ending seven days after the general
14 election, except that for a sign for a candidate in a primary election who
15 does not advance to the general election, the period ends seven days after
16 the primary election.

17 B. This section does not apply to the removal, alteration, defacing
18 or covering of a political sign or other printed materials by the
19 candidate or the authorized agent of the candidate in support of whose
20 election the sign or materials were placed, by a person authorized by the
21 committee in support of or opposition to a ballot measure, question or
22 issue that provided the sign or printed materials, by the owner or
23 authorized agent of the owner of private property on which such signs or
24 printed materials are placed with or without permission of the owner or
25 placed in violation of state law or county, city or town ordinance or
26 regulation.

27 C. Notwithstanding any other statute, ordinance or regulation, a
28 city, town or county of this state shall not remove, alter, deface or
29 cover any political sign if the following conditions are met:

30 1. The sign is placed in a public right-of-way that is owned or
31 controlled by that jurisdiction.

32 2. The sign supports or opposes a candidate for public office or it
33 supports or opposes a ballot measure.

34 3. The sign is not placed in a location that is hazardous to public
35 safety, obstructs clear vision in the area or interferes with the
36 requirements of the Americans with disabilities act (42 United States Code
37 sections 12101 through 12213 and 47 United States Code sections 225 and
38 611).

39 4. The sign has a maximum area of sixteen square feet, if the sign
40 is located in an area zoned for residential use, or a maximum area of
41 thirty-two square feet if the sign is located in any other area.

42 5. The sign contains the name and telephone number or website
43 address of the candidate or campaign committee contact person.

44 D. If the city, town or county deems that the placement of a
45 political sign constitutes an emergency, the jurisdiction may immediately

1 relocate the sign. The jurisdiction shall notify the candidate or
2 campaign committee that placed the sign within twenty-four hours after the
3 relocation. If a sign is placed in violation of subsection C of this
4 section and the placement is not deemed to constitute an emergency, the
5 city, town or county may notify the candidate or campaign committee that
6 placed the sign of the violation. If the sign remains in violation at
7 least twenty-four hours after the jurisdiction notified the candidate or
8 campaign committee, the jurisdiction may remove the sign. The
9 jurisdiction shall contact the candidate or campaign committee contact and
10 shall retain the sign for at least ten business days to allow the
11 candidate or campaign committee to retrieve the sign without penalty.

12 E. A city, town or county employee acting within the scope of the
13 employee's employment is not liable for an injury caused by the failure to
14 remove a sign pursuant to subsection D of this section unless the employee
15 intended to cause injury or was grossly negligent.

16 F. Subsection C of this section does not apply to commercial
17 tourism, commercial resort and hotel sign free zones as those zones are
18 designated by municipalities. The total area of those zones shall not be
19 larger than three square miles, and each zone shall be identified as a
20 specific contiguous area where, by resolution of the municipal governing
21 body, the municipality has determined that based on a predominance of
22 commercial tourism, resort and hotel uses within the zone the placement of
23 political signs within the rights-of-way in the zone will detract from the
24 scenic and aesthetic appeal of the area within the zone and deter its
25 appeal to tourists. Not more than two zones may be identified within a
26 municipality.

27 G. A city, town or county may prohibit the installation of a sign
28 on any structure owned by the jurisdiction.

29 H. Subsection C of this section applies only during the period
30 commencing ~~sixty~~ SEVENTY-ONE days before a primary election and ending
31 fifteen days after the general election, except that for a sign for a
32 candidate in a primary election who does not advance to the general
33 election, the period ends fifteen days after the primary election.

34 I. This section does not apply to state highways or routes, or
35 overpasses over those state highways or routes.

36 Sec. 2. Section 33-1261, Arizona Revised Statutes, is amended to
37 read:

38 33-1261. Flag display; for sale, rent or lease signs;
39 political signs and activities; applicability;
40 definition

41 A. Notwithstanding any provision in the condominium documents, an
42 association shall not prohibit the outdoor display of any of the
43 following:

44 1. The American flag or an official or replica of a flag of the
45 United States army, navy, air force, marine corps or coast guard by a unit

1 owner on that unit owner's property if the American flag or military flag
2 is displayed in a manner consistent with the federal flag code (P.L.
3 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).

4 2. The POW/MIA flag.

5 3. The Arizona state flag.

6 4. An Arizona Indian nations flag.

7 5. The Gadsden flag.

8 B. The association shall adopt reasonable rules and regulations
9 regarding the placement and manner of display of the American flag, the
10 military flag, the POW/MIA flag, the Arizona state flag or an Arizona
11 Indian nations flag. The association rules may regulate the location and
12 size of flagpoles but shall not prohibit the installation of a flagpole.

13 C. Notwithstanding any provision in the condominium documents, an
14 association shall not prohibit or charge a fee for the use of, the
15 placement of or the indoor or outdoor display of a for sale, for rent or
16 for lease sign and a sign rider by a unit owner on that owner's property
17 in any combination, including a sign that indicates the unit owner is
18 offering the property for sale by owner. The size of a sign offering a
19 property for sale, for rent or for lease shall be in conformance with the
20 industry standard size sign, which shall not exceed eighteen by
21 twenty-four inches, and the industry standard size sign rider, which shall
22 not exceed six by twenty-four inches. This subsection applies only to a
23 commercially produced sign and an association may prohibit the use of
24 signs that are not commercially produced. With respect to real estate for
25 sale, for rent or for lease in the condominium, an association shall not
26 prohibit in any way other than as is specifically authorized by this
27 section or otherwise regulate any of the following:

28 1. Temporary open house signs or a unit owner's for sale sign. The
29 association shall not require the use of particular signs indicating an
30 open house or real property for sale and may not further regulate the use
31 of temporary open house or for sale signs that are industry standard size
32 and that are owned or used by the seller or the seller's agent.

33 2. Open house hours. The association may not limit the hours for
34 an open house for real estate that is for sale in the condominium, except
35 that the association may prohibit an open house being held before 8:00
36 a.m. or after 6:00 p.m. and may prohibit open house signs on the common
37 elements of the condominium.

38 3. An owner's or an owner's agent's for rent or for lease sign
39 unless an association's documents prohibit or restrict leasing of a unit
40 or units. An association shall not further regulate a for rent or for
41 lease sign or require the use of a particular for rent or for lease sign
42 other than the for rent or for lease sign shall not be any larger than the
43 industry standard size sign of eighteen by twenty-four inches and on or in
44 the unit owner's property. If rental or leasing of a unit is allowed, the

1 association may prohibit an open house for rental or leasing being held
2 before 8:00 a.m. or after 6:00 p.m.

3 D. Notwithstanding any provision in the condominium documents, an
4 association shall not prohibit ~~door-to-door~~ DOOR-TO-DOOR political
5 activity, including solicitations of support or opposition regarding
6 candidates or ballot issues, and shall not prohibit the circulation of
7 political petitions, including candidate nomination petitions or petitions
8 in support of or opposition to an initiative, referendum or recall or
9 other political issue on property normally open to visitors within the
10 association, except that an association may do the following:

11 1. Restrict or prohibit ~~door-to-door~~ DOOR-TO-DOOR political
12 activity regarding candidates or ballot issues from sunset to sunrise.

13 2. Require the prominent display of an identification tag for each
14 person engaged in the activity, along with the prominent identification of
15 the candidate or ballot issue that is the subject of the support or
16 opposition.

17 E. Notwithstanding any provision in the condominium documents, an
18 association shall not prohibit the indoor or outdoor display of a
19 political sign by a unit owner by placement of a sign on that unit owner's
20 property, including any limited common elements for that unit that are
21 doors, walls, ~~OR~~ patios or other limited common elements that touch the
22 unit, other than the roof. An association may prohibit the display of
23 political signs AS FOLLOWS:

24 1. Earlier than seventy-one days before the day of ~~an~~ A PRIMARY
25 election. ~~and~~

26 2. Later than ~~three~~ FIFTEEN days after ~~an~~ THE DAY OF THE GENERAL
27 election. ~~day~~

28 3. FOR A SIGN FOR A CANDIDATE IN A PRIMARY ELECTION WHO DOES NOT
29 ADVANCE TO THE GENERAL ELECTION, LATER THAN FIFTEEN DAYS AFTER THE PRIMARY
30 ELECTION.

31 F. An association may regulate the size and number of political
32 signs that may be placed in the common element ground, on a unit owner's
33 property or on a limited common element for that unit if the association's
34 regulation is ~~no~~ NOT more restrictive than any applicable city, town or
35 county ordinance that regulates the size and number of political signs on
36 residential property. If the city, town or county in which the property
37 is located does not regulate the size and number of political signs on
38 residential property, the association shall not limit the number of
39 political signs, except that the maximum aggregate total dimensions of all
40 political signs on a unit owner's property shall not exceed nine square
41 feet. An association shall not make any regulations regarding the number
42 of candidates supported, the number of public officers supported or
43 opposed in a recall or the number of propositions supported or opposed on
44 a political sign. ~~For the purposes of this subsection, "political sign"~~
45 ~~means a sign that attempts to influence the outcome of an election,~~

~~including supporting or opposing the recall of a public officer or supporting or opposing the circulation of a petition for a ballot measure, question or proposition or the recall of a public officer.~~

~~F.~~ G. An association shall not require political signs to be commercially produced or professionally manufactured or prohibit the utilization of both sides of a political sign.

~~G.~~ H. A condominium is not required to comply with subsection D of this section if the condominium restricts vehicular or pedestrian access to the condominium. ~~Nothing in~~ This section ~~requires~~ DOES NOT REQUIRE a condominium to make its common elements other than roadways and sidewalks that are normally open to visitors available for the circulation of political petitions to anyone who is not an owner or resident of the community.

~~H.~~ I. An association or managing agent that violates subsection C of this section forfeits and extinguishes the lien rights authorized under section 33-1256 against that unit for a period of six consecutive months from the date of the violation.

~~I.~~ J. This section does not apply to timeshare plans or associations that are subject to chapter 20 of this title.

K. FOR THE PURPOSES OF THIS SECTION, "POLITICAL SIGN" MEANS A SIGN THAT ATTEMPTS TO INFLUENCE THE OUTCOME OF AN ELECTION, INCLUDING SUPPORTING OR OPPOSING THE RECALL OF A PUBLIC OFFICER OR SUPPORTING OR OPPOSING THE CIRCULATION OF A PETITION FOR A BALLOT MEASURE, QUESTION OR PROPOSITION OR THE RECALL OF A PUBLIC OFFICER.

Sec. 3. Section 33-1808, Arizona Revised Statutes, is amended to read:

33-1808. Flag display; political signs; caution signs; for sale, rent or lease signs; political activities; definition

A. Notwithstanding any provision in the community documents, an association shall not prohibit the outdoor front yard or backyard display of any of the following:

1. The American flag or an official or replica of a flag of the United States army, navy, air force, marine corps or coast guard by an association member on that member's property if the American flag or military flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).

2. The POW/MIA flag.

3. The Arizona state flag.

4. An Arizona Indian nations flag.

5. The Gadsden flag.

B. The association shall adopt reasonable rules and regulations regarding the placement and manner of display of the American flag, the military flag, the POW/MIA flag, the Arizona state flag or an Arizona

1 Indian nations flag. The association rules may regulate the location and
2 size of flagpoles, may limit the member to displaying ~~no~~ NOT more than two
3 flags at once and may limit the height of the flagpole to ~~no~~ NOT more than
4 the height of the rooftop of the member's home but shall not prohibit the
5 installation of a flagpole in the front yard or backyard of the member's
6 property.

7 C. Notwithstanding any provision in the community documents, an
8 association shall not prohibit the indoor or outdoor display of a
9 political sign by an association member on that member's property, except
10 that an association may prohibit the display of political signs AS
11 FOLLOWS:

12 1. Earlier than seventy-one days before the day of ~~an~~ A PRIMARY
13 election. ~~and~~

14 2. Later than ~~three~~ FIFTEEN days after ~~an~~ THE DAY OF THE GENERAL
15 election. ~~day~~

16 3. FOR A SIGN FOR A CANDIDATE IN A PRIMARY ELECTION WHO DOES NOT
17 ADVANCE TO THE GENERAL ELECTION, LATER THAN FIFTEEN DAYS AFTER THE PRIMARY
18 ELECTION.

19 D. An association may regulate the size and number of political
20 signs that may be placed on a member's property if the association's
21 regulation is ~~no~~ NOT more restrictive than any applicable city, town or
22 county ordinance that regulates the size and number of political signs on
23 residential property. If the city, town or county in which the property
24 is located does not regulate the size and number of political signs on
25 residential property, the association shall not limit the number of
26 political signs, except that the maximum aggregate total dimensions of all
27 political signs on a member's property shall not exceed nine square
28 feet. ~~For the purposes of this subsection, "political sign" means a sign~~
29 ~~that attempts to influence the outcome of an election, including~~
30 ~~supporting or opposing the recall of a public officer or supporting or~~
31 ~~opposing the circulation of a petition for a ballot measure, question or~~
32 ~~proposition or the recall of a public officer.~~

33 ~~D.~~ E. Notwithstanding any provision in the community documents, an
34 association shall not prohibit the use of cautionary signs regarding
35 children if the signs are used and displayed as follows:

36 1. The signs are displayed in residential areas only.

37 2. The signs are removed within one hour of children ceasing to
38 play.

39 3. The signs are displayed only when children are actually present
40 within fifty feet of the sign.

41 4. The temporary signs are ~~no~~ NOT taller than three feet in height.

42 5. The signs are professionally manufactured or produced.

43 ~~E.~~ F. Notwithstanding any provision in the community documents, an
44 association shall not prohibit children who reside in the planned
45 community from engaging in recreational activity on residential roadways

1 that are under the jurisdiction of the association and on which the posted
2 speed limit is twenty-five miles per hour or less.

3 ~~F.~~ G. Notwithstanding any provision in the community documents, an
4 association shall not prohibit or charge a fee for the use of, THE
5 placement of or the indoor or outdoor display of a for sale, for rent or
6 for lease sign and a sign rider by an association member on that member's
7 property in any combination, including a sign that indicates the member is
8 offering the property for sale by owner. The size of a sign offering a
9 property for sale, for rent or for lease shall be in conformance with the
10 industry standard size sign, which shall not exceed eighteen by twenty-
11 four inches, and the industry standard size sign rider, which shall not
12 exceed six by twenty-four inches. This subsection applies only to a
13 commercially produced sign, and an association may prohibit the use of
14 signs that are not commercially produced. With respect to real estate for
15 sale, for rent or for lease in the planned community, an association shall
16 not prohibit in any way other than as is specifically authorized by this
17 section or otherwise regulate any of the following:

18 1. Temporary open house signs or a member's for sale sign. The
19 association shall not require the use of particular signs indicating an
20 open house or real property for sale and may not further regulate the use
21 of temporary open house or for sale signs that are industry standard size
22 and that are owned or used by the seller or the seller's agent.

23 2. Open house hours. The association may not limit the hours for
24 an open house for real estate that is for sale in the planned community,
25 except that the association may prohibit an open house being held before
26 8:00 a.m. or after 6:00 p.m. and may prohibit open house signs on the
27 common areas of the planned community.

28 3. An owner's or an owner's agent's for rent or for lease sign
29 unless an association's documents prohibit or restrict leasing of a
30 member's property. An association shall not further regulate a for rent
31 or for lease sign or require the use of a particular for rent or for lease
32 sign other than the for rent or for lease sign shall not be any larger
33 than the industry standard size sign of eighteen by twenty-four inches on
34 or in the member's property. If rental or leasing of a member's property
35 is not prohibited or restricted, the association may prohibit an open
36 house for rental or leasing being held before 8:00 a.m. or after 6:00 p.m.

37 ~~G.~~ H. Notwithstanding any provision in the community documents, an
38 association shall not prohibit ~~door-to-door~~ DOOR-TO-DOOR political
39 activity, including solicitations of support or opposition regarding
40 candidates or ballot issues, and shall not prohibit the circulation of
41 political petitions, including candidate nomination petitions or petitions
42 in support of or opposition to an initiative, referendum or recall or
43 other political issue on property normally open to visitors within the
44 association, except that an association may do the following:

1 1. Restrict or prohibit the ~~door-to-door~~ DOOR-TO-DOOR political
2 activity from sunset to sunrise.

3 2. Require the prominent display of an identification tag for each
4 person engaged in the activity, along with the prominent identification of
5 the candidate or ballot issue that is the subject of the support or
6 opposition.

7 ~~H.~~ I. A planned community shall not make any regulations regarding
8 the number of candidates supported, the number of public officers
9 supported or opposed in a recall or the number of propositions supported
10 or opposed on a political sign.

11 ~~I.~~ J. A planned community shall not require political signs to be
12 commercially produced or professionally manufactured or prohibit the
13 utilization of both sides of a political sign.

14 ~~J.~~ K. A planned community is not required to comply with
15 subsection ~~G~~ H if the planned community restricts vehicular or pedestrian
16 access to the planned community. ~~Nothing in~~ This section ~~requires~~ DOES
17 NOT REQUIRE a planned community to make its common elements other than
18 roadways and sidewalks that are normally open to visitors available for
19 the circulation of political petitions to anyone who is not an owner or
20 resident of the community.

21 ~~K.~~ L. An association or managing agent that violates subsection
22 ~~F~~ G of this section forfeits and extinguishes the lien rights authorized
23 under section 33-1807 against that member's property for a period of six
24 consecutive months from the date of the violation.

25 M. FOR THE PURPOSES OF THIS SECTION, "POLITICAL SIGN" MEANS A SIGN
26 THAT ATTEMPTS TO INFLUENCE THE OUTCOME OF AN ELECTION, INCLUDING
27 SUPPORTING OR OPPOSING THE RECALL OF A PUBLIC OFFICER OR SUPPORTING OR
28 OPPOSING THE CIRCULATION OF A PETITION FOR A BALLOT MEASURE, QUESTION OR
29 PROPOSITION OR THE RECALL OF A PUBLIC OFFICER.

APPROVED BY THE GOVERNOR APRIL 9, 2021.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 9, 2021.

House Engrossed

writs of garnishment; attorney fees

State of Arizona
House of Representatives
Fifty-fifth Legislature
First Regular Session
2021

CHAPTER 306

HOUSE BILL 2170

AN ACT

AMENDING SECTIONS 12-1572, 12-1574, 12-1580, 12-1591, 12-1598.03, 12-1598.04, 12-1598.07, 12-1598.10, 12-1598.12 AND 12-1598.15, ARIZONA REVISED STATUTES; RELATING TO GARNISHMENT.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 12-1572, Arizona Revised Statutes, is amended to
3 read:

4 12-1572. Application for writ of garnishment for monies or
5 property

6 A writ of garnishment shall be issued pursuant to this article after
7 the judgment creditor or a person ~~in his~~ **ON THE JUDGMENT CREDITOR'S** behalf
8 makes an application in writing. The application shall contain the
9 following:

10 1. A statement that the applicant is a judgment creditor.

11 2. A statement that the applicant has good reason to believe one of
12 the following:

13 (a) That the garnishee is indebted to the judgment debtor for
14 monies ~~which~~ **THAT** are not earnings.

15 (b) That the garnishee is holding nonexempt monies on behalf of the
16 judgment debtor.

17 (c) That the garnishee has in ~~his~~ **THE GARNISHEE'S** possession
18 nonexempt personal property belonging to the judgment debtor.

19 (d) That the garnishee is a corporation and the judgment debtor is
20 the owner of shares in ~~such~~ **THE** corporation, or has a proprietary interest
21 in the corporation.

22 3. The amount of the outstanding balance due on the underlying
23 judgment, together with interest, ~~and~~ **ACCRUED ATTORNEY FEES, INCLUDING**
24 **FEES FOR THE GARNISHMENT, IF ALLOWED BY THE JUDGMENT OR CONTRACT AND**
25 accrued allowable costs, on the date the application is made, and the rate
26 at which interest accrues on that judgment, or if no judgment has been
27 entered, the amount of money damages requested in the judgment creditor's
28 complaint.

29 4. The address of the garnishee.

30 Sec. 2. Section 12-1574, Arizona Revised Statutes, is amended to
31 read:

32 12-1574. Issuance, service and return of writ; notice to
33 debtor

34 A. When the judgment creditor has complied with the applicable
35 provisions of sections 12-1572 and 12-1573, the clerk, justice of the
36 peace or city or town magistrate shall issue a writ of garnishment of
37 monies or property and a summons commanding the garnishee to appear before
38 the court out of which the writ issued within the time specified in the
39 writ to answer the writ.

40 B. The writ shall state:

41 1. The amount of the outstanding balance due on the judgment,
42 including accrued **ATTORNEY FEES**, interest and allowable costs, as of the
43 date of the issuance of the writ, and the rate at which interest accrues
44 on that judgment.

1 2. The name and address of the garnishee or the garnishee's
2 authorized agent.

3 3. The name and address of the judgment creditor and the judgment
4 creditor's attorney, if applicable.

5 4. The last mailing address of the judgment debtor known to the
6 judgment creditor.

7 C. The judgment creditor, in the manner required for a summons by
8 rules of the court in civil matters or by certified mail, return receipt
9 requested, shall serve on the garnishee two copies of the summons and writ
10 of garnishment, a copy of the underlying judgment, four copies of the
11 answer form, two copies of the notice to judgment debtor and request for
12 hearing form and one copy of the instructions to garnishee provided for in
13 section 12-1596. If served by certified mail, the effective date of
14 service is the date of receipt by the garnishee.

15 D. Within three days, not including weekends and holidays, the
16 garnishee shall deliver to the judgment debtor a copy of the summons and
17 writ of garnishment, a copy of the underlying judgment and the notice to
18 judgment debtor and request for hearing form.

19 Sec. 3. Section 12-1580, Arizona Revised Statutes, is amended to
20 read:

21 12-1580. Objection to garnishment or answer; hearing

22 A. A party who has an objection to the writ of garnishment, the
23 answer of the garnishee or the amount held by the garnishee or a party
24 claiming an exemption from garnishment ~~may~~, not later than ten days after
25 the receipt of the answer, **MAY** file a written objection and request for
26 hearing. Copies of the objection shall be delivered to all parties to the
27 writ at the time of filing the request for hearing form.

28 B. The hearing on an objection to the writ, answer or amount on a
29 claim of exemption shall be commenced within five days ~~of~~ **AFTER** the
30 request, not including weekends and holidays, but may be continued for
31 good cause on terms the court deems appropriate after due consideration of
32 the importance of the judgment debtor's rights and the need for a speedy
33 determination. Good cause includes a situation in which the objection
34 raised at the hearing is different from that set forth in the request for
35 hearing. ~~However, in no event shall~~ The hearing **SHALL NOT** be held later
36 than ten days from the date of the request unless the request for a
37 continuance is made by the judgment debtor.

38 C. A party requesting a hearing pursuant to this section is
39 required to state the grounds for his objection in writing, but the
40 objecting party is not limited to those written objections at the hearing
41 conducted pursuant to this section.

42 D. The court shall notify the parties of the date and time of the
43 hearing at least two days, not including weekends and holidays, before the
44 date of the hearing.

1 E. The prevailing party may be awarded costs and attorney fees in a
2 reasonable amount determined by the court. The award OF ATTORNEY FEES
3 THAT ARE INCURRED DUE TO THE OBJECTION shall not be assessed against nor
4 is it chargeable to the judgment debtor, unless the judgment debtor is
5 found to have objected to the writ solely for the purpose of delay or to
6 harass the judgment creditor.

7 Sec. 4. Section 12-1591, Arizona Revised Statutes, is amended to
8 read:

9 12-1591. Taxing costs

10 A. When the garnishee is discharged ~~upon his~~ ON THE GARNISHEE'S
11 answer, the cost of the proceeding, including reasonable compensation to
12 the garnishee, shall be taxed against the judgment creditor.

13 B. When there is no written objection to the answer of the
14 garnishee and the garnishee is held on ~~his~~ THE GARNISHEE'S answer, the
15 ATTORNEY FEES THAT ARE ALLOWED BY SECTION 12-1572, PARAGRAPH 3 AND costs
16 as provided in subsection A OF THIS SECTION shall be taxed against the
17 judgment debtor.

18 C. Where the answer is objected to in writing the ATTORNEY FEES AND
19 costs shall abide the issue.

20 Sec. 5. Section 12-1598.03, Arizona Revised Statutes, is amended to
21 read:

22 12-1598.03. Application for writ of garnishment for earnings

23 A writ of garnishment shall be issued pursuant to this article after
24 the judgment creditor or a person ~~in his~~ ON THE JUDGMENT CREDITOR'S behalf
25 makes an application in writing. The application shall state the
26 following:

27 1. That ~~he~~ THE JUDGMENT CREDITOR is a party in an action to whom a
28 money judgment has been awarded.

29 2. That ~~he~~ THE JUDGMENT CREDITOR has made demand on the judgment
30 debtor for payment of the amount adjudged due, but the judgment debtor has
31 not paid that amount and ~~he~~ THE JUDGMENT DEBTOR has not agreed and
32 continued to pay the nonexempt portion of ~~his~~ THE JUDGMENT DEBTOR wages
33 until the judgment is satisfied.

34 3. The amount of the outstanding balance due on the judgment ON THE
35 DATE THAT THE APPLICATION IS MADE, TOGETHER WITH INTEREST, ACCRUED
36 ATTORNEY FEES, INCLUDING FEES FOR THE GARNISHMENT, IF ALLOWED BY THE
37 JUDGMENT OR CONTRACT AND ALLOWABLE COSTS, is that amount stated on the
38 application.

39 4. That the garnishee is believed to be an employer of the judgment
40 debtor or otherwise owes or will owe to the judgment debtor disposable
41 earnings.

42 5. The name and address of the garnishee or ~~his~~ THE GARNISHEE'S
43 authorized agent.

44 6. That ~~he~~ THE JUDGMENT CREDITOR has not received notice of the
45 judgment debtor's intent to enter into an agreement for debt scheduling

1 with a qualified debt counseling organization or, if such A notice has
2 been received, that ~~the~~ THE JUDGMENT CREDITOR timely objected, in writing,
3 to the judgment debtor's participation in such an agreement or that ~~the~~ THE
4 JUDGMENT CREDITOR has been notified that the agreement is no longer
5 effective.

6 Sec. 6. Section 12-1598.04, Arizona Revised Statutes, is amended to
7 read:

8 12-1598.04. Issuance of writ of garnishment for earnings;
9 service and return of writ; lien on nonexempt
10 earnings

11 A. If a party in an action has been awarded a money judgment and
12 has submitted the application provided for in section 12-1598.03, the
13 clerk, justice of the peace or city or town magistrate shall immediately
14 issue a writ and summons of garnishment directed to the sheriff, the
15 constable or any officer authorized by law to serve process in the county
16 where the garnishee is alleged to be which commands him to immediately
17 summon the garnishee to appear before the court out of which the writ
18 issued within the time specified in the writ to answer the writ.

19 B. The writ shall state:

20 1. The amount of the outstanding balance due on the judgment,
21 including accrued interest, ATTORNEY FEES and allowable costs, as of the
22 date of the issuance of the writ, and the rate at which interest accrues
23 on that judgment.

24 2. The name and address of the garnishee or his authorized agent.

25 3. The name and address of the judgment creditor and his attorney,
26 if applicable.

27 4. The last mailing address of the judgment debtor known to the
28 judgment creditor.

29 C. The judgment creditor, in the manner required for a summons by
30 rules of the court in civil matters, shall serve on the garnishee two
31 copies of the writ of garnishment and summons, a copy of the underlying
32 judgment, four copies of the answer form, two copies of the notice to
33 judgment debtor and request for hearing form, two copies of the
34 instructions to garnishee and four copies of the nonexempt earnings
35 statement provided for in section 12-1598.16.

36 D. The judgment creditor shall deliver to the judgment debtor a
37 copy of the writ and the initial notice to judgment debtor and request for
38 hearing form within three days, not including weekends and holidays, after
39 service of the summons and writ of garnishment on the garnishee. The
40 judgment creditor shall certify in writing to the court the date and
41 manner of delivery.

42 E. The caption of pleadings in connection with a writ of
43 garnishment shall identify which party is the judgment creditor, using
44 that term, and which party is the judgment debtor, using that term, in
45 addition to other party designations already in the caption.

1 Sec. 7. Section 12-1598.07, Arizona Revised Statutes, is amended to
2 read:

3 12-1598.07. Objection to garnishment, answer or nonexempt
4 earnings statement; hearing

5 A. A party who has an objection to the writ of garnishment, the
6 answer of garnishee or a nonexempt earnings statement may file a written
7 objection and request for hearing on a form similar to those set forth in
8 section 12-1598.16. The hearing must be requested no later than ten days
9 after receipt of the answer or nonexempt earnings statement objected to
10 unless good cause for filing the request later is shown. At the time of
11 filing the request for hearing form, the party filing the objection shall
12 deliver a copy of the form to all parties to the writ.

13 B. The hearing on an objection to the writ, answer or amount
14 withheld or on a claim of exemption shall be commenced within ten days
15 after receipt of the request by the court but may be continued for good
16 cause on terms the court deems appropriate after due consideration of the
17 importance of the judgment debtor's rights and the need for a speedy
18 determination. Good cause includes a situation in which the objection
19 raised at the hearing is different from that set forth in the request for
20 hearing form. ~~However, in no event shall~~ The hearing **SHALL NOT** be held
21 later than fifteen days after the date the request was received by the
22 court unless the request for a continuance is made by the judgment debtor.

23 C. A party requesting a hearing pursuant to this section is
24 required to state the grounds for ~~his~~ **THE PARTY'S** objection in writing,
25 but the objecting party is not limited to those written objections at the
26 hearing conducted pursuant to this section.

27 D. The court shall notify the parties of the date and time of the
28 hearing at least two days, not including weekends and holidays, before the
29 date of the hearing.

30 E. The prevailing party may be awarded costs and attorney fees in a
31 reasonable amount determined by the court. An award of attorney fees **THAT**
32 **ARE INCURRED DUE TO THE OBJECTION** shall not be assessed against nor is it
33 chargeable to the judgment debtor unless the judgment debtor is found to
34 have objected solely for the purpose of delay or to harass the judgment
35 creditor.

36 Sec. 8. Section 12-1598.10, Arizona Revised Statutes, is amended to
37 read:

38 12-1598.10. Continuing lien on earnings; order

39 A. If it appears from the answer of the garnishee that the judgment
40 debtor was an employee of the garnishee, or that the garnishee otherwise
41 owed earnings to the judgment debtor when the writ was served, or earnings
42 would be owed within sixty days thereafter and there is no timely written
43 objection to the writ or the answer of the garnishee filed, on application
44 by the judgment creditor the court shall order that the nonexempt
45 earnings, if any, withheld by the garnishee after service of the writ be

1 transferred to the judgment creditor who is entitled to such monies
2 subject to the judgment debtor's right to objection and hearing pursuant
3 to this article. The court shall further order that the garnishment is a
4 continuing lien against the nonexempt earnings of the judgment debtor.

5 B. If a timely objection is filed the court shall conduct a hearing
6 pursuant to section 12-1598.07 and shall make the following
7 determinations:

8 1. Whether the writ is valid against the judgment debtor.

9 2. The amount outstanding on the judgment at the time the writ was
10 served, plus accruing ATTORNEY FEES AND costs.

11 3. Whether the judgment debtor was employed by the garnishee at the
12 time the writ was served.

13 4. Whether earnings were owed or would be owed by the garnishee to
14 the judgment debtor within sixty days after the service of the writ.

15 5. Whether the debt was, at the time of service of the writ,
16 subject to an effective agreement for debt scheduling between the judgment
17 debtor and a qualified debt counseling organization.

18 C. If the court makes an affirmative determination under subsection
19 B, paragraph 1 of this section and subsection B, paragraph 3 or 4 of this
20 section and determines that the debt was not, at the time of service of
21 the writ, subject to an effective agreement between the judgment debtor
22 and a qualified debt counseling organization, the court shall order that
23 the nonexempt earnings, if any, withheld by the garnishee after service of
24 the writ be transferred to the judgment creditor and further order that
25 the garnishment is a continuing lien against the nonexempt earnings of the
26 judgment debtor. Otherwise the court shall order the garnishee discharged
27 from the writ.

28 D. A continuing lien ordered pursuant to this section is invalid
29 and of no force and effect on the occurrence of any of the following
30 conditions:

31 1. The underlying judgment is satisfied in full, is vacated or
32 expires.

33 2. The judgment debtor leaves the garnishee's employ for more than
34 sixty days or, if the judgment debtor is an employee of a school district,
35 a charter school, the Arizona state schools for the deaf and the blind or
36 an accommodation school and the judgment debtor is subject to an
37 employment contract that specifies that paydays are restricted to the
38 school year, for more than ninety days.

39 3. The judgment creditor releases the garnishment.

40 4. The proceedings are stayed by a court of competent jurisdiction,
41 including the United States bankruptcy court.

42 5. The judgment debtor has not earned any nonexempt earnings for at
43 least sixty days or, if the judgment debtor is an employee of a school
44 district, a charter school, the Arizona state schools for the deaf and the
45 blind or an accommodation school and the judgment debtor is subject to an

1 employment contract that specifies that paydays are restricted to the
2 school year, for at least ninety days.

3 6. The court orders that the garnishment be quashed.

4 E. If no objections are filed to the answer of the garnishee and an
5 order of continuing lien is not entered within forty-five days after the
6 filing of the answer of the garnishee, any earnings held by the garnishee
7 shall be released to the judgment debtor and the garnishee shall be
8 discharged from any liability on the garnishment.

9 F. If at the hearing the court determines that the judgment debtor
10 is subject to the twenty-five percent maximum disposable earnings
11 provision under section 33-1131, subsection B and based on clear and
12 convincing evidence that the judgment debtor or the judgment debtor's
13 family would suffer extreme economic hardship as a result of the
14 garnishment, the court may reduce the amount of nonexempt earnings
15 withheld under a continuing lien ordered pursuant to this section from the
16 twenty-five percent to not less than fifteen percent.

17 G. A court order entered pursuant to this section if recorded does
18 not constitute a lien against real property pursuant to section 33-961.

19 H. The court, sitting without a jury, shall decide all issues of
20 fact and law.

21 Sec. 9. Section 12-1598.12, Arizona Revised Statutes, is amended to
22 read:

23 12-1598.12. Reporting by judgment creditor

24 A. Except as provided in subsection B OF THIS SECTION, as long as
25 the order of continuing lien is in effect the judgment creditor shall
26 issue a report in writing to the garnishee and the judgment debtor within
27 twenty-one days after the end of each calendar quarter.

28 B. The judgment creditor shall report in writing to the garnishee
29 and judgment debtor within twenty-one days after payment is received from
30 the garnishee reducing the outstanding balance on the judgment to ~~five~~
31 ~~hundred dollars~~ \$500 or less and within the first ten days of each
32 calendar month thereafter until the judgment is satisfied.

33 C. The reports required in subsections A and B OF THIS SECTION
34 shall contain the following:

35 1. The beginning and ending date of the reporting period for that
36 report. The beginning date of the first reporting period is the date the
37 writ was served.

38 2. The date and amount of each payment received during the
39 reporting period.

40 3. The total amount credited to the judgment balance for that
41 reporting period.

42 4. The interest, ATTORNEY FEES AND COSTS accrued during that
43 reporting period.

44 5. The total outstanding balance due on the judgment as of the
45 ending date of the reporting period.

1 D. It is the obligation of the judgment creditor to take reasonable
2 action to ~~assure~~ ENSURE that the garnishee does not withhold more
3 nonexempt earnings of the judgment debtor than are necessary to satisfy
4 the underlying judgment. Reasonable action includes at least written
5 notice directed to the garnishee or ~~his~~ THE GARNISHEE'S authorized
6 representative if the balance due on the judgment is less than double the
7 amount of nonexempt earnings received in the preceding two pay periods.
8 The judgment creditor shall instruct the garnishee to cease withholding
9 earnings after the full amount of the judgment has been paid to the
10 judgment creditor or when the judgment creditor has been notified that
11 sufficient monies have been withheld to satisfy the underlying judgment.

12 E. Immediately after the underlying judgment is satisfied or
13 expires, the judgment creditor shall file with the clerk of the court a
14 satisfaction or release of the writ and shall deliver a copy of that
15 satisfaction or release to the garnishee, the judgment debtor and any
16 creditor who has delivered a written request for such A notice to the
17 judgment creditor or ~~his~~ THE JUDGMENT CREDITOR'S attorney.

18 Sec. 10. Section 12-1598.15, Arizona Revised Statutes, is amended
19 to read:

20 12-1598.15. Taxing costs

21 A. If the garnishee is discharged on ~~his~~ THE GARNISHEE'S answer,
22 the cost of the proceeding, including reasonable compensation to the
23 garnishee, shall be taxed against the judgment creditor.

24 B. If there is no written objection to the answer of the garnishee
25 and the garnishee is held on ~~his~~ THE GARNISHEE'S answer, the ATTORNEY FEES
26 THAT ARE ALLOWED BY SECTION 12-1598.03, PARAGRAPH 3 AND costs as provided
27 in subsection A OF THIS SECTION shall be taxed against the judgment
28 debtor.

29 C. If the answer or nonexempt earnings statement is objected to in
30 writing the ATTORNEY FEES AND costs shall abide the issue.

31 D. If no objection is filed to the answer of the garnishee, the
32 costs provided in subsections A and B OF THIS SECTION shall not exceed
33 ~~fifty dollars~~ \$50 excluding costs of service and the cost of issuance of
34 the writ.

35 E. While a continuing lien is in effect the garnishee may deduct
36 from the nonexempt earnings of the judgment debtor the amount of ~~five~~
37 ~~dollars~~ \$5 each pay period as a fee for preparing and delivering the
38 nonexempt earnings statement. If there were not sufficient nonexempt
39 earnings to collect this fee, and an amount arising from this fee remains
40 owing when the writ becomes invalid or is released, the amount is
41 chargeable against the judgment creditor and not the judgment debtor.

APPROVED BY THE GOVERNOR MAY 3, 2021.

H.B. 2170

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 3, 2021.

CORRECTED

Bill unamended by the House—corrected legal title

House Engrossed Senate Bill

political signs; removal date

State of Arizona
Senate
Fifty-fifth Legislature
First Regular Session
2021

CHAPTER 284

SENATE BILL 1432

AN ACT

AMENDING SECTION 16-1019, ARIZONA REVISED STATUTES; RELATING TO POLITICAL
SIGNS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 16-1019, Arizona Revised Statutes, is amended to
3 read:

4 16-1019. Political signs; printed materials; tampering;
5 violation; classification

6 A. It is a class 2 misdemeanor for any person to knowingly remove,
7 alter, deface or cover any political sign of any candidate for public
8 office or in support of or opposition to any ballot measure, question or
9 issue or knowingly remove, alter or deface any political mailers,
10 handouts, flyers or other printed materials of a candidate or in support
11 of or opposition to any ballot measure, question or issue that are
12 delivered by hand to a residence for the period commencing forty-five days
13 before a primary election and ending ~~seven~~ FIFTEEN days after the general
14 election, except that for a sign for a candidate in a primary election who
15 does not advance to the general election, the period ends ~~seven~~ FIFTEEN
16 days after the primary election.

17 B. This section does not apply to the removal, alteration, defacing
18 or covering of a political sign or other printed materials by the
19 candidate or the authorized agent of the candidate in support of whose
20 election the sign or materials were placed, by a person authorized by the
21 committee in support of or opposition to a ballot measure, question or
22 issue that provided the sign or printed materials, by the owner or
23 authorized agent of the owner of private property on which such signs or
24 printed materials are placed with or without permission of the owner or
25 placed in violation of state law or county, city or town ordinance or
26 regulation.

27 C. Notwithstanding any other statute, ordinance or regulation, a
28 city, town or county of this state shall not remove, alter, deface or
29 cover any political sign if the following conditions are met:

30 1. The sign is placed in a public right-of-way that is owned or
31 controlled by that jurisdiction.

32 2. The sign supports or opposes a candidate for public office or it
33 supports or opposes a ballot measure.

34 3. The sign is not placed in a location that is hazardous to public
35 safety, obstructs clear vision in the area or interferes with the
36 requirements of the Americans with disabilities act (42 United States Code
37 sections 12101 through 12213 and 47 United States Code sections 225 and
38 611).

39 4. The sign has a maximum area of sixteen square feet, if the sign
40 is located in an area zoned for residential use, or a maximum area of
41 thirty-two square feet if the sign is located in any other area.

42 5. The sign contains the name and telephone number or website
43 address of the candidate or campaign committee contact person.

44 D. If the city, town or county deems that the placement of a
45 political sign constitutes an emergency, the jurisdiction may immediately

1 relocate the sign. The jurisdiction shall notify the candidate or
2 campaign committee that placed the sign within twenty-four hours after the
3 relocation. If a sign is placed in violation of subsection C of this
4 section and the placement is not deemed to constitute an emergency, the
5 city, town or county may notify the candidate or campaign committee that
6 placed the sign of the violation. If the sign remains in violation at
7 least twenty-four hours after the jurisdiction notified the candidate or
8 campaign committee, the jurisdiction may remove the sign. The
9 jurisdiction shall contact the candidate or campaign committee contact and
10 shall retain the sign for at least ten business days to allow the
11 candidate or campaign committee to retrieve the sign without penalty.

12 E. A city, town or county employee acting within the scope of the
13 employee's employment is not liable for an injury caused by the failure to
14 remove a sign pursuant to subsection D of this section unless the employee
15 intended to cause injury or was grossly negligent.

16 F. Subsection C of this section does not apply to commercial
17 tourism, commercial resort and hotel sign free zones as those zones are
18 designated by municipalities. The total area of those zones shall not be
19 larger than three square miles, and each zone shall be identified as a
20 specific contiguous area where, by resolution of the municipal governing
21 body, the municipality has determined that based on a predominance of
22 commercial tourism, resort and hotel uses within the zone the placement of
23 political signs within the rights-of-way in the zone will detract from the
24 scenic and aesthetic appeal of the area within the zone and deter its
25 appeal to tourists. Not more than two zones may be identified within a
26 municipality.

27 G. A city, town or county may prohibit the installation of a sign
28 on any structure owned by the jurisdiction.

29 H. Subsection C of this section applies only during the period
30 commencing sixty days before a primary election and ending fifteen days
31 after the general election, except that for a sign for a candidate in a
32 primary election who does not advance to the general election, the period
33 ends fifteen days after the primary election.

34 I. This section does not apply to state highways or routes, or
35 overpasses over those state highways or routes.

APPROVED BY THE GOVERNOR APRIL 26, 2021.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 26, 2021.

SHAW & LINES, LLC
COUNSELORS TO COMMUNITY ASSOCIATIONS

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