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Office of the Homeowners'
Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

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ADVISORY OPINION NO. 2025-13

<u>Applicant Name:</u>	Brian Fielden
<u>Association Name:</u>	Lakeside at Deer Valley Condominiums
<u>Association Type:</u>	Condominium Association
<u>Governing Statutes:</u>	Utah Condominium Ownership Act Utah Revised Nonprofit Corporation Act
<u>Advisory Opinion Date:</u>	December 29, 2025

LEGEND OF DEFINED TERMS

Association	Lakeside at Deer Valley Condominiums
Committee	Management Committee
CC&Rs	Condominium Declaration for Lakeside at Deer Valley Condominiums, dated February 24, 1982, as subsequently amended
Governing Documents	The Declaration (CC&Rs), Bylaws, and Rules/Policies of the Association
Mr. Fielden	Brian Fielden
Office	Office of the Homeowners' Association Ombudsman

Summaries of each legal question are included at the start of each section. These summaries aim to provide a clear and straightforward answer to the question and should be read in conjunction with the complete analysis.

INTRODUCTION & BACKGROUND FACTS

A dispute has arisen between Mr. Fielden and the Association regarding the production of Association records and the transparency of financial expenditures. Mr. Fielden contends that the Committee has failed to comply with statutory requirements under Utah law by not fulfilling requests for specific documents, including vendor contracts, monthly financial statements, and legal invoices related to counsel retained for the Committee President's insurance claim. In response, the Association maintains that it has fully complied with Utah law by making all statutorily required documents available for inspection to the extent that they exist. The Association further argues that the law does not mandate the production of specific vendor contracts or monthly budget reports and denies Mr. Fielden's allegations that Association funds were improperly utilized for personal legal services. The main facts and timeline, as presented to the Office, are as follows:¹

- On November 10, 2023, a special owners meeting was held where the owners approved a \$1.623 million special assessment to fund infrastructure projects, including deck railings and staircases, and enhancement projects, such as landscaping and painting.
- On February 12, 2024, a special owners meeting was held to discuss capital improvements and the state of the community. During this meeting, the Committee proposed a line of credit to expedite project completion, enabling earlier completion than the previously established three-year assessment timeline.
- On February 27, 2024, the Committee voted 3-2 to approve a line of credit to accelerate capital projects.
- On February 29, 2024, the Committee approved vendor bids for several projects, including paving, siding repairs and painting, the pool and spa, and irrigation.
- On July 26, 2024, a Committee meeting was held regarding a dispute over a painting project. Owners present at the meeting requested a re-vote on the color selection; however, the Committee voted 3-2 to continue with the selected green color. The Committee also passed a motion regarding fire suppression system compliance.
- On September 1, 2024, the 2024-2025 fiscal year began, and the Association implemented a budget that included a reduction in assessments.
- On December 13, 2024, the Committee met with and ultimately hired a new management company, All Seasons. During this meeting, the Committee discussed the new pool and agreed to operate it year-round, eliminating seasonal closures to maintain the facility.
- In April 2025, Mr. Fielden noted that the pool remained open after the ski season ended, which was contrary to historical practice. Additionally, he noted pool expenses in the April financial reports, which indicated costs for full-month operations.
- On June 10, 2025, the Committee approved spending up to \$30,000 to repair stones on a retaining wall.

¹ Mr. Fielden has raised additional claims and allegations regarding various conduct of the Association over the years, which fall outside the scope of the Office's statutory authority to review. Specifically, Mr. Fielden raises allegations of financial mismanagement related to capital expenditures and failure to obtain required homeowner approval before executing contracts for such expenditures. However, these issues were known or should have been known by Mr. Fielden more than one year before he submitted his Advisory Opinion request, which divests the Office of jurisdiction to address these issues under [Utah Code § 13-79-104\(2\)\(a\)\(iii\)](#). Accordingly, the Office only considers the facts and legal questions that fall within its ability to provide guidance and opinions on.

- On August 16, 2025, during an executive session, the Committee voted 3-1, with one recusal, to retain specialized legal counsel to assist with an insurance claim related to unit 1529, owned by the Board president, which had been unresolved for nine months.
- On September 6, 2025, the Association held its annual meeting, which was set for two hours. During the meeting, homeowners were given approximately 20 minutes at the conclusion for public comments, with each homeowner who wished to speak being allocated 2 minutes to do so.
- On September 23, 2025, Mr. Fielden sent an email to the Committee seeking clarification on whether the pool was open year-round.
- On September 28, 2025, Mr. Fielden sent an "Open Letter" and a formal records request to the Committee and owners, citing Utah law. The request sought vote tallies regarding the "Y" entrance closure, executed contracts for the pool, road, and painting, bank statements, and details of legal expenses related to the insurance claim.
- On October 13, 2025, counsel for the Association responded to Mr. Fielden, asserting that the version of [Utah Code § 16-6a-1602\(2\)](#) cited by Mr. Fielden in his request had been repealed. He stated that while the Association disputed that Mr. Fielden was entitled to the records, an inspection of documents "to the extent that they exist" at the management company's office was offered.
- That same day, October 13, 2025, Mr. Fielden submitted a second request for financial documents, including monthly budgets, balance sheets for specific months in 2024 and 2025, and an annual reserve review.
- On October 14, 2025, Mr. Fielden replied to the Association's counsel, providing dates for document inspection. He also requested that the Committee identify which documents were available or missing, and added a request to inspect contracts regarding the closure of the "Y" entrance.
- On October 16, 2025, Mr. Fielden submitted a request for legal invoices paid on behalf of the president by the Association before the retention of specialized counsel, as well as the name of the counsel and the retainer agreement.
- On October 17, 2025, Mr. Fielden submitted a written request asking the Committee to identify the specific governing document provision authorizing the hiring of counsel for an owner's insurance claim, as well as records of any prior instances of such action.
- On October 30, 2025, Association counsel notified Mr. Fielden that the management company had uploaded the requested documents to the owner portal "to the extent that they exist."
- On October 31, 2025, Mr. Fielden filed a Request for Advisory Opinion with the Office, alleging the Committee failed to provide requested documents—specifically contracts, monthly budgets, and legal invoices—and challenging the transparency of financial decisions regarding pool operations and legal fees.

Since the dispute remains unresolved, the Office issues this Advisory Opinion pursuant to [Utah Code § 13-79-104](#).

ANALYSIS OF QUESTIONS PRESENTED & GOVERNING LEGAL PRINCIPLES

This dispute raises the following legal questions for the Office: (1) What records is an association required to maintain and produce to homeowners? (2) What are the requirements for public comment during an association meeting?

1. What Records is an Association Required to Maintain and Produce to Homeowners?

Summary: Under Utah law, an association must allow members to inspect specific records if the request is made in good faith, describes a proper purpose, and provides sufficient detail to identify the relevant documents. In this matter, the Association has satisfied its legal obligations by providing the records mandated by the current statute, which restricts broader access previously allowed under the outdated version of Utah law and case law cited by Mr. Fielden, along with additional documents that exceed the statutory requirements.

General Legal Principle: Under [Utah Code § 57-8-17\(1\)](#) and [Utah Code § 16-6a-1601](#), an association is required to maintain and provide access to the following records to its members:

HOA/ASSOCIATION RECORD-KEEPING ESSENTIALS

FOUNDATIONAL DOCUMENTS	MEETING & DECISION RECORDS	FINANCIAL RECORDS	OPERATIONAL RECORDS
 Articles of Incorporation & Bylaws Governing Documents Board Resolutions (on member rights/obligations)	 Meeting Minutes (for at least the last 3 years) Records of actions taken without a meeting Written communications to all members (for the last 3 years)	 Most recent Budget & Financial Statement Profit & Loss Statements and Balance Sheets (for the last 3 years) Most recent Reserve Analysis General Accounting Records	 List of current Directors & Officers Record of Members (names, addresses) Most recent Annual Report Current Certificates of Insurance

While requests for records may be made under [Utah Code § 16-6a-1602](#), such requests must be made in good faith and for a proper purpose, as outlined in [Utah Code § 16-6a-1602\(3\)\(a\)](#). Additionally, [Utah Code § 16-6a-1602\(3\)\(b\)-\(c\)](#) requires that the request include sufficient detail to allow the association to understand the records being requested and how those records are tied to the stated purpose of the request.

Application to Matter: In this matter, Mr. Fielden has identified *Walker I Invs., LLC v. Sunpeak Ass'n*, 2015 UT App 216, for the proposition that he is entitled to any record of the Association so long as he has a proper purpose. Importantly, however, the legislature has since amended [Utah Code § 16-6a-1602](#). While the version in effect when *Sunpeak* was issued allowed for access to *any association record*, the current version of the law discusses the access rights associated with the documents identified in the

general legal principles above. Accordingly, while a homeowner may have previously had access to documents beyond the plain language of [Utah Code § 16-6a-1602](#), that is no longer the case. Under the current version of [Utah Code § 16-6a-1602](#), a homeowner is not entitled to copies of contracts, receipts, retainer agreements, and other documents that fall outside the specific list identified in the graphic above. Therefore, based on the information provided to the Office by the parties, the Association has complied with Utah law by making available the records required under Utah law, as well as several documents that exceed the statutory requirements.

2. [What are the Requirements for Public Comment During an Association Meeting?](#)

Summary: Under [Utah Code § 57-8-57](#), association management committee meetings must remain open to homeowners unless specifically exempted, and the committee is required to provide homeowners a “reasonable opportunity” to comment on meeting subjects, a fact-specific standard determined by the unique circumstances of each case. In the present matter, although Mr. Fielden contested the sufficiency of the time allotted for comments during the 2025 annual meeting, the Association did not violate the law because the meeting minutes demonstrate that homeowners were given multiple opportunities to raise questions and participate in discussions throughout the session, thus satisfying the requirement to provide a reasonable chance to speak.

General Legal Principle: [Utah Code § 57-8-57](#) provides specific requirements for management committee meetings of an association and the rights of homeowners. Unless a particular portion of a management committee meeting is designated as closed for one of the specific reasons listed in [Utah Code § 57-8-57\(3\)\(b\)](#), such meetings are open to all homeowners under [Utah Code § 57-8-57\(3\)\(a\)](#). Additionally, [Utah Code § 57-8-57\(4\)\(a\)](#) requires that the Committee provide homeowners with a reasonable opportunity to offer comments on the subject matter of the meeting; however, the Committee may limit the comment period to one specific time during the meeting under [Utah Code § 57-8-57\(4\)\(b\)](#). “Reasonable opportunity” is not defined within [Utah Code § 57-8](#); however, Utah courts have made it clear that whether an individual or group had a reasonable opportunity is “a question of fact” that must be evaluated considering the circumstances of the situation. *See, e.g., Colonial Pac. Leasing Corp. v. J.W.C.J.R. Corp.*, 1999 UT App 91. Accordingly, what may be a reasonable opportunity for homeowners to be heard in one situation does not necessarily mean that it would be reasonable in another.

Application to Matter: In this matter, the Association argues that, because the 2025 annual meeting was a member meeting rather than a management committee meeting, the requirements of [Utah Code § 57-8-57](#) do not apply. However, [Utah Code § 57-8-3\(27\)](#) defines a management committee meeting as “a gathering of a management committee, whether in person or by means of electronic communication, at which the management committee can take binding action.” Based on the information provided by the parties, during the 2025 annual meeting, the Committee took votes on the budget, previous minutes, and insurance changes, as well as elections for Committee positions, each of which constitutes binding action. Therefore, according to the definition provided in [Utah Code § 57-8-3\(27\)](#), the 2025 annual meeting constituted a management committee meeting, and the requirements of [Utah Code § 57-8-57](#) are applicable.

Neither party disputes that public comments were heard during the 2025 annual meeting; instead, Mr. Fielden argues that the Association failed to allocate sufficient time to allow all homeowners the opportunity to speak during the meeting. Mr. Fielden alleges that, during the two-hour annual meeting, homeowners were given 20 minutes for comments, and each homeowner who wished to speak was provided with a 2-minute opportunity. Additionally, Mr. Fielden states that at the conclusion of the two-

hour meeting block, the meeting was ended, and multiple homeowners who wished to provide comment were not allowed to do so. Conversely, the Association argues that all homeowners who wanted to speak during the meeting were provided the opportunity, and therefore, it has complied by giving a reasonable opportunity to all members.

Based on the information provided by the parties, including the 2025 annual meeting minutes, a reasonable opportunity was provided for homeowners to ask questions and offer comments. Specifically, the meeting minutes indicate that questions were raised during the finance report period, which, according to the meeting minutes, were responded to “with detailed explanations, assuring transparency and accountability.” There was also a separate, dedicated owner discussion period during the meeting to discuss the proposed insurance changes, a proposal to expand the deck on the property, and to further discuss budget or financial issues. The 20-minute question-and-answer period at the end of the meeting was supplemental to the ongoing discussion, ensuring all homeowners had a chance to speak. Had the Association only provided 20 minutes at the end of the meeting for all homeowners to express their thoughts, that might have been unreasonable, but where homeowners had multiple opportunities to engage throughout the meeting, in addition to the 20-minute catch-all period at the end, the threshold for reasonableness has been met. Reasonableness does not require that every homeowner actually speak, but simply that they have an opportunity to do so, which is the case here. Therefore, upon reviewing the totality of the information provided by the parties, including the 2025 annual meeting minutes, the Association did provide homeowners with a reasonable opportunity to present comments and questions during the meeting and did not violate Utah law as a result.

CONCLUSION

Based on the information provided by the parties and the governing Utah statutes, the Office concludes as follows:

1. **Record Production:** The Association has satisfied its legal obligations by providing the records mandated by the current statute, which restricts broader access previously allowed under the outdated version of Utah law and case law cited by Mr. Fielden, along with additional documents that exceed the statutory requirements.
2. **Public Comment Requirements:** Although Mr. Fielden contested the sufficiency of the time allotted for comments during the 2025 annual meeting, the Association did not violate the law because the meeting minutes demonstrate that homeowners were given multiple opportunities to raise questions and participate in discussions throughout the session, thus satisfying the requirement to provide a reasonable chance to speak.



Erin Rider (Dec 29, 2025 15:34:39 MST)

Erin Rider

Director



INFORMATION REGARDING ADVISORY OPINIONS

This document is an Advisory Opinion issued by the Office of the Homeowners' Association Ombudsman as an alternative dispute resolution method pursuant to [Utah Code § 13-79-104](#). The Office's jurisdiction is limited to alleged violations of state statutes, as outlined in [Utah Code § 13-79-103](#) and [Utah Code § 13-79-104](#). The opinions here are based on a review of the specific facts provided and may not correspond with outcomes in other cases where circumstances or laws differ. This opinion is not legal advice, does not establish an attorney-client relationship, and does not represent the official views of the State of Utah or the Department of Commerce. All parties are encouraged to seek legal counsel to protect their interests.

While this Advisory Opinion is not legally binding on any party, it could have potential consequences if the matter proceeds to litigation. Under Utah law, the opinion and related findings are not admissible as evidence in court, except for the specific purpose of evaluating attorney fees and costs. If a cause of action discussed in this opinion is litigated and resolved according to it, the prevailing party may recover reasonable attorney fees and court costs incurred from the date this opinion was issued. A court may also impose a civil penalty if it finds that the opposing party knowingly and intentionally violated the law. The decision to grant such awards rests within the court's discretion.

NOTICE TO ASSOCIATIONS

Condominium Associations must register with the Department of Commerce through the Office of the Homeowners' Association Ombudsman under [Utah Code § 57-8-13.1](#), and Community Associations must register under [Utah Code § 57-8a-105](#). Due to an updated registration system, any association that registered prior to September 2025 is required to complete a new registration, regardless of whether they have previously registered with the Department of Commerce. All associations must also renew their registration annually. Information about this process and the registration application is available at <https://commerce.utah.gov/hoa/new-registration/>.