

House Bill 3301

Sponsored by Representative BARNHART; Representatives DOHERTY, LIVELY, READ

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Authorizes owner of lot in planned community or unit in condominium to install and use electric vehicle charging station.

A BILL FOR AN ACT

1
2 Relating to electric vehicle charging stations; creating new provisions; and amending ORS 94.550
3 and 100.005.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1.** ORS 94.550 is amended to read:

6 94.550. As used in ORS 94.550 to 94.783:

7 (1) "Assessment" means any charge imposed or levied by a homeowners association on or
8 against an owner or lot pursuant to the provisions of the declaration or the bylaws of the planned
9 community or provisions of ORS 94.550 to 94.783.

10 (2) "Blanket encumbrance" means a trust deed or mortgage or any other lien or encumbrance,
11 mechanic's lien or otherwise, securing or evidencing the payment of money and affecting more than
12 one lot in a planned community, or an agreement affecting more than one lot by which the developer
13 holds such planned community under an option, contract to sell or trust agreement.

14 (3) "Class I planned community" means a planned community that:

15 (a) Contains at least 13 lots or in which the declarant has reserved the right to increase the
16 total number of lots beyond 12; and

17 (b) Has an estimated annual assessment, including an amount required for reserves under ORS
18 94.595, exceeding \$10,000 for all lots or \$100 per lot, whichever is greater, based on:

19 (A) For a planned community created on or after January 1, 2002, the initial estimated annual
20 assessment, including a constructive assessment based on a subsidy of the association through a
21 contribution of funds, goods or services by the declarant; or

22 (B) For a planned community created before January 1, 2002, a reasonable estimate of the cost
23 of fulfilling existing obligations imposed by the declaration, bylaws or other governing document as
24 of January 1, 2002.

25 (4) "Class II planned community" means a planned community that:

26 (a) Is not a Class I planned community;

27 (b) Contains at least five lots; and

28 (c) Has an estimated annual assessment exceeding \$1,000 for all lots based on:

29 (A) For a planned community created on or after January 1, 2002, the initial estimated annual
30 assessment, including a constructive assessment based on a subsidy of the association through a
31 contribution of funds, goods or services by the declarant; or

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.
New sections are in **boldfaced** type.

1 (B) For a planned community created before January 1, 2002, a reasonable estimate of the cost
 2 of fulfilling existing obligations imposed by the declaration, bylaws or other governing document as
 3 of January 1, 2002.

4 (5) "Class III planned community" means a planned community that is not a Class I or II
 5 planned community.

6 (6) "Common expenses" means expenditures made by or financial liabilities incurred by the
 7 homeowners association and includes any allocations to the reserve account under ORS 94.595.

8 (7) "Common property" means any real property or interest in real property within a planned
 9 community which is owned, held or leased by the homeowners association or owned as tenants in
 10 common by the lot owners, or designated in the declaration or the plat for transfer to the associ-
 11 ation.

12 (8) "Condominium" means property submitted to the provisions of ORS chapter 100.

13 (9) "Declarant" means any person who creates a planned community under ORS 94.550 to 94.785.

14 (10) "Declarant control" means any special declarant right relating to administrative control of
 15 a homeowners association, including but not limited to:

16 (a) The right of the declarant or person designated by the declarant to appoint or remove an
 17 officer or a member of the board of directors;

18 (b) Any weighted vote or special voting right granted to a declarant or to units owned by the
 19 declarant so that the declarant will hold a majority of the voting rights in the association by virtue
 20 of such weighted vote or special voting right; and

21 (c) The right of the declarant to exercise powers and responsibilities otherwise assigned by the
 22 declaration or bylaws or by the provisions of ORS 94.550 to 94.783 to the association, officers of the
 23 association or board of directors of the association.

24 (11) "Declaration" means the instrument described in ORS 94.580 which establishes a planned
 25 community, and any amendments to the instrument.

26 **(12) "Electric vehicle charging station" or "charging station" means a facility designed**
 27 **to deliver electrical current for the purpose of charging one or more electric motor vehicles.**

28 [(12)] (13) "Governing document" means an instrument or plat relating to common ownership
 29 or common maintenance of a portion of a planned community and that is binding upon lots within
 30 the planned community.

31 [(13)] (14) "Homeowners association" or "association" means the organization of owners of lots
 32 in a planned community, created under ORS 94.625, required by a governing document or formed
 33 under ORS 94.572.

34 [(14)] (15) "Majority" or "majority of votes" or "majority of owners" means more than 50 per-
 35 cent of the votes in the planned community.

36 [(15)] (16) "Mortgagee" means any person who is:

37 (a) A mortgagee under a mortgage;

38 (b) A beneficiary under a trust deed; or

39 (c) The vendor under a land sale contract.

40 [(16)] (17) "Owner" means the owner of any lot in a planned community, unless otherwise spec-
 41 ified, but does not include a person holding only a security interest in a lot.

42 [(17)] (18) "Percent of owners" or "percentage of owners" means the owners representing the
 43 specified voting rights as determined under ORS 94.658.

44 [(18)(a)] (19)(a) "Planned community" means any subdivision under ORS 92.010 to 92.192 that
 45 results in a pattern of ownership of real property and all the buildings, improvements and rights

1 located on or belonging to the real property, in which the owners collectively are responsible for
 2 the maintenance, operation, insurance or other expenses relating to any property within the planned
 3 community, including common property, if any, or for the exterior maintenance of any property that
 4 is individually owned.

5 (b) “Planned community” does not mean:

6 (A) A condominium under ORS chapter 100;

7 (B) A planned community that is exclusively commercial or industrial; or

8 (C) A timeshare plan under ORS 94.803 to 94.945.

9 [(19)] (20) “Purchaser” means any person other than a declarant who, by means of a voluntary
 10 transfer, acquires a legal or equitable interest in a lot, other than as security for an obligation.

11 [(20)] (21) “Purchaser for resale” means any person who purchases from the declarant more than
 12 two lots for the purpose of resale whether or not the purchaser for resale makes improvements to
 13 the lots before reselling them.

14 [(21)] (22) “Special declarant rights” means any rights, in addition to the rights of the declarant
 15 as a lot owner, reserved for the benefit of the declarant under the declaration or ORS 94.550 to
 16 94.783, including but not limited to:

17 (a) Constructing or completing construction of improvements in the planned community which
 18 are described in the declaration;

19 (b) Expanding the planned community or withdrawing property from the planned community
 20 under ORS 94.580 (3) and (4);

21 (c) Converting lots into common property;

22 (d) Making the planned community subject to a master association under ORS 94.695; or

23 (e) Exercising any right of declarant control reserved under ORS 94.600.

24 [(22)] (23) “Successor declarant” means the transferee of any special declarant right.

25 [(23)] (24) “Turn over” means the act of turning over administrative responsibility pursuant to
 26 ORS 94.609 and 94.616.

27 [(24)] (25) “Unit” means a building or portion of a building located upon a lot in a planned
 28 community and designated for separate occupancy or ownership, but does not include any building
 29 or portion of a building located on common property.

30 [(25)] (26) “Votes” means the votes allocated to lots in the declaration under ORS 94.580 (2).

31 **SECTION 2. Section 3 of this 2013 Act is added to and made a part of ORS 94.550 to 94.783.**

32 **SECTION 3. (1) Notwithstanding contrary provisions of a declaration or bylaws of a**
 33 **planned community, an owner may install an electric vehicle charging station in compliance**
 34 **with the requirements of this section in a parking space, on a lot or in any other area subject**
 35 **to the exclusive use of the owner.**

36 **(2) Notwithstanding ORS 479.540, a charging station must be installed by an individual**
 37 **who holds a license, as defined in ORS 479.530, to act as a journeyman electrician.**

38 **(3) A homeowners association:**

39 **(a) May not prohibit installation or use of a charging station.**

40 **(b) May require an owner to submit an application before installing a charging station.**

41 **(c) May require the charging station to meet the architectural standards of the planned**
 42 **community.**

43 **(d) May impose reasonable restrictions on the installation and use of the charging station**
 44 **that do not significantly increase the cost of the charging station or significantly decrease**
 45 **the efficiency or performance of the charging station.**

1 (e) Shall approve the application within 60 days unless the delay in approving the appli-
2 cation is based on a reasonable request for additional information.

3 (4) The owner of the charging station is responsible for:

4 (a) All costs associated with installation and use of the charging station, including:

5 (A) The cost of electricity associated with the charging station; and

6 (B) The cost of damage to common property or areas subject to the exclusive use of
7 other owners that results from the installation, use, maintenance, repair, removal or re-
8 placement of the charging station.

9 (b) Disclosure to a prospective buyer of the lot of the existence of the charging station
10 and the related responsibilities of the owner under this section.

11 (5) If the charging station is not a certified electrical product, as defined in ORS 479.530,
12 the owner of the charging station shall:

13 (a) Maintain a homeowner liability coverage policy in the amount of \$1 million; and

14 (b) Name the homeowners association as a named additional insured under the policy
15 with a right to notice of cancellation of the policy.

16 (6) In any action to enforce compliance with this section, the prevailing party is entitled
17 to an award of attorney fees and costs.

18 **SECTION 4.** ORS 100.005 is amended to read:

19 100.005. As used in this chapter, unless the context requires otherwise:

20 (1) "Assessment" means any charge imposed or levied by the association of unit owners on or
21 against a unit owner or unit pursuant to provisions of the declaration or the bylaws of the condo-
22 minium or provisions of ORS 100.005 to 100.910.

23 (2) "Association of unit owners" means the association provided for under ORS 100.405.

24 (3) "Association property" means any real property or interest in real property acquired, held
25 or possessed by the association under ORS 100.405.

26 (4) "Blanket encumbrance" means a trust deed or mortgage or any other lien or encumbrance,
27 mechanic's lien or otherwise, securing or evidencing the payment of money and affecting more than
28 one unit in a condominium, or an agreement affecting more than one such unit by which the devel-
29 oper holds such condominium under an option, contract to sell or trust agreement.

30 (5) "Building" means a multiple-unit building or single-unit buildings, or any combination
31 thereof, comprising a part of the property. "Building" also includes a floating structure described
32 in ORS 100.020 (3)(b)(D).

33 (6) "Commissioner" means the Real Estate Commissioner.

34 (7) "Common elements" means the general common elements and the limited common elements.

35 (8) "Common expenses" means:

36 (a) Expenses of administration, maintenance, repair or replacement of the common elements;

37 (b) Expenses agreed upon as common by all the unit owners; and

38 (c) Expenses declared common by ORS 100.005 to 100.625 or by the declaration or the bylaws
39 of the particular condominium.

40 (9) "Condominium" means:

41 (a) With respect to property located within this state:

42 (A) The land, if any, whether fee simple, leasehold, easement or other interest or combination
43 thereof, and whether contiguous or noncontiguous;

44 (B) Any buildings, improvements and structures on the property; and

45 (C) Any easements, rights and appurtenances belonging to the property submitted to the pro-

1 visions of ORS 100.005 to 100.625; and

2 (b) With respect to property located outside this state, the property that has been committed to
 3 the condominium form of ownership in accordance with the jurisdiction within which the property
 4 is located.

5 (10) "Conversion condominium" means a condominium in which there is a building, improvement
 6 or structure that was occupied prior to any negotiation and that is:

7 (a) Residential in nature, at least in part; and

8 (b) Not wholly commercial or industrial, or commercial and industrial, in nature.

9 (11) "Declarant" means a person who records a declaration under ORS 100.100 or a supple-
 10 mental declaration under ORS 100.110.

11 (12) "Declaration" means the instrument described in ORS 100.100 by which the condominium
 12 is created and as modified by any amendment recorded in accordance with ORS 100.135 or supple-
 13 mental declaration recorded in accordance with ORS 100.120.

14 (13) "Developer" means a declarant or any person who purchases an interest in a condominium
 15 from declarant, successor declarant or subsequent developer for the primary purpose of resale.

16 **(14) "Electric vehicle charging station" or "charging station" means a facility designed**
 17 **to deliver electrical current for the purpose of charging one or more electric motor vehicles.**

18 [(14)] (15) "Flexible condominium" means a condominium containing property that may be re-
 19 classified or withdrawn from the condominium pursuant to ORS 100.150 (1).

20 [(15)] (16) "General common elements," unless otherwise provided in a declaration, means all
 21 portions of the condominium that are not part of a unit or a limited common element, including but
 22 not limited to the following:

23 (a) The land, whether fee simple, leasehold, easement, other interest or combination thereof,
 24 together with any rights and appurtenances;

25 (b) The foundations, columns, girders, beams, supports, bearing and shear walls, windows, except
 26 glazing and screening, unit access doors, except glazing and screening, roofs, halls, corridors, lob-
 27 bies, stairs, fire escapes, entrances and exits of a building;

28 (c) The basements, yards, gardens, parking areas and outside storage spaces;

29 (d) Installations of central services such as power, light, gas, hot and cold water, heating, re-
 30 frigeration, air conditioning, waste disposal and incinerating;

31 (e) The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus
 32 and installations existing for common use;

33 (f) The premises for the lodging of janitors or caretakers of the property; and

34 (g) All other elements of a building and the condominium necessary or convenient to their ex-
 35 istence, maintenance and safety, or normally in common use.

36 [(16)] (17) "Leasehold" means the interest of a person, firm or corporation who is the lessee
 37 under a lease from the owner in fee and who files a declaration creating a condominium under ORS
 38 100.100.

39 [(17)] (18) "Limited common elements" means those common elements designated in the decla-
 40 ration, as reserved for the use of a certain unit or number of units, to the exclusion of the other
 41 units.

42 [(18)] (19) "Majority" or "majority of unit owners" means more than 50 percent of the voting
 43 rights allocated to the units by the declaration.

44 [(19)] (20) "Mortgagee" means any person who is:

45 (a) A mortgagee under a mortgage;

1 (b) A beneficiary under a trust deed; or

2 (c) The vendor under a land sale contract.

3 [(20)] **(21)** “Negotiation” means any activity preliminary to the execution by either developer
4 or purchaser of a unit sales agreement, including but not limited to advertising, solicitation and
5 promotion of the sale of a unit.

6 [(21)] **(22)** “Nonwithdrawable property” means property which pursuant to ORS 100.150 (1)(b):

7 (a) Is designated nonwithdrawable in the declaration and on the plat; and

8 (b) Which may not be withdrawn from the condominium without the consent of all of the unit
9 owners.

10 [(22)] **(23)** “Percent of owners” or “percentage of owners” means the percent of the voting rights
11 determined under ORS 100.525.

12 [(23)] **(24)** “Purchaser” means an actual or prospective purchaser of a condominium unit pursu-
13 ant to a sale.

14 [(24)] **(25)** “Recording officer” means the county officer charged with the duty of filing and re-
15 cording deeds and mortgages or any other instruments or documents affecting the title to real
16 property.

17 [(25)] **(26)** “Reservation agreement” means an agreement relating to the future sale of a unit
18 which is not binding on the purchaser and which grants purchaser the right to cancel the agreement
19 without penalty and obtain a refund of any funds deposited at any time until purchaser executes a
20 unit sales agreement.

21 [(26)] **(27)** “Sale” includes every disposition or transfer of a condominium unit, or an interest
22 or estate therein, by a developer, including the offering of the property as a prize or gift when a
23 monetary charge or consideration for whatever purpose is required by the developer. “Interest or
24 estate” includes a lessee’s interest in a unit for more than three years or less than three years if
25 the interest may be renewed under the terms of the lease for a total period of more than three years.
26 “Interest or estate” does not include any interest held for security purposes or a timeshare regu-
27 lated or otherwise exempt under ORS 94.803 and 94.807 to 94.945.

28 [(27)] **(28)** “Special declarant right” means any right, in addition to the regular rights of the
29 declarant as a unit owner, reserved for the benefit of or created by the declarant under the decla-
30 ration, bylaws or the provisions of this chapter.

31 [(28)] **(29)** “Staged condominium” means a condominium which provides for annexation of addi-
32 tional property pursuant to ORS 100.115 and 100.120.

33 [(29)] **(30)** “Successor declarant” means the transferee of any special declarant right.

34 [(30)] **(31)** “Termination date” means that date described in ORS 100.105 (2)(b) or (7)(d).

35 [(31)] **(32)** “Transitional committee” means the committee provided for under ORS 100.205.

36 [(32)] **(33)** “Turnover meeting” means the meeting provided for under ORS 100.210.

37 [(33)] **(34)** “Unit” or “condominium unit” means a part of the property which:

38 (a) Is described in ORS 100.020 (3);

39 (b) Is intended for any type of independent ownership; and

40 (c) The boundaries of which are described pursuant to ORS 100.105 (1)(d).

41 [(34)] **(35)** “Unit designation” means the number, letter or combination thereof designating a unit
42 in the declaration and on the plat.

43 [(35)] **(36)** “Unit owner” means, except to the extent the declaration or bylaws provide other-
44 wise, the person owning fee simple interest in a unit, the holder of a vendee’s interest in a unit
45 under a recorded installment contract of sale and, in the case of a leasehold condominium, the

holder of the leasehold estate in a unit.

[(36)] (37) "Unit sales agreement" means a written offer or agreement for the sale of a condominium unit which when fully executed will be binding on all parties. "Unit sales agreement" includes but is not limited to an earnest money receipt and agreement to purchase and other such agreements which serve as an agreement of sale for a cash transaction or which are preliminary to the execution of an installment contract of sale, but does not include a reservation agreement.

[(37)] (38) "Variable property" means property described in ORS 100.150 (2) and designated as variable property in the declaration and on the plat.

[(38)] (39) "Voting rights" means the portion of the votes allocated to a unit by the declaration in accordance with ORS 100.105 (1)(j).

SECTION 5. Section 6 of this 2013 Act is added to and made a part of ORS 100.005 to 100.625.

SECTION 6. (1) Notwithstanding contrary provisions of a declaration or bylaws of a condominium, a unit owner may install an electric vehicle charging station in compliance with the requirements of this section:

(a) In a space assigned to the unit and used for the parking or storage of automobiles, trucks, boats, campers or other vehicles or equipment; or

(b) In a limited common element with the written approval of the owner of each unit to which use of the limited common element is reserved.

(2) Notwithstanding ORS 479.540, a charging station must be installed by an individual who holds a license, as defined in ORS 479.530, to act as a journeyman electrician.

(3) An association of unit owners:

(a) May not prohibit installation or use of a charging station.

(b) May require a unit owner to submit an application before installing a charging station.

(c) May require the charging station to meet the architectural standards of the condominium.

(d) May impose reasonable restrictions on the installation and use of the charging station that do not significantly increase the cost of the charging station or significantly decrease the efficiency or performance of the charging station.

(e) Shall approve the application within 60 days unless the delay in approving the application is based on a reasonable request for additional information.

(4) The owner of the charging station is responsible for:

(a) All costs associated with installation and use of the charging station, including:

(A) The cost of electricity associated with the charging station; and

(B) The cost of damage to general common elements, limited common elements and areas subject to the exclusive use of other unit owners that results from the installation, use, maintenance, repair, removal or replacement of the charging station.

(b) Disclosure to a prospective buyer of the unit of the existence of the charging station and the related responsibilities of the unit owner under this section.

(5) If the charging station is not a certified electrical product, as defined in ORS 479.530, the owner of the charging station shall:

(a) Maintain a homeowner liability coverage policy in the amount of \$1 million; and

(b) Name the association of unit owners as a named additional insured under the policy with a right to notice of cancellation of the policy.

1 **(6) In any action to enforce compliance with this section, the prevailing party is entitled**
2 **to an award of attorney fees and costs.**

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