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Office of the Homeowners'
Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

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ADVISORY OPINION NO. 2025-14

<u>Applicant Name:</u>	Shiree Wilson
<u>Association Name:</u>	Cherokee Springs RV Park Owners Association
<u>Association Type:</u>	Community Association
<u>Governing Statutes:</u>	Utah Community Association Act Utah Revised Nonprofit Corporation Act
<u>Advisory Opinion Date:</u>	December 29, 2025

LEGEND OF DEFINED TERMS

Association	Cherokee Springs RV Park Owners Association
Board	Board of Directors
CC&Rs	Third Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions of Cherokee Springs Senior Adult RV Park, dated February 13, 2020, as subsequently amended
CMS	Community Management Specialists LLC
Governing Documents	The Declaration (CC&Rs), Bylaws, and Rules/Policies of the Association
Ms. Wilson	Shiree Wilson
Office	Office of the Homeowners' Association Ombudsman
Rules	Cherokee Springs RV Park Owners Association Rules and Regulations, effective September 24, 2025

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 Ms. Wilson and the Association regarding the enforcement of community rules concerning Ms. Wilson's dog's access to a neighboring lot. The Association maintains that Ms. Wilson is violating the Rules, which prohibit pets from entering other residents' properties, and asserts that the legal owner of the lot in question has confirmed that no permission was granted for such use. In response, Ms. Wilson contends that she received verbal permission from a representative of the lot owner's family to use the property. She challenges the validity of the fines and notices, arguing that the Association's actions constitute harassment and selective enforcement, and further asserts that the specific rule restricting pet access conflicts with the rights granted under the CC&Rs. The main facts and timeline, as presented to the Office, are as follows:

- In January 2025, Ms. Wilson begins residency in the Cherokee Springs community.
- On October 6, 2025, Ms. Wilson sent an email to CMS requesting a copy of the CC&Rs, noting that the link provided to her during escrow had expired.
- On October 6, 2025, CMS responded to Ms. Wilson, attaching the monthly newsletter and a copy of the Rules.
- On October 14, 2025, a Board member witnessed Ms. Wilson's dog urinating on Lot 110's grass and approached Ms. Wilson to discuss the violation. At the conclusion of this meeting, Ms. Wilson and the Board member exchanged text messages, which included allegations of selective enforcement, threats, and other allegations by both parties.
- On October 15, 2025, the Board president visited Ms. Wilson's home to discuss the issue regarding the dog and Ms. Wilson's text message exchange with the Board member. Ms. Wilson alleges the Board president threatened her with fines, liens, and to "take [her] home." The Association maintains that the Board president was exercising her fiduciary duty to address a violation and disrespectful behavior toward Board members.
- On October 24, 2025, CMS emailed Ms. Wilson a "Courtesy Notice of Violation," citing the Rules prohibiting a pet from being on another homeowner's property and noting "blatant disrespect" of Board members.
- That same day, October 24, 2025, CMS emailed Ms. Wilson a "Second Notice of Violation" regarding Lot 110 (erroneously referred to as Lot 113 in some correspondence), warning that future violations will first incur a fine of \$50 and then \$100 for each subsequent violation.
- On October 29, 2025, Ms. Wilson notified CMS that she had received "express permission" from the owner of Lot 110 for her dog to urinate on the property.
- On October 29, 2025, CMS indicated that it was unaware of any consent, requested a copy of the correspondence granting permission, and disputed that an owner can give permission to violate Association rules.
- On November 4, 2025, Ms. Wilson responded to CMS, arguing that no CC&R provision prohibits an owner from authorizing a neighbor to be on their lot, that the Board cannot enforce rules inconsistent with the CC&Rs, and requesting confirmation that enforcement will cease.
- Later on November 4, 2025, CMS responded, reiterating the request for evidence of the actual permission.
- On November 10, 2025, Ms. Wilson emailed CMS stating that nothing in the governing documents obligates her to submit proof of permission to the Association and that the rule prohibiting dogs on lawns conflicts with the CC&Rs' grant of pet ownership rights.

- On December 9, 2025, Ms. Wilson was observed allowing her dog to urinate/defecate on Lot 110.
- On December 10, 2025, CMS sent Ms. Wilson a “Notice of Repeated Violation and Assessment of Fine” for \$100. CMS indicated that they had spoken directly with the recorded owner of Lot 110, who denied permitting Ms. Wilson to allow her dog to urinate on the property.
- A hearing was scheduled on December 17, 2025, with the Board and Ms. Wilson for the purpose of disputing the violation and fine.
- On December 19, 2025, the Board issued its final determination upholding the fine based on Ms. Wilson’s failure to appear at the scheduled hearing and present evidence related to her dispute regarding the issuance of the fine.

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

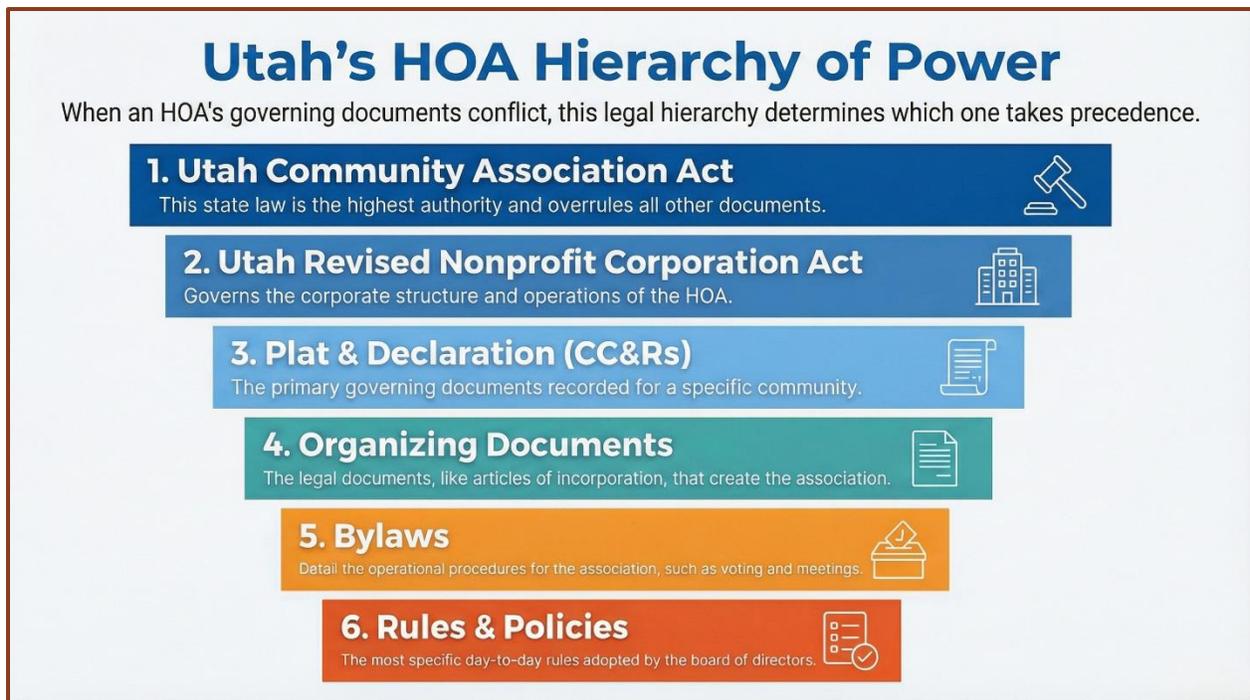
ANALYSIS OF QUESTIONS PRESENTED & GOVERNING LEGAL PRINCIPLES

This dispute raises the following legal questions for the Office: (1) Can the rules of an association expand the limitations set forth in a declaration? (2) What are the enforcement rights of an association?

1. Can the Rules of an Association Expand the Limitations Set Forth in a Declaration?

Summary: Under Utah law, community association boards generally have the authority to adopt administrative rules, provided these rules do not create a direct conflict with higher-priority governing documents by forbidding or permitting actions that those documents explicitly permit or forbid, respectively. Applying this standard, the Association’s rule prohibiting pets on neighbors’ property is enforceable because it serves as a valid elaboration of the CC&Rs’ nuisance provisions rather than a contradiction, confirming that the Association did not violate state law in adopting the rules regarding pets.

General Legal Principle: Community associations in Utah are subject to multiple sections within the Utah code, as well as the association’s governing documents (the declaration, bylaws, rules, policies, guidelines, and resolutions). [Utah Code § 57-8a-228\(5\)](#) outlines the hierarchy of these laws and documents, including which controls over the others in the event of a conflict, as follows:



[Utah Code § 57-8a-217\(1\)](#) authorizes an association, through its board of trustees, to “adopt, amend, modify, cancel, limit, create exceptions to, or expand the rules of the association”, subject to any limitations imposed in the association’s governing documents or Utah law, including the prohibition on conflicts with higher-level governance, as outlined in [Utah Code § 57-8a-228\(5\)](#). However, a conflict requires that one set of regulations directly “permits or licenses that which” another set “forbids and prohibits, and vice versa.” *Barker v. Labor Comm’n*, 2023 UT App 31, ¶ 11; *see also Reedeker v. Salisbury*, 952 P.2d 577, 587 (discussing that other statutes or rules can apply when the higher-level documents are silent).

Application to Matter: In this matter, Ms. Wilson alleges that Section VI(3) of the Rules is in direct violation of the Association’s CC&Rs and is therefore unenforceable. The Association maintains that there is no conflict between this provision of the Rules and Article VII(4)(3)(b) of the CC&Rs. Article VII, Section 4 of the CC&Rs states in relevant part that “no animal shall be allowed off the lot of the owner except on a leash; and no dog, cat, bird, or pet shall be kept on any Lot by anyone if, in the discretion of the Board, that pet is or becomes a nuisance, threat, or otherwise objectionable to surrounding Lot Owners. All owners of pets shall be responsible for the clean up of said pet’s waste.” Section VI(3) of the Rules further provides that “pets shall not be allowed on any neighbors’ property.” Upon reviewing these provisions together, the Office does not find any conflict between the limitations contained in the CC&Rs and the restrictions further imposed through the Rules. The Board has the discretion, under [Utah Code § 57-8a-217\(1\)](#), to impose rules for the day-to-day management and operation of the Association. It has done so by adopting a rule that helps ensure pets within the Association are less likely to become a nuisance or otherwise objectionable to other homeowners. Because rules do not need to be recorded with the county, they are a standard tool for the Association (and all associations) to expand on the general restrictions imposed by the CC&Rs. Here, the provision at issue within the Rules is an elaboration on the restrictions contained in the CC&Rs, providing specific methods to prevent pets within the community from becoming a nuisance and to prevent trespassing within the community, rather than creating a conflict or contradiction. Accordingly, the Association has not violated Utah law by adopting and enforcing the Rules related to where pets can and cannot be within the Association.

2. [What are the Enforcement Rights of an Association?](#)

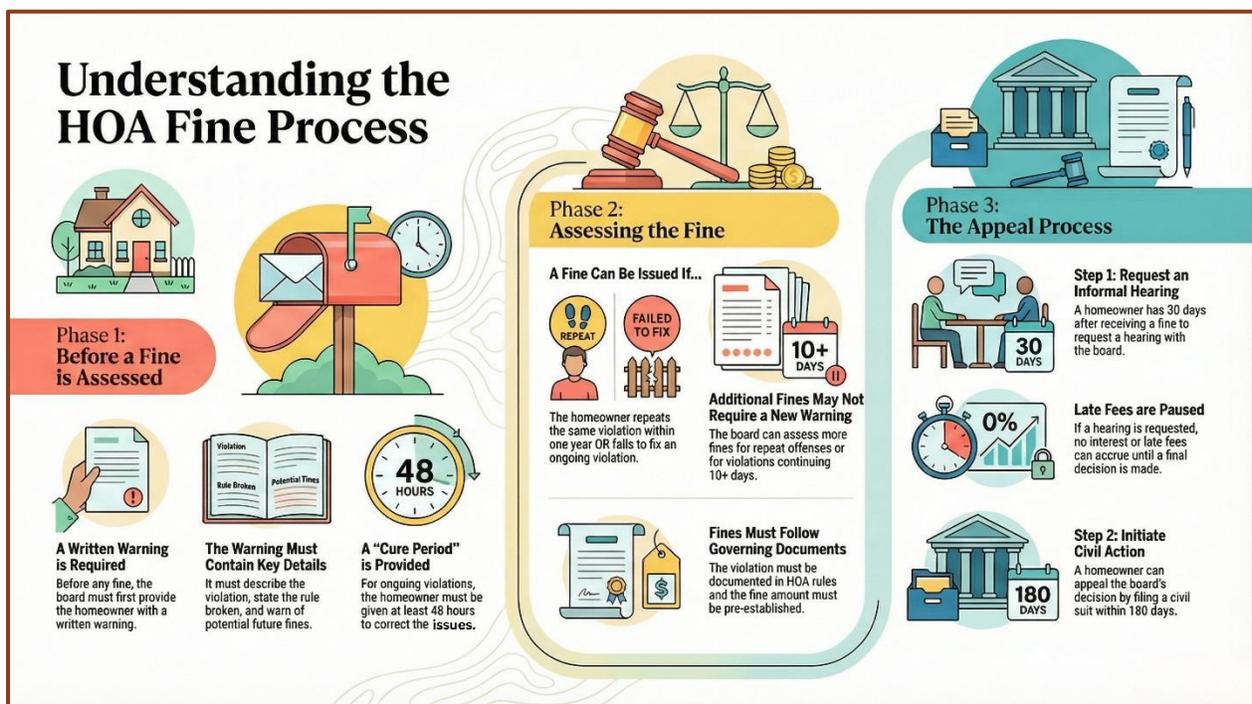
Summary: Under Utah Code, a homeowners’ association may assess fines for rule violations if it provides a formal written warning, enforces regulations uniformly among residents, and allows the homeowner an opportunity to contest the charges through an informal board hearing. In this matter, the Association acted within its legal authority because Ms. Wilson continued her prohibited conduct following a valid courtesy notice and subsequently failed to attend her requested dispute hearing, which left the Board with the discretion to uphold the fines based on the available evidence.

General Legal Principle: [Utah Code § 57-8a-208\(1\)](#) permits an association’s board to assess a fine against a homeowner for a violation of the association’s governing documents, provided that the specific requirements of the statute have been met. [Utah Code § 57-8a-208\(2\)\(a\)](#) requires that, before a fine is assessed, an association must provide the homeowner with a written warning that describes the violation, including the specific rule or provision of the governing documents that has been violated, clearly states that the association may assess fines if a continuing violation is not cured or if the homeowner commits a similar violation within one year after the date of the notice, and provides a time of not less than 48 hours for the homeowner to cure the violation if it is continuing. Once this warning notice has been provided to the homeowner, an association may begin assessing fines if the homeowner fails to cure the continuing violation or commits a similar violation within one year, as stated in [Utah Code § 57-8a-208\(2\)\(b\)](#). Additionally, under [Utah Code § 57-8a-208\(2\)\(c\)](#), an association can continue to impose fines for repeated violations within one year, or for every 10 days after the cure period, so long as the governing documents permit such repeated fines.

Once an association has adopted rules and seeks to enforce them pursuant to [Utah Code § 57-8a-208](#) as described above, the rules must treat similarly situated homeowners similarly. Therefore, to the extent known by an association, it must enforce all violations of the governing documents equally and uniformly against all homeowners under [Utah Code § 57-8a-218\(1\)\(a\)](#). [Utah Code § 57-8a-213](#) allows an

association’s board to use its best judgment and discretion in determining how to enforce the governing documents. Importantly, though, once the board has made its decision as to how to implement and enforce the restrictions and requirements of the governing documents, it must uniformly and consistently enforce them in that manner under [Utah Code § 57-8a-218\(1\)\(a\)](#).

In the event an association does impose a fine under [Utah Code § 57-8a-208](#), the homeowner has the right to request an informal hearing to dispute the fine pursuant to [Utah Code § 57-8a-208\(4\)](#), which must be held by the board and provide the homeowner with an opportunity to present their position on the matter, as outlined in [Utah Code § 57-8a-208\(4\)\(b\)](#). If a homeowner submits a request for a hearing to dispute the fine, under [Utah Code § 57-8a-208\(4\)\(c\)](#), no interest or late fees can accrue on the fine until the board has held the hearing and provided its final decision to the homeowner. As noted in [Utah Code § 57-8a-208\(4\)](#), the association’s board is responsible for holding the hearing, listening to the arguments and information presented by the homeowner, and issuing a final decision regarding whether to waive or enforce the fine.



Application to Matter: In this matter, the information provided by the parties shows that CMS sent Ms. Wilson a “courtesy notice” which contained all the required information under [Utah Code § 57-8a-208\(2\)\(a\)](#). Once that notice had been provided to Ms. Wilson, any further violation of the same provision of the Rules made her subject to the fine schedule contained in Section IX of the Rules. Because the violation in question was not continuous and was a discrete event, no cure period was required under [Utah Code § 57-8a-208\(2\)\(b\)](#), and any further violations of the same provision were grounds for the imposition of fines in accordance with the fine schedule. Based on the information provided by the parties to the Office, Ms. Wilson subsequently engaged in the same conduct giving rise to the “courtesy notice” on at least two occasions following her being sent the notice. The Association was therefore legally allowed to issue the fines in question to Ms. Wilson. Upon receiving notice of the fines, Ms. Wilson then engaged with the Association in seeking a hearing to dispute the violation and the fines, as permitted and required under [Utah Code § 57-8a-208\(4\)](#).

Crucial to the Office's opinion is the fact that the Board complied with the requirements of Utah law in scheduling and holding the hearing for Ms. Wilson to present her arguments and position regarding the Rules, their enforcement, any consent or approval she may have received from other homeowners, and the fines themselves. However, despite the Board's compliance with [Utah Code § 57-8a-208\(4\)](#), Ms. Wilson did not attend the hearing and has made no effort to explain her absence or request that the hearing be rescheduled. Up to the scheduled hearing, both parties had acted in accordance with Utah law regarding rules and fines. As demonstrated above, the Association had the authority to pass the Rules as specific methods of implementing the requirements of the CC&Rs related to preventing pets from becoming nuisances and trespassing. Ms. Wilson properly went through the process of requesting a hearing before the Board to dispute the violation and explain why enforcement should not be taken. However, based on Ms. Wilson's failure to attend and participate in the hearing she requested pursuant to [Utah Code § 57-8a-208\(4\)](#), the Board was left without any information she may have provided regarding why the Rules were invalid, why they should not be enforced in the manner implemented by the Board, or why the fines she had been issued should be waived. Indeed, from the information provided to the Office, it appears that the Board upheld the fines based on the information available to them after conducting their own independent investigation, including contacting the record owner of Lot 110 and sending written notice of their final decision to Ms. Wilson. If Ms. Wilson had attended the hearing, she would not only have had the opportunity to present her case regarding the fines, but also to provide evidence of the approval she had received from the other owners of Lot 110. She could have also provided information regarding other homeowners who are violating the Rules but have not had action taken against them, as she claims, to support her argument of selective enforcement; yet she did not do so. Accordingly, the Board had the discretion to uphold the fines following Ms. Wilson's non-appearance, and the Association has not violated Utah law in enforcing the Rules against her, either in terms of the fines levied or the claims of selective enforcement.

CONCLUSION

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

1. **Governing Document Conflicts:** The Association's rule prohibiting pets on neighbors' property is enforceable because it serves as a valid elaboration of the CC&Rs' nuisance provisions rather than a contradiction, confirming that the Association did not violate state law.
2. **Enforcement Rights:** The Association acted within its legal authority because Ms. Wilson continued her prohibited conduct following a valid courtesy notice and subsequently failed to attend her requested dispute hearing, which left the Board with the discretion to uphold the fines based on the available evidence.



Erin Rider (Dec 29, 2025 16:22:04 MST)

Erin Rider

Director



Office of the Homeowners'
Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

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 intended as legal advice and does not establish an attorney-client relationship. 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/>.