<http://le.utah.gov/code/TITLE57/htm/57_08a022400.htm>

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| **Title 57 Chapter 8a**  |  |  |

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| Real Estate |  |
| Community Association Act | Responsibility for the maintenance, repair, and replacement of common area and lots. |
| **57-8a-102.**   **Definitions.**  | (4) "Common areas" means property that the association: (a) owns;  (b) maintains; (c) repairs; or (d) administers. |
|            **57-8a-224.**   **Responsibility for the maintenance, repair, and replacement of common area and lots.**            (1) As used in this section:            (a) "Emergency repair" means a repair that, if not made in a timely manner, will likely result in immediate and substantial damage to a common area or to another lot.            (b) "Reasonable notice" means:            (i) written notice that is hand delivered to the lot at least 24 hours before the proposed entry; or            (ii) in the case of an emergency repair, notice that is reasonable under the circumstances.            (2) Except as otherwise provided in the declaration or Part 4, Insurance:            (a) an association is responsible for the maintenance, repair, and replacement of common areas; and            (b) a lot owner is responsible for the maintenance, repair, and replacement of the lot owner's lot.            (3) After reasonable notice to the occupant of the lot being entered, the board may access a lot:            (a) from time to time during reasonable hours, as necessary for the maintenance, repair, or replacement of any of the common areas; or            (b) for making an emergency repair.            (4) (a) An association is liable to repair damage it causes to the common areas or to a lot the association uses to access the common areas.            (b) An association shall repair damage described in Subsection (4)(a) within a time that is reasonable under the circumstances.            (5) Subsections (2), (3), and (4) do not apply during the period of administrative control as defined in Section [**57-8a-104**](http://le.utah.gov/code/TITLE57/htm/57_08a010400.htm).Enacted by Chapter 152, 2013 General Session

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| [Chapter 8a](http://www.le.utah.gov/UtahCode/section.jsp?code=57-8a) | Community Association Act |
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|  http://le.utah.gov/code/TITLE57/htm/57\_08a010400.htm           **57-8a-104.**   **Limitation on requirements for amending governing documents -- Limitation on contracts.**            (1) As used in this section, "period of administrative control" means the period during which the person who filed the association's governing documents or a successor in interest retains authority to:            (a) appoint or remove members of the association's board of directors; or            (b) exercise power or authority assigned to the association under its governing documents.            (2) (a) (i) Governing documents may not require that an amendment to the governing documents adopted after the period of administrative control be approved by more than 67% of the voting interests.            (ii) The vote required to adopt an amendment to governing documents may not be greater than 67% of the voting interests, notwithstanding a provision of the governing documents requiring a greater percentage and regardless of whether the governing documents were adopted before, on, or after May 10, 2011.            (b) Subsection (2)(a) does not apply to an amendment affecting only:            (i) lot boundaries; or            (ii) members' voting rights.            (3) (a) A contract for services such as garbage collection, maintenance, lawn care, or snow removal executed on behalf of the association during a period of administrative control is binding beyond the period of administrative control unless terminated by the board of directors after the period of administrative control ends.            (b) Subsection (3)(a) does not apply to golf course and amenity management, utilities, cable services, and other similar services that require an investment of infrastructure or capital.            (4) Voting interests under Subsections (2) and (3) are calculated in the manner required by the governing documents.            (5) Nothing in this section affects any other rights reserved by the person who filed the association's original governing documents or a successor in interest.Amended by Chapter 137, 2011 General Session |

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