

Senator Latz from the Committee on Judiciary and Public Safety, to which was re-referred

S.F. No. 1750: A bill for an act relating to common interest communities; modifying powers and duties of common interest communities; modifying rights of a unit owner; modifying threshold for termination of a common interest community; establishing a meet and confer process; modifying notice of meetings; limiting late fees, fines, and attorney fees; limiting proxy voting; modifying foreclosure requirements; modifying regulations for certain housing cooperatives; prohibiting local government bodies from requiring or incentivizing creation of homeowners associations; amending Minnesota Statutes 2024, sections 394.25, by adding a subdivision; 515B.1-102; 515B.2-103; 515B.2-119; 515B.3-101; 515B.3-102; 515B.3-103; 515B.3-106; 515B.3-107; 515B.3-108; 515B.3-110; 515B.3-115; 515B.3-1151; 515B.3-116; 515B.4-102; 515B.4-1021; 515B.4-116; Laws 2024, chapter 96, article 2, section 13; proposing coding for new law in Minnesota Statutes, chapters 462; 515B; repealing Minnesota Statutes 2024, section 308C.003, subdivision 3.

Reports the same back with the recommendation that the bill be amended as follows:

Page 1, delete lines 16 and 17

Page 3, line 3, delete "or"

Page 3, line 4, delete everything before the first comma

Page 3, line 7, delete "and" and insert ", including"

Page 3, line 8, after "associations" insert a comma

Page 3, line 10, after the second comma, insert "(10),"

Page 3, line 11, delete the first "and" and after "(h)" insert ", and (i)"

Page 3, line 12, delete "515.3-1151" and insert "515B.3-1151"

Page 3, line 13, delete "515.3-116" and insert "515B.3-116" and delete "515.3-122" and insert "515B.3-122"

Page 5, after line 28, insert:

"Sec. 2. Minnesota Statutes 2024, section 515B.1-103, is amended to read:

515B.1-103 DEFINITIONS.

In the declaration and bylaws, unless specifically provided otherwise or the context otherwise requires, and in this chapter:

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

(2) "Affiliate of a declarant" means any person who controls, is controlled by, or is under common control with a declarant.

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

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

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

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

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

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

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

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

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

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

(10) "Common interest community" or "CIC" means contiguous or noncontiguous real estate within Minnesota that is subject to an instrument which obligates persons owning a

separately described parcel of the real estate, or occupying a part of the real estate pursuant to a proprietary lease, by reason of their ownership or occupancy, to pay for (i) real estate taxes levied against; (ii) insurance premiums payable with respect to; (iii) maintenance of; or (iv) construction, maintenance, repair or replacement of improvements located on, one or more parcels or parts of the real estate other than the parcel or part that the person owns or occupies. Real estate which satisfies the definition of a common interest community is a common interest community whether or not it is subject to this chapter. Real estate subject to a master declaration, regardless of when the master declaration was recorded, shall not collectively constitute a separate common interest community unless so stated in the master declaration.

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

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

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

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

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

(15) "Declarant" means:

(i) if the common interest community has been created, (A) any person who has executed a declaration, or a supplemental declaration or amendment to a declaration adding additional real estate, except secured parties, a spouse holding only an inchoate interest, persons whose interests in the real estate will not be transferred to unit owners, or, in the case of a leasehold common interest community, a lessor who possesses no special declarant rights and who is not an affiliate of a declarant who possesses special declarant rights, or (B) any person who reserves, or succeeds under section 515B.3-104 to any special declarant rights;

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

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

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

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

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

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

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

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

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

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

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

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

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

5.26 (24) "Period of declarant control" means the time period provided for in section
5.27 515B.3-103(c) during which the declarant may appoint and remove officers and directors
5.28 of the association.

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

6.1 (26) "Planned community" means a common interest community that is not a
6.2 condominium or a cooperative. A condominium or cooperative may be a part of a planned
6.3 community.

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) to appoint or remove any officer or director of the association during any period of 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 Page 6, line 14, delete "own" and insert "include"

8.26 Page 6, line 17, delete "owns" and insert "includes"

8.27 Page 6, lines 19 and 20, reinstate the stricken language

8.28 Page 6, line 21, reinstate the stricken "declaration specifies"

8.29 Page 6, line 22, after "are" insert "detached" and delete "homes" and insert "dwellings"

8.30 Page 6, line 24, reinstate the stricken language

9.1 Page 6, line 25, delete "contain and" and after "include" insert "an explanation of the
9.2 potential distribution of" and delete "and interest transfers"

9.3 Page 6, line 26, delete "or sales"

9.4 Page 10, delete section 4

9.5 Page 12, line 18, before "a" insert "(i)"

9.6 Page 12, line 19, delete "may not impose," and insert "(ii) a late fee"

9.7 Page 12, line 20, after the comma, insert "but not in"

9.8 Page 12, line 21, strike ", after notice and an opportunity to be heard before the board
9.9 or a"

9.10 Page 12, line 22, strike "committee appointed by it, levy" and insert "(iii)"

9.11 Page 12, line 24, strike "disputes" and delete the new language

9.12 Page 12, line 25, delete "questions" and insert "asks a question about" and strike "and,
9.13 if after the" and delete "unit owner" and insert "or disputes a fine and"

9.14 Page 12, line 26, after the comma, insert "and"

9.15 Page 13, line 7, reinstate the stricken language

9.16 Page 13, line 8, reinstate the stricken language and before the period insert "consistent
9.17 with this chapter and the governing documents of the association"

9.18 Page 13, line 12, delete everything after "(c)" and insert "An association must adopt and
9.19 provide to every unit owner a policy regarding fines that includes a list of the violations for
9.20 which a fine may be imposed and a schedule of fines for those violations. When a violation
9.21 can be cured without causing damage to property or to another, the association must provide
9.22 the unit owner with a reasonable time to correct the violation before a fine may be imposed.
9.23 A fine levied pursuant to subsection (a)(11) must be commensurate with the violation and
9.24 must not exceed \$100 for a single violation, except as provided in this section. When
9.25 combined with additional fines for an ongoing violation, late fees, and other allowable
9.26 charges, the fine must not exceed \$2,500 in total for the violation. When the owner has been
9.27 given notice that if the action is repeated, the fine may be accelerated for future violations,
9.28 then a fine may be greater than the limits of this paragraph if the violation: (1) has a serious
9.29 and immediate impact on a resident's health or safety; (2) causes physical damage to another
9.30 unit or a common element; or (3) involves using the property for financial enrichment,
9.31 including renting or offering for rent a unit in violation of a rule prohibiting short-term or
9.32 long-term rentals."

- 10.1 Page 13, delete lines 13 to 21
- 10.2 Page 13, line 22, delete the new language
- 10.3 Page 15, line 6, delete "otherwise"
- 10.4 Page 15, line 8, delete everything before the period and insert "proposed adoption,
- 10.5 amendment, or revocation of a rule"
- 10.6 Page 15, line 11, delete everything after "the" and insert "total votes in the association
- 10.7 that are allocated. A vote to revoke a rule must be conducted at a special meeting called by
- 10.8 board. If the rule proposed to be revoked is required by the declaration of bylaws, the
- 10.9 declaration or bylaws may be amended to avoid conflict according to the procedures required
- 10.10 under section 515B.2-118 or 515B.3-106, respectively."
- 10.11 Page 15, delete lines 12 and 13
- 10.12 Page 15, line 14, delete "procedures for dispute resolution and"
- 10.13 Page 15, after line 16, insert:
- 10.14 "(j) A payment made by a unit owner must be applied to regular assessments first before
- 10.15 any other fines, fees, or assessments owed by the unit owner."
- 10.16 Page 15, line 28, reinstate the stricken language
- 10.17 Page 17, line 6, strike "a majority" and insert "all" and after "owners" insert "who reside
- 10.18 in their unit at least 165 days of the year"
- 10.19 Page 17, line 8, strike everything after the period
- 10.20 Page 17, strike line 9
- 10.21 Page 17, line 22, after the period, insert "Elections for board officers must occur regularly
- 10.22 and in accordance with the governing documents of the association, and elections for the
- 10.23 board of directors must occur at least every three years."
- 10.24 Page 18, line 9, before the comma, insert "that requires the vote of the board"
- 10.25 Page 18, line 10, delete "during any meeting on any subject" and insert "on the item."
- 10.26 Page 18, line 11, delete everything before "A" and after "each" insert "open"
- 10.27 Page 18, line 12, delete "not" and insert "a nonvoting item"
- 10.28 Page 18, line 13, delete "and" and insert "or any other issue"
- 10.29 Page 18, line 14, delete everything after the period

- 11.1 Page 18, delete lines 15 and 16
- 11.2 Page 18, line 17, delete "voting."
- 11.3 Page 18, line 30, after the period, insert "A board of directors of an association that has
- 11.4 fewer than 25 units and does not contract with a property management company is not
- 11.5 required to comply with this subsection's requirements for the notice for meetings between
- 11.6 board members, nor the requirements to keep minutes, if the subject of the meeting is solely
- 11.7 to discuss issues related to property management, including preliminary budget discussions
- 11.8 provided no budget decisions are finalized."
- 11.9 Page 19, line 2, after the first "a" insert "material"
- 11.10 Page 19, line 3, delete "\$2,000" and insert "\$20,000" and before the semicolon, insert
- 11.11 "for any single association"
- 11.12 Page 19, line 13, after the second "a" insert "material"
- 11.13 Page 19, line 16, delete "\$2,000" and insert "\$20,000"
- 11.14 Page 19, line 25, delete "\$2,000" and insert "\$20,000" and after the period, insert "A
- 11.15 board member does not have a material financial interest in a business if the board member
- 11.16 holds stock, has an investment in a pension or mutual fund that holds stock, or is the
- 11.17 beneficiary of a blind trust that holds stock, in that business."
- 11.18 Page 20, line 9, after "annual" insert "or special" and after the third comma, insert "or
- 11.19 by mail or electronic mail,"
- 11.20 Page 20, line 10, after "unit owners" insert "adequate notice and"
- 11.21 Page 20, line 11, delete the first "the" and insert "a"
- 11.22 Page 20, line 12, delete "unit owners" and insert "total votes in the association that are
- 11.23 allocated" and after "annual" insert "or special" and delete ", where unit owners may vote"
- 11.24 and insert a period
- 11.25 Page 20, delete lines 13 and 14
- 11.26 Page 22, line 10, before the period, insert "which may include rules and regulations"
- 11.27 Page 22, line 32, delete "or curtilage" and insert ", the limited common elements allocated
- 11.28 to the unit owner's unit, or a common element driveway that serves only the unit owner's
- 11.29 unit"
- 11.30 Page 23, delete section 10
- 11.31 Page 23, line 20, after "copies" insert "or a link to electronic copies"

- 12.1 Page 27, line 20, delete "must" and insert "may"
- 12.2 Page 33, line 15, delete everything after the period and insert "If a unit owner is delinquent
12.3 in the payment of fees or charges properly imposed pursuant to section 515B.3-102,
12.4 subsection (a), paragraphs (10), (11), and (12), an association may not commence foreclosure
12.5 for the fees or charges unless the total amount of the association's lien for unpaid assessments
12.6 of all types, other than assessments for attorney fees, exceeds"
- 12.7 Page 33, delete lines 16 and 17
- 12.8 Page 33, line 18, delete "the total amount owed is" and delete "180" and insert "120"
- 12.9 Page 35, delete subdivision 1
- 12.10 Page 35, line 7, delete "\$1,000" and insert "\$3,500"
- 12.11 Page 35, line 31, delete "Subd. 2. Meet and confer process." and after "association"
12.12 insert "or management company, or an attorney or another person on their behalf," and
12.13 delete "enforcement" and insert "collection"
- 12.14 Page 36, line 2, delete everything after the period
- 12.15 Page 36, line 3, delete everything before "The"
- 12.16 Page 36, line 4, before the period, insert "either in-person, over the phone, or virtually.
12.17 Another person may appear for the association as long as the unit owner is not charged for
12.18 attorney fees or for the person's appearance at the meeting"
- 12.19 Page 36, line 10, after the period, insert "If the unit owner expressly refuses to engage
12.20 in the meet and confer process, the association may proceed with a collection action. A unit
12.21 owner is deemed to refuse to engage in the meet and confer process if the unit owner fails
12.22 to respond within 30 days after the association provides the required notice to the unit
12.23 owner."
- 12.24 Page 36, line 17, delete everything after "(3)" and insert "the hourly rate the attorney
12.25 charges."
- 12.26 Page 40, line 34, delete "and the"
- 12.27 Page 40, line 35, delete "Community Association Institute"
- 12.28 Page 46, line 31, delete "and the"
- 12.29 Page 46, line 32, delete "Community Association Institute"
- 12.30 Page 48, delete section 20

- 13.1Page 48, line 16, delete everything after the period
- 13.2Page 48, delete lines 17 to 24
- 13.3Page 49, delete article 2
- 13.4Renumber the sections in sequence
- 13.5Amend the title as follows:
- 13.6Page 1, line 6, delete "limiting proxy voting;" and delete "modifying regulations"
- 13.7Page 1, delete line 7
- 13.8Page 1, line 8, delete everything before "amending"
- 13.9Amend the title numbers accordingly
- 13.10And when so amended the bill do pass. Amendments adopted. Report adopted.

13.11

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(Committee Chair)

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April 4, 2025.....
(Date of Committee recommendation)