

SENATE  
STATE OF MINNESOTA  
NINETY-FOURTH SESSION

S.F. No. 1750

(SENATE AUTHORS: LUCERO, Pha, Coleman and Port)

DATE	D-PG	OFFICIAL STATUS
02/20/2025	463	Introduction and first reading Referred to Judiciary and Public Safety
02/24/2025	494	Author added Port
	524	Withdrawn and re-referred to Housing and Homelessness Prevention
03/17/2025	816a	Comm report: To pass as amended and re-refer to Judiciary and Public Safety
04/07/2025	1693a	Comm report: To pass as amended
	1707	Second reading
05/06/2025	4460	Special Order
	4502	Motion did not prevail to re-refer to Judiciary and Public Safety
	4503a	Amended
	4507	Third reading Passed as amended
05/07/2025	4521	Author stricken Limmer
05/04/2026	9328a	Returned from House with amendment
	9328	Motion to concur with House amendments
	9328	Laid on table
05/06/2026	9944	Taken from table
	9944	Senate concurred and repassed bill
	9945	Third reading Passed as amended

1.1 A bill for an act

1.2 relating to common interest communities; modifying powers and duties of common

1.3 interest communities; modifying rights of a unit owner; modifying threshold for

1.4 termination of a common interest community; requiring dispute resolution options;

1.5 modifying notice of meetings; limiting late fees, fines, and attorney fees; modifying

1.6 foreclosure requirements; prohibiting local governments from requiring creation

1.7 of homeowners associations; amending Minnesota Statutes 2024, sections

1.8 515B.1-103; 515B.2-119; 515B.3-102; 515B.3-103; 515B.3-106; 515B.3-107;

1.9 515B.3-115; 515B.3-1151; 515B.3-116; 515B.4-1021; 515B.4-107; 515B.4-116;

1.10 proposing coding for new law in Minnesota Statutes, chapter 515B.

1.11 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.12 Section 1. Minnesota Statutes 2024, section 515B.1-103, is amended to read:

1.13 **515B.1-103 DEFINITIONS.**

1.14 In the declaration and bylaws, unless specifically provided otherwise or the context

1.15 otherwise requires, and in this chapter:

1.16 (1) "Additional real estate" means real estate that may be added to a flexible common

1.17 interest community.

1.18 (2) "Affiliate of a declarant" means any person who controls, is controlled by, or is under

1.19 common control with a declarant.

1.20 (A) A person "controls" a declarant if the person (i) is a general partner, officer, director,

1.21 or employer of the declarant, (ii) directly or indirectly or acting in concert with one or more

1.22 other persons, or through one or more subsidiaries, owns, controls, holds with power to

1.23 vote, or holds proxies representing, more than 20 percent of the voting interest in the

1.24 declarant, (iii) controls in any manner the election of a majority of the directors of the

1.25 declarant, or (iv) has contributed more than 20 percent of the capital of the declarant.

2.1 (B) A person "is controlled by" a declarant if the declarant (i) is a general partner, officer,  
2.2 director, or employer of the person, (ii) directly or indirectly or acting in concert with one  
2.3 or more other persons, or through one or more subsidiaries, owns, controls, holds with  
2.4 power to vote, or holds proxies representing, more than 20 percent of the voting interest in  
2.5 the person, (iii) controls in any manner the election of a majority of the directors of the  
2.6 person, or (iv) has contributed more than 20 percent of the capital of the person.

2.7 (C) Control does not exist if the powers described in this subsection are held solely as  
2.8 a security interest and have not been exercised.

2.9 (3) "Allocated interests" means the following interests allocated to each unit: (i) in a  
2.10 condominium, the undivided interest in the common elements, the common expense liability,  
2.11 and votes in the association; (ii) in a cooperative, the common expense liability and the  
2.12 ownership interest and votes in the association; and (iii) in a planned community, the common  
2.13 expense liability and votes in the association.

2.14 (4) "Association" means the unit owners' association organized under section 515B.3-101.

2.15 (5) "Board" or "Board of Directors" means the body, regardless of name, designated in  
2.16 the articles of incorporation, bylaws or declaration to act on behalf of the association, or on  
2.17 behalf of a master association when so identified.

2.18 (6) "CIC plat" means a common interest community plat described in section 515B.2-110.

2.19 (7) "Common elements" means all portions of the common interest community other  
2.20 than the units.

2.21 (8) "Common expenses" means expenditures made or liabilities incurred by or on behalf  
2.22 of the association, or master association when so identified, together with any allocations  
2.23 to reserves.

2.24 (9) "Common expense liability" means the liability for common expenses allocated to  
2.25 each unit pursuant to section 515B.2-108.

2.26 (10) "Common interest community" or "CIC" means contiguous or noncontiguous real  
2.27 estate within Minnesota that is subject to an instrument which obligates persons owning a  
2.28 separately described parcel of the real estate, or occupying a part of the real estate pursuant  
2.29 to a proprietary lease, by reason of their ownership or occupancy, to pay for (i) real estate  
2.30 taxes levied against; (ii) insurance premiums payable with respect to; (iii) maintenance of;  
2.31 or (iv) construction, maintenance, repair or replacement of improvements located on, one  
2.32 or more parcels or parts of the real estate other than the parcel or part that the person owns  
2.33 or occupies. Real estate which satisfies the definition of a common interest community is

3.1 a common interest community whether or not it is subject to this chapter. Real estate subject  
3.2 to a master declaration, regardless of when the master declaration was recorded, shall not  
3.3 collectively constitute a separate common interest community unless so stated in the master  
3.4 declaration.

3.5 (11) "Condominium" means a common interest community in which (i) portions of the  
3.6 real estate are designated as units, (ii) the remainder of the real estate is designated for  
3.7 common ownership solely by the owners of the units, and (iii) undivided interests in the  
3.8 common elements are vested in the unit owners.

3.9 (11a) "Construction defect claim" means a civil action or an arbitration proceeding based  
3.10 on any legal theory including, but not limited to, claims under chapter 327A for damages,  
3.11 indemnity, or contribution brought against a development party to assert a claim,  
3.12 counterclaim, cross-claim, or third-party claim for damages or loss to, or the loss of use of,  
3.13 real or personal property caused by a defect in the initial design or construction of an  
3.14 improvement to real property that is part of a common interest community, including an  
3.15 improvement that is constructed on additional real estate pursuant to section 515B.2-111.  
3.16 "Construction defect claim" does not include claims related to subsequent maintenance,  
3.17 repairs, alterations, or modifications to, or the addition of, improvements that are part of  
3.18 the common interest community, and that are contracted for by the association or a unit  
3.19 owner.

3.20 (12) "Conversion property" means real estate on which is located a building that at any  
3.21 time within two years before creation of the common interest community was occupied, in  
3.22 whole or in part, for (i) residential use or (ii) for residential rental purposes by persons other  
3.23 than purchasers and persons who occupy with the consent of purchasers.

3.24 (13) "Cooperative" means a common interest community in which the real estate is  
3.25 owned by an association, each of whose members is entitled to a proprietary lease by virtue  
3.26 of the member's ownership interest in the association.

3.27 (14) "Dealer" means a person in the business of selling units for the person's own account.

3.28 (15) "Declarant" means:

3.29 (i) if the common interest community has been created, (A) any person who has executed  
3.30 a declaration, or a supplemental declaration or amendment to a declaration adding additional  
3.31 real estate, except secured parties, a spouse holding only an inchoate interest, persons whose  
3.32 interests in the real estate will not be transferred to unit owners, or, in the case of a leasehold  
3.33 common interest community, a lessor who possesses no special declarant rights and who

4.1 is not an affiliate of a declarant who possesses special declarant rights, or (B) any person  
4.2 who reserves, or succeeds under section 515B.3-104 to any special declarant rights;

4.3 (ii) any person or persons acting in concert who have offered prior to creation of the  
4.4 common interest community to transfer their interest in a unit to be created and not previously  
4.5 transferred; or

4.6 (iii) if (A) a unit has been restricted to nonresidential use and sold to a purchaser who  
4.7 has agreed to modify or waive, in whole or in part, sections 515B.4-101 to 515B.4-118, and  
4.8 (B) the restriction expires or is modified or terminated such that residential use of the unit  
4.9 is permitted, the unit owner at the time the restriction expires or is so modified or terminated  
4.10 is a declarant with respect to that unit and any improvements subject to use rights by a  
4.11 purchaser of the unit.

4.12 (16) "Declaration" means any instrument, however denominated, that creates a common  
4.13 interest community.

4.14 (16a) "Development party" means an architect, contractor, construction manager,  
4.15 subcontractor, developer, declarant, engineer, or private inspector performing or furnishing  
4.16 the design, supervision, inspection, construction, coordination, or observation of the  
4.17 construction of any improvement to real property that is part of a common interest  
4.18 community, or any of the person's affiliates, officers, directors, shareholders, members, or  
4.19 employees.

4.20 (17) "Dispose" or "disposition" means a voluntary transfer to a purchaser of any legal  
4.21 or equitable interest in the common interest community, but the term does not include the  
4.22 transfer or release of a security interest.

4.23 (17a) "First mortgage" means either (i) if there is only one mortgage encumbering title  
4.24 to a unit, that mortgage, or (ii) if there are multiple mortgages encumbering title to a unit,  
4.25 the mortgage that is first in priority, whether by operation of applicable law or by a properly  
4.26 recorded agreement.

4.27 (17b) "First mortgagee" means the holder of a first mortgage.

4.28 (18) "Flexible common interest community" means a common interest community to  
4.29 which additional real estate may be added.

4.30 (18a) "Governing documents" means the declaration, articles of incorporation, bylaws,  
4.31 and rules and regulations of an association as amended.

5.1 (19) "Leasehold common interest community" means a common interest community in  
5.2 which all or a portion of the real estate is subject to a lease the expiration or termination of  
5.3 which will terminate the common interest community or reduce its size.

5.4 (20) "Limited common element" means a portion of the common elements allocated by  
5.5 the declaration or by operation of section 515B.2-109(c) or (d) for the exclusive use of one  
5.6 or more but fewer than all of the units.

5.7 (21) "Master association" means an entity created on or after June 1, 1994, that directly  
5.8 or indirectly exercises any of the powers set forth in section 515B.3-102 on behalf of one  
5.9 or more members described in section 515B.2-121(b), (i), (ii) or (iii), whether or not it also  
5.10 exercises those powers on behalf of one or more property owners' associations described  
5.11 in section 515B.2-121(b)(iv). A person (i) hired by an association to perform maintenance,  
5.12 repair, accounting, bookkeeping or management services, or (ii) granted authority under an  
5.13 instrument recorded primarily for the purpose of creating rights or obligations with respect  
5.14 to utilities, access, drainage, or recreational amenities, is not, solely by reason of that  
5.15 relationship, a master association.

5.16 (22) "Master declaration" means a written instrument, however named, (i) recorded on  
5.17 or after June 1, 1994, and (ii) complying with section 515B.2-121, subsection (e).

5.18 (23) "Master developer" means a person who is designated in the master declaration as  
5.19 a master developer or, in the absence of such a designation, the owner or owners of the real  
5.20 estate subject to the master declaration at the time the master declaration is recorded, except  
5.21 (i) secured parties and (ii) a spouse holding only an inchoate interest. A master developer  
5.22 is not a declarant unless the master declaration states that the real estate subject to the master  
5.23 declaration collectively is or collectively will be a separate common interest community.

5.24 (24) "Period of declarant control" means the time period provided for in section  
5.25 515B.3-103(c) during which the declarant may appoint and remove officers and directors  
5.26 of the association.

5.27 (25) "Person" means an individual, corporation, limited liability company, partnership,  
5.28 trustee under a trust, personal representative, guardian, conservator, government,  
5.29 governmental subdivision or agency, or other legal or commercial entity capable of holding  
5.30 title to real estate.

5.31 (26) "Planned community" means a common interest community that is not a  
5.32 condominium or a cooperative. A condominium or cooperative may be a part of a planned  
5.33 community.

6.1 (26a) "Property manager" means a person with whom the association contracts to perform  
6.2 management services and includes, without limitation, the property manager's employees  
6.3 and agents.

6.4 (27) "Proprietary lease" means an agreement with a cooperative association whereby a  
6.5 member of the association is entitled to exclusive possession of a unit in the cooperative.

6.6 (28) "Purchaser" means a person, other than a declarant, who by means of a voluntary  
6.7 transfer acquires a legal or equitable interest in a unit other than (i) a leasehold interest of  
6.8 less than 20 years, including renewal options, or (ii) a security interest.

6.9 (29) "Real estate" means any fee simple, leasehold or other estate or interest in, over,  
6.10 or under land, including structures, fixtures, and other improvements and interests that by  
6.11 custom, usage, or law pass with a conveyance of land though not described in the contract  
6.12 of sale or instrument of conveyance. "Real estate" may include spaces with or without upper  
6.13 or lower boundaries, or spaces without physical boundaries.

6.14 (30) "Residential use" means use as a dwelling, whether primary, secondary or seasonal,  
6.15 but not (i) transient use such as hotels or motels, (ii) use for residential rental purposes if  
6.16 the individual dwellings are not separate units or if the individual dwellings are not located  
6.17 on separate parcels of real estate. For purposes of this chapter, a unit is restricted to  
6.18 nonresidential use if the unit is subject to a restriction that prohibits residential use as defined  
6.19 in this section whether or not the restriction also prohibits the uses described in this paragraph.

6.20 (31) "Secured party" means the person owning a security interest as defined in paragraph  
6.21 (32).

6.22 (32) "Security interest" means a perfected interest in real estate or personal property,  
6.23 created by contract or conveyance, which secures payment or performance of an obligation.  
6.24 The term includes a mortgagee's interest in a mortgage, a vendor's interest in a contract for  
6.25 deed, a lessor's interest in a lease intended as security, a holder's interest in a sheriff's  
6.26 certificate of sale during the period of redemption, an assignee's interest in an assignment  
6.27 of leases or rents intended as security, in a cooperative, a lender's interest in a member's  
6.28 ownership interest in the association, a pledgee's interest in the pledge of an ownership  
6.29 interest, or any other interest intended as security for an obligation under a written agreement.

6.30 (33a) This definition of special declarant rights applies only to common interest  
6.31 communities created before August 1, 2010. "Special declarant rights" means rights reserved  
6.32 in the declaration for the benefit of a declarant to:

7.1 (i) complete improvements indicated on the CIC plat, planned by the declarant consistent  
7.2 with the disclosure statement or authorized by the municipality in which the CIC is located;

7.3 (ii) add additional real estate to a common interest community;

7.4 (iii) subdivide or combine units, or convert units into common elements, limited common  
7.5 elements, or units;

7.6 (iv) maintain sales offices, management offices, signs advertising the common interest  
7.7 community, and models;

7.8 (v) use easements through the common elements for the purpose of making improvements  
7.9 within the common interest community or any additional real estate;

7.10 (vi) create a master association and provide for the exercise of authority by the master  
7.11 association over the common interest community or its unit owners;

7.12 (vii) merge or consolidate a common interest community with another common interest  
7.13 community of the same form of ownership; or

7.14 (viii) appoint or remove any officer or director of the association, or the master association  
7.15 where applicable, during any period of declarant control.

7.16 (33b) This definition of special declarant rights applies only to common interest  
7.17 communities created on or after August 1, 2010. "Special declarant rights" means rights  
7.18 reserved in the declaration for the benefit of a declarant and expressly identified in the  
7.19 declaration as special declarant rights. Such special declarant rights may include but are not  
7.20 limited to the following:

7.21 (i) to complete improvements indicated on the CIC plat, planned by the declarant  
7.22 consistent with the disclosure statement or authorized by the municipality in which the  
7.23 common interest community is located, and to have and use easements for itself and its  
7.24 employees, agents, and contractors through the common elements for such purposes;

7.25 (ii) to add additional real estate to a common interest community;

7.26 (iii) to subdivide or combine units, or convert units into common elements, limited  
7.27 common elements and/or units, pursuant to section 515B.2-112;

7.28 (iv) to maintain and use sales offices, management offices, signs advertising the common  
7.29 interest community, and models, and to have and use easements for itself and its employees,  
7.30 agents, and invitees through the common elements for such purposes;

7.31 (v) to appoint or remove any officer or director of the association during any period of  
7.32 declarant control;

8.1 (vi) to utilize an alternate common expense plan as provided in section 515B.3-115(a)(2);  
 8.2 (vii) to grant common element licenses as provided in section 515B.2-109(e); or  
 8.3 (viii) to review, and approve or disapprove, the exterior design, materials, size, site  
 8.4 location, and other exterior features of buildings and other structures, landscaping and other  
 8.5 exterior improvements, located within the common interest community, and any  
 8.6 modifications or alterations thereto.

8.7 Special declarant rights shall not be reserved or utilized for the purpose of evading any  
 8.8 limitation or obligation imposed on declarants by this chapter.

8.9 (34) "Time share" means a right to occupy a unit or any of several units during three or  
 8.10 more separate time periods over a period of at least three years, including renewal options,  
 8.11 whether or not coupled with a fee title interest in the common interest community or a  
 8.12 specified portion thereof.

8.13 (35) "Unit" means a portion of a common interest community the boundaries of which  
 8.14 are described in the common interest community's declaration and which is intended for  
 8.15 separate ownership, or separate occupancy pursuant to a proprietary lease.

8.16 (36) "Unit identifier" means English letters or Arabic numerals, or a combination thereof,  
 8.17 which identify only one unit in a common interest community and which meet the  
 8.18 requirements of section 515B.2-104.

8.19 (37) "Unit owner" means a declarant or other person who owns a unit, a lessee under a  
 8.20 proprietary lease, or a lessee of a unit in a leasehold common interest community whose  
 8.21 lease expires simultaneously with any lease the expiration or termination of which will  
 8.22 remove the unit from the common interest community, but does not include a secured party.  
 8.23 In a common interest community, the declarant is the unit owner of a unit until that unit has  
 8.24 been conveyed to another person.

8.25 **EFFECTIVE DATE.** This section is effective the day following final enactment.

8.26 Sec. 2. Minnesota Statutes 2024, section 515B.2-119, is amended to read:

8.27 **515B.2-119 TERMINATION OF COMMON INTEREST COMMUNITY.**

8.28 (a) Except as otherwise provided in this chapter, a common interest community may be  
 8.29 terminated as follows:

8.30 (1) if a common interest community consists entirely of detached, single-family dwellings  
 8.31 that does not include any common elements and the association has no maintenance  
 8.32 obligations for any building that contains a dwelling, the common interest community may

9.1 be terminated only by the written agreement of unit owners of units to which at least 67  
9.2 percent of the votes in the association are allocated, provided that agreement shall be deemed  
9.3 to have been provided by any unit owner who has not otherwise indicated a preference and  
9.4 whose written refusal to agree is not received by the association within 60 days after the  
9.5 association has provided notice of the proposed termination by certified United States mail,  
9.6 postage prepaid, and return receipt requested. Termination of the common interest community  
9.7 does not relieve the association of its obligations under any contract other than the  
9.8 declaration; or

9.9 (2) a common interest community not subject to clause (1) may be terminated only by  
9.10 agreement of unit owners of units to which at least 80 percent of the votes in the association  
9.11 are allocated, and 80 percent of the first mortgagees of units (each mortgagee having one  
9.12 vote per unit financed), or any larger percentage the declaration specifies. The declaration  
9.13 may specify a smaller percentage only if all of the units are restricted to nonresidential use.

9.14 (b) An agreement to terminate shall be evidenced by a written agreement, executed in  
9.15 the same manner as a deed by the number of unit owners and first mortgagees of units  
9.16 required by subsection (a). The agreement shall specify a date after which the agreement  
9.17 shall be void unless recorded before that date. The agreement shall also specify a date by  
9.18 which the termination of the common interest community and the winding up of its affairs  
9.19 must be accomplished. A certificate of termination executed by the association evidencing  
9.20 the termination shall be recorded on or before the termination date, or the agreement to  
9.21 terminate shall be revoked. The agreement to terminate, or a memorandum thereof, and the  
9.22 certificate of termination shall be recorded in every county in which a portion of the common  
9.23 interest community is situated and is effective only upon recording.

9.24 (c) In the case of a condominium or planned community containing only units having  
9.25 upper and lower boundaries, a termination agreement may provide that all of the common  
9.26 elements and units of the common interest community must be sold following termination.  
9.27 If, pursuant to the agreement, any real estate in the common interest community is to be  
9.28 sold following termination, the termination agreement shall set forth the minimum terms  
9.29 of sale acceptable to the association.

9.30 (d) In the case of a condominium or planned community containing any units not having  
9.31 upper and lower boundaries, a termination agreement may provide for sale of the common  
9.32 elements, but it may not require that the units be sold following termination, unless the  
9.33 original declaration provided otherwise or all unit owners whose units are to be sold consent  
9.34 to the sale. If, pursuant to the agreement, any real estate in the common interest community

10.1 is to be sold following termination, the termination agreement shall set forth the minimum  
10.2 terms of sale acceptable to the association.

10.3 (e) The association, on behalf of the unit owners, shall have authority to contract for the  
10.4 sale of real estate in a common interest community pursuant to this section, subject to the  
10.5 required approval. The agreement to terminate shall be deemed to grant to the association  
10.6 a power of attorney coupled with an interest to effect the conveyance of the real estate on  
10.7 behalf of the holders of all interests in the units, including without limitation the power to  
10.8 execute all instruments of conveyance and related instruments. Until the sale has been  
10.9 completed, all instruments in connection with the sale have been executed and the sale  
10.10 proceeds distributed, the association shall continue in existence with all powers it had before  
10.11 termination.

10.12 (1) The instrument conveying or creating the interest in the common interest community  
10.13 shall include as exhibits (i) an affidavit of the secretary of the association certifying that the  
10.14 approval required by this section has been obtained and (ii) a schedule of the names of all  
10.15 unit owners in the common interest community as of the date of the approval.

10.16 (2) Proceeds of the sale shall be distributed to unit owners and secured parties as their  
10.17 interests may appear, in accordance with subsections (h), (i), (j), and (k).

10.18 (3) Unless otherwise specified in the agreement of termination, until the association has  
10.19 conveyed title to the real estate, each unit owner and the unit owner's successors in interest  
10.20 have an exclusive right to occupancy of the portion of the real estate that formerly constituted  
10.21 the unit. During the period of that occupancy, each unit owner and the unit owner's successors  
10.22 in interest remain liable for all assessments and other obligations imposed on unit owners  
10.23 by this chapter, the declaration or the bylaws.

10.24 (f) The legal description of the real estate constituting the common interest community  
10.25 shall, upon the date of recording of the certificate of termination referred to in subsection  
10.26 (b), be as follows:

10.27 (1) In a planned community utilizing a CIC plat complying with section 515B.2-110(d)(1)  
10.28 and (2), the lot and block description contained in the CIC plat, and any amendments thereto,  
10.29 subject to any subsequent conveyance or taking of a fee interest in any part of the property.

10.30 (2) In a condominium or cooperative, or a planned community utilizing a CIC plat  
10.31 complying with section 515B.2-110(c), the underlying legal description of the real estate  
10.32 as set forth in the declaration creating the common interest community, and any amendments  
10.33 thereto, subject to any subsequent conveyance or taking of a fee interest in any part of the  
10.34 property.

11.1 (3) The legal description referred to in this subsection shall apply upon the recording of  
11.2 the certificate of termination. The recording officer for each county in which the common  
11.3 interest community is located shall index the property located in that county in its records  
11.4 under the legal description required by this subsection from and after the date of recording  
11.5 of the certificate of termination. In the case of registered property, the registrar of titles shall  
11.6 cancel the existing certificates of title with respect to the property and issue one or more  
11.7 certificates of title for the property utilizing the legal description required by this subsection.

11.8 (g) In a condominium or planned community, if the agreement to terminate provides  
11.9 that the real estate constituting the common interest community is not to be sold following  
11.10 termination, title to the common elements and, in a common interest community containing  
11.11 only units having upper and lower boundaries described in the declaration, title to all the  
11.12 real estate in the common interest community, vests in the unit owners upon termination as  
11.13 tenants in common in proportion to their respective interest as provided in subsection (k),  
11.14 and liens on the units shift accordingly. While the tenancy in common exists, each unit  
11.15 owner and the unit owner's successors in interest have an exclusive right to occupancy of  
11.16 the portion of the real estate that formerly constituted the unit.

11.17 (h) The proceeds of any sale of real estate pursuant to subsection (e), together with the  
11.18 assets of the association, shall be held by the association as trustee for unit owners, secured  
11.19 parties and other holders of liens on the units as their interests may appear. Before distributing  
11.20 any proceeds, the association shall have authority to deduct from the proceeds of sale due  
11.21 with respect to the unit (i) unpaid assessments levied by the association with respect to the  
11.22 unit, (ii) unpaid real estate taxes or special assessments due with respect to the unit, and  
11.23 (iii) the share of expenses of sale and winding up of the association's affairs with respect to  
11.24 the unit.

11.25 (i) Following termination of a condominium or planned community, creditors of the  
11.26 association holding liens on the units perfected before termination may enforce those liens  
11.27 in the same manner as any lienholder, in order of priority based upon their times of perfection.  
11.28 All other creditors of the association are to be treated as if they had perfected liens on the  
11.29 units immediately before termination.

11.30 (j) In a cooperative, the declaration may provide that all creditors of the association have  
11.31 priority over any interests of unit owners and creditors of unit owners. In that event, following  
11.32 termination, creditors of the association holding liens on the cooperative which were perfected  
11.33 before termination may enforce their liens in the same manner as any lienholder, in order  
11.34 of priority based upon their times of perfection. All other creditors of the association shall  
11.35 be treated as if they had perfected a lien against the cooperative immediately before

12.1 termination. Unless the declaration provides that all creditors of the association have that  
12.2 priority:

12.3 (1) the lien of each creditor of the association which was perfected against the association  
12.4 before termination becomes, upon termination, a lien against each unit owner's interest in  
12.5 the unit as of the date the lien was perfected;

12.6 (2) any other creditor of the association is to be treated upon termination as if the creditor  
12.7 had perfected a lien against each unit owner's interest immediately before termination;

12.8 (3) the amount of the lien of an association's creditor described in paragraphs (1) and  
12.9 (2) against each of the unit owners' interest shall be proportionate to the ratio which each  
12.10 unit's common expense liability bears to the common expense liability of all of the units;

12.11 (4) the lien of each creditor of each unit owner which was perfected before termination  
12.12 continues as a lien against that unit owner's interest in the unit as of the date the lien was  
12.13 perfected; and

12.14 (5) the assets of the association shall be distributed to all unit owners and all lienholders  
12.15 as their interests may appear in the order described in this section. Creditors of the association  
12.16 are not entitled to payment from any unit owner in excess of the amount of the creditor's  
12.17 lien against that unit owner's interest.

12.18 (k) The respective interest of unit owners referred to in subsections (e), (f), (g), (h) and  
12.19 (i) are as follows:

12.20 (1) Except as provided in paragraph (2), the respective interests of unit owners are the  
12.21 fair market values of their units, allocated interests, and any limited common elements  
12.22 immediately before the termination, as determined by one or more independent appraisers  
12.23 selected by the association. The decision of the independent appraisers must be distributed  
12.24 to the unit owners and becomes final unless disapproved within 30 days after distribution  
12.25 by unit owners of units to which 25 percent of the votes in the association are allocated.  
12.26 The proportion of any unit's interest to that of all units is determined by dividing the fair  
12.27 market value of that unit by the total fair market values of all the units.

12.28 (2) If any unit or any limited common element is destroyed to the extent that an appraisal  
12.29 of the fair market value thereof before destruction cannot be made, the interests of all unit  
12.30 owners shall be measured by: (i) in a condominium, their allocations of common element  
12.31 interests immediately before the termination, (ii) in a cooperative, their respective ownership  
12.32 interests immediately before the termination, and (iii) in a planned community, their  
12.33 respective allocations of common expenses immediately before the termination.

13.1 (l) In a condominium or planned community, except as provided in subsection (m),  
13.2 foreclosure or enforcement of a lien or encumbrance against the entire common interest  
13.3 community does not terminate, of itself, the common interest community, and foreclosure  
13.4 or enforcement of a lien or encumbrance against a portion of the common interest community  
13.5 does not withdraw that portion from the common interest community.

13.6 (m) In a condominium or planned community, if a lien or encumbrance against a portion  
13.7 of the real estate comprising the common interest community has priority over the declaration  
13.8 and the lien or encumbrance has not been partially released, the parties foreclosing the lien  
13.9 or encumbrance, upon foreclosure, may record an instrument excluding the real estate subject  
13.10 to that lien or encumbrance from the common interest community.

13.11 (n) Following the termination of a common interest community in accordance with this  
13.12 section, the association shall be dissolved in accordance with law.

13.13 **EFFECTIVE DATE.** This section is effective January 1, 2027, and applies to all  
13.14 terminations under this section initiated on or after that date.

13.15 Sec. 3. Minnesota Statutes 2024, section 515B.3-102, is amended to read:

13.16 **515B.3-102 POWERS AND DUTIES OF UNIT OWNERS' ASSOCIATION.**

13.17 (a) Except as provided in subsections (b), (c), (d), (e), and (f) and subject to the provisions  
13.18 of the declaration or bylaws, the association shall have the power to:

13.19 (1) adopt, amend and revoke rules and regulations not inconsistent with the articles of  
13.20 incorporation, bylaws and declaration, as follows: (i) regulating the use of the common  
13.21 elements; (ii) regulating the use of the units, and conduct of unit occupants, which may  
13.22 jeopardize the health, safety or welfare of other occupants, which involves noise or other  
13.23 disturbing activity, or which may damage the common elements or other units; (iii) regulating  
13.24 or prohibiting animals; (iv) regulating changes in the appearance of the common elements  
13.25 and conduct which may damage the common interest community; (v) regulating the exterior  
13.26 appearance of the common interest community, including, for example, balconies and patios,  
13.27 window treatments, and signs and other displays, regardless of whether inside a unit; (vi)  
13.28 implementing the articles of incorporation, declaration and bylaws, and exercising the  
13.29 powers granted by this section; and (vii) otherwise facilitating the operation of the common  
13.30 interest community. Rules and regulations adopted must be reasonable. An association must  
13.31 give unit owners no less than 21 days' notice before the association votes to adopt, amend,  
13.32 or revoke a rule or regulation to review and comment on the proposed change. Notice may  
13.33 be provided in any reasonable manner. An association may adopt a temporary rule without

14.1 notice in exigent circumstances, provided the board acts as soon as practicable to give the  
14.2 requisite notice to unit owners before adopting the rule permanently. Nothing in this chapter  
14.3 prevents the unit owners from asking the board to adopt, amend, or revoke a rule or  
14.4 regulation;

14.5 (2) adopt and amend budgets for revenues, expenditures and reserves, and levy and  
14.6 collect assessments for common expenses from unit owners;

14.7 (3) hire and discharge managing agents and other employees, agents, and independent  
14.8 contractors;

14.9 (4) institute, defend, or intervene in litigation or administrative proceedings (i) in its  
14.10 own name on behalf of itself or two or more unit owners on matters affecting the common  
14.11 elements or other matters affecting the common interest community or, (ii) with the consent  
14.12 of the owners of the affected units on matters affecting only those units;

14.13 (5) make contracts and incur liabilities;

14.14 (6) regulate the use, maintenance, repair, replacement, and modification of the common  
14.15 elements and the units;

14.16 (7) cause improvements to be made as a part of the common elements, and, in the case  
14.17 of a cooperative, the units;

14.18 (8) acquire, hold, encumber, and convey in its own name any right, title, or interest to  
14.19 real estate or personal property, but (i) common elements in a condominium or planned  
14.20 community may be conveyed or subjected to a security interest only pursuant to section  
14.21 515B.3-112, or (ii) part of a cooperative may be conveyed, or all or part of a cooperative  
14.22 may be subjected to a security interest, only pursuant to section 515B.3-112;

14.23 (9) grant or amend easements for public utilities, public rights-of-way or other public  
14.24 purposes, and cable television or other communications, through, over or under the common  
14.25 elements; grant or amend easements, leases, or licenses to unit owners for purposes authorized  
14.26 by the declaration; and, subject to approval by a vote of unit owners other than declarant  
14.27 or its affiliates, grant or amend other easements, leases, and licenses through, over or under  
14.28 the common elements;

14.29 (10) impose and receive any payments, fees, or charges for the use, rental, or operation  
14.30 of the common elements, other than limited common elements, and for services provided  
14.31 to unit owners;

14.32 (11) ~~impose interest and late charges for late payment of assessments and, after notice~~  
14.33 ~~and an opportunity to be heard before the board or a committee appointed by it, levy~~

15.1 ~~reasonable fines for violations of the declaration, bylaws, and rules and regulations of the~~  
15.2 ~~association, provided that attorney fees and costs must not be charged or collected from a~~  
15.3 ~~unit owner who disputes a fine or assessment and, if after the homeowner requests a hearing~~  
15.4 ~~and a hearing is held by the board or a committee of the board, the board does not adopt a~~  
15.5 ~~resolution levying the fine or upholding the assessment against the unit owner or owner's~~  
15.6 ~~unit; unless, at a board meeting, a greater amount is approved by owners of units to which~~  
15.7 ~~a majority of the votes in the association are allocated, impose a fine not to exceed \$100~~  
15.8 ~~for a single violation of the declaration, bylaws, and rules and regulations, except the~~  
15.9 ~~association may impose a fine greater than \$100 for a subsequent violation for the same~~  
15.10 ~~conduct, or if the violation:~~

15.11 (i) has a serious and immediate impact on the health or safety of a resident, occupant,  
15.12 or guest;

15.13 (ii) causes physical damage to another unit or a common element; or

15.14 (iii) involves using the property for financial enrichment, including renting or offering  
15.15 for rent a unit in violation of the declaration, bylaws, or a rule or regulation prohibiting  
15.16 short-term or long-term rentals.

15.17 A unit owner pursuant to section 515B.3-115(g) or 515B.3-1151(g), after receiving notice  
15.18 of a violation or a notice of an assessment, has the opportunity to be heard before the board  
15.19 or a committee appointed by it to contest the fine or assessment. A unit owner, within 30  
15.20 days after receipt of the notice, must request a hearing, unless the declaration provides for  
15.21 a different period. The unit owner has the right to be advised by an attorney or a designated  
15.22 representative at the hearing. If a hearing is requested by a unit owner, attorney fees and  
15.23 costs must not be charged or collected from a unit owner unless the hearing is held and the  
15.24 board or committee adopts a final resolution upholding the fine or assessment against the  
15.25 unit owner or owner's unit. The association must provide, in any reasonable manner, a copy  
15.26 of the final resolution within 30 days of its adoption. The resolution must contain an  
15.27 explanation for upholding the fine or assessment to the unit owner.

15.28 If the association's governing documents authorize the association to impose fines for  
15.29 violations of the governing documents, an association must provide a list of fines for common  
15.30 violations of the governing documents and a description of the remedies available to the  
15.31 association to every unit owner in any reasonable manner, including but not limited to  
15.32 electronic mailing or posting on the association's website, including when the schedule is  
15.33 amended by the association;

16.1 (12) impose reasonable charges for the review, preparation and recordation of  
16.2 amendments to the declaration; or resale certificates required by section 515B.4-107,  
16.3 ~~statements of unpaid assessments~~, or furnishing copies of association records;

16.4 (13) provide for the indemnification of its officers and directors, and maintain directors'  
16.5 and officers' liability insurance;

16.6 (14) provide for reasonable procedures governing the conduct of meetings and election  
16.7 of directors;

16.8 (15) exercise any other powers conferred by law, or by the declaration, articles of  
16.9 incorporation or bylaws; ~~and~~

16.10 (16) exercise any other powers necessary and proper for the governance and operation  
16.11 of the association;

16.12 (17) impose interest only on delinquent assessments for common expenses or special  
16.13 assessments not to exceed eight percent; and

16.14 (18) impose a fee for late payment of common expenses and special assessments not to  
16.15 exceed the greater of \$20 or five percent of the amount owed.

16.16 (b) Notwithstanding subsection (a) the declaration or bylaws may not impose limitations  
16.17 on the power of the association to deal with the declarant which are more restrictive than  
16.18 the limitations imposed on the power of the association to deal with other persons.

16.19 (c) An association that levies a fine pursuant to subsection (a)(11), or an assessment  
16.20 pursuant to section 515B.3-115(g), or 515B.3-1151(g), must provide a dated, written notice  
16.21 to a unit owner that:

16.22 (1) states the amount and reason for the fine or assessment;

16.23 (2) for fines levied under section 515B.3-102(a)(11), specifies: (i) the violation for which  
16.24 a fine is being levied and the date of the levy; and (ii) the specific section of the declaration,  
16.25 bylaws, rules, or regulations allegedly violated;

16.26 (3) for assessments levied under section 515B.3-115(g) or 515B.3-1151(g), identifies:  
16.27 (i) the damage caused; and (ii) the act or omission alleged to have caused the damage;

16.28 (4) states that ~~all~~ unpaid fines for certain violations subject to section 515B.3-116(h),  
16.29 and all assessments are liens which, if not satisfied, could lead to foreclosure of the lien  
16.30 against the owner's unit;

16.31 (5) describes the unit owner's right to be heard by the board or a committee appointed  
16.32 by the board and the steps a unit owner must take to schedule the hearing;

17.1 (6) states that if the assessment, fine, late fees, and other allowable charges are not paid,  
17.2 the amount may increase as a result of the imposition of attorney fees and other collection  
17.3 costs; and

17.4 (7) informs the unit owner that homeownership ~~assistance~~ advice is available from the  
17.5 Minnesota Homeownership Center and dispute resolution and other information services  
17.6 are available from the common interest community ombudsperson.

17.7 (d) Notwithstanding subsection (a), powers exercised under this section must comply  
17.8 with sections 500.215, 500.216, and 500.217.

17.9 (e) Notwithstanding subsection (a)(4) or any other provision of this chapter, the  
17.10 association, before instituting litigation or arbitration involving construction defect claims  
17.11 against a development party, shall:

17.12 (1) mail or deliver written notice of the anticipated commencement of the action to each  
17.13 unit owner at the addresses, if any, established for notices to owners in the declaration and,  
17.14 if the declaration does not state how notices are to be given to owners, to the owner's last  
17.15 known address. The notice shall specify the nature of the construction defect claims to be  
17.16 alleged, the relief sought, and the manner in which the association proposes to fund the cost  
17.17 of pursuing the construction defect claims; and

17.18 (2) obtain the approval of owners of units to which a majority of the total votes in the  
17.19 association are allocated. Votes allocated to units owned by the declarant, an affiliate of the  
17.20 declarant, or a mortgagee who obtained ownership of the unit through a foreclosure sale  
17.21 are excluded. The association may obtain the required approval by a vote at an annual or  
17.22 special meeting of the members or, if authorized by the statute under which the association  
17.23 is created and taken in compliance with that statute, by a vote of the members taken by  
17.24 electronic means or mailed ballots. If the association holds a meeting and voting by electronic  
17.25 means or mailed ballots is authorized by that statute, the association shall also provide for  
17.26 voting by those methods. Section 515B.3-110(c) applies to votes taken by electronic means  
17.27 or mailed ballots, except that the votes must be used in combination with the vote taken at  
17.28 a meeting and are not in lieu of holding a meeting, if a meeting is held, and are considered  
17.29 for purposes of determining whether a quorum was present. Proxies may not be used for a  
17.30 vote taken under this paragraph unless the unit owner executes the proxy after receipt of  
17.31 the notice required under subsection (e)(1) and the proxy expressly references this notice.

17.32 (f) The association may intervene in a litigation or arbitration involving a construction  
17.33 defect claim or assert a construction defect claim as a counterclaim, crossclaim, or third-party  
17.34 claim before complying with subsections (e)(1) and (e)(2) but the association's complaint

18.1 in an intervention, counterclaim, crossclaim, or third-party claim shall be dismissed without  
18.2 prejudice unless the association has complied with the requirements of subsection (e) within  
18.3 90 days of the association's commencement of the complaint in an intervention or the  
18.4 assertion of the counterclaim, crossclaim, or third-party claim.

18.5 (g) An association may not refuse to accept payment from an owner of any amount for  
18.6 any assessment, fine, or fee, except if the association has commenced a foreclosure under  
18.7 chapter 580 or 581. Acceptance of a payment does not constitute a waiver of any claim or  
18.8 defense the association may assert. Nothing in this paragraph affects the unit owner's right  
18.9 to reinstate under section 580.30.

18.10 (h) A payment by a unit owner must be applied to assessments for common expenses  
18.11 and special assessments first before it is applied to fines, fees, or other assessments, except  
18.12 that the payment can be applied:

18.13 (1) in a different manner upon the agreement of the unit owner and the association; or

18.14 (2) by the association to fines that remain unpaid for more than 120 days if the fine is  
18.15 for a violation that:

18.16 (i) has a serious and immediate impact on the health or safety of a resident, occupant,  
18.17 or guest;

18.18 (ii) causes physical damage to another unit or a common element; or

18.19 (iii) involves using the property for financial enrichment, including renting or offering  
18.20 for rent a unit in violation of the declaration, bylaws, or a rule or regulation prohibiting  
18.21 short-term or long-term rentals, as provided under subsection (a)(11).

18.22 An association must consider offering a reasonable payment plan for a delinquency.

18.23 (i) A board must allow a unit owner to present, orally or in writing, a grievance to the  
18.24 board or a committee appointed by the board on a matter other than a fine governed under  
18.25 subsection (a)(11), or an application to alter a unit under section 515B.3-107(e). The board  
18.26 must make a good faith effort to resolve the grievance or, if resolution is not achieved, refer  
18.27 the unit owner to the common interest community ombudsperson. An association may not  
18.28 impose any fees or charges on the unit owner for making the presentation.

18.29 **EFFECTIVE DATE.** This section is effective January 1, 2027, and applies to action  
18.30 taken by an association on or after that date.

19.1 Sec. 4. Minnesota Statutes 2025 Supplement, section 515B.3-103, is amended to read:

19.2 **515B.3-103 BOARD OF DIRECTORS, OFFICERS AND DECLARANT**  
19.3 **CONTROL.**

19.4 (a) An association shall be governed by a board of directors whose appointment or  
19.5 election shall occur no later than the date of creation of the common interest community  
19.6 and shall be reflected in the association's records. Except as expressly prohibited by the  
19.7 declaration, the articles of incorporation, bylaws, subsection (b), or other provisions of this  
19.8 chapter, the board may act in all instances on behalf of the association. In the performance  
19.9 of their duties, the officers and directors are required to exercise (i) if appointed by the  
19.10 declarant, the care required of fiduciaries of the unit owners and (ii) if elected by the unit  
19.11 owners, the care required of a director by section 302A.251, 308B.455, 308C.455, or  
19.12 317A.251, as applicable. The officers and directors appointed by the declarant shall have  
19.13 a duty to fulfill, and to cause the association to fulfill, their respective obligations under the  
19.14 declaration, bylaws, articles of incorporation, and this chapter and to enforce the provisions  
19.15 of the declaration, bylaws, articles of incorporation, and this chapter against all unit owners,  
19.16 including the declarant and its affiliates, in a uniform and fair manner. The standards of  
19.17 conduct for officers and directors set forth in this subsection shall also apply to the officers  
19.18 and directors of master associations in the exercise of their duties on behalf of the master  
19.19 association.

19.20 (b) The board may not act unilaterally to amend the declaration, to terminate the common  
19.21 interest community, to elect directors to the board, or to determine the qualifications, powers  
19.22 and duties, or terms of office of directors, but the board may fill vacancies in its membership  
19.23 created other than by removal by the vote of the association members for the unexpired  
19.24 portion of any term.

19.25 (c) The declaration may provide for a period of declarant control of the association,  
19.26 during which a declarant, or persons designated by the declarant, may appoint and remove  
19.27 the officers and directors of the association. The period of declarant control begins on the  
19.28 date of creation of the common interest community and terminates upon the earliest of the  
19.29 following events: (i) five years after the date of the first conveyance of a unit to a unit owner  
19.30 other than a declarant in the case of a flexible common interest community or three years  
19.31 in the case of any other common interest community, (ii) the declarant's voluntary surrender  
19.32 of control by giving written notice to the unit owners pursuant to section 515B.1-115, or  
19.33 (iii) the conveyance of 75 percent of the units to unit owners other than a declarant.

19.34 (d) The board shall cause a meeting of the unit owners to be called, as follows:

20.1 (1) If the period of declarant control has terminated pursuant to subsection (c), a meeting  
20.2 of the unit owners shall be called and held within 60 days after said termination, at which  
20.3 the board shall be appointed or elected by all unit owners, including declarant, subject to  
20.4 the requirements of subsection (e).

20.5 (2) If 50 percent of the units that a declarant is authorized by the declaration to create  
20.6 have been conveyed prior to the termination of the declarant control period, a meeting of  
20.7 the unit owners shall be called and held within 60 days thereafter, at which not less than  
20.8 33-1/3 percent of the members of the board shall be elected by unit owners other than a  
20.9 declarant or an affiliate of a declarant.

20.10 (3) If the board fails or refuses to cause a meeting of the unit owners required to be called  
20.11 pursuant to subsection (d), then the unit owners other than a declarant and its affiliates may  
20.12 cause the meeting to be called pursuant to the applicable provisions of the law under which  
20.13 the association was created. The declarant and its affiliates shall be deemed to be present  
20.14 at the meeting for purposes of establishing a quorum regardless of their failure to attend the  
20.15 meeting.

20.16 (e) Following the termination of any period of declarant control, the unit owners shall  
20.17 appoint or elect the board. All unit owners, including the declarant and its affiliates, may  
20.18 cast the votes allocated to any units owned by them. The board shall thereafter be subject  
20.19 to the following:

20.20 (1) Unless otherwise approved by a vote of unit owners other than the declarant or an  
20.21 affiliate of the declarant, a majority of the directors shall be unit owners or a natural person  
20.22 designated by a unit owner that is not a natural person, other than a declarant or an affiliate  
20.23 of a declarant. The remaining directors need not be unit owners unless required by the  
20.24 articles of incorporation or bylaws.

20.25 (2) Subject to the requirements of subsection (e)(1), the articles of incorporation or  
20.26 bylaws may authorize the declarant or a person designated by the declarant to appoint one  
20.27 director, who need not be a member. The articles of incorporation or bylaws shall not be  
20.28 amended to change or terminate the authorization to appoint one director without the written  
20.29 consent of the declarant or other person possessing the power to appoint.

20.30 (3) Subject to the requirements of subsection (e)(1), the articles of incorporation or  
20.31 bylaws may authorize special classes of directors and director voting rights, as follows: (i)  
20.32 classes of directors, (ii) the appointment or election of directors in certain classes by certain  
20.33 classes of members, or (iii) class voting by classes of directors on issues affecting only a  
20.34 certain class or classes of members, units, or other parcels of real estate, or to otherwise

21.1 protect the legitimate interest of such class or classes. No person may utilize such special  
21.2 classes or class voting for the purpose of evading any limitation imposed on declarants by  
21.3 this chapter.

21.4 (4) The board shall elect the officers. The directors and officers shall take office upon  
21.5 election. Elections of directors must occur regularly, as provided in section 515B.3-108.  
21.6 Each term of a director must not exceed three years, provided there is no limit on the number  
21.7 of terms a director may serve. The terms of directors must be staggered, unless the duration  
21.8 of the terms is one year or less. If filling a vacancy on the board of directors, the director  
21.9 will serve the remainder of the term vacated until a new election is held at the end of the  
21.10 term as provided in section 515B.3-108.

21.11 (f) In determining whether the period of declarant control has terminated under subsection  
21.12 (c), or whether unit owners other than a declarant are entitled to elect members of the board  
21.13 of directors under subsection (d), the percentage of the units conveyed shall be calculated  
21.14 using as a numerator the number of units conveyed and as a denominator the number of  
21.15 units subject to the declaration plus the number of units which the declarant is authorized  
21.16 by the declaration to create on any additional real estate. The percentages referred to in  
21.17 subsections (c) and (d) shall be calculated without reference to units that are auxiliary to  
21.18 other units, such as garage units or storage units. A person shall not use a master association  
21.19 or other device to evade the requirements of this section.

21.20 (g) Except as otherwise provided in this subsection, all meetings of the board of directors  
21.21 must be open to the unit owners. ~~To the extent practicable,~~ The board shall give reasonable  
21.22 notice to the unit owners of the date, time, and place of a board meeting. The board must  
21.23 make the meeting agenda, and contracts or other documents the board intends to approve  
21.24 or disapprove at the board meeting, available to unit owners in any reasonable manner,  
21.25 including but not limited to electronic mailing or posting on the association's website. The  
21.26 requirement to make documents available to unit owners does not apply to documents related  
21.27 to items discussed at a closed meeting of the board. If the date, time, and place of meetings  
21.28 are provided for in the declaration, articles, or bylaws, announced at a previous meeting of  
21.29 the board, posted in a location accessible to the unit owners and designated by the board  
21.30 from time to time, or if an emergency requires immediate consideration of a matter by the  
21.31 board, notice is not required. "Notice" has the meaning given in section 317A.011,  
21.32 subdivision 14. Before any action is taken on an agenda item at any board meeting open to  
21.33 unit owners, a unit owner, or a person designated in writing by the owner, must be permitted  
21.34 to speak at a time designated by the board on an agenda item. To the extent known, a unit  
21.35 owner must make a good faith attempt to notify the board in advance of the owner's intent

22.1 to speak on an agenda item at the meeting. Nothing prohibits a unit owner from requesting  
22.2 that an item be added to the agenda or providing a written comment to the board in advance  
22.3 of the meeting. The board may place a reasonable limit on the time a member is allowed to  
22.4 speak and may, after a warning by the chair of the meeting, expel any person who disrupts  
22.5 the meeting or causes a disturbance. A board may not impose a fine for exercising the right  
22.6 to speak or provide a written statement. Meetings may be closed to discuss the following:

22.7 (1) personnel matters;

22.8 (2) pending or potential litigation, arbitration or other potentially adversarial proceedings,  
22.9 between unit owners, between the board or association and unit owners, or other matters in  
22.10 which any unit owner may have an adversarial interest, if the board determines that closing  
22.11 the meeting is necessary to discuss strategy or to otherwise protect the position of the board  
22.12 or association or the privacy of a unit owner or occupant of a unit; or

22.13 (3) criminal activity arising within the common interest community if the board  
22.14 determines that closing the meeting is necessary to protect the privacy of the victim or that  
22.15 opening the meeting would jeopardize investigation of the activity.

22.16 Nothing in this subsection imposes a duty on the board to provide special facilities for  
22.17 meetings. The failure to give notice as required by this subsection shall not invalidate the  
22.18 board meeting or any action taken at the meeting. The minutes of any part of a meeting that  
22.19 is closed under this subsection may be kept confidential at the discretion of the board. For  
22.20 the purposes of this subsection, an association is not required to issue a notice or keep  
22.21 minutes for a meeting between board members, or between one or more board members  
22.22 and officers, if the subject of the meeting is solely to discuss issues related to basic  
22.23 maintenance, or daily operations and management of the association, in accordance with  
22.24 their duties as outlined in the governing documents, provided the meeting does not result  
22.25 in a vote or formal action by the board.

22.26 In addition to conflict of interest provisions set forth in the statute under which the  
22.27 association was organized, the following standards apply to elected boards:

22.28 (1) a board member must not participate in deliberations regarding or vote on the approval  
22.29 or disapproval of a contract to which the association is or may be a party where the board  
22.30 member or a member of the family of a board member has a material financial interest in  
22.31 the contract or is likely to realize a material financial gain as a result of entering into the  
22.32 contract. For the purposes of this section, "member of the family" has the meaning given  
22.33 in section 317A.255, subdivision 4;

23.1 (2) a board member must not solicit or accept any money or other compensation from  
23.2 any person as an inducement for the board member to vote in favor of the approval of a  
23.3 contract for property maintenance, construction, repair, or reconstruction services that is  
23.4 binding on the association. If an association has authorized a property manager to enter into  
23.5 contracts on behalf of the association, the property manager must not solicit or accept any  
23.6 money or other compensation from any person as an inducement to the property manager  
23.7 to enter into a contract for property maintenance, construction, repair, or reconstruction  
23.8 services that is binding on the association; and

23.9 (3) prior to entering into any contract for property maintenance, construction, repair, or  
23.10 reconstruction services with an estimated cost exceeding \$50,000, the board or property  
23.11 managers must solicit a minimum of three written competitive bids. All bids from a person  
23.12 affiliated with a board member, a member of the family of a board member, a property  
23.13 manager, or any member of the family of a property manager or employee must be disclosed  
23.14 prior to consideration or a vote on the bids. A written record of the disclosures must be  
23.15 retained and recorded in the meeting minutes.

23.16 (h) The board must review all bids and select a vendor based on reasonable business  
23.17 criteria, including but not limited to, the cost of the project, the contractor's qualifications,  
23.18 available warranties, the extent to which the bidder has met the bid solicitation requirements,  
23.19 and the length of time estimated to complete the project.

23.20 (i) An association is not obligated to comply with the bidding requirements of this  
23.21 subsection if:

23.22 (1) multiple bids cannot be obtained despite reasonable efforts;

23.23 (2) emergency repairs are required to protect the health or safety of the unit owners;

23.24 (3) there has been significant damage to the property that must be addressed without  
23.25 delay to prevent further damage to the property;

23.26 (4) the work is covered by a warranty;

23.27 (5) the vendor is the only available vendor capable of providing the required goods or  
23.28 services; or

23.29 (6) the cost of materials does not exceed \$50,000 and labor is performed at no charge  
23.30 by volunteers.

23.31 (j) The association must maintain a record of the bid selection process, including the  
23.32 criteria used, and the contracts awarded for the last six years, and make those records  
23.33 available to unit owners at cost or as otherwise provided in section 515B.3-118.

24.1 (k) A contract entered into by a declarant with a property manager shall terminate no  
 24.2 later than 12 months after the declarant control period has ended. A contract entered into  
 24.3 by an association with a property manager after the declarant control period has ended that  
 24.4 does not automatically renew may be terminated by the association, with or without cause,  
 24.5 upon three months' written notice. An association may decline to renew an automatically  
 24.6 renewing contract for another term, provided the association gives written notice to the  
 24.7 other party no less than three months before the date the contract will automatically renew.

24.8 **EFFECTIVE DATE.** This section is effective January 1, 2027, and applies to all  
 24.9 association activities on or after that date.

24.10 Sec. 5. Minnesota Statutes 2024, section 515B.3-106, is amended to read:

24.11 **515B.3-106 BYLAWS; ANNUAL REPORT.**

24.12 (a) A common interest community shall have bylaws which comply with this chapter  
 24.13 and the statute under which the association is incorporated. The bylaws and any amendments  
 24.14 may be recorded, but need not be recorded to be effective unless so provided in the bylaws.

24.15 (b) The bylaws shall provide that, in addition to any statutory requirements:

24.16 (1) A meeting of the members shall be held at least once each year, and a specified  
 24.17 officer of the association shall give notice of the meeting as provided in section 515B.3-108.

24.18 (2) An annual report shall be prepared by the association and a copy of the report shall  
 24.19 be provided to each unit owner at or prior to the annual meeting.

24.20 (c) The annual report shall contain at a minimum:

24.21 (1) a statement of any capital expenditures in excess of two percent of the current budget  
 24.22 or \$5,000, whichever is greater, approved by the association for the current fiscal year or  
 24.23 succeeding two fiscal years;

24.24 (2) a statement of the association's total replacement reserves, the components of the  
 24.25 common interest community for which the reserves are set aside, and the amounts of the  
 24.26 reserves, if any, that the board has allocated for the replacement of each of those components;

24.27 (3) a copy of the statement of revenues and expenses for the association's last fiscal year,  
 24.28 and a balance sheet as of the end of said fiscal year;

24.29 (4) a statement of the status of any pending litigation or judgments to which the  
 24.30 association is a party;

25.1 (5) a detailed description of the insurance coverage provided by the association including  
25.2 a statement as to which, if any, of the items referred to in section 515B.3-113, subsection  
25.3 (b), are insured by the association and the amount of the association's deductible and the  
25.4 following notice: "IF THE ASSOCIATION LEVIES A LOSS ASSESSMENT, THE UNIT  
25.5 OWNER IS PERSONALLY RESPONSIBLE FOR PAYING IT, EVEN IF THE UNIT  
25.6 OWNER DOES NOT HAVE SUFFICIENT INSURANCE COVERAGE"; and

25.7 (6) a statement of the total past due assessments on all units, current as of not more than  
25.8 60 days prior to the date of the meeting.

25.9 Sec. 6. Minnesota Statutes 2024, section 515B.3-107, is amended to read:

25.10 **515B.3-107 UPKEEP OF COMMON INTEREST COMMUNITY.**

25.11 (a) Except to the extent provided by the declaration, this subsection or section  
25.12 515B.3-113, the association is responsible for the maintenance, repair and replacement of  
25.13 the common elements, and each unit owner is responsible for the maintenance, repair and  
25.14 replacement of the unit owner's unit. Damage to the common elements or any unit as a result  
25.15 of the acts or omissions of a unit owner or the association, including damage resulting from  
25.16 the unit owner's or association's lack of maintenance or failure to perform necessary repairs  
25.17 or replacement, is the responsibility of the unit owner or association responsible for causing  
25.18 the damage, or whose agents or invitees caused the damage.

25.19 (b) The association's board of directors shall prepare and approve a written preventative  
25.20 maintenance plan, maintenance schedule, and maintenance budget for the common elements.  
25.21 The association shall follow the approved preventative maintenance plan. The association's  
25.22 board may amend, modify, or replace an approved preventative maintenance plan or an  
25.23 approved maintenance schedule from time to time. The association must provide all unit  
25.24 owners with a paper copy, electronic copy, or electronic access to the preventative  
25.25 maintenance plan, the maintenance schedule, and any amendments or modifications to or  
25.26 replacements of the preventative maintenance plan and the maintenance schedule. If a  
25.27 common interest community was created on or before August 1, 2017, the association's  
25.28 board of directors shall have until January 1, 2019, to comply with the requirements of this  
25.29 subsection.

25.30 (c) The association shall have access through and into each unit for purposes of  
25.31 performing maintenance, repair or replacement for which the association may be responsible.  
25.32 The association and any public safety personnel shall also have access for purposes of  
25.33 abating or correcting any condition in the unit which violates any governmental law,  
25.34 ordinance or regulation, which may cause material damage to or jeopardize the safety of

26.1 the common interest community, or which may constitute a health or safety hazard for  
26.2 occupants of units.

26.3 (d) Neither the association, nor any unit owner other than the declarant or its affiliates,  
26.4 is subject to a claim for payment of expenses incurred in connection with any additional  
26.5 real estate.

26.6 (e) An association with authority under the declaration to approve or disapprove a request  
26.7 by a unit owner who has a right granted under this chapter, or the declaration, to make  
26.8 alterations to the owner's unit must establish, by rule or regulation, a fair, reasonable, and  
26.9 expeditious procedure for making any decision on the proposed alteration. The association  
26.10 must provide the procedure to a unit owner who requests an alteration. Unless the declaration,  
26.11 bylaws, or rules and regulations provide for a different period, the board or a committee  
26.12 appointed by the board must make a decision within 90 days after submission of an  
26.13 application that contains all the information required or any additional information or changes  
26.14 to the proposal requested by the association's board. A decision must be in writing, must  
26.15 be made in accordance with the standards of conduct for directors set forth in the statute  
26.16 under which the association is organized, and must be reasonable.

26.17 (f) An association has no authority to regulate the parking of a unit owner or a guest,  
26.18 tenant, or invitee of the unit owner within an improved public right of way that a unit of  
26.19 government maintains and repairs, except that the association may, in its declaration or by  
26.20 rule or regulation, require compliance with all applicable statutes, laws, and ordinances.  
26.21 Absent legislative authorization, a unit of government does not have the authority to delegate  
26.22 its police powers to a private entity. If an association is an authorized delegatee, the  
26.23 delegation is valid for a period not to exceed five years, at which time it may be renewed  
26.24 upon application by the association and agreement of the unit of government. As used in  
26.25 this subsection, "personal vehicle" means an automobile with a gross vehicle weight of less  
26.26 than 26,001 pounds that is used for personal pleasure, travel, or commuting to and from a  
26.27 place of work, including but not limited to a van, pickup truck, small truck, ambulance, law  
26.28 enforcement vehicle, emergency response vehicle, or utility company vehicle. A personal  
26.29 vehicle does not include a motor home, a self-propelled recreational vehicle, or a commercial  
26.30 vehicle used primarily for commercial business unless otherwise stated in this section. A  
26.31 unit owner or resident must be permitted to park a personal or work vehicle on the portion  
26.32 of the unit owner's property or the portion of the limited common element allocated to the  
26.33 unit that was originally designed or subsequently modified for the parking of vehicles,  
26.34 provided the vehicle, when parked, does not encroach on another unit owner's property,  
26.35 fully or partially block access to a pedestrian walkway, or interfere with the association's

27.1 ability to maintain roads, driveways, parking spaces, common elements, or limited common  
27.2 elements.

27.3 **EFFECTIVE DATE.** This section is effective January 1, 2027.

27.4 Sec. 7. Minnesota Statutes 2024, section 515B.3-115, is amended to read:

27.5 **515B.3-115 ASSESSMENTS FOR COMMON EXPENSES; CIC CREATED**  
27.6 **BEFORE AUGUST 1, 2010.**

27.7 (a) The obligation of a unit owner to pay common expense assessments shall be as  
27.8 follows:

27.9 (1) If a common expense assessment has not been levied, the declarant shall pay all  
27.10 operating expenses of the common interest community, and shall fund the replacement  
27.11 reserve component of the common expenses as required by subsection (b).

27.12 (2) If a common expense assessment has been levied, all unit owners, including the  
27.13 declarant, shall pay the assessments allocated to their units, subject to the following:

27.14 (i) If the declaration so provides, a declarant's liability, and the assessment lien, for the  
27.15 common expense assessments, exclusive of replacement reserves, on any unit owned by  
27.16 the declarant may be limited to 25 percent or more of any assessment, exclusive of  
27.17 replacement reserves, until the unit or any building located in the unit is substantially  
27.18 completed. Substantial completion shall be evidenced by a certificate of occupancy in any  
27.19 jurisdiction that issues the certificate.

27.20 (ii) If the declaration provides for a reduced assessment pursuant to paragraph (2)(i),  
27.21 the declarant shall be obligated, within 60 days following the termination of the period of  
27.22 declarant control, to make up any operating deficit incurred by the association during the  
27.23 period of declarant control. The existence and amount, if any, of the operating deficit shall  
27.24 be determined using the accrual basis of accounting applied as of the date of termination  
27.25 of the period of declarant control, regardless of the accounting methodology previously  
27.26 used by the association to maintain its accounts.

27.27 (b) The replacement reserve component of the common expenses shall be funded for  
27.28 each unit in accordance with the projected annual budget required by section  
27.29 515B.4-102(a)(23) provided that the funding of replacement reserves with respect to a unit  
27.30 shall commence no later than the date that the unit or any building located within the unit  
27.31 boundaries is substantially completed. Substantial completion shall be evidenced by a  
27.32 certificate of occupancy in any jurisdiction that issues the certificate.

28.1 (c) After an assessment has been levied by the association, assessments shall be levied  
28.2 at least annually, based upon a budget approved at least annually by the association. The  
28.3 association shall make available in any reasonable manner a copy of the proposed budget  
28.4 prior to the meeting at which the budget is scheduled to be discussed and approved.

28.5 (d) Except as modified by subsections (a)(1) and (2), (e), (f), and (g), all common  
28.6 expenses shall be assessed against all the units in accordance with the allocations established  
28.7 by the declaration pursuant to section 515B.2-108.

28.8 (e) Unless otherwise required by the declaration:

28.9 (1) any common expense associated with the maintenance, repair, or replacement of a  
28.10 limited common element shall be assessed against the units to which that limited common  
28.11 element is assigned, equally, or in any other proportion the declaration provides;

28.12 (2) any common expense or portion thereof benefiting fewer than all of the units may  
28.13 be assessed exclusively against the units benefited, equally, or in any other proportion the  
28.14 declaration provides;

28.15 (3) the costs of insurance may be assessed in proportion to risk or coverage, and the  
28.16 costs of utilities may be assessed in proportion to usage;

28.17 (4) subject to section 515B.3-102(a)(11), reasonable attorney fees and costs incurred by  
28.18 the association in connection with (i) the collection of assessments against a unit owner,  
28.19 and (ii) the enforcement of this chapter, the articles, bylaws, declaration, or rules and  
28.20 regulations against a unit owner, may be assessed against the unit owner's unit subject to  
28.21 section 515B.3-116(h); and

28.22 (5) fees, charges, late charges, fines and interest may be assessed as provided in section  
28.23 515B.3-116(a).

28.24 (f) Assessments levied under section 515B.3-116 to pay a judgment against the association  
28.25 may be levied only against the units in the common interest community at the time the  
28.26 judgment was entered, in proportion to their common expense liabilities.

28.27 (g) If any damage to the common elements or another unit is caused by the act or omission  
28.28 of any unit owner, or occupant of a unit, or their invitees, the association may assess the  
28.29 costs of repairing the damage exclusively against the unit owner's unit to the extent not  
28.30 covered by insurance.

28.31 (h) Subject to any shorter period specified by the declaration or bylaws, if any installment  
28.32 of an assessment becomes more than 60 days past due, then the association may, upon ten  
28.33 days' written notice to the unit owner, declare the entire amount of the assessment

29.1 immediately due and payable in full, except that any portion of the assessment that represents  
 29.2 installments that are not due and payable without acceleration as of the date of reinstatement  
 29.3 must not be included in the amount that a unit owner must pay to reinstate under section  
 29.4 580.30 or chapter 581.

29.5 (i) If common expense liabilities are reallocated for any purpose authorized by this  
 29.6 chapter, common expense assessments and any installment thereof not yet due shall be  
 29.7 recalculated in accordance with the reallocated common expense liabilities.

29.8 (j) An assessment against fewer than all of the units must be levied within three years  
 29.9 after the event or circumstances forming the basis for the assessment, or shall be barred.

29.10 (k) An association must adopt a collection policy and provide a copy to all unit owners.

29.11 The collection policy must require, at a minimum:

29.12 (1) three separate notifications to a unit owner before the account is referred to a law  
 29.13 firm or collection agency for collections, including at least one notification sent by certified  
 29.14 mail to the unit owner's registered address; and

29.15 (2) a law firm, engaged by the board to foreclose an association's lien for assessments,  
 29.16 to send the notice required pursuant to section 580.021 by United States mail and certified  
 29.17 mail to the unit owner.

29.18 ~~(k)~~ (l) This section applies only to common interest communities created before August  
 29.19 1, 2010.

29.20 **EFFECTIVE DATE.** This section is effective January 1, 2027.

29.21 Sec. 8. Minnesota Statutes 2024, section 515B.3-1151, is amended to read:

29.22 **515B.3-1151 ASSESSMENTS FOR COMMON EXPENSES; CIC CREATED ON**  
 29.23 **OR AFTER AUGUST 1, 2010.**

29.24 (a) The association shall approve an annual budget of common expenses at or prior to  
 29.25 the conveyance of the first unit in the common interest community to a purchaser and  
 29.26 annually thereafter. The annual budget shall include all customary and necessary operating  
 29.27 expenses and replacement reserves for the common interest community, consistent with  
 29.28 this section and section 515B.3-114. For purposes of replacement reserves under subsection  
 29.29 (b), until an annual budget has been approved, the reserves shall be paid based upon the  
 29.30 budget contained in the disclosure statement required by section 515B.4-102. The obligation  
 29.31 of a unit owner to pay common expenses shall be as follows:

30.1 (1) If a common expense assessment has not been levied by the association, the declarant  
30.2 shall pay all common expenses of the common interest community, including the payment  
30.3 of the replacement reserve component of the common expenses for all units in compliance  
30.4 with subsection (b).

30.5 (2) If a common expense assessment has been levied by the association, all unit owners,  
30.6 including the declarant, shall pay the assessments levied against their units, except as follows:

30.7 (i) The declaration may provide for an alternate common expense plan whereby the  
30.8 declarant's common expense liability, and the corresponding assessment lien against the  
30.9 units owned by the declarant, is limited to: (A) paying when due, in compliance with  
30.10 subsection (b), an amount equal to the full share of the replacement reserves allocated to  
30.11 units owned by the declarant, as set forth in the association's annual budget approved as  
30.12 provided in this subsection; and (B) paying when due all accrued expenses of the common  
30.13 interest community in excess of the aggregate assessments payable with respect to units  
30.14 owned by persons other than a declarant; provided, that the alternate common expense plan  
30.15 shall not affect a declarant's obligation to make up any operating deficit pursuant to item  
30.16 (iv), and shall terminate upon the termination of any period of declarant control unless  
30.17 terminated earlier pursuant to item (iii).

30.18 (ii) The alternate common expense plan may be authorized only by including in the  
30.19 declaration and the disclosure statement required by section 515B.4-102 provisions  
30.20 authorizing and disclosing the alternate common expense plan as described in item (i), and  
30.21 including in the disclosure statement either (A) a statement that the alternate common  
30.22 expense plan will have no effect on the level of services or amenities anticipated by the  
30.23 association's budget contained in the disclosure statement, or (B) a statement describing  
30.24 how the services or amenities may be affected.

30.25 (iii) A declarant shall give notice to the association of its intent to utilize the alternate  
30.26 common expense plan and a commencement date after the date the notice is given. The  
30.27 alternate common expense plan shall be valid only for periods after the notice is given. A  
30.28 declarant may terminate its right to utilize the alternate common expense plan prior to the  
30.29 termination of the period of declarant control only by giving notice to the association and  
30.30 the unit owners at least 30 days prior to a selected termination date set forth in the notice.

30.31 (iv) If a declarant utilizes an alternate common expense plan, that declarant shall cause  
30.32 to be prepared and delivered to the association, at the declarant's expense, within 90 days  
30.33 after the termination of the period of declarant control, an audited balance sheet and profit  
30.34 and loss statement certified to the association and prepared by an accountant having the

31.1 qualifications set forth in section 515B.3-121(b). The audit shall be binding on the declarant  
31.2 and the association.

31.3 (v) If the audited profit and loss statement shows an accumulated operating deficit, the  
31.4 declarant shall be obligated to make up the deficit within 15 days after delivery of the audit  
31.5 to the association, and the association shall have a claim against the declarant for an amount  
31.6 equal to the deficit until paid. A declarant who does not utilize an alternate common expense  
31.7 plan is not liable to make up any operating deficit. If more than one declarant utilizes an  
31.8 alternate common expense plan, all declarants who utilize the plan are jointly and severally  
31.9 liable to the association for any operating deficit.

31.10 (vi) The existence and amount, if any, of the operating deficit shall be determined using  
31.11 the accrual method of accounting applied as of the date of termination of the period of  
31.12 declarant control, regardless of the accounting methodology previously used by the  
31.13 association to maintain its accounts.

31.14 (vii) Unless approved by a vote of the unit owners other than the declarant and its  
31.15 affiliates, the operating deficit shall not be made up, prior to the election by the unit owners  
31.16 of a board of directors pursuant to section 515B.3-103(d), through the use of a special  
31.17 assessment described in subsection (c) or by assessments described in subsections (e), (f),  
31.18 and (g).

31.19 (viii) The use by a declarant of an alternate common expense plan shall not affect the  
31.20 obligations of the declarant or the association as provided in the declaration, the bylaws, or  
31.21 this chapter, or as represented in the disclosure statement required by section 515B.4-102,  
31.22 except as to matters authorized by this chapter.

31.23 (b) The replacement reserves required by section 515B.3-114 shall be paid to the  
31.24 association by each unit owner for each unit owned by that unit owner in accordance with  
31.25 the association's annual budget approved pursuant to subsection (a), regardless of whether  
31.26 an annual assessment has been levied or whether the declarant has utilized an alternate  
31.27 common expense plan under subsection (a)(2). Replacement reserves shall be paid with  
31.28 respect to a unit commencing as of the later of (1) the date of creation of the common interest  
31.29 community or (2) the date that the structure and exterior of the building containing the unit,  
31.30 or the structure and exterior of any building located within the unit boundaries, but excluding  
31.31 the interior finishing of the structure itself, are substantially completed. If the association  
31.32 has not approved an annual budget as of the commencement date for the payment of  
31.33 replacement reserves, then the reserves shall be paid based upon the budget contained in  
31.34 the disclosure statement required by section 515B.4-102.

32.1 (c) After an assessment has been levied by the association, assessments shall be levied  
32.2 at least annually, based upon an annual budget approved by the association. The association  
32.3 shall make available, in any reasonable manner, a copy of the proposed budget prior to the  
32.4 meeting at which the budget is scheduled to be discussed and approved. In addition to and  
32.5 not in lieu of annual assessments, an association may, if so provided in the declaration, levy  
32.6 special assessments against all units in the common interest community based upon the  
32.7 same formula required by the declaration for levying annual assessments. Special assessments  
32.8 may be levied only (1) to cover expenditures of an emergency nature, (2) to replenish  
32.9 underfunded replacement reserves, (3) to cover unbudgeted capital expenditures or operating  
32.10 expenses, or (4) to replace certain components of the common interest community described  
32.11 in section 515B.3-114(a), if such alternative method of funding is approved under section  
32.12 515B.3-114(a)(5). The association may also levy assessments against fewer than all units  
32.13 as provided in subsections (e), (f), and (g). An assessment under subsection (e)(2) for  
32.14 replacement reserves is subject to the requirements of section 515B.3-114(a)(5).

32.15 (d) Except as modified by subsections (a), clauses (1) and (2), (e), (f), and (g), all common  
32.16 expenses shall be assessed against all the units in accordance with the allocations established  
32.17 by the declaration pursuant to section 515B.2-108.

32.18 (e) Unless otherwise required by the declaration:

32.19 (1) any common expense associated with the maintenance, repair, or replacement of a  
32.20 limited common element shall be assessed against the units to which that limited common  
32.21 element is assigned, equally, or in any other proportion the declaration provides;

32.22 (2) any common expense or portion thereof benefiting fewer than all of the units may  
32.23 be assessed exclusively against the units benefited, equally, or in any other proportion the  
32.24 declaration provides;

32.25 (3) the costs of insurance may be assessed in proportion to risk or coverage, and the  
32.26 costs of utilities may be assessed in proportion to usage;

32.27 (4) subject to section 515B.3-102(a)(11), reasonable attorney fees and costs incurred by  
32.28 the association in connection with (i) the collection of assessments, and (ii) the enforcement  
32.29 of this chapter, the articles, bylaws, declaration, or rules and regulations, against a unit  
32.30 owner, may be assessed against the unit owner's unit, subject to section 515B.3-116(h); and

32.31 (5) fees, charges, late charges, fines, and interest may be assessed as provided in section  
32.32 515B.3-116(a).

33.1 (f) Assessments levied under section 515B.3-116 to pay a judgment against the association  
 33.2 may be levied only against the units in the common interest community at the time the  
 33.3 judgment was entered, in proportion to their common expense liabilities.

33.4 (g) If any damage to the common elements or another unit is caused by the act or omission  
 33.5 of any unit owner, or occupant of a unit, or their invitees, the association may assess the  
 33.6 costs of repairing the damage exclusively against the unit owner's unit to the extent not  
 33.7 covered by insurance.

33.8 (h) Subject to any shorter period specified by the declaration or bylaws, if any installment  
 33.9 of an assessment becomes more than 60 days past due, then the association may, upon ten  
 33.10 days' written notice to the unit owner, declare the entire amount of the assessment  
 33.11 immediately due and payable in full, except that any portion of the assessment that represents  
 33.12 installments that are not due and payable without acceleration as of the date of reinstatement  
 33.13 must not be included in the amount that a unit owner must pay to reinstate under section  
 33.14 580.30 or chapter 581.

33.15 (i) If common expense liabilities are reallocated for any purpose authorized by this  
 33.16 chapter, common expense assessments and any installment thereof not yet due shall be  
 33.17 recalculated in accordance with the reallocated common expense liabilities.

33.18 (j) An assessment against fewer than all of the units must be levied within three years  
 33.19 after the event or circumstances forming the basis for the assessment, or shall be barred.

33.20 (k) An association must adopt a collection policy and provide a copy to all unit owners.

33.21 The collection policy must require, at a minimum:

33.22 (1) three separate notifications to a unit owner before the account is referred to a law  
 33.23 firm or collection agency for collections, including at least one notification sent by certified  
 33.24 mail to the unit owner's registered address; and

33.25 (2) a law firm, engaged by the board to foreclose an association's lien for assessments,  
 33.26 to send the notice required pursuant to section 580.021 by United States mail and certified  
 33.27 mail to the unit owner.

33.28 ~~(l)~~ (l) This section applies only to common interest communities created on or after  
 33.29 August 1, 2010.

33.30 **EFFECTIVE DATE.** This section is effective January 1, 2027.

34.1 Sec. 9. Minnesota Statutes 2024, section 515B.3-116, is amended to read:

34.2 **515B.3-116 LIEN FOR ASSESSMENTS.**

34.3 (a) The association has a lien on a unit for any assessment levied against that unit from  
34.4 the time the assessment becomes due. If an assessment is payable in installments, the full  
34.5 amount of the assessment is a lien from the time the first installment thereof becomes due.  
34.6 Unless the declaration otherwise provides, fees, charges, fines as specified in subsection  
34.7 (h), and late charges, ~~fin~~es and interest charges pursuant to section 515B.3-102(a)(10), (11)  
34.8 ~~and (12)~~ are liens, and are enforceable as assessments, under this section. Recording of the  
34.9 declaration constitutes record notice and perfection of any assessment lien under this section,  
34.10 and no further recording of any notice of or claim for the lien is required.

34.11 (b) Subject to subsection (c), a lien under this section is prior to all other liens and  
34.12 encumbrances on a unit except (i) liens and encumbrances recorded before the declaration  
34.13 and, in a cooperative, liens and encumbrances which the association creates, assumes, or  
34.14 takes subject to, (ii) any first mortgage encumbering the fee simple interest in the unit, or,  
34.15 in a cooperative, any first security interest encumbering only the unit owner's interest in the  
34.16 unit, (iii) liens for real estate taxes and other governmental assessments or charges against  
34.17 the unit, and (iv) a master association lien under section 515B.2-121(h). This subsection  
34.18 shall not affect the priority of mechanic's liens.

34.19 (c) If a first mortgage on a unit is foreclosed, the first mortgage was recorded after June  
34.20 1, 1994, and no owner or person who acquires the owner's interest in the unit redeems  
34.21 pursuant to chapter 580, 581, or 582, the holder of the sheriff's certificate of sale from the  
34.22 foreclosure of the first mortgage or any person who acquires title to the unit by redemption  
34.23 as a junior creditor shall take title to the unit subject to a lien in favor of the association for  
34.24 unpaid assessments for common expenses levied pursuant to section 515B.3-115(a), (e)(1)  
34.25 to (3), (f), and (i) which became due, without acceleration, during the six months immediately  
34.26 preceding the end of the owner's period of redemption. The common expenses shall be  
34.27 based upon the association's then current annual budget, notwithstanding the use of an  
34.28 alternate common expense plan under section 515B.3-115(a)(2). If a first security interest  
34.29 encumbering a unit owner's interest in a cooperative unit which is personal property is  
34.30 foreclosed, the secured party or the purchaser at the sale shall take title to the unit subject  
34.31 to unpaid assessments for common expenses levied pursuant to section 515B.3-115(a),  
34.32 (e)(1) to (3), (f), and (i) which became due, without acceleration, during the six months  
34.33 immediately preceding the first day following either the disposition date pursuant to section  
34.34 336.9-610 or the date on which the obligation of the unit owner is discharged pursuant to  
34.35 section 336.9-622.

35.1 (d) Proceedings to enforce an assessment lien shall be instituted within three years after  
35.2 the last installment of the assessment becomes payable, or shall be barred.

35.3 (e) The unit owner of a unit at the time an assessment is due shall be personally liable  
35.4 to the association for payment of the assessment levied against the unit. If there are multiple  
35.5 owners of the unit, they shall be jointly and severally liable.

35.6 (f) This section does not prohibit actions to recover sums for which subsection (a) creates  
35.7 a lien nor prohibit an association from taking a deed in lieu of foreclosure.

35.8 (g) The association shall furnish to a unit owner or the owner's authorized agent upon  
35.9 written request of the unit owner or the authorized agent a statement setting forth the amount  
35.10 of unpaid assessments currently levied against the owner's unit. If the unit owner's interest  
35.11 is real estate, the statement shall be in recordable form. The statement shall be furnished  
35.12 within ten business days after receipt of the request and is binding on the association and  
35.13 every unit owner.

35.14 (h) The association's lien may be foreclosed as provided in this subsection, provided  
35.15 that an association may not commence foreclosure unless common expenses and special  
35.16 assessments and fines that meet the conditions for exception to the limit specified in section  
35.17 515B.3-102(a)(11), are delinquent for more than three months.

35.18 (1) In a condominium or planned community, regardless of when the condominium or  
35.19 planned community was created, the association's lien may be foreclosed in a like manner  
35.20 as a mortgage containing a power of sale pursuant to chapter 580, or by action pursuant to  
35.21 chapter 581. The association shall have a power of sale to foreclose the lien pursuant to  
35.22 chapter 580, except that any portion of the assessment that represents attorney fees or costs  
35.23 shall not be included in the amount a unit owner must pay to reinstate under section 580.30  
35.24 or chapter 581.

35.25 (2) In a cooperative whose unit owners' interests are real estate, the association's lien  
35.26 shall be foreclosed in a like manner as a mortgage on real estate as provided in paragraph  
35.27 (1).

35.28 (3) In a cooperative whose unit owners' interests in the units are personal property, the  
35.29 association's lien shall be foreclosed in a like manner as a security interest under article 9  
35.30 of chapter 336. In any disposition pursuant to section 336.9-610 or retention pursuant to  
35.31 sections 336.9-620 to 336.9-622, the rights of the parties shall be the same as those provided  
35.32 by law, except (i) notice of sale, disposition, or retention shall be served on the unit owner  
35.33 90 days prior to sale, disposition, or retention, (ii) the association shall be entitled to its  
35.34 reasonable costs and attorney fees not exceeding the amount provided by section 582.01,

36.1 subdivision 1a, (iii) the amount of the association's lien shall be deemed to be adequate  
36.2 consideration for the unit subject to disposition or retention, notwithstanding the value of  
36.3 the unit, and (iv) the notice of sale, disposition, or retention shall contain the following  
36.4 statement in capital letters with the name of the association or secured party filled in:

36.5 "THIS IS TO INFORM YOU THAT BY THIS NOTICE (fill in name of association or  
36.6 secured party) HAS BEGUN PROCEEDINGS UNDER MINNESOTA STATUTES,  
36.7 CHAPTER 515B, TO FORECLOSE ON YOUR INTEREST IN YOUR UNIT FOR THE  
36.8 REASON SPECIFIED IN THIS NOTICE. YOUR INTEREST IN YOUR UNIT WILL  
36.9 TERMINATE 90 DAYS AFTER SERVICE OF THIS NOTICE ON YOU UNLESS  
36.10 BEFORE THEN:

36.11 (a) THE PERSON AUTHORIZED BY (fill in the name of association or secured party)  
36.12 AND DESCRIBED IN THIS NOTICE TO RECEIVE PAYMENTS RECEIVES FROM  
36.13 YOU:

36.14 (1) THE AMOUNT THIS NOTICE SAYS YOU OWE; PLUS

36.15 (2) THE COSTS INCURRED TO SERVE THIS NOTICE ON YOU; PLUS

36.16 (3) \$500 TO APPLY TO ATTORNEY FEES ACTUALLY EXPENDED OR  
36.17 INCURRED; PLUS

36.18 (4) ANY ADDITIONAL AMOUNTS FOR YOUR UNIT BECOMING DUE TO (fill  
36.19 in name of association or secured party) AFTER THE DATE OF THIS NOTICE; OR

36.20 (b) YOU SECURE FROM A DISTRICT COURT AN ORDER THAT THE  
36.21 FORECLOSURE OF YOUR RIGHTS TO YOUR UNIT BE SUSPENDED UNTIL YOUR  
36.22 CLAIMS OR DEFENSES ARE FINALLY DISPOSED OF BY TRIAL, HEARING, OR  
36.23 SETTLEMENT. YOUR ACTION MUST SPECIFICALLY STATE THOSE FACTS AND  
36.24 GROUNDS THAT DEMONSTRATE YOUR CLAIMS OR DEFENSES.

36.25 IF YOU DO NOT DO ONE OR THE OTHER OF THE ABOVE THINGS WITHIN  
36.26 THE TIME PERIOD SPECIFIED IN THIS NOTICE, YOUR OWNERSHIP RIGHTS IN  
36.27 YOUR UNIT WILL TERMINATE AT THE END OF THE PERIOD, YOU WILL LOSE  
36.28 ALL THE MONEY YOU HAVE PAID FOR YOUR UNIT, YOU WILL LOSE YOUR  
36.29 RIGHT TO POSSESSION OF YOUR UNIT, YOU MAY LOSE YOUR RIGHT TO  
36.30 ASSERT ANY CLAIMS OR DEFENSES THAT YOU MIGHT HAVE, AND YOU WILL  
36.31 BE EVICTED. IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, CONTACT  
36.32 AN ATTORNEY IMMEDIATELY."

37.1 (4) In any foreclosure pursuant to chapter 580, 581, or 582, the rights of the parties shall  
 37.2 be the same as those provided by law, except (i) the period of redemption for unit owners  
 37.3 shall be six months from the date of sale or a lesser period authorized by law, (ii) in a  
 37.4 foreclosure by advertisement under chapter 580, the foreclosing party shall be entitled to  
 37.5 costs and disbursements of foreclosure and attorney fees authorized by the declaration or  
 37.6 bylaws, notwithstanding the provisions of section 582.01, subdivisions 1 and 1a, (iii) in a  
 37.7 foreclosure by action under chapter 581, the foreclosing party shall be entitled to costs and  
 37.8 disbursements of foreclosure and attorney fees as the court shall determine, and (iv) the  
 37.9 amount of the association's lien shall be deemed to be adequate consideration for the unit  
 37.10 subject to foreclosure, notwithstanding the value of the unit.

37.11 (i) If a holder of a sheriff's certificate of sale, prior to the expiration of the period of  
 37.12 redemption, pays any past due or current assessments, or any other charges lienable as  
 37.13 assessments, with respect to the unit described in the sheriff's certificate, then the amount  
 37.14 paid shall be a part of the sum required to be paid to redeem under section 582.03.

37.15 (j) In a cooperative, if the unit owner fails to redeem before the expiration of the  
 37.16 redemption period in a foreclosure of the association's assessment lien, the association may  
 37.17 bring an action for eviction against the unit owner and any persons in possession of the unit,  
 37.18 and in that case section 504B.291 shall not apply.

37.19 (k) An association may assign its lien rights in the same manner as any other secured  
 37.20 party.

37.21 **EFFECTIVE DATE.** This section is effective January 1, 2027, and applies to  
 37.22 foreclosures commenced on or after that date.

37.23 Sec. 10. **[515B.3-125] LEGAL FEES; NOTICE REQUIRED.**

37.24 (a) If an association elects to refer a unit owner's inquiry to the association's legal counsel,  
 37.25 the association must notify the unit owner in advance that the association:

37.26 (1) intends to refer the inquiry to the association's legal counsel; and

37.27 (2) may incur legal fees which may result in an assessment to the unit owner.

37.28 (b) The board must provide the notification under subsection (a) at no cost to the unit  
 37.29 owner.

37.30 (c) Notice under this section is not required to be given before referring a matter to the  
 37.31 association's legal counsel if:

37.32 (1) the matter involves pending or threatened litigation;

38.1 (2) the unit owner has retained legal counsel and the association is responding to the  
 38.2 owner's attorney; or

38.3 (3) immediate legal action is necessary to preserve the legal rights of the association or  
 38.4 to prevent immediate harm to persons or property.

38.5 **EFFECTIVE DATE.** This section is effective January 1, 2027.

38.6 Sec. 11. Minnesota Statutes 2024, section 515B.4-1021, is amended to read:

38.7 **515B.4-1021 DISCLOSURE STATEMENT; GENERAL PROVISIONS; CIC**  
 38.8 **CREATED ON OR AFTER AUGUST 1, 2010.**

38.9 (a) A disclosure statement shall fully and accurately disclose:

38.10 (1) the name and, if available, the number of the common interest community;

38.11 (2) the name and principal address of each declarant holding any special declarant rights;  
 38.12 a description of the special declarant rights held by each declarant; a description of the units  
 38.13 or additional real estate to which the respective special declarant rights apply; and a copy  
 38.14 of any recorded transfer of special declarant rights pursuant to section 515B.3-104(a), or  
 38.15 any instrument recorded pursuant to section 515B.3-104(b), (g), or (h);

38.16 (3) the total number of units which all declarants have the right to include in the common  
 38.17 interest community and a statement that the common interest community is either a  
 38.18 condominium, cooperative, or planned community;

38.19 (4) a general description of the common interest community, including, at a minimum,  
 38.20 (i) the number of buildings, (ii) the number of dwellings per building, (iii) the type of  
 38.21 construction, (iv) whether the common interest community involves new construction or  
 38.22 rehabilitation, (v) whether any building was wholly or partially occupied, for any purpose,  
 38.23 before it was added to the common interest community, and the nature of the occupancy,  
 38.24 (vi) a general description of any roads, trails, or utilities that are located on the common  
 38.25 elements and that the association or master association will be required to maintain, (vii) a  
 38.26 description of any declarant licensing rights under section 515B.2-109(e), and (viii) the  
 38.27 initial maintenance plan, initial maintenance schedule, and maintenance budget under section  
 38.28 515B.3-107(b). The initial maintenance plan prepared by the declarant must be based on  
 38.29 the best available information listing all building elements to which the plan will apply and  
 38.30 the generally accepted standards of maintenance on which the plan is based. The initial plan  
 38.31 must be dated and signed by the declarant and be fully funded by the initial budget provided  
 38.32 by the declarant;

39.1 (5) declarant's schedule of commencement and completion of construction of any  
39.2 buildings and other improvements that the declarant is obligated to build pursuant to section  
39.3 515B.4-117;

39.4 (6) any expenses or services, not reflected in the budget, that the declarant pays or  
39.5 provides, which may become a common expense; the projected common expense attributable  
39.6 to each of those expenses or services; a description of any alternate common expense plan  
39.7 under section 515B.3-115(a)(2)(i); and, if the declaration provides for an alternate common  
39.8 expense plan, either (i) a statement that the alternate common expense plan will have no  
39.9 effect on the level of services or amenities anticipated by the association's budget or disclosed  
39.10 in the disclosure statement, or (ii) a statement describing how the services or amenities may  
39.11 be affected;

39.12 (7) any initial or special fee due from the purchaser to the declarant or the association  
39.13 at closing, together with a description of the purpose and method of calculating the fee;

39.14 (8) identification of any liens, defects, or encumbrances which will continue to affect  
39.15 the title to a unit or to any real property owned by the association after the contemplated  
39.16 conveyance;

39.17 (9) a description of any financing offered or arranged by the declarant;

39.18 (10) a statement as to whether application has been made for any project approvals for  
39.19 the common interest community from the Federal National Mortgage Association (FNMA),  
39.20 Federal Home Loan Mortgage Corporation (FHLMC), Department of Housing and Urban  
39.21 Development (HUD), or Department of Veterans Affairs (VA), and which, if any, such  
39.22 final approvals have been received;

39.23 (11) the terms of any warranties provided by the declarant, including copies of sections  
39.24 515B.4-112 to 515B.4-115, and any other applicable statutory warranties, and a statement  
39.25 of any limitations on the enforcement of the applicable warranties or on damages;

39.26 (12) a statement that:

39.27 (i) within ten days after the receipt of a disclosure statement, a purchaser may cancel  
39.28 any contract for the purchase of a unit from a declarant; provided, that the right to cancel  
39.29 terminates upon the purchaser's voluntary acceptance of a conveyance of the unit from the  
39.30 declarant or by the purchaser agreeing to modify or waive the right to cancel in the manner  
39.31 provided by section 515B.4-106(a);

39.32 (ii) if a purchaser receives a disclosure statement more than ten days before signing a  
39.33 purchase agreement, the purchaser cannot cancel the purchase agreement; and

40.1 (iii) if a declarant obligated to deliver a disclosure statement fails to deliver a disclosure  
40.2 statement which substantially complies with this chapter to a purchaser to whom a unit is  
40.3 conveyed, the declarant shall be liable to the purchaser as provided in section 515B.4-106(d);

40.4 (13) a statement disclosing to the extent of the declarant's or an affiliate of a declarant's  
40.5 actual knowledge, after reasonable inquiry, any unsatisfied judgments or lawsuits to which  
40.6 the association is a party, and the status of those lawsuits which are material to the common  
40.7 interest community or the unit being purchased;

40.8 (14) a statement (i) describing the conditions under which earnest money will be held  
40.9 in and disbursed from the escrow account, as set forth in section 515B.4-109, (ii) that the  
40.10 earnest money will be returned to the purchaser if the purchaser cancels the contract pursuant  
40.11 to section 515B.4-106, and (iii) setting forth the name and address of the escrow agent;

40.12 (15) a detailed description of the insurance coverage provided by the association for the  
40.13 benefit of unit owners, including but not limited to:

40.14 (i) a statement as to which, if any, of the items referred to in section 515B.3-113(b), are  
40.15 insured by the association;

40.16 (ii) the amount of the association's deductible; and

40.17 (iii) the following statement: "IF THE ASSOCIATION LEVIES A LOSS  
40.18 ASSESSMENT, THE UNIT OWNER IS PERSONALLY RESPONSIBLE FOR PAYING  
40.19 IT, EVEN IF THE UNIT OWNER DOES NOT HAVE SUFFICIENT INSURANCE  
40.20 COVERAGE. It is recommended that each unit owner personally purchase insurance  
40.21 coverage for loss assessments in an amount at least equal to the association's deductible, as  
40.22 well as insurance to cover the interior of the unit and personal property. A unit owner should  
40.23 conduct a regular review of their individual insurance policy and increase coverage as  
40.24 necessary to fully cover their portion of the association's deductible.";

40.25 (16) any current or expected fees or charges, other than assessments for common  
40.26 expenses, to be paid by unit owners for the use of the common elements or any other  
40.27 improvements or facilities;

40.28 (17) the financial arrangements, including any contingencies, which have been made to  
40.29 provide for completion of all improvements that the declarant is obligated to build pursuant  
40.30 to section 515B.4-118, or a statement that no such arrangements have been made;

40.31 (18) in a cooperative:

41.1 (i) whether the unit owners will be entitled, for federal and state tax purposes, to deduct  
41.2 payments made by the association for real estate taxes and interest paid to the holder of a  
41.3 security interest encumbering the cooperative;

41.4 (ii) a statement as to the effect on the unit owners if the association fails to pay real estate  
41.5 taxes or payments due the holder of a security interest encumbering the cooperative; and

41.6 (iii) the principal amount and a general description of the terms of any blanket mortgage,  
41.7 contract for deed, or other blanket security instrument encumbering the cooperative property;

41.8 (19) a statement:

41.9 (i) that real estate taxes for the unit or any real property owned by the association are  
41.10 not delinquent or, if there are delinquent real estate taxes, describing the property for which  
41.11 the taxes are delinquent, stating the amount of the delinquent taxes, interest, and penalties,  
41.12 and stating the years for which taxes are delinquent; and

41.13 (ii) setting forth the amount of real estate taxes, including the amount of any special  
41.14 assessment certified for payment with the real estate taxes, due and payable with respect to  
41.15 the unit in the year in which the disclosure statement is given, if real estate taxes have been  
41.16 separately assessed against the unit;

41.17 (20) if the unit or other parcel of real estate being purchased is or may be subject to a  
41.18 master declaration at the time of the conveyance from the declarant to the purchaser, a  
41.19 statement to that effect, and all of the following information with respect to the master  
41.20 association:

41.21 (i) copies of the following documents (which may be in proposed form if the master  
41.22 declaration has not been recorded): the master declaration, the articles of incorporation,  
41.23 bylaws, and rules and regulations for the master association, together with any amendments  
41.24 thereto;

41.25 (ii) the name and address of the master developer, and the name, address, and general  
41.26 description of the master association, including a general description of any other association,  
41.27 unit owners, or other persons which are or may become members;

41.28 (iii) a description of any nonresidential use permitted on any property subject to the  
41.29 master declaration;

41.30 (iv) a statement as to the estimated maximum number of associations, unit owners, or  
41.31 other persons which may become members of the master association, and a description of  
41.32 any period of control of the master association and rights to appoint master association  
41.33 directors by a master developer or other person pursuant to section 515B.2-121(c);

42.1 (v) a description of any facilities intended for the benefit of the members of the master  
42.2 association and not located on property owned or controlled by a member of the master  
42.3 association;

42.4 (vi) the financial arrangements, including any contingencies, which have been made to  
42.5 provide for completion of the facilities referred to in subsection (v), or a statement that no  
42.6 arrangements have been made;

42.7 (vii) any current balance sheet of the master association and a projected or current annual  
42.8 budget, as applicable, which budget shall include with respect to the master association  
42.9 those items in paragraph (23), clauses (i) through (iii), and the projected monthly or other  
42.10 periodic common expense assessment payment for each type of unit, lot, or other parcel of  
42.11 real estate which is or is planned to be subject to assessment;

42.12 (viii) a description of any expenses or services not reflected in the budget, paid for or  
42.13 provided by a master developer or another person executing the master declaration, which  
42.14 may become an expense of the master association in the future;

42.15 (ix) a description of any powers delegated to and accepted by the master association  
42.16 pursuant to section 515B.2-121(e)(2);

42.17 (x) identification of any liens, defects, or encumbrances that will continue to affect title  
42.18 to property owned or operated by the master association for the benefit of its members;

42.19 (xi) the terms of any warranties provided by any person for construction of facilities in  
42.20 which the members of the master association have or may have an interest, and any known  
42.21 defects in the facilities which would violate the standards described in section  
42.22 515B.4-113(b)(2);

42.23 (xii) a statement disclosing, after inquiry of the master association, any unsatisfied  
42.24 judgments or lawsuits to which the master association is a party, and the status of those  
42.25 lawsuits which are material to the master association;

42.26 (xiii) a description of any insurance coverage provided for the benefit of its members  
42.27 by the master association which must include the amount of the association's deductible.  
42.28 All descriptions of insurance must contain the following statement in a conspicuous manner:  
42.29 "IF THE ASSOCIATION LEVIES A LOSS ASSESSMENT, THE UNIT OWNER IS  
42.30 PERSONALLY RESPONSIBLE FOR PAYING IT, EVEN IF THE UNIT OWNER DOES  
42.31 NOT HAVE SUFFICIENT INSURANCE COVERAGE. It is recommended that each unit  
42.32 owner personally purchase insurance coverage for loss assessments in an amount at least  
42.33 equal to the association's deductible, as well as insurance to cover the interior of the unit

43.1 and personal property. A unit owner should conduct a regular review of their individual  
43.2 insurance policy and increase coverage as necessary to fully cover their portion of the  
43.3 association's deductible."; and

43.4 (xiv) any current or expected fees or charges, other than assessments by the master  
43.5 association, to be paid by members of the master association for the use of any facilities  
43.6 intended for the benefit of the members;

43.7 (21) a statement as to whether the unit will be substantially completed at the time of  
43.8 conveyance to a purchaser, and, if not substantially completed, who is responsible to complete  
43.9 and pay for the construction of the unit;

43.10 (22) copies of the following documents (which may be in proposed form if the declaration  
43.11 has not been recorded): the declaration and any supplemental declaration, and any  
43.12 amendments thereto (exclusive of the CIC plat); any other recorded covenants, conditions,  
43.13 restrictions, and reservations affecting the common interest community; the articles of  
43.14 incorporation, bylaws, and any rules or regulations of the association; the names of the  
43.15 current members of the association's board of directors; any agreement excluding or  
43.16 modifying any implied warranties; any agreement reducing the statute of limitations for the  
43.17 enforcement of warranties; any contracts or leases to be signed by the purchaser at closing;  
43.18 and a description of any material contracts, leases, or other agreements affecting the common  
43.19 interest community; ~~and~~

43.20 (23) a balance sheet for the association, following the creation of the association, current  
43.21 within 90 days; a projected annual budget for the association; and a statement identifying  
43.22 the party responsible for the preparation of the budget. The budget shall assume that all  
43.23 units intended to be included in the common interest community, based upon the declarant's  
43.24 good faith estimate, have been subjected to the declaration; provided, that additional budget  
43.25 portrayals based upon a lesser number of units are permitted. The budget shall include,  
43.26 without limitation:

43.27 (i) a statement of the amount included in the budget as a reserve for replacement, the  
43.28 components of the common interest community for which the reserves are budgeted, and  
43.29 the amounts of the reserves, if any, that are allocated for the replacement of each of those  
43.30 components;

43.31 (ii) a statement of any other reserves;

43.32 (iii) the projected common expense for each category of expenditures for the association;

43.33 (iv) the projected monthly common expense assessment for each type of unit;

44.1 (v) a statement as to the components of the common interest community whose  
44.2 replacement will be funded by assessments under section 515B.3-115(c) or (e), rather than  
44.3 by replacement reserves as approved pursuant to section 515B.3-114(a). If, based upon the  
44.4 association's then-current budget, the monthly common expense assessment for the unit at  
44.5 the time of conveyance to the purchaser is anticipated to exceed the monthly assessment  
44.6 stated in the budget, a statement to such effect shall be included; and

44.7 (vi) a copy of any reserve study, if any, or any other reports or estimates, if any, utilized  
44.8 by the declaration in providing the information required by section 515B.4-102(a)(23);

44.9 (24) the list of common fines and allowable remedies required under section 515B.3-102  
44.10 and the collection policy adopted by the association under section 515B.3-115(k) or  
44.11 515B.3-1151(k); and

44.12 (25) a statement providing the following information:

44.13 (i) purchasing a unit in the common interest community will impact property rights and  
44.14 may impose certain obligations on a unit owner;

44.15 (ii) governing documents for a common interest community dictate how decisions will  
44.16 be made related to the property, including financial decisions, maintenance decisions, and  
44.17 restrictions on the use of the property, which may include but not be limited to restrictions  
44.18 on parking, appearance, noise, smoking, pets, and rental of your unit;

44.19 (iii) governing documents may also be modified or changed at any time with the  
44.20 appropriate approval and any modifications or amendments will apply to existing unit  
44.21 owners; and

44.22 (iv) it is advisable to consult with an attorney before purchasing a unit.

44.23 (b) A declarant shall promptly amend the disclosure statement to reflect any material  
44.24 change in the information required by this chapter.

44.25 (c) The master association, within ten days after a request by a declarant, a holder of  
44.26 declarant rights, or a buyer referred to in section 515B.4-101(e), or the authorized  
44.27 representative of any of them, shall furnish the information required to be provided by  
44.28 subsection (a)(20). A declarant or other person who provides information pursuant to  
44.29 subsection (a)(20), is not liable to the buyer for any erroneous information if the declarant  
44.30 or other person: (i) is not an affiliate of or related in any way to a person authorized to  
44.31 appoint the master association board pursuant to section 515B.2-121(c)(3), and (ii) has no  
44.32 actual knowledge that the information is incorrect.

45.1 (d) This section applies only to common interest communities created on or after August  
45.2 1, 2010.

45.3 **EFFECTIVE DATE.** This section is effective January 1, 2027.

45.4 Sec. 12. Minnesota Statutes 2024, section 515B.4-107, is amended to read:

45.5 **515B.4-107 RESALE OF UNITS.**

45.6 (a) In the event of a resale of a unit by a unit owner other than a declarant, unless exempt  
45.7 under section 515B.4-101(c), the unit owner shall furnish to a purchaser, before execution  
45.8 of any purchase agreement for a unit or otherwise before conveyance, the following  
45.9 documents relating to the association or to the master association, if applicable:

45.10 (1) copies of the declaration (other than any CIC plat), the articles of incorporation and  
45.11 bylaws, any rules and regulations, and any amendments or supplemental declarations,  
45.12 including the list of common fines and allowable remedies required under section 515B.3-102  
45.13 and the collection policy adopted by the association under section 515B.3-115(k) or  
45.14 515B.3-1151(k);

45.15 (2) copies of the master declaration, articles of incorporation, bylaws, and rules and  
45.16 regulations, if the common interest community is subject to a master declaration; ~~and~~

45.17 (3) a resale disclosure certificate from the association dated not more than 90 days prior  
45.18 to the date of the purchase agreement or the date of conveyance, whichever is earlier,  
45.19 containing the information set forth in subsection (b); and

45.20 (4) a copy of any reserve study, if any, obtained by the association within the past three  
45.21 years for the purposes of evaluating the adequacy of replacement reserve contributions and  
45.22 compliance with section 515B.3-1141.

45.23 (b) The resale disclosure certificate must be in substantially the following form:

45.24 COMMON INTEREST COMMUNITY

45.25 RESALE DISCLOSURE CERTIFICATE

45.26 Name of Common Interest Community:.....

45.27 Name of Association:.....

45.28 Address of Association:.....

45.29 Unit Number(s) (include principal unit and any garage, storage, or other auxiliary units):

45.30 Common elements licensed under Minnesota Statutes, section 515B.2-109(e):

46.1 .....

46.2 .....

46.3 The following information is furnished by the association named above according to  
46.4 Minnesota Statutes, section 515B.4-107.

46.5 1. There is no right of first refusal or other restraint on the free alienability of the above  
46.6 unit(s) contained in the declaration, bylaws, rules and regulations, or any amendment to  
46.7 them, except as follows:.....

46.8 .....

46.9 .....

46.10 .....

46.11 2. The following periodic installments of common expense assessments and special  
46.12 assessments are payable with respect to the above unit(s):

46.13 a. Annual assessment installments: \$..... Due:.....

46.14 b. Special assessment installments: \$..... Due:.....

46.15 c. Unpaid assessments, fines, or other charges:

46.16 (1) Annual \$.....

46.17 (2) Special \$.....

46.18 (3) Fines \$.....

46.19 (4) Other Charges \$.....

46.20 d. The association has/has not (strike one) approved a plan for levying certain  
46.21 common expense assessments against fewer than all the units according to  
46.22 Minnesota Statutes, section 515B.3-115, subsection (e). If a plan is approved, a  
46.23 description of the plan is attached to this certificate.

46.24 3. In addition to the amounts due under paragraph 2, the following additional fees or  
46.25 charges other than assessments are payable by unit owners (include late payment charges,  
46.26 user fees, etc.):

46.27 .....

46.28 .....

46.29 .....

46.30 4. There are no extraordinary expenditures approved by the association, and not yet  
46.31 assessed, for the current and two succeeding fiscal years, except as follows:.....

46.32 .....

46.33 .....

47.1 5. The association is obligated to replace the following components of the common  
47.2 interest community:.....

47.3 .....

47.4 .....

47.5 The association has the following amounts in its reserves for replacement of those  
47.6 components:

47.7 .....

47.8 .....

47.9 The replacement of the following components is funded by assessments levied only against  
47.10 the unit or units served by the component, pursuant to Minnesota Statutes, section  
47.11 515B.3-115(e)(1) or (2).....

47.12 .....

47.13 .....

47.14 6. The following documents are furnished with this certificate according to statute:

47.15 a. The most recent regularly prepared balance sheet and income and expense  
47.16 statement of the association.

47.17 b. The current budget of the association.

47.18 7. There are no unsatisfied judgments against the association, except as follows (identify  
47.19 creditor and amount):.....

47.20 .....

47.21 .....

47.22 8. There are no pending lawsuits to which the association is a party, except as follows  
47.23 (identify and summarize status):.....

47.24 .....

47.25 .....

47.26 9. Description of insurance coverages:

47.27 a. The association provides the following insurance coverage for the benefit of unit  
47.28 owners: (Reference may be made to applicable sections of the declaration or bylaws;  
47.29 however, any additional coverages should be described in this space).....

47.30 .....

48.1 .....

48.2 .....

48.3 b. The following described fixtures, decorating items, or construction items within the  
48.4 unit referred to in Minnesota Statutes, section 515B.3-113, subsection (b), are insured by  
48.5 the association (check as applicable):

48.6 ..... Ceiling or wall finishing materials

48.7 ..... Finished flooring

48.8 ..... Cabinetry

48.9 ..... Finished millwork

48.10 ..... Electrical, heating, ventilating, and air conditioning equipment, or plumbing fixtures  
48.11 serving a single unit

48.12 ..... Built-in appliances

48.13 ..... Improvements and betterments as originally constructed

48.14 ..... Additional improvements and betterments installed by unit owners

48.15 c. The association's master insurance has deductible amounts for property damage and  
48.16 wind or hail claims that may be assessed to a unit as a "loss assessment." The unit owner,  
48.17 at the time a loss assessment is due, is personally liable for payment of a loss assessment.  
48.18 The deductible and potential loss assessment amount is subject to change each year when  
48.19 the association purchases new insurance. It is recommended that you personally purchase  
48.20 insurance coverage for loss assessments in the amount at least equal to the association's  
48.21 deductible, which the unit owner should review and update if the deductible changes. IF  
48.22 THE ASSOCIATION LEVIES A LOSS ASSESSMENT, YOU ARE PERSONALLY  
48.23 RESPONSIBLE FOR PAYING IT, EVEN IF YOU DO NOT HAVE SUFFICIENT  
48.24 INSURANCE COVERAGE. It is recommended that each unit owner personally purchase  
48.25 insurance coverage for loss assessments in an amount at least equal to the association's  
48.26 deductible, as well as insurance to cover the interior of the unit and personal property. A  
48.27 unit owner should conduct a regular review of their individual insurance policy and increase  
48.28 coverage as necessary to fully cover their portion of the association's deductible.

48.29 10. The board of directors of the association has not notified the unit owner (i) that any  
48.30 alterations or improvements to the unit or to the limited common elements assigned to it  
48.31 violate any provision of the declaration; or (ii) that the unit is in violation of any governmental  
48.32 statute, ordinance, code, or regulation, except as follows:.....

49.1 .....

49.2 11. The remaining term of any leasehold estate affecting the common interest community  
49.3 and the premises governing any extension or renewal of it are as follows:.....

49.4 .....

49.5 .....

49.6 12. This Resale Disclosure Certificate is given in connection with the resale of a unit  
49.7 by a unit owner who is not a declarant and who, therefore, is not liable for express warranties  
49.8 under Minnesota Statutes, section 515B.4-112, or implied warranties under Minnesota  
49.9 Statutes, section 515B.4-113. The conveyance of this unit may, however, result in a transfer  
49.10 of preexisting warranties made by a declarant under the referenced statutes, subject to the  
49.11 terms of Minnesota Statutes, sections 515B.4-114 and 515B.4-115.

49.12 13. In addition to the above, the following matters affecting the occupancy or use of the  
49.13 unit, or the unit owner's obligations with respect to the unit, are deemed material:.....

49.14 .....

49.15 I hereby certify that the foregoing information and statements are true and correct as  
49.16 of.....

49.17 .....

49.18 (Date)

49.19 By: .....

49.20 Title: .....

49.21 (Association representative)

49.22 Address: .....

49.23 Phone Number: .....

49.24 RECEIPT

49.25 In addition to the foregoing information furnished by the association, the unit owner is  
49.26 obligated to furnish to the purchaser before execution of any purchase agreement for a unit  
49.27 or otherwise before conveyance, copies of the following documents relating to the association  
49.28 or to the master association (as applicable): the declaration (other than any common interest  
49.29 community plat), articles of incorporation, bylaws, rules and regulations (if any), and any  
49.30 amendments to these documents. Receipt of the foregoing documents, and the resale  
49.31 disclosure certificate, is acknowledged by the undersigned buyer(s).

49.32 Dated: .....

49.33 (Buyer)

50.1 .....  
 50.2 (Buyer)

50.3 (c) If the common interest community is subject to a master declaration and governed  
 50.4 by a master association to which has been delegated any of the association's powers under  
 50.5 section 515B.3-102(a)(2), then the financial information required to be disclosed under  
 50.6 subsection (b) may be disclosed on a consolidated basis.

50.7 (d) The association, within ten days after a request by a unit owner, or the unit owner's  
 50.8 authorized representative, shall furnish the certificate required in subsection (a). The  
 50.9 association may charge a reasonable fee for furnishing the certificate and any association  
 50.10 documents related thereto. A unit owner providing a certificate pursuant to subsection (a)  
 50.11 is not liable to the purchaser for any erroneous information provided by the association and  
 50.12 included in the certificate. A unit owner who has acquired title to a unit pursuant to section  
 50.13 515B.3-104 including, but not limited to, a unit owner who has acquired title through  
 50.14 foreclosure or a deed in lieu of foreclosure, must indicate to the association in connection  
 50.15 with a request for a resale disclosure certificate whether the requesting unit owner is or is  
 50.16 not a declarant. The unit owner, not the association, is liable for any damage, loss, or other  
 50.17 consequence arising out of the incorrect representation of its declarant status.

50.18 (e) A purchaser is not liable for any unpaid common expense assessments, including  
 50.19 special assessments, if any, not set forth in the certificate required in subsection (a). A  
 50.20 purchaser is not liable for the amount by which the annual or special assessments exceed  
 50.21 the amount of annual or special assessments stated in the certificate for assessments payable  
 50.22 in the year in which the certificate was given, except to the extent of any increases  
 50.23 subsequently approved in accordance with the declaration or bylaws. A unit owner is not  
 50.24 liable to a purchaser for the failure of the association to provide the certificate, or a delay  
 50.25 by the association in providing the certificate in a timely manner.

50.26 (f) A purchaser should be aware of the following information:

50.27 (1) purchasing a unit in the common interest community will impact property rights and  
 50.28 may impose certain obligations on a unit owner;

50.29 (2) governing documents for a common interest community dictate how decisions will  
 50.30 be made related to the property, including financial decisions, maintenance decisions, and  
 50.31 restrictions on the use of the property, which may include but not be limited to restrictions  
 50.32 on parking, appearance, noise, smoking, pets, and rental of your unit;

51.1 (3) governing documents may also be modified or changed at any time with the  
 51.2 appropriate approval and any modifications or amendments will apply to existing unit  
 51.3 owners; and

51.4 (4) it is advisable to consult with an attorney before purchasing a unit.

51.5 **EFFECTIVE DATE.** This section is effective January 1, 2027.

51.6 Sec. 13. Minnesota Statutes 2024, section 515B.4-116, is amended to read:

51.7 **515B.4-116 RIGHTS OF ACTION; RETALIATION PROHIBITED; ATTORNEY'S**  
 51.8 **FEES.**

51.9 (a) In addition to any other rights to recover damages, attorney's fees, costs or expenses,  
 51.10 whether authorized by this chapter or otherwise, if a declarant, an association, or any other  
 51.11 person violates any provision of this chapter, or any provision of the declaration, bylaws,  
 51.12 or rules and regulations any person or class of persons adversely affected by the failure to  
 51.13 comply has a claim for appropriate relief. Subject to the requirements of section 515B.3-102,  
 51.14 the association shall have standing to pursue claims on behalf of the unit owners of two or  
 51.15 more units.

51.16 (b) The court may award reasonable attorney's fees and costs of litigation to the prevailing  
 51.17 party. Punitive damages may be awarded for a willful failure to comply.

51.18 (c) As a condition precedent to any construction defect claim, the parties to the claim  
 51.19 must submit the matter to mediation before a mutually agreeable neutral third party. For  
 51.20 the purposes of this section, mediation has the meaning given under the General Rules of  
 51.21 Practice, rule 114.02 (7). If the parties are not able to agree on a neutral third-party mediator  
 51.22 from the roster maintained by the Minnesota Supreme Court, the parties may petition the  
 51.23 district court in the jurisdiction in which the common interest community is located to  
 51.24 appoint a mediator. The applicable statute of limitations and statute of repose for an action  
 51.25 based on breach of a warranty imposed by this section, or any other action in contract, tort,  
 51.26 or other law for any injury to real or personal property or bodily injury or wrongful death  
 51.27 arising out of the alleged construction defect, is tolled from the date that any party makes  
 51.28 a written demand for mediation under this section until the latest of the following:

51.29 (1) five business days after mediation is completed; or

51.30 (2) 180 days.

52.1 Notwithstanding the foregoing, mediation shall not be required prior to commencement  
 52.2 of a construction defect claim if the parties have completed home warranty dispute resolution  
 52.3 under section 327A.051.

52.4 (d) The remedies provided for under this chapter are not exclusive and do not abrogate  
 52.5 any remedies under other statutes or the common law, notwithstanding whether those  
 52.6 remedies are referred to in this chapter.

52.7 (e) An association may not retaliate against a unit owner for asserting any right the unit  
 52.8 owner has under this chapter or other law. For the purposes of this section, "retaliation"  
 52.9 means to restrict any right or privilege a unit owner has, or impose any fine, penalty, or  
 52.10 other charge on a unit owner, not authorized under the declaration, bylaws, or rules or  
 52.11 regulations. Retaliation does not include commencing a foreclosure action for a fine that  
 52.12 remains unpaid after the time allowed for payment, after the board has adopted a resolution  
 52.13 upholding a fine under section 515B.3-102(a)(11).

52.14 (f) A disclosure by the association of data in violation of the Safe at Home program  
 52.15 under section 5B.05, paragraph (d), is a violation of this chapter.

52.16 **EFFECTIVE DATE.** This section is effective January 1, 2027.

52.17 Sec. 14. **[515B.5-101] LOCAL GOVERNMENT REGULATIONS.**

52.18 Subdivision 1. **Definition.** For purposes of this section, "local government" means a  
 52.19 county; a town; a municipality as defined in section 462.352, subdivision 2; a joint planning  
 52.20 board; or a public corporation, including the Metropolitan Council.

52.21 Subd. 2. **Prohibited regulations.** Except as required by state or federal law or rule, a  
 52.22 local government must not condition approval of a residential building permit or conditional  
 52.23 use permit, residential subdivision development or residential planned unit development,  
 52.24 or any other permit related to residential development on the:

52.25 (1) creation of a homeowners association;

52.26 (2) inclusion of any service, feature, or common property necessitating a homeowners  
 52.27 association, unless requested by the developer;

52.28 (3) inclusion of any terms in a homeowners association declaration, bylaws, articles of  
 52.29 incorporation, or any other governing document; or

52.30 (4) adoption or revocation of, or amendment to, a rule or regulation governing the  
 52.31 homeowners association or its members.

52.32 Subd. 3. **Exemptions.** Nothing in this section prohibits:

53.1 (1) a local government from requiring the maintenance or insurance of common elements;

53.2 or

53.3 (2) a project applicant from providing an easement to access public infrastructure.

53.4 **EFFECTIVE DATE.** This section is effective January 1, 2027, for all common interest

53.5 communities created on or after that date.

53.6 Sec. 15. **APPLICATION.**

53.7 Sections 1 to 13 are effective on the dates provided and apply to common interest

53.8 communities created before, on, or after the date of enactment.