



**SHAW & LINES, LLC**

ATTORNEYS AT LAW

**2024 CHANGES IN THE LAW  
AFFECTING ARIZONA  
HOMEOWNERS ASSOCIATIONS (“HOAs”)**

**LAWS TAKE EFFECT SEPTEMBER 14, 2024  
UNLESS OTHERWISE INDICATED**

**Authored by:**

**Augustus H. Shaw IV, Esq., CCAL\***

**Shaw & Lines, LLC**

**4523 E. Broadway Road**

**Phoenix, AZ 85040**

**Phone 480-456-1500**

**Fax 480-456-1515**

**E-mail [ashaw@shawlines.com](mailto:ashaw@shawlines.com)**

**Website [www.shawlines.com](http://www.shawlines.com)**

**\*Adjunct Professor, Arizona State University O’Connor College of Law**

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*This course is approved by the Community Association Managers International Certification Board (CAMICB) to fulfill continuing education requirements for the CMCA® certification. [www.Camicb.org](http://www.Camicb.org).*



# SHAW & LINES, LLC

ATTORNEYS AT LAW

## **Augustus H. Shaw IV, Esq., CCAL**

4523 E. Broadway Road, Phoenix, AZ 85040 – 480-456-1500

E-mail – [ashaw@shawlines.com](mailto:ashaw@shawlines.com)

Website – [www.shawlines.com](http://www.shawlines.com)

### **EDUCATION**

**University of Arizona James E. Rogers College of Law** – Juris Doctor 2000

**University of Arizona** – Bachelor of Arts 1996

### **PROFESSIONAL LICENSES**

Member, State Bar of Arizona.

Member, U.S. District Court Bar for the District of Arizona.

Member, State Bar of Nebraska.

Member, U.S. District Court Bar for the District of Nebraska.

Member, United States Tax Court Bar.

### **PROFESSIONAL LEGAL EXPERIENCE**

#### **Shaw & Lines, LLC**

*Founding Member and Managing Member (April 2005 – Present)*

Provide legal advice to Homeowner Associations, Property Owner Associations, Office Condominium Associations and non-profit corporations in a variety of general real estate and corporate transactions. Specifically, creation of corporate entity for homeowners' associations, creation and interpretation of governing documents of homeowner associations, creation and negotiation of complex sales and lease agreements, creation of land conveyance documents, representation of home owner and property owner associations in zoning matters, representation of homeowners' associations in collection litigation matter and document enforcement matters.

#### **Arizona State University Sandra Day O'Connor College of Law**

*Adjunct Professor – (January 2024 - Present)*

Instructing the Class Law 791 – Homeowner and Community Association Law.

### **SERVICE ORGANIZATIONS**

Member, Community Associations Institute College of Community Association Lawyers Board of Governors (Present, 2017); Board Vice President, Tempe Preparatory Academy (Present); Board President, Tempe Preparatory Academy (2020 to 2021); Board Member, Tempe Preparatory Academy (2018 to Present); Vice President, Central Arizona Chapter



of Community Associations Institute (CAI) (2014 - 2015); Member of the Board of Directors (2013 - 2016) of the Central Arizona Chapter of Community Associations Institute (CAI); Member, State Bar Committee of Minorities and Women in the Law (2002-2003); Vice Chair, City of Tempe Redevelopment Review Commission (2003- 2004); Secretary, Maricopa County Bar Association Foundation (2002-2003); Member, Maricopa County Board of Adjustment (2005-2006); Member, Maricopa County Community Development Advisory Commission (2005-2006); Member, Maricopa County Merit Commission (2006); Member, City of Tempe Transportation Commission (2009-2011); First Vice Chairman, Arizona Republican Party (2010 – 2012).

### **CONTINUING LEGAL EDUCATION SEMINARS TAUGHT**

February 2024 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Communication Counts: Teaching a More Effective and Ethical Way to Communicate*.

October 2023 – State Bar of Arizona CLE Panel Entitled *A Legal Update on Recent Homeowner Association Changes in Statutory and Caselaw*.

May 2023 - Community Associations Institute Annual Conference and Exposition Seminar Entitled *Royal Rumble: Navigating Board Officer Responsibilities and Avoiding Conflict*.

January 2023 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Disaster Proof Your Association – Preparing for and Addressing Natural and Unnatural Disasters in Community Associations*.

April 2022 – State Bar of Arizona CLE Panel Entitled *Update on Administrative Adjudication of Homeowners Association (HOA) Disputes*.

February 2022 - Community Associations Institute College of Community Association Lawyers National Law Seminar Entitled *Panel of Pundits*.

August 2021 - Community Associations Institute Annual Conference and Exposition Seminar Entitled *Take This Board and Shove It! How to Handle En Masse Board Resignation*.

February 2020 – State Bar of Arizona CLE Panel Entitled *Fundamentals of Administrative Adjudication in Homeowners Association (HOA) Disputes*.

January 2020 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Vexatious Litigants – How to Handle the Frivolous Filer*.



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January 2019 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *ETHICS: Call to Duty: Ethics and Politics Concerning Duties Owed*.

February 2018 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Navigating the Nuances of the Fair Housing Act*.

June 2017 - Arizona State Bar Convention CLE Panel Entitled *Advanced Issues in Land Use: Navigating the Dangers of Deed Restrictions in Residential and Commercial Development*.

January 2017 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *The Insurance Defense Dilemma; Conflicts of Interest Regarding Insurance Defense Under a Reservation of Rights*.

May 2015 - Community Associations Institute National Annual Conference Seminar Entitled *I am the Association! How to Handle the Overbearing Board Member*.

November 2014 – State Bar of Arizona CLE Seminar Entitled *Let Slip the Dogs of Peace: The ADA, Fair Housing Act and the Use of Service Animals to Help America's Returning Veterans*.

April 2013 - Arizona Association of Landlord-Tenant Attorneys CLE Seminar Entitled *An Overview of Property Tax Appeals, HOA Laws and Remedies When a Foreclosure Goes Wrong*.

February 2011 - Community Associations Institute (Central Arizona Chapter) Trade Show Seminar Entitled *Going Rogue, What to do with the Rogue Association Board Member*.

May 2010 - Community Associations Institute National Annual Conference Seminar Entitled *Board Member Decision Making – The Business Judgment Rule Plus*.

January 2010 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Board Member Decision Making – The Business Judgment Rule Plus*.

January 2007 - Lorman Educational Services Seminar Entitled *Issues Concerning the Development, Creation and Operation of the Arizona Office Condominium Association*

June 2006 - Arizona Association of Community Managers Seminar Entitled *Changes in the Laws Affecting Community Associations*.



May 2005 - Maricopa County Bar Association Seminar Entitled *How to Collect Assessments and Enforce Restrictions Concerning Homeowner Associations*.

### ARTICLES AND PUBLICATIONS

Winter (2018) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *Can a HOA Waive its Rights to Enforce the CC&Rs*.

Spring (2018) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *Going Paperless: The Legal Requirements of HOA Digital Record Keeping*.

Fall (2017) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *Reserve Accounts 101 – What They Are, How They Work and Are They Required*.

Spring (2017) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *You're Hired! Important Considerations Concerning HOA Service Providers*.

Spring (2016) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *There is Method to the Madness: How to Choose the Best Method of Enforcement*.

Fall (2014) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *The Importance of Trade Names and Trademarks in the Social Media Age*.

Spring (2013) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *The Hatfields and the McCoys: HOA Involvement in Neighbor Disputes*.

September/October (2012) Community Associations Institute National Magazine *Common Ground* Article Entitled *Curmudgeon Cure*.

Issue 4 (2011) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *Association Record Keeping in the Digital Age*.

Issue 1 (2011) Community Associations Institute Central Arizona Chapter Magazine *Community Resource* Article Entitled *We Are All in This Together - Sustaining Members' Interest in Their Community Association*.



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Issue 4 (2010) Community Associations Institute Central Arizona Chapter Magazine  
*Community Resource* Article Entitled *Why HOAs are Good in a Bad Economy*.

Issue 2 (2010) Community Associations Institute Central Arizona Chapter Magazine  
*Community Resource* Article Entitled *The Ins and Outs of Owner Bankruptcy – What  
Community Associations Need to Know*.

Columnist for the weekly Column entitled “Ask the HOA GUY” published by the  
*Arizona Republic* and the *East Valley/Scottsdale Tribune* (2004-2006).

## **AWARDS AND ACHIEVEMENTS**

2010 Leadership Centre Brian L. Zemp Community Leadership Award.

2008 Member – Community Association Institute College of Community Association  
Lawyers.

2006 Leadership Centre Instructor of the Year.

## **SERVICE TO COUNTY**

Honorably discharged from the U.S. Navy, August 1992.

**TABLE OF CONTENTS**

**I. HB 2648 – Homeowner Association Related Fees and Charges – Revised Provisions**  
A.R.S. §33-1202 and A.R.S. §33-1256 (Condominiums) - A.R.S. §33-1802 and A.R.S.  
§33-1807 (Planned Communities) .....3

**II. HB 2662 – Requirement to Post Association Meeting Agendas – Revised Provisions**  
A.R.S. §33-1248(B) (Condominiums) - A.R.S. §33-1804(B) Planned  
Communities) ..... 3

**III. HB 2698 – End of Period of Declarant Control - New Provisions** A.R.S. §33-1820  
(Planned Communities)..... 4

**IV. HB 2119 – Transfer Fees on Certain Conveyances of Property - New Provision**  
A.R.S. §33-442(E) .....4

**V. SB 1016 – Display of Flags – New Provisions** A.R.S. §33-1808(B)(2) Planned  
Communities) ..... 5

**VI. HB 2141 – Interior Improvements to a Unit - New Provisions** A.R.S. §33-1221(B)  
(Condominiums).....5

**VII. SB 1432 – Removal of Unlaw provisions from Association Declarations – New**  
Provisions A.R.S. §33-531 through A.R.S. §33-539.....5

**VIII. Corporate Transparency Act**..... 6

ADDENDUM A: HB 2648.....7

ADDENDUM B: HB 2662.....8

ADDENDUM C: HB 2698.....9

ADDENDUM D: HB 2119.....10

ADDENDUM E: SB 1016.....11

ADDENDUM F: HB 2141.....12

ADDENDUM G: SB 1432.....13

This Guide to the 2024 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. HB 2648 – Homeowner Association Related Fees and Charges – Revised Provisions A.R.S. §33-1202 and A.R.S. §33-1256 (Condominiums) - A.R.S. §33-1802 and A.R.S. §33-1807 (Planned Communities).**

HB 2648 changes the definitions of the categories of monies owed to the Association. There are now two (2) categories of monies owed to the Association:

1. “Common Expense Lien” includes assessments, charges for late payment of the assessments **if authorized in the declaration**, reasonable collection fees and costs incurred or applied by the association and reasonable attorney fees and costs that are incurred with respect to those assessments, **if the attorney fees and costs are awarded by a court.**
2. “Member Expenses” includes fees, charges, late charges and monetary penalties or interest that is imposed pursuant to section 33-1242 (enforcement related charges).

Only monies listed in the Common Expense Lien can be foreclosed pursuant to the Statutory Lien. Unit Owner Expenses are not included in the Statutory Lien.

Additionally, pursuant to HB 2648, prior to initiating a foreclosure action, the Association’s board of directors must demonstrate that it exercised reasonable efforts to communicate with the delinquent owner and offered the delinquent owner a reasonable payment plan.<sup>1</sup>

**II. HB 2662 – Requirement to Post Association Meeting Agendas – Revised Provisions A.R.S. §33-1248(B) (Condominiums) - A.R.S. §33-1804(B) (Planned Communities).**

The Association’s Secretary must provide an agenda for any meeting of the members Association, in advance of the member’s meeting, by hand delivery, mail, website posting, email or other electronic means or posting at a community center or other similar location.<sup>2</sup>

Board meeting agendas must now be provided at least 48 hours before a Board Meeting by newsletter, conspicuous posting, or any other reasonable means as determined by the board of directors.<sup>3</sup>

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<sup>1</sup> A.R.S. § 33-1807(A) (Planned Communities) and A.R.S. § 33-1256(A) (Condominiums).

<sup>2</sup> A.R.S. §33-1248(B) (Condominiums) - A.R.S. §33-1804(B) (Planned Communities).

<sup>3</sup> A.R.S. §33-1248(D) (Condominiums) - A.R.S. §33-1804(D) (Planned Communities).



**III. HB 2698 – End of Period of Declarant Control - New Provisions A.R.S. §33-1820 (Planned Communities).**

HB 2698 would require the Declaration (CC&Rs) of planned communities to specify the termination of the Period of Declarant Control in one of two ways: (1) by providing a specific date; or (2) by outlining a method for calculating the date. HB 2698 also states that regardless of the stated date of the termination of the Period of Declarant Control, the Period of Declarant Control must terminate no later than the date on which the second to last Lot (house site) in the Association is sold to buyer (not a homebuilder).

**IV. HB 2119 – Transfer Fees on Certain Conveyances of Property - New Provision A.R.S. §33-442(E).**

An Association shall not charge certain transfer and other fees for any conveyance between the following parties:

1. A transfer of title with only nominal actual consideration for the transfer of residential property between:
  - (a) Husband and wife or an ancestor of the husband and wife.
  - (b) Parent and child, including natural or adopted children and their descendants.
  - (c) Grandparent and grandchild.
  - (d) Natural or adopted siblings.
2. On a sale for delinquent taxes or assessments.
3. On partition.
4. Pursuant to a merger.
5. For no consideration or nominal consideration:
  - (a) By a subsidiary to its parent or from a parent to a subsidiary.
  - (b) Among commonly controlled entities.
  - (c) From a member to its limited liability company or from a limited liability company to a member.
  - (d) From a partner to its partnership.
  - (e) From a partnership to a partner.
  - (f) From a joint venturer to its joint venture.
  - (g) From a joint venture to a joint venturer.
  - (h) From a trust beneficiary to its trustee.
  - (i) From a trustee to its trust beneficiary.
  - (j) From any of the entities in subdivisions (a) through (i) of this paragraph to a single-purpose entity in order to obtain financing.

**V. SB 1016 – Display of Flags – New Provisions A.R.S. §33-1808(B)(2) (Planned Communities).**

Among other rules and regulations an Association may implement regarding the display of flags listed in A.R.S. §33-1808(A), Associations may limit the Owner of property to no more than two (2) wall mounted flagpole holders on the home.

**VI. HB 2141 – Interior Improvements to a Unit and Interior Declarations in a Unit - New Provisions A.R.S. §33-1221(B) (Condominiums).**

Associations shall not prohibit a unit owner from improving or altering the interior of the unit in a manner that may disturb adjacent unit occupants if the unit owner purchases and installs at the unit owner's own expense any reasonably necessary improved materials, accessories or other adjustments that eliminate or minimize the potential disturbance.

Also, Association's shall not prohibit a unit owner from using any manner of decoration on the interior of the unit.

**VII. SB 1432 – Removal of Unlaw provisions from Association Declarations – New Provisions A.R.S. §33-531 through A.R.S. §33-539.**

SB 1432 allows owners and Association the ability to negate unlawful provisions in the Association's Declaration by recording statements with the applicable county recorded. SB 1432 provides a detailed procedure that must be followed regarding negating the unlawful provision.

## VIII. Corporate Transparency Act.

The Corporate Transparency Act is a Federal Law currently being enforced by the Financial Crimes Enforcement Network (FinCEN). The consensus by community association lawyers is community associations incorporated at the state level will have a responsibility to file information with FinCEN through the Beneficial Ownership Information (BOI) reporting requirements. The Beneficial Ownership Information (BOI) reporting program is currently open for filings. There is a 51 question form to be completed by each Association. *The current filing deadline for existing corporations is January 1, 2025.*

Concerning with Association must comply with the Corporate Transparency Act, according to FinCEN's website:

As with any entity, if an HOA was not created by the filing of a document with a secretary of state or similar office, then it is not a domestic reporting company. An incorporated HOA or other HOA that was created by such a filing also may qualify for an exemption from the reporting requirements. For example, HOAs recognized by the IRS as section 501(c)(4) social welfare organizations (or that claim such status and meet the requirements) may qualify for the tax-exempt entity exemption. An incorporated HOA that is *not* a section 501(c)(4) organization, however, may fall within the reporting company definition and therefore be required to report BOI to FinCEN.

**ADDENDUM A: HB 2648**

Senate Engrossed House Bill

~~motor vehicle manufacturers; TPT; exemption~~  
(now: condominiums; planned communities; lien; assessment)

State of Arizona  
House of Representatives  
Fifty-sixth Legislature  
Second Regular Session  
2024

**CHAPTER 151**  
**HOUSE BILL 2648**

AN ACT

AMENDING SECTIONS 33-1202, 33-1256, 33-1802 AND 33-1807, ARIZONA REVISED  
STATUTES; RELATING TO COMMON EXPENSE ASSESSMENTS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Section 33-1202, Arizona Revised Statutes, is amended to  
3 read:

4 33-1202. Definitions

5 In the condominium documents, unless specifically provided otherwise  
6 or the context otherwise requires, and in this chapter:

7 1. "Affiliate of a declarant" means any person who controls, is  
8 controlled by or is under common control with a declarant.

9 2. "Allocated interests" means the undivided interests in the  
10 common elements, the common expense liability and votes in the association  
11 allocated to each unit.

12 3. "Articles of incorporation" means the instrument by which an  
13 incorporated association or unit owners' association is formed and  
14 organized under this state's corporate statutes.

15 4. "ASSESSMENT" MEANS THE SHARE OF MONIES THAT IS REQUIRED FOR THE  
16 PAYMENT OF COMMON EXPENSES AND THAT THE ASSOCIATION ASSESSES PERIODICALLY  
17 AGAINST EACH UNIT.

18 ~~4.~~ 5. "Association" or "unit owners' association" means the unit  
19 owners' association organized under section 33-1241.

20 ~~5.~~ 6. "Board of directors" means the body, regardless of its name,  
21 designated in the declaration and given general management powers to act  
22 on behalf of the association.

23 ~~6.~~ 7. "Bylaws" means the bylaws required by section 33-1246.

24 ~~7.~~ 8. "Common elements" means all portions of a condominium other  
25 than the units.

26 ~~8.~~ 9. "Common expense liability" means the liability for common  
27 expenses allocated to each unit pursuant to section 33-1217.

28 10. "COMMON EXPENSE LIEN" MEANS THE LIEN FOR ASSESSMENTS, CHARGES  
29 FOR LATE PAYMENT OF ASSESSMENTS IF AUTHORIZED IN THE DECLARATION,  
30 REASONABLE COLLECTION FEES AND COSTS INCURRED OR APPLIED BY THE  
31 ASSOCIATION AND REASONABLE ATTORNEY FEES AND COSTS THAT ARE INCURRED WITH  
32 RESPECT TO THOSE ASSESSMENTS, IF THE ATTORNEY FEES AND COSTS ARE AWARDED  
33 BY A COURT.

34 ~~9.~~ 11. "Common expenses" means expenditures made by or financial  
35 liabilities of the association, together with any allocations to reserves.

36 ~~10.~~ 12. "Condominium" means real estate, portions of which are  
37 designated for separate ownership and the remainder of which is designated  
38 for common ownership solely by the owners of the separate portions. Real  
39 estate is not a condominium unless the undivided interests in the common  
40 elements are vested in the unit owners.

41 ~~11.~~ 13. "Condominium documents" means the declaration, bylaws,  
42 articles of incorporation, if any, and rules, if any.

43 ~~12.~~ 14. "Declarant" means any person or group of persons who  
44 reserves, is granted or succeeds to any special declarant right.

1           ~~13.~~ 15. "Declaration" means any instruments, however denominated,  
2 that create a condominium and any amendments to those instruments.  
3           ~~14.~~ 16. "Development rights" means any right or combination of  
4 rights reserved by or granted to a declarant in the declaration to do any  
5 of the following:  
6           (a) Add real estate to a condominium.  
7           (b) Create easements, units, common elements or limited common  
8 elements within a condominium.  
9           (c) Subdivide units, convert units into common elements or convert  
10 common elements into units.  
11           (d) Withdraw real estate from a condominium.  
12           (e) Make the condominium part of a larger condominium or planned  
13 community.  
14           (f) Amend the declaration during any period of declarant control,  
15 pursuant to section 33-1243, subsection E, to comply with applicable law  
16 or to correct any error or inconsistency in the declaration, if the  
17 amendment does not adversely affect the rights of any unit owner.  
18           (g) Amend the declaration during any period of declarant control,  
19 pursuant to section 33-1243, subsection E, to comply with the rules or  
20 guidelines, in effect from time to time, of any governmental or  
21 quasi-governmental entity or federal corporation guaranteeing or insuring  
22 mortgage loans or governing transactions involving mortgage instruments.  
23           ~~15.~~ 17. "Identifying number" means a symbol or address that  
24 identifies one unit in a condominium.  
25           ~~16.~~ 18. "Leasehold condominium" means a condominium in which all  
26 or a portion of the real estate is subject to a lease the expiration or  
27 termination of which will terminate the condominium or reduce its size.  
28           ~~17.~~ 19. "Limited common element" means a portion of the common  
29 elements specifically designated as a limited common element in the  
30 declaration and allocated by the declaration or by operation of section  
31 33-1212, paragraph 2 or 4 for the exclusive use of one or more but fewer  
32 than all of the units.  
33           ~~18.~~ 20. "Person" means:  
34           (a) A natural person, corporation, business trust, estate, trust,  
35 partnership, association, joint venture, government, governmental  
36 subdivision or agency, or other legal or commercial entity.  
37           (b) In the case of a subdivision trust, as defined in section  
38 6-801, ~~person means~~ the beneficiary of the trust who holds the right to  
39 subdivide, develop or sell the real estate rather than the trust or  
40 trustee.  
41           ~~19.~~ 21. "Real estate":  
42           (a) Means any legal, equitable, leasehold or other estate or  
43 interest in, over or under land, including structures, fixtures and other  
44 improvements and interests which by custom, usage or law pass with a

1 conveyance of land though not described in the contract of sale or  
2 instrument of conveyance. ~~Real estate~~

3 (b) Includes parcels with or without upper or lower boundaries and  
4 spaces that may be filled with air or water.

5 ~~20.~~ 22. "Rules" means the provisions, if any, adopted pursuant to  
6 the declaration or bylaws governing maintenance and use of the units and  
7 common elements.

8 ~~21.~~ 23. "Special declarant rights" means any right or combination  
9 of rights reserved by or granted to a declarant in the declaration to do  
10 any of the following:

11 (a) Construct improvements provided for in the declaration.

12 (b) Exercise any development right.

13 (c) Maintain sales offices, management offices, signs advertising  
14 the condominium, and models.

15 (d) Use easements through the common elements for the purpose of  
16 making improvements within the condominium or within real estate ~~which~~  
17 ~~THAT~~ may be added to the condominium.

18 (e) Appoint or remove any officer of the association or any board  
19 member during any period of declarant control.

20 ~~22.~~ 24. "Unit" means a portion of the condominium designated for  
21 separate ownership or occupancy.

22 ~~23.~~ 25. "Unit owner" means:

23 (a) A declarant or other person who owns a unit or, unless  
24 otherwise provided in the lease, a lessee of a unit in a leasehold  
25 condominium whose lease expires simultaneously with any lease the  
26 expiration or termination of which will remove the unit from the  
27 condominium but does not include a person having an interest in a unit  
28 solely as security for an obligation.

29 (b) In the case of a contract for conveyance, as defined in section  
30 33-741, of real property, ~~unit owner means~~ the purchaser of the unit.

31 26. "UNIT OWNER EXPENSES":

32 (a) MEANS FEES, CHARGES, LATE CHARGES AND MONETARY PENALTIES OR  
33 INTEREST THAT IS IMPOSED PURSUANT TO SECTION 33-1242, SUBSECTION A,  
34 PARAGRAPHS 10, 11 AND 12.

35 (b) DOES NOT INCLUDE ANY AMOUNT THAT IS INCLUDED IN A COMMON  
36 EXPENSE LIEN.

37 Sec. 2. Section 33-1256, Arizona Revised Statutes, is amended to  
38 read:

39 33-1256. Common expense liens; priority; mechanics' and  
40 materialmen's liens; notice; applicability

41 A. The association has a COMMON EXPENSE lien on a unit for any  
42 assessment levied against that unit from the time the assessment becomes  
43 due. The association's COMMON EXPENSE lien ~~for assessments, for charges~~  
44 ~~for late payment of those assessments, for reasonable collection fees and~~  
45 ~~for reasonable attorney fees and costs incurred with respect to those~~



1 ~~assessments~~ may be foreclosed in the same manner as a mortgage on real  
2 estate but may be foreclosed only if the UNIT owner has been AND REMAINS  
3 delinquent in the payment of ~~monies secured by the lien, excluding~~  
4 ~~reasonable collection fees, reasonable attorney fees and charges for late~~  
5 ~~payment of and costs incurred with respect to those~~ assessments, for a  
6 period of one year or in the amount of \$1,200 or more, whichever occurs  
7 first, as determined on the date the action is filed. ~~fees, charges, late~~  
8 ~~charges, monetary penalties and interest charged pursuant to section~~  
9 ~~33-1242, subsection A, paragraphs 10, 11 and 12, other than charges for~~  
10 ~~late payment of assessments, are not enforceable as assessments under this~~  
11 ~~section.~~ THE ASSOCIATION BOARD OF DIRECTORS SHALL EXERCISE REASONABLE  
12 EFFORTS TO COMMUNICATE WITH THE UNIT OWNER AND OFFER A REASONABLE PAYMENT  
13 PLAN BEFORE FILING A FORECLOSURE ACTION. If an assessment is payable in  
14 installments, the full amount of the assessment is a lien from the time  
15 the first installment of the assessment becomes due.

16 B. NOTWITHSTANDING ANY PROVISION IN THE CONDOMINIUM DOCUMENTS, UNIT  
17 OWNER EXPENSES ARE NOT ENFORCEABLE AS COMMON EXPENSE LIENS UNDER THIS  
18 SECTION. The association has a lien for ~~fees, charges, late charges,~~  
19 ~~other than charges for late payment of assessments, monetary penalties or~~  
20 ~~interest charged pursuant to section 33-1242, subsection A, paragraphs 10,~~  
21 ~~11 and 12~~ UNIT OWNER EXPENSES after the entry of a judgment in a civil  
22 suit for those ~~fees, charges, late charges, monetary penalties or interest~~  
23 UNIT OWNER EXPENSES from a court of competent jurisdiction and the  
24 recording of that judgment in the office of the county recorder as  
25 otherwise provided by law. The association's JUDGMENT lien for ~~monies~~  
26 ~~other than for assessments, for charges for late payment of those~~  
27 ~~assessments, for reasonable collection fees and for reasonable attorney~~  
28 ~~fees and costs incurred with respect to those assessments~~ UNIT OWNER  
29 EXPENSES may not be foreclosed and is effective only on conveyance of any  
30 interest in the real property.

31 ~~B.~~ C. A COMMON EXPENSE lien ~~for assessments, for charges for late~~  
32 ~~payment of those assessments, for reasonable collection fees and for~~  
33 ~~reasonable attorney fees and costs incurred with respect to those~~  
34 ~~assessments~~ under this section is prior to all other liens, interests and  
35 encumbrances on a unit except:

36 1. Liens and encumbrances recorded before the recordation of the  
37 declaration.

38 2. A recorded first mortgage on the unit, a seller's interest in a  
39 first contract for sale pursuant to chapter 6, article 3 of this title on  
40 the unit recorded ~~prior to~~ BEFORE the lien arising pursuant to subsection  
41 A of this section or a recorded first deed of trust on the unit.

42 3. Liens for real estate taxes and other governmental assessments  
43 or charges against the unit.

1           ~~C.~~ D. Subsection ~~B~~ C of this section does not affect the priority  
2 of mechanics' or materialmen's liens ~~or the priority of liens for other~~  
3 ~~assessments made by the association.~~ The COMMON EXPENSE lien under this  
4 section is not subject to chapter 8 of this title.

5           ~~D.~~ E. Unless the declaration otherwise provides, if two or more  
6 associations have COMMON EXPENSE liens ~~for assessments~~ created at any time  
7 on the same real estate, those liens have equal priority.

8           ~~E.~~ F. Recording ~~of~~ the declaration constitutes record notice and  
9 perfection of the COMMON EXPENSE lien ~~for assessments, for charges for~~  
10 ~~late payment of those assessments, for reasonable collection fees and for~~  
11 ~~reasonable attorney fees and costs incurred with respect to those~~  
12 ~~assessments.~~ Further recordation of any claim of COMMON EXPENSE lien ~~for~~  
13 ~~assessments~~ under this section is not required.

14           ~~F.~~ G. A COMMON EXPENSE lien ~~for unpaid assessments~~ is extinguished  
15 unless proceedings to enforce the lien are instituted within six years  
16 after the full amount of the assessments becomes due.

17           ~~G.~~ H. This section does not prohibit:

18           1. Actions to recover sums for which subsection A OR B of this  
19 section creates a lien.

20           2. An association from taking a deed in lieu of foreclosure.

21           ~~H.~~ I. A judgment or decree in any action brought under this  
22 section ~~shall~~ MAY include costs and reasonable attorney fees for the  
23 prevailing party.

24           ~~I.~~ J. The association on written request shall furnish to a  
25 lienholder, escrow agent, unit owner or person designated by a unit owner  
26 a statement setting forth the amount of ANY unpaid ~~assessments~~ LIENS  
27 PRESCRIBED BY SUBSECTION A OR B OF THIS SECTION against the unit. The  
28 statement shall be furnished within ten days after receipt of the request.  
29 ~~and~~ The statement is binding on the association, ~~the board of directors~~  
30 ~~and every unit owner~~ if the statement is requested by an escrow agency  
31 that is licensed pursuant to title 6, chapter 7. Failure to provide the  
32 statement to the escrow agent within the time provided for in this  
33 subsection extinguishes any lien for any unpaid assessment then due.

34           ~~J.~~ K. Notwithstanding any provision in the condominium documents  
35 or in any contract between the association and a management company OR ANY  
36 OTHER AGENT OF THE ASSOCIATION, INCLUDING ANY AGREEMENT OR CONTRACT WITH  
37 ANY ATTORNEY, unless the unit owner directs otherwise, all payments  
38 received on a unit owner's account shall be applied first to any unpaid  
39 assessments, DUE BUT NOT DELINQUENT ASSESSMENTS, unpaid charges for late  
40 payment of those assessments IF AUTHORIZED IN THE DECLARATION, unpaid  
41 reasonable collection fees AND COSTS INCURRED OR APPLIED BY THE  
42 ASSOCIATION and unpaid attorney fees and costs incurred with respect to  
43 those assessments IF AWARDED BY A COURT, in that order, with any remaining  
44 amounts applied next to other unpaid fees, charges and monetary penalties  
45 or interest and late charges on any of those amounts.

1           ~~K.~~ L. For a delinquent account for unpaid COMMON EXPENSE  
2 ~~assessments or for charges related to unpaid assessments~~ LIENS, the  
3 association shall provide the following written notice to the unit owner  
4 at the unit owner's address as provided to the association at least thirty  
5 days before authorizing an attorney, or a collection agency that is not  
6 acting as the association's managing agent, to begin collection activity  
7 on behalf of the association:

8           Your account is delinquent. If you do not bring your account  
9 current or make arrangements that are approved by the  
10 association to bring your account current within thirty days  
11 after the date of this notice, your account will be turned  
12 over for further collection proceedings. Such collection  
13 proceedings could include bringing a foreclosure action  
14 against your property.

15 The notice shall be in boldfaced type or all capital letters and shall  
16 include the contact information for the person that the unit owner may  
17 contact to discuss payment. The notice shall be sent by certified mail,  
18 return receipt requested, and may be included within other correspondence  
19 sent to the unit owner regarding the unit owner's delinquent account.

20           ~~L.~~ M. ~~Beginning January 1, 2020,~~ Except for condominiums that have  
21 fewer than fifty units and that do not contract with a third party to  
22 perform management services on behalf of the association, the association  
23 shall provide a statement of account in lieu of a periodic payment book to  
24 the unit owner with the same frequency that assessments are provided for  
25 in the declaration. The statement of account shall include the current  
26 account balance due and the immediately preceding ledger history. If the  
27 association offers the statement of account by electronic means, a unit  
28 owner may opt to receive the statement electronically. The association  
29 may stop providing any further statements of account to a unit owner if  
30 collection activity begins by an attorney, or a collection agency that is  
31 not acting as the association's managing agent, regarding that unit  
32 owner's unpaid account. After collection activity begins, a unit owner  
33 may request statements of account by written request to the attorney or  
34 collection agency. Any request by a unit owner for a statement of account  
35 after collection activity begins by an attorney or a collection agency  
36 that is not acting as the association's managing agent must be fulfilled  
37 by the attorney or the collection agency responsible for the collection.  
38 The statement of account provided by the attorney or collection agency  
39 responsible for the collection shall include all amounts claimed to be  
40 owing to resolve the delinquency through the date set forth in the  
41 statement, including attorney fees and costs, regardless of whether such  
42 amounts have been reduced to judgment.

43           ~~M.~~ N. An agent for the association may collect on behalf of the  
44 association directly from a unit owner the assessments and other amounts  
45 owed by cash or check, by mailed or hand-delivered bank drafts, checks,

1 cashier's checks or money orders, by credit, charge or debit card or by  
2 other electronic means. For any form of payment other than for cash or  
3 for mailed or hand-delivered bank drafts, checks, cashier's checks or  
4 money orders, the agent may charge a convenience fee to the unit owner  
5 that is approximately the amount charged to the agent by a third-party  
6 service provider. **THE ASSOCIATION MAY NOT TRANSFER OWNERSHIP OR CONTROL**  
7 **OF DEBT FOR COMMON EXPENSE LIENS OR UNIT OWNER EXPENSES.**

8 ~~4.~~ 0. This section does not apply to timeshare plans or  
9 associations that are subject to chapter 20 of this title.

10 Sec. 3. Section 33-1802, Arizona Revised Statutes, is amended to  
11 read:

12 **33-1802. Definitions**

13 In this chapter and in the community documents, unless the context  
14 otherwise requires:

15 1. "Association":

16 (a) Means a nonprofit corporation or unincorporated association of  
17 owners that is created pursuant to a declaration to own and operate  
18 portions of a planned community and that has the power under the  
19 declaration to assess association members to pay the costs and expenses  
20 incurred in the performance of the association's obligations under the  
21 declaration. ~~Association~~

22 (b) Does not include a nonprofit corporation or unincorporated  
23 association of owners that is created or incorporated before January 1,  
24 1974 and that does not have authority to enforce covenants, conditions or  
25 restrictions related to the use, occupancy or appearance of the separately  
26 owned lots, parcels or units in a real estate development, unless the  
27 nonprofit corporation or unincorporated association of owners elects to be  
28 subject to this chapter pursuant to section 33-1801, subsection D.

29 2. "COMMON EXPENSE LIEN" MEANS THE LIEN FOR ASSESSMENTS, CHARGES  
30 FOR LATE PAYMENT OF ASSESSMENTS IF AUTHORIZED IN THE DECLARATION,  
31 REASONABLE COLLECTION FEES AND COSTS INCURRED OR APPLIED BY THE  
32 ASSOCIATION AND REASONABLE ATTORNEY FEES AND COSTS THAT ARE INCURRED WITH  
33 RESPECT TO THOSE ASSESSMENTS, IF THE ATTORNEY FEES AND COSTS ARE AWARDED  
34 BY A COURT.

35 ~~3.~~ 3. "Community documents" means the declaration, bylaws,  
36 articles of incorporation, if any, and rules, if any.

37 ~~4.~~ 4. "Declaration" means any instruments, however denominated,  
38 that establish a planned community and any amendment to those instruments.

39 5. "MEMBER EXPENSES":

40 (a) MEANS FEES, CHARGES, LATE CHARGES AND MONETARY PENALTIES OR  
41 INTEREST.

42 (b) DOES NOT INCLUDE ANY AMOUNT THAT IS INCLUDED IN A COMMON  
43 EXPENSE LIEN.

44 ~~6.~~ 6. "Planned community":

1 (a) Means a real estate development that includes real estate owned  
2 and operated by or real estate on which an easement to maintain roadways  
3 or a covenant to maintain roadways is held by a nonprofit corporation or  
4 unincorporated association of owners, that is created for the purpose of  
5 managing, maintaining or improving the property and in which the  
6 declaration expressly states both that the owners of separately owned  
7 lots, parcels or units are mandatory members and that the owners are  
8 required to pay assessments to the association for these purposes.

9 ~~Planned community~~

10 (b) Does not include any of the following:

11 ~~(a)~~ (i) A timeshare plan or a timeshare association that is  
12 governed by chapter 20 of this title.

13 ~~(b)~~ (ii) A condominium that is governed by chapter 9 of this  
14 title.

15 ~~(c)~~ (iii) A real estate development that is not managed or  
16 maintained by an association.

17 Sec. 4. Section 33-1807, Arizona Revised Statutes, is amended to  
18 read:

19 33-1807. Common expense liens; priority; mechanics' and  
20 materialmen's liens; notice

21 A. The association has a COMMON EXPENSE lien on a ~~unit~~ PROPERTY for  
22 any assessment levied against that ~~unit~~ PROPERTY from the time the  
23 assessment becomes due. The association's COMMON EXPENSE lien ~~for~~  
24 ~~assessments, for charges for late payment of those assessments, for~~  
25 ~~reasonable collection fees and for reasonable attorney fees and costs~~  
26 ~~incurred with respect to those assessments~~ may be foreclosed in the same  
27 manner as a mortgage on real estate but may be foreclosed only if the  
28 owner has been AND REMAINS delinquent in the payment of ~~monies secured by~~  
29 ~~the lien, excluding reasonable collection fees, reasonable attorney fees~~  
30 ~~and charges for late payment of and costs incurred with respect to those~~  
31 assessments, for a period of one year or in the amount of \$1,200 or more,  
32 whichever occurs first, as determined on the date the action is  
33 filed. ~~Fees, charges, late charges, monetary penalties and interest~~  
34 ~~charged pursuant to section 33-1803, other than charges for late payment~~  
35 ~~of assessments are not enforceable as assessments under this section. THE~~  
36 ~~ASSOCIATION BOARD OF DIRECTORS SHALL EXERCISE REASONABLE EFFORTS TO~~  
37 ~~COMMUNICATE WITH THE MEMBER AND OFFER A REASONABLE PAYMENT PLAN BEFORE~~  
38 ~~FILING A FORECLOSURE ACTION.~~ If an assessment is payable in installments,  
39 the full amount of the assessment is a lien from the time the first  
40 installment of the assessment becomes due.

41 B. NOTWITHSTANDING ANY PROVISION IN THE COMMUNITY DOCUMENTS, MEMBER  
42 EXPENSES ARE NOT ENFORCEABLE AS COMMON EXPENSE LIENS UNDER THIS  
43 SUBSECTION. The association has a lien for ~~fees, charges, late charges,~~  
44 ~~other than charges for late payment of assessments, monetary penalties or~~  
45 ~~interest charged pursuant to section 33-1803~~ MEMBER EXPENSES after the

1 entry of a judgment in a civil suit for those ~~fees, charges, late charges,~~  
2 ~~monetary penalties or interest~~ MEMBER EXPENSES from a court of competent  
3 jurisdiction and the recording of that judgment in the office of the  
4 county recorder as otherwise provided by law. The association's JUDGMENT  
5 lien for ~~monies other than for assessments, for charges for late payment~~  
6 ~~of those assessments, for reasonable collection fees and for reasonable~~  
7 ~~attorney fees and costs incurred with respect to those assessments~~ MEMBER  
8 EXPENSES may not be foreclosed and is effective only on conveyance of any  
9 interest in the real property.

10 ~~B.~~ C. A COMMON EXPENSE lien ~~for assessments, for charges for late~~  
11 ~~payment of those assessments, for reasonable collection fees and for~~  
12 ~~reasonable attorney fees and costs incurred with respect to those~~  
13 ~~assessments~~ under this section is prior to all other liens, interests and  
14 encumbrances on a ~~unit~~ PROPERTY except:

15 1. Liens and encumbrances recorded before the recordation of the  
16 declaration.

17 2. A recorded first mortgage on the ~~unit~~ PROPERTY, a seller's  
18 interest in a first contract for sale pursuant to chapter 6, article 3 of  
19 this title on the ~~unit~~ PROPERTY recorded ~~prior to~~ BEFORE the lien arising  
20 pursuant to subsection A of this section or a recorded first deed of trust  
21 on the ~~unit~~ PROPERTY.

22 3. Liens for real estate taxes and other governmental assessments  
23 or charges against the ~~unit~~ PROPERTY.

24 ~~C.~~ D. Subsection ~~B~~ C of this section does not affect the priority  
25 of mechanics' or materialmen's liens ~~or the priority of liens for other~~  
26 ~~assessments made by the association.~~ The COMMON EXPENSE lien under this  
27 section is not subject to chapter 8 of this title.

28 ~~D.~~ E. Unless the declaration otherwise provides, if two or more  
29 associations have COMMON EXPENSE liens ~~for assessments~~ created at any time  
30 on the same real estate those liens have equal priority.

31 ~~E.~~ F. Recording ~~of~~ the declaration constitutes record notice and  
32 perfection of the COMMON EXPENSE lien ~~for assessments, for charges for~~  
33 ~~late payment of assessments, for reasonable collection fees and for~~  
34 ~~reasonable attorney fees and costs incurred with respect to those~~  
35 ~~assessments.~~ Further recordation of any claim of COMMON EXPENSE lien ~~for~~  
36 ~~assessments~~ under this section is not required.

37 ~~F.~~ G. A COMMON EXPENSE lien ~~for an unpaid assessment~~ is  
38 extinguished unless proceedings to enforce the lien are instituted within  
39 six years after the full amount of the assessment becomes due.

40 ~~G.~~ H. This section does not prohibit:

41 1. Actions to recover amounts for which subsection A OR B of this  
42 section creates a lien.

43 2. An association from taking a deed in lieu of foreclosure.

1        ~~H.~~ I. A judgment or decree in any action brought under this  
2 section ~~shall~~ MAY include costs and reasonable attorney fees for the  
3 prevailing party.

4        ~~I.~~ J. On written request, the association shall furnish to a  
5 lienholder, escrow agent, ~~unit owner~~ MEMBER or person designated by a ~~unit~~  
6 ~~owner~~ MEMBER a statement setting forth the amount of any unpaid ~~assessment~~  
7 LIENS PRESCRIBED BY SUBSECTION A OR B OF THIS SECTION against the ~~unit~~  
8 PROPERTY. The association shall furnish the statement within ten days  
9 after receipt of the request. ~~, and~~ The statement is binding on the  
10 association, ~~the board of directors and every unit owner~~ if the statement  
11 is requested by an escrow agency that is licensed pursuant to title 6,  
12 chapter 7. Failure to provide the statement to the escrow agent within  
13 the time provided for in this subsection extinguishes any lien for any  
14 unpaid assessment then due.

15        ~~J.~~ K. Notwithstanding any provision in the community documents or  
16 in any contract between the association and a management company OR ANY  
17 OTHER AGENT OF THE ASSOCIATION, INCLUDING ANY AGREEMENT OR CONTRACT WITH  
18 ANY ATTORNEY, unless the member directs otherwise, all payments received  
19 on a member's account shall be applied first to any unpaid assessments,  
20 DUE BUT NOT DELINQUENT ASSESSMENTS, unpaid charges for late payment of  
21 those assessments IF AUTHORIZED IN THE DECLARATION, unpaid reasonable  
22 collection fees AND COSTS INCURRED OR APPLIED BY THE ASSOCIATION, and  
23 unpaid attorney fees and costs incurred with respect to those assessments  
24 IF AWARDED BY A COURT, in that order, with any remaining amounts applied  
25 next to other unpaid fees, charges and monetary penalties or interest and  
26 late charges on any of those amounts.

27        ~~K.~~ L. For a delinquent account for unpaid ~~assessments or for~~  
28 ~~charges related to unpaid assessments~~ COMMON EXPENSE LIENS, the  
29 association shall provide the following written notice to the member at  
30 the member's address as provided to the association at least thirty days  
31 before authorizing an attorney, or a collection agency that is not acting  
32 as the association's managing agent, to begin collection activity on  
33 behalf of the association:

34            Your account is delinquent. If you do not bring your account  
35            current or make arrangements that are approved by the  
36            association to bring your account current within thirty days  
37            after the date of this notice, your account will be turned  
38            over for further collection proceedings. Such collection  
39            proceedings could include bringing a foreclosure action  
40            against your property.

41 The notice shall be in boldfaced type or all capital letters and shall  
42 include the contact information for the person that the member may contact  
43 to discuss payment. The notice shall be sent by certified mail, return  
44 receipt requested, and may be included within other correspondence sent to  
45 the member regarding the member's delinquent account.

1 ~~L. M. Beginning January 1, 2020,~~ Except for planned communities  
2 that have fewer than fifty lots and that do not contract with a third  
3 party to perform management services on behalf of the association, the  
4 association shall provide a statement of account in lieu of a periodic  
5 payment book to the member with the same frequency that assessments are  
6 provided for in the declaration. The statement of account shall include  
7 the current account balance due and the immediately preceding ledger  
8 history. If the association offers the statement of account by electronic  
9 means, a member may opt to receive the statement electronically. The  
10 association may stop providing any further statements of account to a  
11 member if collection activity begins by an attorney, or a collection  
12 agency that is not acting as the association's managing agent, regarding  
13 that member's unpaid account. After collection activity begins, a member  
14 may request statements of account by written request to the attorney or  
15 collection agency. Any request by a member for a statement of account  
16 after collection activity begins by an attorney or a collection agency  
17 that is not acting as the association's managing agent must be fulfilled  
18 by the attorney or the collection agency responsible for the collection.  
19 The statement of account provided by the attorney or collection agency  
20 responsible for the collection shall include all amounts claimed to be  
21 owing to resolve the delinquency through the date set forth in the  
22 statement, including attorney fees and costs, regardless of whether such  
23 amounts have been reduced to judgment.

24 ~~M. N.~~ N. An agent for the association may collect on behalf of the  
25 association directly from a member the assessments and other amounts owed  
26 by cash or check, by mailed or hand-delivered bank drafts, checks,  
27 cashier's checks or money orders, by credit, charge or debit card or by  
28 other electronic means. For any form of payment other than for cash or  
29 for mailed or hand-delivered bank drafts, checks, cashier's checks or  
30 money orders, the agent may charge a convenience fee to the member that is  
31 approximately the amount charged to the agent by a third-party service  
32 provider. **THE ASSOCIATION MAY NOT TRANSFER OWNERSHIP OR CONTROL OF DEBT**  
33 **FOR COMMON EXPENSE LIENS OR MEMBER EXPENSES.**

APPROVED BY THE GOVERNOR APRIL 10, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 10, 2024.



**ADDENDUM B: HB 2662**

House Engrossed

homeowners' associations; meeting agendas

State of Arizona  
House of Representatives  
Fifty-sixth Legislature  
Second Regular Session  
2024

**CHAPTER 180**  
**HOUSE BILL 2662**

AN ACT

AMENDING SECTIONS 33-1248 AND 33-1804, 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 33-1248, Arizona Revised Statutes, is amended to  
3 read:

4 33-1248. Open meetings; exceptions; notice; agenda; policy  
5 statement

6 A. Notwithstanding any provision in the declaration, bylaws or  
7 other documents to the contrary, all meetings of the unit owners'  
8 association and the board of directors, and any regularly scheduled  
9 committee meetings, are open to all members of the association or any  
10 person designated by a member in writing as the member's representative  
11 and all members or designated representatives so desiring shall be  
12 ~~permitted~~ ALLOWED to attend and speak at an appropriate time during the  
13 deliberations and proceedings. The board may place reasonable time  
14 restrictions on those persons speaking during the meeting but shall ~~permit~~  
15 ALLOW a member or a member's designated representative to speak once after  
16 the board has discussed a specific agenda item but before the board takes  
17 formal action on that item in addition to any other opportunities to  
18 speak. The board shall provide for a reasonable number of persons to  
19 speak on each side of an issue. Persons attending may audiotape or  
20 videotape those portions of the meetings of the board of directors and  
21 meetings of the members that are open. The board of directors of the  
22 association shall not require advance notice of the audiotaping or  
23 videotaping and may adopt reasonable rules governing the audiotaping or  
24 videotaping of open portions of the meetings of the board and the  
25 membership, but such rules shall not preclude such audiotaping or  
26 videotaping by those attending, unless the board audiotapes or videotapes  
27 the meeting and makes the unedited audiotapes or videotapes available to  
28 members on request without restrictions on ~~its~~ THEIR use as evidence in  
29 any dispute resolution process. Any portion of a meeting may be closed  
30 only if that portion of the meeting is limited to consideration of one or  
31 more of the following:

32 1. Legal advice from an attorney for the board or the association.  
33 On final resolution of any matter for which the board received legal  
34 advice or that concerned pending or contemplated litigation, the board may  
35 disclose information about that matter in an open meeting except for  
36 matters that are required to remain confidential by the terms of a  
37 settlement agreement or judgment.

38 2. Pending or contemplated litigation.

39 3. Personal, health or financial information about an individual  
40 member of the association, an individual employee of the association or an  
41 individual employee of a contractor for the association, including records  
42 of the association directly related to the personal, health or financial  
43 information about an individual member of the association, an individual

1 employee of the association or an individual employee of a contractor for  
2 the association.

3 4. Matters relating to the job performance of, compensation of,  
4 health records of or specific complaints against an individual employee of  
5 the association or an individual employee of a contractor of the  
6 association who works under the direction of the association.

7 5. Discussion of a unit owner's appeal of any violation cited or  
8 penalty imposed by the association except on request of the affected unit  
9 owner that the meeting be held in an open session.

10 B. Notwithstanding any provision in the condominium documents, all  
11 meetings of the unit owners' association and the board shall be held in  
12 this state. A meeting of the unit owners' association shall be held at  
13 least once each year. Special meetings of the unit owners' association  
14 may be called by the president, by a majority of the board of directors or  
15 by unit owners having at least twenty-five percent, or any lower  
16 percentage specified in the bylaws, of the votes in the association. Not  
17 fewer than ten ~~TOT~~ OR more than fifty days in advance of any meeting of  
18 the unit owners, the secretary shall cause notice to be hand delivered or  
19 sent prepaid by United States mail to the mailing address of each unit or  
20 to any other mailing address designated in writing by the unit owner. The  
21 notice of any meeting of the unit owners shall state the date, time and  
22 place of the meeting. The notice of any annual, regular or special  
23 meeting of the unit owners shall also state the purpose for which the  
24 meeting is called, including the general nature of any proposed amendment  
25 to the declaration or bylaws, any changes in assessments that require  
26 approval of the unit owners and any proposal to remove a director or  
27 officer. **THE SECRETARY SHALL ALSO PROVIDE AN AGENDA FOR ANY MEETING OF  
28 THE UNIT OWNERS' ASSOCIATION BY HAND DELIVERY, MAIL, WEBSITE POSTING,  
29 EMAIL OR OTHER ELECTRONIC MEANS OR POSTING AT A COMMUNITY CENTER OR OTHER  
30 SIMILAR LOCATION.** The failure of any unit owner to receive actual notice  
31 of a meeting of the unit owners **OR THE MEETING AGENDA** does not affect the  
32 validity of any action taken at that meeting.

33 C. Before entering into any closed portion of a meeting of the  
34 board of directors, or on notice of a meeting under subsection D of this  
35 section that will be closed, the board shall identify the paragraph under  
36 subsection A of this section that authorizes the board to close the  
37 meeting.

38 D. Notwithstanding any provision in the declaration, bylaws or  
39 other condominium documents, for meetings of the board of directors that  
40 are held after the termination of declarant control of the association,  
41 notice to unit owners of meetings of the board of directors **AND MEETING  
42 AGENDAS** shall be given at least forty-eight hours in advance of the  
43 meeting by newsletter, conspicuous posting or any other reasonable means  
44 as determined by the board of directors. An affidavit of notice by an

1 officer of the association is prima facie evidence that notice was given  
2 as prescribed by this section. Notice to unit owners of meetings of the  
3 board of directors is not required if emergency circumstances require  
4 action by the board before notice can be given. Any notice of a board  
5 meeting shall state the date, time and place of the meeting. The failure  
6 of any unit owner to receive actual notice of a meeting of the board of  
7 directors **OR A MEETING AGENDA** does not affect the validity of any action  
8 taken at that meeting.

9 E. Notwithstanding any provision in the declaration, bylaws or  
10 other condominium documents, for meetings of the board of directors that  
11 are held after the termination of declarant control of the association,  
12 all of the following apply:

13 1. The agenda shall be available ~~to~~ **IN ADVANCE FOR** all unit owners  
14 attending.

15 2. An emergency meeting of the board of directors may be called to  
16 discuss business or take action that cannot be delayed for the forty-eight  
17 hours required for notice. At any emergency meeting called by the board  
18 of directors, the board of directors may act only on emergency  
19 matters. The minutes of the emergency meeting shall state the reason  
20 necessitating the emergency meeting. The minutes of the emergency meeting  
21 shall be read and approved at the next regularly scheduled meeting of the  
22 board of directors.

23 3. A quorum of the board of directors may meet by means of a  
24 telephone conference if a speakerphone is available in the meeting room  
25 that allows board members and unit owners to hear all parties who are  
26 speaking during the meeting.

27 4. Any quorum of the board of directors that meets informally to  
28 discuss association business, including workshops, shall comply with the  
29 open meeting and notice provisions of this section without regard to  
30 whether the board votes or takes any action on any matter at that informal  
31 meeting.

32 F. It is the policy of this state as reflected in this section that  
33 all meetings of a condominium, whether meetings of the unit owners'  
34 association or meetings of the board of directors of the association, be  
35 conducted openly and that notices and agendas be provided **IN ADVANCE** for  
36 those meetings that contain the information that is reasonably necessary  
37 to inform the unit owners of the matters to be discussed or decided and to  
38 ensure that unit owners have the ability to speak after discussion of  
39 agenda items, but before a vote of the board of directors or members is  
40 taken. Toward this end, any person or entity that is charged with the  
41 interpretation of these provisions, including members of the board ~~or~~ **OF**  
42 directors and any community manager, shall take into account this  
43 declaration of policy and shall construe any provision of this section in  
44 favor of open meetings.

1 G. This section does not apply to timeshare plans or associations  
2 that are subject to chapter 20 of this title.

3 Sec. 2. Section 33-1804, Arizona Revised Statutes, is amended to  
4 read:

5 33-1804. Open meetings; exceptions; notice; agenda; policy  
6 statement

7 A. Notwithstanding any provision in the declaration, bylaws or  
8 other documents to the contrary, all meetings of the members' association  
9 and the board of directors, and any regularly scheduled committee  
10 meetings, are open to all members of the association or any person  
11 designated by a member in writing as the member's representative and all  
12 members or designated representatives so desiring shall be ~~permitted~~  
13 ~~ALLOWED~~ to attend and speak at an appropriate time during the  
14 deliberations and proceedings. The board may place reasonable time  
15 restrictions on those persons speaking during the meeting but shall ~~permit~~  
16 ~~ALLOW~~ a member or member's designated representative to speak once after  
17 the board has discussed a specific agenda item but before the board takes  
18 formal action on that item in addition to any other opportunities to  
19 speak. The board shall provide for a reasonable number of persons to  
20 speak on each side of an issue. Persons attending may audiotape or  
21 videotape those portions of the meetings of the board of directors and  
22 meetings of the members that are open. The board of directors of the  
23 association shall not require advance notice of the audiotaping or  
24 videotaping and may adopt reasonable rules governing the audiotaping and  
25 videotaping of open portions of the meetings of the board and the  
26 membership, but such rules shall not preclude such audiotaping or  
27 videotaping by those attending, unless the board audiotapes or videotapes  
28 the meeting and makes the unedited audiotapes or videotapes available to  
29 members on request without restrictions on ~~its~~ ~~THEIR~~ use as evidence in  
30 any dispute resolution process. Any portion of a meeting may be closed  
31 only if that closed portion of the meeting is limited to consideration of  
32 one or more of the following:

33 1. Legal advice from an attorney for the board or the association.  
34 On final resolution of any matter for which the board received legal  
35 advice or that concerned pending or contemplated litigation, the board may  
36 disclose information about that matter in an open meeting except for  
37 matters that are required to remain confidential by the terms of a  
38 settlement agreement or judgment.

39 2. Pending or contemplated litigation.

40 3. Personal, health or financial information about an individual  
41 member of the association, an individual employee of the association or an  
42 individual employee of a contractor for the association, including records  
43 of the association directly related to the personal, health or financial  
44 information about an individual member of the association, an individual

1 employee of the association or an individual employee of a contractor for  
2 the association.

3 4. Matters relating to the job performance of, compensation of,  
4 health records of or specific complaints against an individual employee of  
5 the association or an individual employee of a contractor of the  
6 association who works under the direction of the association.

7 5. Discussion of a member's appeal of any violation cited or  
8 penalty imposed by the association except on request of the affected  
9 member that the meeting be held in an open session.

10 B. Notwithstanding any provision in the community documents, all  
11 meetings of the members' association and the board shall be held in this  
12 state. A meeting of the members' association shall be held at least once  
13 each year. Special meetings of the members' association may be called by  
14 the president, by a majority of the board of directors or by members  
15 having at least twenty-five percent, or any lower percentage specified in  
16 the bylaws, of the votes in the association. Not fewer than ten ~~not~~ OR  
17 more than fifty days in advance of any meeting of the members the  
18 secretary shall cause notice to be ~~hand-delivered~~ HAND DELIVERED or sent  
19 prepaid by United States mail to the mailing address for each lot, parcel  
20 or unit owner or to any other mailing address designated in writing by a  
21 member. The notice shall state the date, time and place of the  
22 meeting. A notice of any annual, regular or special meeting of the  
23 members shall also state the purpose for which the meeting is called,  
24 including the general nature of any proposed amendment to the declaration  
25 or bylaws, changes in assessments that require approval of the members and  
26 any proposal to remove a director or an officer. THE SECRETARY SHALL ALSO  
27 PROVIDE AN AGENDA FOR ANY MEETING OF THE MEMBERS' ASSOCIATION BY HAND  
28 DELIVERY, MAIL, WEBSITE POSTING, EMAIL OR OTHER ELECTRONIC MEANS OR  
29 POSTING AT A COMMUNITY CENTER OR OTHER SIMILAR LOCATION. The failure of  
30 any member to receive actual notice of a meeting of the members OR THE  
31 MEETING AGENDA does not affect the validity of any action taken at that  
32 meeting.

33 C. Before entering into any closed portion of a meeting of the  
34 board of directors, or on notice of a meeting under subsection D of this  
35 section that will be closed, the board shall identify the paragraph under  
36 subsection A of this section that authorizes the board to close the  
37 meeting.

38 D. Notwithstanding any provision in the declaration, bylaws or  
39 other community documents, for meetings of the board of directors that are  
40 held after the termination of declarant control of the association, notice  
41 to members of meetings of the board of directors AND MEETING AGENDAS shall  
42 be given at least forty-eight hours in advance of the meeting by  
43 newsletter, conspicuous posting or any other reasonable means as  
44 determined by the board of directors. An affidavit of notice by an

1 officer of the corporation is prima facie evidence that notice was given  
2 as prescribed by this section. Notice to members of meetings of the board  
3 of directors is not required if emergency circumstances require action by  
4 the board before notice can be given. Any notice of a board meeting shall  
5 state the date, time and place of the meeting. The failure of any member  
6 to receive actual notice of a meeting of the board of directors OR A  
7 MEETING AGENDA does not affect the validity of any action taken at that  
8 meeting.

9 E. Notwithstanding any provision in the declaration, bylaws or  
10 other community documents, for meetings of the board of directors that are  
11 held after the termination of declarant control of the association, all of  
12 the following apply:

13 1. The agenda shall be available ~~to~~ IN ADVANCE FOR all members  
14 attending.

15 2. An emergency meeting of the board of directors may be called to  
16 discuss business or take action that cannot be delayed for the forty-eight  
17 hours required for notice. At any emergency meeting called by the board  
18 of directors, the board of directors may act only on emergency  
19 matters. The minutes of the emergency meeting shall state the reason  
20 necessitating the emergency meeting. The minutes of the emergency meeting  
21 shall be read and approved at the next regularly scheduled meeting of the  
22 board of directors.

23 3. A quorum of the board of directors may meet by means of a  
24 telephone conference if a speakerphone is available in the meeting room  
25 that allows board members and association members to hear all parties who  
26 are speaking during the meeting.

27 4. Any quorum of the board of directors that meets informally to  
28 discuss association business, including workshops, shall comply with the  
29 open meeting and notice provisions of this section without regard to  
30 whether the board votes or takes any action on any matter at that informal  
31 meeting.

32 F. It is the policy of this state as reflected in this section that  
33 all meetings of a planned community, whether meetings of the members'  
34 association or meetings of the board of directors of the association, be  
35 conducted openly and that notices and agendas be provided IN ADVANCE for  
36 those meetings that contain the information that is reasonably necessary  
37 to inform the members of the matters to be discussed or decided and to  
38 ensure that members have the ability to speak after discussion of agenda  
39 items, but before a vote of the board of directors or members is  
40 taken. Toward this end, any person or entity that is charged with the  
41 interpretation of these provisions, including members of the board of  
42 directors and any community manager, shall take into account this  
43 declaration of policy and shall construe any provision of this section in  
44 favor of open meetings.



APPROVED BY THE GOVERNOR APRIL 30, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 30, 2024.

## **ADDENDUM C: HB 2698**

House Engrossed

~~planned communities; declarant control~~  
(now: declarant control; planned communities)

State of Arizona  
House of Representatives  
Fifty-sixth Legislature  
Second Regular Session  
2024

# HOUSE BILL 2698

AN ACT

AMENDING TITLE 33, CHAPTER 16, ARTICLE 1, ARIZONA REVISED STATUTES, BY  
ADDING SECTION 33-1820; RELATING TO PLANNED COMMUNITIES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Title 33, chapter 16, article 1, Arizona Revised  
3 Statutes, is amended by adding section 33-1820, to read:

4 33-1820. Declarant control

5 NOTWITHSTANDING ANY PROVISION IN THE COMMUNITY DOCUMENTS:

6 1. EACH DECLARATION THAT PROVIDES FOR A PERIOD OF DECLARANT CONTROL  
7 OF THE ASSOCIATION SHALL ALSO PROVIDE FOR A DATE OF OR METHOD FOR  
8 CALCULATING THE DATE OF THE TERMINATION OF DECLARANT CONTROL.

9 2. FOR EVERY PLANNED COMMUNITY, WITHOUT REGARD TO WHETHER THE  
10 COMMUNITY DOCUMENTS PROVIDE FOR THE TERMINATION OF DECLARANT CONTROL,  
11 DECLARANT CONTROL TERMINATES NOT LATER THAN THE DATE ON WHICH THE SECOND  
12 TO LAST LOT IN THE PLANNED COMMUNITY IS CONVEYED TO A BUYER.

13 3. AFTER TERMINATION OF THE PERIOD OF DECLARANT CONTROL AND WHILE  
14 THE DECLARANT OWNS ONE OR MORE LOTS IN THE PLANNED COMMUNITY, THE  
15 ASSOCIATION SHALL:

16 (a) PROVIDE AT LEAST THE SAME LEVEL MAINTENANCE OF COMMON AREAS  
17 THAT THE DECLARANT PROVIDED.

18 (b) NOT IMPEDE THE DECLARANT'S ABILITY TO DEVELOP, CONSTRUCT AND  
19 SELL ITS LOTS AND NOT IMPEDE ACCESS TO AND USE OF COMMON AREAS BY THE  
20 DECLARANT IN THE SAME MANNER AS OTHER MEMBERS.

**ADDENDUM D: HB 2119**

Senate Engrossed House Bill

~~homeowner's associations; fees; related parties~~  
~~(now: real property)~~

(now: homeowner's associations; fees)

State of Arizona  
House of Representatives  
Fifty-sixth Legislature  
Second Regular Session  
2024

## CHAPTER 131

# HOUSE BILL 2119

AN ACT

AMENDING SECTION 33-442, 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 33-442, Arizona Revised Statutes, is amended to  
3 read:

4 33-442. Prohibition on transfer fees; exceptions; definitions

5 A. A provision in a declaration, a covenant or any other document  
6 relating to real property in this state is not binding or enforceable  
7 against the real property or against any subsequent owner, purchaser,  
8 lienholder or other claimant on the property if it purports to do both of  
9 the following:

10 1. Bind successors in title to the specified real property.

11 2. Obligate the transferee or transferor of all or part of the  
12 property to pay a fee or other charge to a declarant or a third person on  
13 transfer of an interest in the property or in consideration for permitting  
14 such a transfer. Regularly scheduled fees or charges shall not be  
15 considered payable on transfer of an interest if the fees or charges will  
16 be payable by the owner of the property regardless of whether or not the  
17 property is transferred, even if the obligation to pay does not commence  
18 until the trustee, declarant, builder or developer first conveys the  
19 property to a retail purchaser.

20 B. A transfer fee provision prescribed by subsection A of this  
21 section is unenforceable whether or not recorded and does not create a  
22 lien right and any lien purportedly arising out of an unenforceable  
23 provision prescribed by subsection A of this section is invalid and  
24 unenforceable.

25 C. This section does not apply to any of the following:

26 1. Any provision of a purchase contract, option, mortgage, security  
27 agreement, real property listing agreement or other agreement that  
28 obligates one party to the agreement to pay the other party as full or  
29 partial consideration for the agreement or for a waiver of rights under  
30 the agreement if the amount to be paid is:

31 (a) A loan assumption fee or similar fee charged by a lender that  
32 holds a lien on the property.

33 (b) A fee or commission paid to a licensed real estate broker for  
34 brokerage services rendered in connection with the transfer of the  
35 property for which the fee or commission is paid.

36 2. Any provision in a deed, memorandum or other document recorded  
37 for the purpose of providing record notice of an agreement prescribed in  
38 paragraph 1, subdivision (a) of this subsection.

39 3. Any provision of a document that requires payment of a fee or  
40 charge to an association to be used exclusively for the purpose authorized  
41 in the document if both of the following apply:

42 (a) The fee being charged touches and concerns the land.

1 (b) No portion of the charge or fee is required to be passed  
2 through to a third party or declarant designated or identifiable by  
3 description in the document or in another document that is referenced in  
4 the document unless the third party is authorized in the document to  
5 manage real property within the association or was part of an approved  
6 development plan.

7 4. Any rent, reimbursement, charge, fee or other amount payable by  
8 a lessee to a lessor under a lease, including any fee payable to the  
9 lessor for consenting to an assignment, sublease, encumbrance or transfer  
10 of the lease.

11 5. Any consideration payable to the holder of an option to purchase  
12 an interest in the real property or to the holder of a right of first  
13 refusal or first offer to purchase an interest in real property and paid  
14 for waiving, releasing or not exercising the option or right on transfer  
15 of the property to another person.

16 6. Any fee, charge, assessment, dues, contribution or other amount  
17 relating to the purchase or transfer of a club membership related to the  
18 real property owner by the transferor.

19 7. Any fee or charge that is imposed by a document and that is  
20 payable to a nonprofit corporation for the sole purpose of supporting  
21 recreational activities within the association.

22 8. Any fee, tax, assessment or other charge imposed by a  
23 governmental authority pursuant to applicable laws, ordinances or  
24 regulations.

25 9. Any consideration payable by the transferee to the transferor  
26 for the interest in real property being transferred including any  
27 subsequent additional consideration for the property payable by the  
28 transferee based on any subsequent appreciation, development or sale of  
29 the property.

30 D. Notwithstanding any provision in the document or purported lien,  
31 a transfer fee covenant or other document prescribed by subsection A of  
32 this section or a lien purporting to secure payment under a transfer fee  
33 covenant or document prescribed by subsection A of this section that is  
34 executed after July 29, 2010 is not binding or enforceable. This section  
35 shall not be construed to imply that a transfer fee covenant or other  
36 document prescribed by subsection A of this section that is executed  
37 before July 29, 2010 is enforceable or valid.

38 E. AN ASSOCIATION SHALL NOT CHARGE A FEE AUTHORIZED UNDER  
39 SUBSECTION C OF THIS SECTION FOR ANY CONVEYANCE BETWEEN PARTIES PRESCRIBED  
40 BY SECTION 11-1134, SUBSECTION B, PARAGRAPHS 3 OR 7, EXCEPT FOR SERVICE  
41 FEES FOR THE ADMINISTRATION OF ASSOCIATION RECORDS AUTHORIZED IN A  
42 MANAGING AGENT CONTRACT WITH THE ASSOCIATION.



1           ~~E.~~ F. For the purposes of this section:

2           1. "Association" means a nonprofit organization that is qualified  
3 under section 501(c)(3) or section 501(c)(4) of the United States internal  
4 revenue code or a nonprofit mandatory membership organization that is  
5 created pursuant to a declaration, covenant or other applicable law and  
6 that is composed of the owners of homes, condominiums, cooperatives or  
7 manufactured homes or any other interest in real property.

8           2. "Transfer" means the sale, gift, conveyance, assignment,  
9 inheritance or other transfer of an interest in real property located in  
10 this state.

APPROVED BY THE GOVERNOR APRIL 10, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 10, 2024.

**ADDENDUM E: SB 1016**

Senate Engrossed

homeowners' associations; flagpoles

State of Arizona  
Senate  
Fifty-sixth Legislature  
Second Regular Session  
2024

# SENATE BILL 1016

AN ACT

AMENDING SECTION 33-1808, ARIZONA REVISED STATUTES; RELATING TO 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 33-1808, Arizona Revised Statutes, is amended to  
3 read:

4 33-1808. Flag display; political signs; caution signs; for  
5 sale, rent or lease signs; political and community  
6 activities; definitions

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

10 1. The American flag or an official or replica of a flag of the  
11 uniformed services of the United States by an association member on that  
12 member's property if the American flag or a uniformed services flag is  
13 displayed in a manner consistent with the federal flag code (P.L. 94-344;  
14 90 Stat. 810; 4 United States Code sections 4 through 10).

15 2. The POW/MIA flag.

16 3. The Arizona state flag.

17 4. An Arizona Indian nations flag.

18 5. The Gadsden flag.

19 6. A first responder flag. A first responder flag may incorporate  
20 the design of one or two other first responder flags to form a combined  
21 flag.

22 7. A blue star service flag or a gold star service flag.

23 8. Any historic version of the American flag, including the Betsy  
24 Ross flag, without regard to how the stars and stripes are arranged on the  
25 flag.

26 B. The association shall adopt reasonable rules and regulations  
27 regarding the placement and manner of display of the flags prescribed by  
28 subsection A of this section. The association rules:

29 1. May regulate the location and size of flagpoles. ~~;~~

30 2. MAY LIMIT THE MEMBER TO TWO WALL MOUNTED FLAGPOLE HOLDERS.

31 3. May limit the member to displaying not more than two flags at  
32 once. ~~and~~

33 4. May limit the height of the flagpole to not more than the height  
34 of the rooftop of the member's home. ~~but~~

35 5. Shall not prohibit installing a flagpole in the front yard or  
36 backyard of the member's property.

37 C. Notwithstanding any provision in the community documents, an  
38 association shall not prohibit the indoor or outdoor display of a  
39 political sign by an association member on that member's property, except  
40 that an association may prohibit the display of political signs as  
41 follows:

42 1. Earlier than seventy-one days before the day of a primary  
43 election.

44 2. Later than fifteen days after the day of the general election.

1           3. For a sign for a candidate in a primary election who does not  
2 advance to the general election, later than fifteen days after the primary  
3 election.

4           D. An association may regulate the size and number of political  
5 signs that may be placed on a member's property if the association's  
6 regulation is not more restrictive than any applicable city, town or  
7 county ordinance that regulates the size and number of political signs on  
8 residential property. If the city, town or county in which the property  
9 is located does not regulate the size and number of political signs on  
10 residential property, the association shall not limit the number of  
11 political signs, except that the maximum aggregate total dimensions of all  
12 political signs on a member's property shall not exceed nine square feet.

13           E. Notwithstanding any provision in the community documents, an  
14 association shall not prohibit using cautionary signs regarding children  
15 if the signs are used and displayed as follows:

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

17           2. The signs are removed within one hour of children ceasing to  
18 play.

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

21           4. The temporary signs are not taller than three feet in height.

22           5. The signs are professionally manufactured or produced.

23           F. Notwithstanding any provision in the community documents, an  
24 association shall not prohibit children who reside in the planned  
25 community from engaging in recreational activity on residential roadways  
26 that are under the jurisdiction of the association and on which the posted  
27 speed limit is twenty-five miles per hour or less.

28           G. Notwithstanding any provision in the community documents, an  
29 association shall not prohibit or charge a fee for the use of, the  
30 placement of or the indoor or outdoor display of a for sale, for rent or  
31 for lease sign and a sign rider by an association member on that member's  
32 property in any combination, including a sign that indicates the member is  
33 offering the property for sale by owner. The size of a sign offering a  
34 property for sale, for rent or for lease shall be in conformance with the  
35 industry standard size sign, which shall not exceed eighteen by  
36 twenty-four inches, and the industry standard size sign rider, which shall  
37 not exceed six by twenty-four inches. This subsection applies only to a  
38 commercially produced sign, and an association may prohibit using signs  
39 that are not commercially produced. With respect to real estate for sale,  
40 for rent or for lease in the planned community, an association shall not  
41 prohibit in any way other than as is specifically authorized by this  
42 section or otherwise regulate any of the following:

43           1. Temporary open house signs or a member's for sale sign. The  
44 association shall not require the use of particular signs indicating an  
45 open house or real property for sale and may not further regulate the use

1 of temporary open house or for sale signs that are industry standard size  
2 and that are owned or used by the seller or the seller's agent.

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

8 3. An owner's or an owner's agent's for rent or for lease sign  
9 unless an association's documents prohibit or restrict leasing of a  
10 member's property. An association shall not further regulate a for rent  
11 or for lease sign or require the use of a particular for rent or for lease  
12 sign other than the for rent or for lease sign shall not be any larger  
13 than the industry standard size sign of eighteen by twenty-four inches on  
14 or in the member's property. If rental or leasing of a member's property  
15 is not prohibited or restricted, the association may prohibit an open  
16 house for rental or leasing being held before 8:00 a.m. or after 6:00 p.m.

17 H. Notwithstanding any provision in the community documents, an  
18 association shall not prohibit door-to-door political activity, including  
19 solicitations of support or opposition regarding candidates or ballot  
20 issues, and shall not prohibit circulating political petitions, including  
21 candidate nomination petitions or petitions in support of or opposition to  
22 an initiative, referendum or recall or other political issue on property  
23 normally open to visitors within the association, except that an  
24 association may do the following:

25 1. Restrict or prohibit the door-to-door political activity from  
26 sunset to sunrise.

27 2. Require the prominent display of an identification tag for each  
28 person engaged in the activity, along with the prominent identification of  
29 the candidate or ballot issue that is the subject of the support or  
30 opposition.

31 3. Prohibit a person who is not accompanied by a member or resident  
32 of the planned community from entering the planned community if the  
33 planned community restricts vehicular or pedestrian access.

34 I. A planned community shall not make any regulations regarding the  
35 number of candidates supported, the number of public officers supported or  
36 opposed in a recall or the number of propositions supported or opposed on  
37 a political sign.

38 J. A planned community shall not require political signs to be  
39 commercially produced or professionally manufactured or prohibit the  
40 utilization of both sides of a political sign.

41 K. Notwithstanding any provision in the community documents, an  
42 association may not prohibit or unreasonably restrict the indoor or  
43 outdoor display of an association-specific political sign by a member by  
44 placement of a sign on that member's property. An association may adopt  
45 reasonable rules regarding the placement, location and manner of display

1 of association-specific political signs, except an association shall not  
2 do any of the following:

3 1. Prohibit the display of association-specific political signs  
4 between the date that the association provides written or absentee ballots  
5 to members and three days after the planned community election.

6 2. Limit the number of association-specific political signs, except  
7 that the association may limit the aggregate total dimensions of all  
8 association-specific political signs on a member's property to not more  
9 than nine square feet.

10 3. Require association-specific political signs to be commercially  
11 produced or professionally manufactured or prohibit using both sides of  
12 the sign.

13 4. Regulate the number of candidates supported or opposed, the  
14 number of board members supported or opposed in a recall or the number of  
15 ballot measures supported or opposed on an association-specific political  
16 sign.

17 5. Make any other regulations regarding the content of an  
18 association-specific political sign except that the association may  
19 prohibit using profanity and discriminatory text, images or content based  
20 on race, color, religion, sex, familial status or national origin as  
21 prescribed by federal or state fair housing laws.

22 L. Notwithstanding any provision in the community documents, an  
23 association may not prohibit or unreasonably restrict a member's ability  
24 to peacefully assemble and use common areas of the planned community if  
25 done in compliance with reasonable restrictions for the use of that  
26 property adopted by the board of directors. An individual member or group  
27 of members may assemble to discuss matters related to the planned  
28 community, including board elections or recalls, potential or actual  
29 ballot issues or revisions to the community documents, property  
30 maintenance or safety issues or any other planned community matters. A  
31 member may invite one political candidate or one non-member guest to speak  
32 to an assembly of members about matters related to the community. The  
33 association shall not prohibit a member from posting notices regarding  
34 those assemblies of members on bulletin boards located on the common areas  
35 or within common area facilities. An assembly of members prescribed by  
36 this subsection does not constitute an official members' meeting unless  
37 the meeting is noticed and convened as prescribed in the community  
38 documents and this chapter.

39 M. An association or managing agent that violates subsection G of  
40 this section forfeits and extinguishes the lien rights authorized under  
41 section 33-1807 against that member's property for a period of six  
42 consecutive months after the date of the violation.

43 N. For the purposes of this section:

44 1. "Association-specific political sign" means a sign that supports  
45 or opposes a candidate for the board of directors, the recall of a board

1 member or a planned community ballot measure that requires a vote of the  
2 association members.

3 2. "Betsy Ross flag" means ~~an~~ A historic flag of the United States  
4 that consists of thirteen stripes alternating between red and white  
5 stripes and thirteen five-pointed white stars arranged in a circle against  
6 a blue background.

7 3. "First responder flag" means a flag that recognizes and honors  
8 the services of any of the following:

9 (a) Law enforcement and that is limited to the colors blue, black  
10 and white, the words "law enforcement", "police", "officers", "first  
11 responder", "honor our", "support our" and "department" and the symbol of  
12 a generic police shield in a crest or star shape.

13 (b) Fire departments and that is limited to the colors red, gold,  
14 black and white, the words "fire", "fighters", "F", "D", "FD", "first  
15 responder", "department", "honor our" and "support our" and the symbol of  
16 a generic Maltese Cross.

17 (c) Paramedics or emergency medical technicians and that is limited  
18 to the colors blue, black and white, the words "first responder",  
19 "paramedic", "emergency medical", "service", "technician", "honor our" and  
20 "support our" and the symbol of a generic star of life.

21 4. "Political sign" means a sign that attempts to influence the  
22 outcome of an election, including supporting or opposing the recall of a  
23 public officer or supporting or opposing the circulation of a petition for  
24 a ballot measure, question or proposition or the recall of a public  
25 officer.



## **ADDENDUM F: HB 2141**

12

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[www.shawlines.com](http://www.shawlines.com)

[ashaw@shawlines.com](mailto:ashaw@shawlines.com)

480-456-1500

House Engrossed

condominiums; interior improvements; approvals

State of Arizona  
House of Representatives  
Fifty-sixth Legislature  
Second Regular Session  
2024

## CHAPTER 27

# HOUSE BILL 2141

AN ACT

AMENDING SECTION 33-1221, ARIZONA REVISED STATUTES; RELATING TO  
CONDOMINIUMS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Section 33-1221, Arizona Revised Statutes, is amended to  
3 read:

4 33-1221. Alterations of units; consent

5 A. Subject to the provisions of the declaration and other  
6 provisions of law, a unit owner:

7 1. May make any improvements or alterations to ~~his~~ THE UNIT OWNER'S  
8 unit that do not impair the structural integrity or mechanical systems or  
9 lessen the support of any portion of the condominium.

10 2. Shall not change the appearance of the common elements, or the  
11 exterior appearance of a unit or any other portion of the condominium,  
12 without written permission of the association.

13 3. After acquiring an adjoining unit or, if the declaration  
14 expressly ~~permits~~ **ALLOWS**, an adjoining part of an adjoining unit, may  
15 remove or alter any intervening partition or create apertures in  
16 intervening partitions, even if the partition in whole or in part is a  
17 common element, if those acts do not impair the structural integrity or  
18 mechanical systems or lessen the support of any portion of the  
19 condominium. Removal of partitions or creation of apertures under this  
20 paragraph is not an alteration of boundaries.

21 B. **IN ADDITION TO ALLOWED MODIFICATIONS AS PRESCRIBED BY SUBSECTION**  
22 **A OF THIS SECTION AND NOTWITHSTANDING THE CONDOMINIUM DOCUMENTS, THE**  
23 **ASSOCIATION SHALL NOT PROHIBIT A UNIT OWNER FROM IMPROVING OR ALTERING THE**  
24 **INTERIOR OF THE UNIT IN A MANNER THAT MAY DISTURB ADJACENT UNIT OCCUPANTS**  
25 **IF THE UNIT OWNER PURCHASES AND INSTALLS AT THE UNIT OWNER'S OWN EXPENSE**  
26 **ANY REASONABLY NECESSARY IMPROVED MATERIALS, ACCESSORIES OR OTHER**  
27 **ADJUSTMENTS THAT ELIMINATE OR MINIMIZE THE POTENTIAL DISTURBANCE. THE**  
28 **ASSOCIATION SHALL NOT PROHIBIT A UNIT OWNER FROM USING ANY MANNER OF**  
29 **DECORATION ON THE INTERIOR OF THE UNIT.**

APPROVED BY THE GOVERNOR MARCH 29, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 29, 2024.

## **ADDENDUM G: SB 1432**

Senate Engrossed

unlawful restrictive covenants; uniform act..

State of Arizona  
Senate  
Fifty-sixth Legislature  
Second Regular Session  
2024

**CHAPTER 58**  
**SENATE BILL 1432**

AN ACT

AMENDING TITLE 33, CHAPTER 4, ARIZONA REVISED STATUTES, BY ADDING ARTICLE 7; RELATING TO CONVEYANCES AND DEEDS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Title 33, chapter 4, Arizona Revised Statutes, is  
3 amended by adding article 7, to read:

4 ARTICLE 7. UNIFORM UNLAWFUL RESTRICTIONS IN LAND RECORDS ACT

5 33-531. Short title

6 THIS ARTICLE MAY BE CITED AS THE UNIFORM UNLAWFUL RESTRICTIONS IN  
7 LAND RECORDS ACT.

8 33-532. Definitions

9 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

10 1. "AMENDMENT" MEANS A DOCUMENT THAT REMOVES AN UNLAWFUL  
11 RESTRICTION.

12 2. "DOCUMENT" MEANS A RECORD RECORDED OR ELIGIBLE TO BE RECORDED IN  
13 LAND RECORDS.

14 3. "GOVERNING INSTRUMENT" MEANS A DECLARATION OF A CONDOMINIUM AS  
15 PRESCRIBED IN CHAPTER 9 OF THIS TITLE OR OF A PLANNED COMMUNITY AS  
16 PRESCRIBED IN CHAPTER 16 OF THIS TITLE OR ANY DOCUMENT RECORDED IN LAND  
17 RECORDS THAT DOES ANY OF THE FOLLOWING:

18 (a) ESTABLISHES A GOVERNING BODY OF AN ASSOCIATION OF OWNERS THAT  
19 IS IDENTIFIED IN A DOCUMENT AND THAT IS RESPONSIBLE FOR MANAGING COMMON  
20 AREAS OR FACILITIES USED BY MORE THAN ONE OWNER OF A PROPERTY INTEREST  
21 AFFECTED BY THE DOCUMENT.

22 (b) REQUIRES CONTRIBUTION OF ASSESSMENTS OR DUES FROM OWNERS OF  
23 PROPERTY THAT IS ENFORCEABLE BY A LIEN ON A SEPARATE PROPERTY INTEREST FOR  
24 EXPENSES INCURRED BY A GOVERNING BODY OF AN ASSOCIATION OF OWNERS IN THE  
25 PERFORMANCE OF OBLIGATIONS ESTABLISHED FOR THE COMMON BENEFIT OF THE  
26 OWNERS OF THE REAL PROPERTY DESCRIBED IN THE DOCUMENT.

27 (c) ESTABLISHES PROHIBITIONS, RESTRICTIONS, COVENANTS OR CONDITIONS  
28 ON THE TRANSFER, USE OR OCCUPANCY OF THE REAL PROPERTY DESCRIBED IN THE  
29 DOCUMENT THAT ARE TO BE ENFORCED BY A GOVERNING BODY OF AN ASSOCIATION OF  
30 OWNERS IDENTIFIED IN A DOCUMENT.

31 4. "INDEX" MEANS A SYSTEM THAT ENABLES A SEARCH FOR A DOCUMENT IN  
32 LAND RECORDS.

33 5. "LAND RECORDS" MEANS DOCUMENTS AND INDEXES MAINTAINED BY A  
34 RECORDER.

35 6. "OWNER" MEANS A PERSON THAT HAS A FEE INTEREST IN REAL PROPERTY.

36 7. "PERSON" MEANS AN INDIVIDUAL, ESTATE, BUSINESS OR NONPROFIT  
37 ENTITY, GOVERNMENT OR GOVERNMENTAL SUBDIVISION, AGENCY, INSTRUMENTALITY OR  
38 OTHER LEGAL ENTITY.

39 8. "RECORD", USED AS A NOUN, MEANS INFORMATION THAT IS EITHER OF  
40 THE FOLLOWING:

41 (a) INSCRIBED ON A TANGIBLE MEDIUM.

42 (b) STORED IN AN ELECTRONIC OR OTHER MEDIUM AND RETRIEVABLE IN  
43 PERCEIVABLE FORM.

44 9. "RECORDER" MEANS THE COUNTY RECORDER.

1           10. "REMOVE" MEANS ELIMINATE ANY APPARENT OR PURPORTEDLY CONTINUING  
2 EFFECT ON TITLE TO REAL PROPERTY.

3           11. "UNLAWFUL RESTRICTION" MEANS A PROHIBITION, RESTRICTION,  
4 COVENANT OR CONDITION IN A DOCUMENT THAT INTERFERES WITH OR RESTRICTS THE  
5 TRANSFER, USE OR OCCUPANCY OF REAL PROPERTY ON THE BASIS OF RACE, COLOR,  
6 RELIGION, NATIONAL ORIGIN, SEX, FAMILIAL STATUS OR DISABILITY IN VIOLATION  
7 OF STATE OR FEDERAL LAW.

8           33-533. Amendment by owner

9           EXCEPT WITH RESPECT TO PROPERTY TO WHICH SECTION 33-534 APPLIES, AN  
10 OWNER OF REAL PROPERTY SUBJECT TO AN UNLAWFUL RESTRICTION MAY SUBMIT TO  
11 THE RECORDER FOR RECORDATION IN THE LAND RECORDS OF THE COUNTY IN WHICH  
12 THE PROPERTY IS LOCATED AN AMENDMENT TO REMOVE THE UNLAWFUL RESTRICTION,  
13 BUT ONLY AS TO THE OWNER'S PROPERTY.

14           33-534. Amendment by association of owners

15           A. THE GOVERNING BODY OF AN ASSOCIATION OF OWNERS IDENTIFIED IN A  
16 GOVERNING INSTRUMENT, INCLUDING THE BOARD OF DIRECTORS OF A CONDOMINIUM AS  
17 PRESCRIBED IN CHAPTER 9 OF THIS TITLE OR A PLANNED COMMUNITY AS PRESCRIBED  
18 IN CHAPTER 16 OF THIS TITLE, WITHOUT A VOTE OF THE MEMBERS OF THE  
19 ASSOCIATION, MAY AMEND THE GOVERNING INSTRUMENT TO REMOVE AN UNLAWFUL  
20 RESTRICTION.

21           B. A MEMBER OF AN ASSOCIATION OF OWNERS MAY REQUEST IN A RECORD  
22 THAT SUFFICIENTLY IDENTIFIES AN UNLAWFUL RESTRICTION IN THE GOVERNING  
23 INSTRUMENT THAT THE GOVERNING BODY EXERCISE ITS AUTHORITY UNDER SUBSECTION  
24 A OF THIS SECTION. NOT LATER THAN NINETY DAYS AFTER THE GOVERNING BODY  
25 RECEIVES THE REQUEST, THE GOVERNING BODY SHALL DETERMINE, REASONABLY AND  
26 IN GOOD FAITH, WHETHER THE GOVERNING INSTRUMENT INCLUDES THE UNLAWFUL  
27 RESTRICTION. IF THE GOVERNING BODY DETERMINES THE GOVERNING INSTRUMENT  
28 INCLUDES THE UNLAWFUL RESTRICTION, THE GOVERNING BODY NOT LATER THAN  
29 NINETY DAYS AFTER THE DETERMINATION SHALL AMEND THE GOVERNING INSTRUMENT  
30 TO REMOVE THE UNLAWFUL RESTRICTION.

31           C. NOTWITHSTANDING ANY PROVISION OF THE GOVERNING INSTRUMENT OR ANY  
32 OTHER LAW, THE GOVERNING BODY MAY EXECUTE AN AMENDMENT UNDER THIS SECTION.

33           D. AN AMENDMENT UNDER THIS SECTION IS EFFECTIVE, NOTWITHSTANDING  
34 ANY PROVISION OF THE GOVERNING INSTRUMENT OR ANY OTHER LAW THAT REQUIRES A  
35 VOTE OF THE MEMBERS OF THE ASSOCIATION OF OWNERS TO AMEND THE GOVERNING  
36 INSTRUMENT.

37           33-535. Requirements and limitations of amendment

38           A. AN AMENDMENT BY AN OWNER UNDER SECTION 33-533 MUST IDENTIFY THE  
39 OWNER, THE REAL PROPERTY AFFECTED AND THE DOCUMENT CONTAINING THE UNLAWFUL  
40 RESTRICTION. AN AMENDMENT BY AN ASSOCIATION OF OWNERS UNDER SECTION  
41 33-534 MUST IDENTIFY ONLY THE DOCUMENT CONTAINING THE UNLAWFUL  
42 RESTRICTION. THE AMENDMENT MUST INCLUDE A CONSPICUOUS STATEMENT IN  
43 SUBSTANTIALLY THE FOLLOWING FORM:

1 THIS AMENDMENT REMOVES FROM THIS DEED OR OTHER DOCUMENT  
2 AFFECTING TITLE TO REAL PROPERTY AN UNLAWFUL RESTRICTION AS  
3 DEFINED IN SECTION 33-532, ARIZONA REVISED STATUTES. THIS  
4 AMENDMENT DOES NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF A  
5 RESTRICTION THAT IS NOT AN UNLAWFUL RESTRICTION.

6 B. THE AMENDMENT MUST BE EXECUTED AND ACKNOWLEDGED IN THE MANNER  
7 REQUIRED FOR RECORDATION OF A DOCUMENT IN THE LAND RECORDS. THE AMENDMENT  
8 MUST BE RECORDED IN THE LAND RECORDS OF EACH COUNTY IN WHICH THE DOCUMENT  
9 CONTAINING THE UNLAWFUL RESTRICTION IS RECORDED.

10 C. THE AMENDMENT DOES NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF  
11 ANY RESTRICTION THAT IS NOT AN UNLAWFUL RESTRICTION.

12 D. THE AMENDMENT OR A FUTURE CONVEYANCE OF THE AFFECTED REAL  
13 PROPERTY IS NOT A REPUBLICATION OF A RESTRICTION THAT OTHERWISE WOULD  
14 EXPIRE BY PASSAGE OF TIME UNDER ANY OTHER LAW.

15 33-536. Optional form for amendment by owner

16 THE FOLLOWING FORM MAY BE USED BY AN OWNER TO MAKE AN AMENDMENT  
17 UNDER SECTION 33-533:

18 AMENDMENT BY OWNER TO REMOVE AN UNLAWFUL RESTRICTION  
19 THIS AMENDMENT IS RECORDED UNDER TITLE 33, CHAPTER 4, ARTICLE  
20 7, ARIZONA REVISED STATUTES, BY AN OWNER OF AN INTEREST IN  
21 REAL PROPERTY SUBJECT TO AN UNLAWFUL RESTRICTION AS DEFINED IN  
22 SECTION 33-532, ARIZONA REVISED STATUTES.

23 1. NAME OF OWNER: \_\_\_\_\_

24 2. OWNER'S PROPERTY THAT IS SUBJECT TO THE UNLAWFUL  
25 RESTRICTION IS DESCRIBED AS FOLLOWS:

26 ADDRESS: \_\_\_\_\_

27 LEGAL DESCRIPTION: \_\_\_\_\_

28 3. THIS AMENDMENT AMENDS THE FOLLOWING DOCUMENT:

29 TITLE OF DOCUMENT BEING AMENDED: \_\_\_\_\_

30 RECORDING DATE OF DOCUMENT BEING AMENDED: \_\_\_\_\_

31 RECORDING INFORMATION (BOOK/PAGE OR INSTRUMENT NUMBER):  
32 \_\_\_\_\_

33 THIS AMENDMENT REMOVES FROM THE DOCUMENT DESCRIBED IN  
34 PARAGRAPH 3 ALL UNLAWFUL RESTRICTIONS AS DEFINED IN SECTION  
35 33-532, ARIZONA REVISED STATUTES. REMOVAL OF AN UNLAWFUL  
36 RESTRICTION THROUGH THIS AMENDMENT DOES NOT AFFECT THE  
37 VALIDITY AND ENFORCEABILITY OF ANY OTHER RESTRICTION THAT IS  
38 NOT AN UNLAWFUL RESTRICTION AS DEFINED UNDER SECTION 33-532,  
39 ARIZONA REVISED STATUTES, AT THE TIME OF FILING THIS  
40 AMENDMENT. THIS AMENDMENT IS NOT EFFECTIVE IF THE PROPERTY IS  
41 SUBJECT TO A GOVERNING INSTRUMENT AS DEFINED IN SECTION  
42 33-532, ARIZONA REVISED STATUTES.

43 \_\_\_\_\_  
44 OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

45 NOTARY ACKNOWLEDGMENT



1           33-537. Duty and liability of recorder

2           A. THE RECORDER SHALL RECORD AN AMENDMENT SUBMITTED UNDER THIS  
3 ARTICLE, ADD THE AMENDMENT TO THE INDEX AND CROSS REFERENCE THE AMENDMENT  
4 TO THE DOCUMENT CONTAINING THE UNLAWFUL RESTRICTION.

5           B. THE RECORDER AND THE COUNTY ARE NOT LIABLE FOR RECORDING AN  
6 AMENDMENT UNDER THIS ARTICLE.

7           33-538. Uniformity of application and construction

8           IN APPLYING AND CONSTRUING THIS ARTICLE, A COURT SHALL CONSIDER THE  
9 PROMOTION OF UNIFORMITY OF THE LAW AMONG JURISDICTIONS THAT ENACT IT.

10          33-539. Relation to electronic signatures in global and  
11                                   national commerce act

12          THIS ARTICLE MODIFIES, LIMITS OR SUPERSEDES THE ELECTRONIC  
13 SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 UNITED STATES CODE 7001  
14 THROUGH 7031 BUT DOES NOT MODIFY, LIMIT OR SUPERSEDE 15 UNITED STATES CODE  
15 SECTION 7001(c), OR AUTHORIZE ELECTRONIC DELIVERY OF ANY OF THE NOTICES  
16 DESCRIBED IN 15 UNITED STATES CODE SECTION 7003(b).

17          Sec. 2. Severability

18          If a provision of this act or its application to any person or  
19 circumstance is held invalid, the invalidity does not affect other  
20 provisions or applications of the act that can be given effect without the  
21 invalid provision or application, and to this end the provisions of this  
22 act are severable.

APPROVED BY THE GOVERNOR MARCH 29, 2024.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MARCH 29, 2024.

# LEGAL SERVICES

## GENERAL CORPORATE COUNSEL

Advising developers and community associations on forming corporations, funding reserves, compliance issues, and other general counsel matters.

## COLLECTING ASSESSMENTS

Applying efficient, fair and effective collection strategies proven to recoup unpaid assessments, including collection demand letters, litigation, overseeing payment agreements, recording liens, wage and bank garnishments and foreclosures.

## ENFORCING RESTRICTIONS

Employing tactical approaches to remedy violations and enforce restrictions, including mediation efforts and enforcement litigation.

## DRAFTING, INTERPRETING AND AMENDING DOCUMENTS

Our attorneys are experienced in drafting and amending association documents that are easy to read, understand and apply. We also assist you in analyzing and interpreting provisions of association documents to help you better understand their meaning and application.

## LITIGATION AND BANKRUPTCY

Providing competent and assertive representation for community associations in court on matters typically involving assessment collection, enforcing restrictions, foreclosure, defending community associations in lawsuits and protecting rights in bankruptcy.

## CONTRACT NEGOTIATION AND REVIEW

We help review, interpret and negotiate contracts between vendors.

## PROPERTY TAXATION

Assisting planned community associations in reducing tax liability for common area property tax liens.

## CONSTRUCTION AND LAND DEVELOPMENT

Advising developers of community associations concerning applicable city ordinances, planning restrictions and similar land use issues.

## GENERAL REAL ESTATE LAW

A multifaceted real estate practice offering clients a wide range of services for issues pertaining to zoning regulations, ordinance violations, land use and other general real estate and legal matters.

## INSURANCE DEFENSE

Representing Insurance Companies in defending claims against their insured.

## EDUCATING COMMUNITIES

Offering the Lunch & Learn Lecture Series and the Community Association Desk Reference Set for community association professionals to “be in the know” concerning changes in the law and effectively managing community associations.