

REFERENCE TITLE: **property; firearms clauses; agreements; prohibition**

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

# **SB 1785**

Introduced by  
Senator Rogers

**AN ACT**

**AMENDING SECTIONS 33-1243, 33-1260.01, 33-1315, 33-1414, 33-1701, 33-1703, 33-1806.01 AND 33-1818, ARIZONA REVISED STATUTES; RELATING TO PROPERTY.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

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

2 Section 1. Section 33-1243, Arizona Revised Statutes, is amended to  
3 read:

4 33-1243. Board of directors and officers; conflict; powers;  
5 limitations; removal; annual audit; firearms;  
6 applicability

7 A. Except as provided in the declaration, the bylaws, subsection B  
8 of this section or other provisions of this chapter, the board of  
9 directors may act in all instances on behalf of the association.

10 B. The board of directors shall not act on behalf of the  
11 association to amend the declaration, terminate the condominium, elect  
12 members of the board of directors or determine the qualifications, powers  
13 and duties or terms of office of board of directors members. Except as  
14 provided in subsection H of this section, the board of directors may fill  
15 vacancies in its membership for the unexpired portion of any term.

16 C. If any contract, decision or other action for compensation taken  
17 by or on behalf of the board of directors would benefit any member of the  
18 board of directors or any person who is a parent, grandparent, spouse,  
19 child or sibling of a member of the board of directors or a parent or  
20 spouse of any of those persons, that member of the board of directors  
21 shall declare a conflict of interest for that issue. The member shall  
22 declare the conflict in an open meeting of the board before the board  
23 discusses or takes action on that issue and that member may then vote on  
24 that issue. Any contract entered into in violation of this subsection is  
25 void and unenforceable.

26 D. Except as provided in the declaration, within thirty days after  
27 ~~adoption of~~ ADOPTING any proposed budget for the condominium, the board of  
28 directors shall provide a summary of the budget to all the unit owners.  
29 Unless the board of directors is expressly authorized in the declaration  
30 to adopt and amend budgets from time to time, any budget or amendment  
31 shall be ratified by the unit owners in accordance with the procedures set  
32 forth in this subsection. If ratification is required, the board of  
33 directors shall set a date for a meeting of the unit owners to consider  
34 ratification of the budget not fewer than fourteen ~~nor~~ OR more than thirty  
35 days after mailing of the summary. Unless at that meeting a majority of  
36 all the unit owners or any larger vote specified in the declaration  
37 rejects the budget, the budget is ratified, whether or not a quorum is  
38 present. If the proposed budget is rejected, the periodic budget last  
39 ratified by the unit owners shall be continued until such time as the unit  
40 owners ratify a subsequent budget proposed by the board of directors.

41 E. The declaration may provide for a period of declarant control of  
42 the association, during which ~~period~~ a declarant or persons designated by  
43 the declarant may appoint and remove the officers and members of the board  
44 of directors. Regardless of the period provided in the declaration, a  
45 period of declarant control terminates ~~no~~ NOT later than the earlier of:

1           1. Ninety days after conveyance of seventy-five percent of the  
2 units that may be created to unit owners other than a declarant.

3           2. Four years after all declarants have ceased to offer units for  
4 sale in the ordinary course of business.

5           F. A declarant may voluntarily surrender the right to appoint and  
6 remove officers and members of the board of directors before termination  
7 of the period prescribed in subsection E of this section, but in that  
8 event the declarant may require, for the duration of the period of  
9 declarant control, that specified actions of the association or board of  
10 directors, as described in a recorded instrument executed by the  
11 declarant, be approved by the declarant before they become effective.

12           G. Not later than the termination of any period of declarant  
13 control, the unit owners shall elect a board of directors of at least  
14 three members, at least a majority of whom must be unit owners. The board  
15 of directors shall elect the officers. The board members and officers  
16 shall take office on election.

17           H. Notwithstanding any provision of the declaration or bylaws to  
18 the contrary, all of the following apply to a meeting at which a member of  
19 the board of directors, other than a member appointed by the declarant, is  
20 proposed to be removed from the board of directors:

21           1. The unit owners who are eligible to vote at the time of the  
22 meeting may remove any member of the board of directors, other than a  
23 member appointed by the declarant, by a majority vote of those voting on  
24 the matter at a meeting of the unit owners.

25           2. The meeting of the unit owners shall be called pursuant to this  
26 section and action may be taken only if a quorum is present.

27           3. The unit owners may remove any member of the board of directors  
28 with or without cause, other than a member appointed by the declarant.

29           4. For purposes of calling for removal of a member of the board of  
30 directors, other than a member appointed by the declarant, the following  
31 apply:

32           (a) In an association with one thousand or fewer members, on  
33 ~~receipt of~~ RECEIVING a petition that calls for removal of a member of the  
34 board of directors and that is signed by the number of persons who are  
35 eligible to vote in the association at the time the person signs the  
36 petition equal to at least twenty-five percent of the votes in the  
37 association or by the number of persons who are eligible to vote in the  
38 association at the time the person signs the petition equal to at least  
39 one hundred votes in the association, whichever is less, the board shall  
40 call and provide written notice of a special meeting of the association as  
41 prescribed by section 33-1248, subsection B.

42           (b) Notwithstanding section 33-1248, subsection B, in an  
43 association with more than one thousand members, on receipt of a petition  
44 that calls for removal of a member of the board of directors and that is  
45 signed by the number of persons who are eligible to vote in the

1 association at the time the person signs the petition equal to at least  
2 ten percent of the votes in the association or by the number of persons  
3 who are eligible to vote in the association at the time the person signs  
4 the petition equal to at least one thousand votes in the association,  
5 whichever is less, the board shall call and provide written notice of a  
6 special meeting of the association. The board shall provide written  
7 notice of a special meeting as prescribed by section 33-1248,  
8 subsection B.

9 (c) The special meeting shall be called, noticed and held within  
10 thirty days after ~~receipt of~~ RECEIVING the petition.

11 (d) For THE purposes of a special meeting called pursuant to this  
12 subsection, a quorum is present if the number of owners who are eligible  
13 to vote in the association at the time the person attends the meeting  
14 equal to at least twenty percent of the votes of the association or the  
15 number of persons who are eligible to vote in the association at the time  
16 the person attends the meeting equal to at least one thousand votes,  
17 whichever is less, is present at the meeting in person or as otherwise  
18 ~~permitted~~ ALLOWED by law.

19 (e) If a civil action is filed regarding the removal of a board  
20 member, the prevailing party in the civil action shall be awarded its  
21 reasonable attorney fees and costs.

22 (f) The board of directors shall retain all documents and other  
23 records relating to the proposed removal of the member of the board of  
24 directors and any election or other action taken for that director's  
25 replacement for at least one year after the date of the special meeting  
26 and shall ~~permit~~ ALLOW members to inspect those documents and records  
27 pursuant to section 33-1258.

28 (g) A petition that calls for the removal of the same member of the  
29 board of directors shall not be submitted more than once during each term  
30 of office for that member.

31 5. On removal of at least one but fewer than a majority of the  
32 members of the board of directors at a special meeting of the membership  
33 called pursuant to this subsection, the vacancies shall be filled as  
34 provided in the condominium documents.

35 6. On removal of a majority of the members of the board of  
36 directors at a special meeting of the membership called pursuant to this  
37 subsection, or if the condominium documents do not provide a method for  
38 filling board vacancies, the association shall hold an election for the  
39 replacement of the removed directors at a separate meeting of the members  
40 of the association that is held not later than thirty days after the  
41 meeting at which the members of the board of directors were removed.

42 7. A member of the board of directors who is removed pursuant to  
43 this subsection is not eligible to serve on the board of directors again  
44 until after the expiration of the removed board member's term of office,

1 unless the condominium documents specifically provide for a longer period  
2 of ineligibility.

3 I. For an association in which board members are elected from  
4 separately designated voting districts, a member of the board of  
5 directors, other than a member appointed by the declarant, may be removed  
6 only by a vote of the members from that voting district, and only the  
7 members from that voting district are eligible to vote on the matter or be  
8 counted ~~for purposes of determining~~ TO DETERMINE a quorum.

9 J. Unless any provision in the condominium documents requires an  
10 annual audit by a certified public accountant, the board of directors  
11 shall provide for an annual financial audit, review or compilation of the  
12 association. The audit, review or compilation shall be completed ~~no~~ NOT  
13 later than one hundred eighty days after the end of the association's  
14 fiscal year and shall be made available on request to the unit owners  
15 within thirty days after its completion.

16 K. NOTWITHSTANDING ANY PROVISION IN THE CONDOMINIUM DOCUMENTS, THE  
17 BOARD OF DIRECTORS MAY NOT PROHIBIT AN OWNER, TENANT OR GUEST FROM  
18 CARRYING, POSSESSING, TRANSPORTING OR STORING A FIREARM, A PART OF A  
19 FIREARM OR FIREARM AMMUNITION THAT IS AUTHORIZED UNDER STATE OR FEDERAL  
20 LAW. THIS SUBSECTION APPLIES TO ANY DWELLING, OFFICE, PARKING LOT OR  
21 COMMON ELEMENT.

22 ~~K.~~ L. This section does not apply to timeshare plans or  
23 associations, or the period of declarant control under timeshare  
24 instruments, that are subject to chapter 20 of this title.

25 Sec. 2. Section 33-1260.01, Arizona Revised Statutes, is amended to  
26 read:

27 33-1260.01. Rental property; unit owner and agent  
28 information; fee; disclosure

29 A. A unit owner may use the unit owner's unit as a rental property  
30 unless prohibited in the declaration and shall use it in accordance with  
31 the declaration's rental time period restrictions.

32 B. A unit owner may designate in writing a third party to act as  
33 the unit owner's agent with respect to all association matters relating to  
34 the rental unit, except for voting in association elections and serving on  
35 the board of directors. The unit owner shall sign the written designation  
36 and shall provide a copy of the written designation to the association.  
37 On delivery of the written designation, the association is authorized to  
38 conduct all association business relating to the unit owner's rental unit  
39 through the designated agent. Any notice given by the association to a  
40 unit owner's designated agent on any matter relating to the unit owner's  
41 rental unit constitutes notice to the unit owner.

42 C. Notwithstanding any provision in the condominium documents, on  
43 rental of a unit an association shall not require a unit owner or a unit  
44 owner's agent to disclose any information regarding a tenant other than  
45 the name and contact information for any adults occupying the unit, the

1 time period of the lease, including the beginning and ending dates of the  
2 tenancy, and a description and the license plate numbers of the tenants'  
3 vehicles. If the condominium is an ~~age-restricted~~ AGE-RESTRICTED  
4 condominium, the unit owner, the unit owner's agent or the tenant shall  
5 show a government issued identification that bears a photograph and that  
6 confirms that the tenant meets the condominium's age restrictions or  
7 requirements.

8 D. On request of an association or its managing agent for the  
9 disclosures prescribed in subsection C of this section, the managing agent  
10 or, if there is no managing agent, the association may charge a fee of not  
11 more than ~~twenty-five dollars~~ \$25, which shall be paid within fifteen days  
12 after the postmarked request. The fee may be charged for each new tenancy  
13 for that unit but may not be charged for a renewal of a lease. Except for  
14 the fee ~~permitted~~ ALLOWED by this subsection and fees related to the use  
15 of recreational facilities, the association or its managing agent shall  
16 not assess, levy or charge a fee or fine or otherwise impose a requirement  
17 on a unit owner's rental unit any differently than on an owner-occupied  
18 unit in the association.

19 E. Notwithstanding any provision in the condominium documents, the  
20 association is prohibited from doing any of the following:

21 1. Requiring a unit owner to provide the association with a copy of  
22 the tenant's rental application, credit report, lease agreement or rental  
23 contract or other personal information except as prescribed by this  
24 section. This paragraph does not prohibit the association from acquiring a  
25 credit report on a person in an attempt to collect a debt.

26 2. Requiring the tenant to sign a waiver or other document limiting  
27 the tenant's due process rights as a condition of the tenant's occupancy  
28 of the rental unit.

29 3. Prohibiting or otherwise restricting a unit owner from serving  
30 on the board of directors based on the owner's not being an occupant of  
31 the unit.

32 4. Imposing on a unit owner or managing agent any fee, assessment,  
33 penalty or other charge in an amount greater than ~~fifteen dollars~~ \$15 for  
34 incomplete or late information regarding the information requested  
35 pursuant to subsection C of this section.

36 5. PROHIBITING A UNIT OWNER, TENANT OR GUEST FROM CARRYING,  
37 POSSESSING, TRANSPORTING OR STORING A FIREARM, A PART OF A FIREARM OR  
38 FIREARM AMMUNITION THAT IS AUTHORIZED UNDER STATE OR FEDERAL LAW. THIS  
39 PARAGRAPH APPLIES TO THE UNIT OWNER'S PROPERTY AND ANY DWELLING, OFFICE,  
40 PARKING LOT OR COMMON ELEMENT.

41 F. Any attempt by an association to exceed the fee, assessment,  
42 penalty or other charge authorized by subsection D or E of this section  
43 voids the fee, assessment, penalty or other charge authorized by  
44 subsection D or E of this section. This section does not prevent an

1 association from complying with the housing for older persons act of 1995  
2 (P.L. 104-76; 109 Stat. 787).

3 G. An owner may use a ~~crime-free~~ CRIME-FREE addendum as part of a  
4 lease agreement. This section does not prohibit the owner's use of a  
5 ~~crime-free~~ CRIME-FREE addendum.

6 H. This section does not prohibit and an association may lawfully  
7 enforce a provision in the condominium documents that restricts the  
8 residency of persons who are required to be registered pursuant to section  
9 13-3821 and who are classified as level two or level three offenders.

10 I. An owner of rental property shall abate criminal activity as  
11 authorized in section 12-991.

12 Sec. 3. Section 33-1315, Arizona Revised Statutes, is amended to  
13 read:

14 33-1315. Prohibited provisions in rental agreements

15 A. A rental agreement shall not provide that the tenant does any of  
16 the following:

17 1. Agrees to waive or to ~~forego~~ FORGO rights or remedies under this  
18 chapter.

19 2. Agrees to pay the landlord's attorney fees, except an agreement  
20 in writing may provide that attorney fees may be awarded to the prevailing  
21 party in the event of court action and except that a prevailing party in a  
22 contested forcible detainer action is eligible to be awarded attorney fees  
23 pursuant to section 12-341.01 regardless of whether the rental agreement  
24 provides for such an award.

25 3. Agrees to the exculpation or limitation of any liability of the  
26 landlord arising under law or to indemnify the landlord for that liability  
27 or the costs connected ~~therewith~~ WITH THAT LIABILITY.

28 4. Agrees to waive or limit the tenant's right to summon or any  
29 other person's right to summon a peace officer or other emergency  
30 assistance in response to an emergency.

31 5. Agrees to ~~payment-of~~ PAY monetary penalties or otherwise  
32 penalizes the tenant for the tenant summoning or for any other person  
33 summoning a peace officer or other emergency assistance in response to an  
34 emergency.

35 6. AGREES NOT TO CARRY, POSSESS, TRANSPORT OR STORE ON THE PREMISES  
36 A FIREARM, A PART OF A FIREARM OR FIREARM AMMUNITION THAT IS AUTHORIZED  
37 UNDER STATE OR FEDERAL LAW. THIS PARAGRAPH APPLIES TO THE TENANT, THE  
38 TENANT'S GUEST, THE TENANT'S DWELLING AND ANY PARKING AREA OR OTHER AREA  
39 OPEN FOR USE BY THE TENANT.

40 B. A provision that is prohibited by subsection A of this section  
41 and that is included in a rental agreement is unenforceable. If a  
42 landlord deliberately uses a rental agreement containing provisions known  
43 by the landlord to be prohibited, the tenant may recover actual damages  
44 sustained by the tenant and not more than two months' periodic rent.

1 C. This section does not limit the landlord's right to evict a  
2 tenant pursuant to section 33-1368.

3 Sec. 4. Section 33-1414, Arizona Revised Statutes, is amended to  
4 read:

5 33-1414. Prohibited provisions in rental agreements; late  
6 payment penalty

7 A. A rental agreement shall not provide that the tenant agrees to:

8 1. Waive or to forgo rights or remedies under this chapter.

9 2. Pay the landlord's attorney fees, except an agreement in  
10 writing may provide that attorney fees may be awarded to the prevailing  
11 party in the event of court action.

12 3. The exculpation or limitation of any liability of the landlord  
13 arising under law or to indemnify the landlord for that liability or the  
14 costs connected ~~therewith~~ WITH THAT LIABILITY.

15 4. ~~Permit~~ ALLOW the landlord to charge a penalty fee for late  
16 payment of rent unless a tenant is allowed a minimum of five days ~~beyond~~  
17 AFTER the date the rent is due in which to remit payment.

18 5. ~~Permit~~ ALLOW the landlord to charge a fee for a guest who does  
19 not stay for more than a total of fourteen days in any calendar month.

20 6. Waive or limit the tenant's right to summon or any other  
21 person's right to summon a peace officer or other emergency assistance in  
22 response to an emergency.

23 7. ~~Payment of~~ PAY monetary penalties or otherwise penalizes the  
24 tenant for the tenant summoning or for any other person summoning a peace  
25 officer or other emergency assistance in response to an emergency.

26 8. Place any additional person's name on the title to the mobile  
27 home as a condition of tenancy or residency for that additional person or  
28 pay a fee or other form of penalty for failing to place an additional  
29 person's name on the title to the mobile home.

30 9. WAIVE THE TENANT'S OR GUEST'S RIGHT TO CARRY, POSSESS, TRANSPORT  
31 OR STORE A FIREARM, A PART OF A FIREARM OR FIREARM AMMUNITION THAT IS  
32 AUTHORIZED UNDER STATE OR FEDERAL LAW. THIS PARAGRAPH APPLIES TO THE  
33 TENANT'S DWELLING AND ANY PARKING AREA OR OTHER AREA OPEN TO USE BY THE  
34 TENANT.

35 B. A provision that is prohibited by subsection A of this section  
36 and that is included in a rental agreement is unenforceable. If a  
37 landlord deliberately uses a rental agreement containing provisions known  
38 to be prohibited, the tenant may recover actual damages sustained and the  
39 rental agreement is voidable by the tenant.

40 C. A landlord may charge a penalty fee of not ~~to exceed five~~  
41 ~~dollars~~ MORE THAN \$5 per day from the due date of the rent for late  
42 payment of rent if the payment is not remitted by the sixth day ~~from~~ AFTER  
43 the due date.

44 D. This section does not limit the landlord's right to evict a  
45 tenant pursuant to section 33-1476.



1           Sec. 5. Section 33-1701, Arizona Revised Statutes, is amended to  
2 read:

3           33-1701. Definitions; exception

4           A. In this article, unless the context otherwise requires:

5           1. "Default" means the failure to perform on time any obligation or  
6 duty set forth in the rental agreement.

7           2. "Department" means the Arizona game and fish department in the  
8 case of motorized watercraft and the department of transportation in the  
9 case of all other vehicles.

10          3. "Electronic mail" means an electronic message or an executable  
11 program or computer file that contains an image of a message that is  
12 transmitted between two or more computers or electronic terminals and  
13 includes electronic messages that are transmitted within or between  
14 computer networks from which a confirmation of receipt is received.

15          4. "Last known address" means that postal address or electronic  
16 address provided by the occupant in the rental agreement or the postal  
17 address or electronic address provided by the occupant in a subsequent  
18 written notice of a change of address.

19          5. "Late fee" means a reasonable fee or charge that is assessed by  
20 the operator for the failure of the occupant to pay rent when due pursuant  
21 to section 33-1703, ~~subsection D~~.

22          6. "Leased space" means the storage space or spaces at the  
23 self-service storage facility that are rented to an occupant pursuant to a  
24 rental agreement.

25          7. "Net proceeds" means the total proceeds received from the lien  
26 sale minus the total amount of the lien.

27          8. "Occupant" means a person or the person's sublessee, successor  
28 or assign that is entitled to ~~the~~ use ~~of~~ the leased space at a  
29 self-service storage facility under a rental agreement, to the exclusion  
30 of others.

31          9. "Operator" means the owner, operator, lessor or sublessor of a  
32 self-service storage facility, an agent or any other person authorized to  
33 manage the facility.

34          10. "Personal information" has the same meaning prescribed in  
35 section 18-551.

36          11. "Personal property" means movable property that is not affixed  
37 to land and includes goods, wares, merchandise, household items and  
38 furnishings and vehicles.

39          12. "Protected property" means personal property for which the sale  
40 or disposal is regulated by state or federal law and that is one of the  
41 following:

42           (a) Documents, files or electronic data that contains personal  
43 information relating to clients, customers, patients or others in  
44 connection with the occupant's business.

45           (b) Alcoholic beverages.

1 (c) Pharmaceuticals other than those dispensed by a licensed  
2 pharmacy for the occupant's personal use.

3 (d) Firearms.

4 13. "Registered owner" means an owner of a vehicle as stated in the  
5 official records of the department.

6 14. "Rental agreement" means any written agreement provided to the  
7 occupant that establishes or modifies the terms, conditions or rules  
8 concerning the use and occupancy of leased space at a self-service storage  
9 facility.

10 15. "Self-service storage facility" means any real property used  
11 for renting or leasing storage spaces in which the occupants themselves  
12 customarily store and remove their own personal property on a self-service  
13 basis.

14 16. "Vehicle" means a motor vehicle, a trailer or a semitrailer as  
15 defined in section 28-101 and a motorized watercraft as defined in section  
16 5-301.

17 17. "Verified mail" means any method of mailing that is offered by  
18 the United States postal service and that provides evidence of mailing.

19 B. This article does not apply to a warehouseman unless the  
20 warehouseman issues a warehouse receipt, bill of lading or other document  
21 of title for the personal property stored.

22 Sec. 6. Section 33-1703, Arizona Revised Statutes, is amended to  
23 read:

24 33-1703. Lien; rental agreement; contents; late fees

25 A. The operator of a self-service storage facility has a possessory  
26 lien from the date the rent is unpaid and due on all personal property  
27 stored within the leased space for rent, late fees and labor or other  
28 charges, and for expenses reasonably incurred in its sale, as provided in  
29 this article. The lien shall not impair any other lien or security  
30 interest at the time the storage was commenced, unless the lienor or  
31 secured party knows and consents to the storage of the personal property.

32 B. The rental agreement shall contain a statement, in at least ~~ten~~  
33 ~~point~~ **TEN-POINT** bold-faced type, advising the occupant:

34 1. Of the accrual of the lien as of the date the rent is unpaid and  
35 due.

36 2. That property stored in the leased space may be sold or  
37 otherwise disposed of if the occupant is in default.

38 3. That any insurance protecting the personal property stored  
39 within the storage space against fire, theft or damage must be provided by  
40 the occupant.

41 4. That a late fee may be charged by the operator for each month  
42 that the occupant does not pay rent when due. The rental agreement shall  
43 state the date on which rent is due and the date on which the late fee  
44 accrues.

1 C. The rental agreement shall contain a provision requiring the  
2 occupant to disclose the following:

3 1. Any lienholders or secured parties who have an interest in  
4 property that is or will be stored in the self-service storage facility.

5 2. Whether any protected property is or will be stored in the  
6 leased space.

7 D. THE RENTAL AGREEMENT MAY NOT CONTAIN A PROVISION THAT PROHIBITS  
8 AN OCCUPANT OR GUEST FROM CARRYING, POSSESSING, TRANSPORTING OR STORING A  
9 FIREARM, A PART OF A FIREARM OR FIREARM AMMUNITION THAT IS AUTHORIZED  
10 UNDER STATE OR FEDERAL LAW. THIS SUBSECTION APPLIES TO THE OCCUPANT'S  
11 LEASED SPACE AND ANY PARKING AREA OR OTHER AREA OPEN FOR USE BY THE  
12 OCCUPANT.

13 ~~D.~~ E. The operator may impose a reasonable late fee on the  
14 occupant for each month the occupant does not pay rent when due. For THE  
15 purposes of this section, a reasonable late fee may be computed as the  
16 greater of ~~ten dollars~~ \$10 per month or twenty ~~per cent~~ PERCENT of the  
17 amount of monthly rent. Any late fee imposed by the operator pursuant to  
18 this section is in addition to any other remedy provided by law or  
19 contract.

20 ~~E.~~ F. The operator shall provide adequate notice to the occupant  
21 before a late fee is imposed. Adequate notice is provided if the rental  
22 agreement complies with subsection B OF THIS SECTION or if a notice is  
23 sent to the occupant by verified mail that notifies the occupant that a  
24 late fee may be charged in any month in which the occupant does not pay  
25 rent when due.

26 Sec. 7. Section 33-1806.01, Arizona Revised Statutes, is amended to  
27 read:

28 33-1806.01. Rental property; member and agent information;  
29 fee; disclosure

30 A. A member may use the member's property as a rental property  
31 unless prohibited in the declaration and shall use it in accordance with  
32 the declaration's rental time period restrictions.

33 B. A member may designate in writing a third party to act as the  
34 member's agent with respect to all association matters relating to the  
35 rental property, except for voting in association elections and serving on  
36 the board of directors. The member shall sign the written designation and  
37 shall provide a copy of the written designation to the association. On  
38 delivery of the written designation, the association is authorized to  
39 conduct all association business relating to the member's rental property  
40 through the designated agent. Any notice given by the association to a  
41 member's designated agent on any matter relating to the member's rental  
42 property constitutes notice to the member.

43 C. Notwithstanding any provision in the community documents, on  
44 rental of a member's property an association shall not require a member or  
45 a member's agent to disclose any information regarding a tenant other than

1 the name and contact information for any adults occupying the property,  
2 the time period of the lease, including the beginning and ending dates of  
3 the tenancy, and a description and the license plate numbers of the  
4 tenants' vehicles. If the planned community is an ~~age restricted~~  
5 AGE-RESTRICTED community, the member, the member's agent or the tenant  
6 shall show a government issued identification that bears a photograph and  
7 that confirms that the tenant meets the community's age restrictions or  
8 requirements.

9 D. On request of an association or its managing agent for the  
10 disclosures prescribed in subsection C of this section, the managing agent  
11 or, if there is no managing agent, the association may charge a fee of not  
12 more than ~~twenty five dollars~~ \$25, which shall be paid within fifteen days  
13 after the postmarked request. The fee may be charged for each new tenancy  
14 for that property but may not be charged for a renewal of a lease. Except  
15 for the fee ~~permitted~~ ALLOWED by this subsection and fees related to the  
16 use of recreational facilities, the association or its managing agent  
17 shall not assess, levy or charge a fee or fine or otherwise impose a  
18 requirement on a member's rental property any differently than on an  
19 owner-occupied property in the association.

20 E. Notwithstanding any provision in the community documents, the  
21 association is prohibited from doing any of the following:

22 1. Requiring a member to provide the association with a copy of the  
23 tenant's rental application, credit report, lease agreement or rental  
24 contract or other personal information except as prescribed by this  
25 section. This paragraph does not prohibit the association from acquiring  
26 a credit report on a person in an attempt to collect a debt.

27 2. Requiring the tenant to sign a waiver or other document limiting  
28 the tenant's due process rights as a condition of the tenant's occupancy  
29 of the rental property.

30 3. Prohibiting or otherwise restricting a member from serving on  
31 the board of directors based on the member's not being an occupant of the  
32 property.

33 4. Imposing on a member or managing agent any fee, assessment,  
34 penalty or other charge in an amount greater than ~~fifteen dollars~~ \$15 for  
35 incomplete or late information regarding the information requested  
36 pursuant to subsection C of this section.

37 5. PROHIBITING A MEMBER, TENANT OR GUEST FROM CARRYING, POSSESSING,  
38 TRANSPORTING OR STORING A FIREARM, A PART OF A FIREARM OR FIREARM  
39 AMMUNITION THAT IS AUTHORIZED UNDER STATE OR FEDERAL LAW. THIS PARAGRAPH  
40 APPLIES TO ANY MEMBER'S PROPERTY AND ANY OFFICE, PARKING LOT OR COMMON  
41 AREA.

42 F. Any attempt by an association to exceed the fee, assessment,  
43 penalty or other charge authorized by subsection D or E of this section  
44 voids the fee, assessment, penalty or other charge authorized by  
45 subsection D or E of this section. This section does not prevent an

1 association from complying with the housing for older persons act of 1995  
2 (P.L. 104-76; 109 Stat. 787).

3 G. An owner may use a ~~crime-free~~ CRIME-FREE addendum as part of a  
4 lease agreement. This section does not prohibit the owner's use of a  
5 ~~crime-free~~ CRIME-FREE addendum.

6 H. This section does not prohibit and an association may lawfully  
7 enforce a provision in the community documents that restricts the  
8 residency of persons who are required to be registered pursuant to section  
9 13-3821 and who are classified as level two or level three offenders.

10 I. An owner of rental property shall abate criminal activity as  
11 authorized in section 12-991.

12 Sec. 8. Section 33-1818, Arizona Revised Statutes, is amended to  
13 read:

14 33-1818. Community authority over public roadways; firearms;  
15 applicability

16 ~~A.~~ Notwithstanding any provision in the community documents, after  
17 the period of declarant control: ~~;~~

18 1. An association has no authority over and shall not regulate any  
19 roadway for which the ownership has been dedicated to or is otherwise held  
20 by a governmental entity.

21 ~~B.~~ This ~~section~~ PARAGRAPH applies only to those planned communities  
22 for which the declaration is recorded after December 31, 2014.

23 2. AN ASSOCIATION MAY NOT PROHIBIT A MEMBER, TENANT OR GUEST FROM  
24 CARRYING, POSSESSING, TRANSPORTING OR STORING A FIREARM, A PART OF A  
25 FIREARM OR FIREARM AMMUNITION THAT IS AUTHORIZED UNDER STATE OR FEDERAL  
26 LAW. THIS PARAGRAPH APPLIES TO ANY MEMBER'S PROPERTY AND ANY OFFICE,  
27 PARKING LOT OR COMMON AREA.