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Office of the Homeowners'
Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

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ADVISORY OPINION NO. 2026-08

<u>Applicant Name:</u>	Lloyd Sutton
<u>Association Name:</u>	Woodland Estates Master 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>	03/18/2026

LEGEND OF DEFINED TERMS

Association	Woodland Estates Master Association
Board	Board of Directors
Bylaws	Amended and Restated Bylaws of Woodland Estates Master Association, Inc., recorded September 27, 2023, as subsequently amended
CC&Rs	Declaration of Consolidation and First Amended & Restated Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements and Supplemental Declaration for Woodland Estates, recorded September 27, 2023, as subsequently amended
Declarant	Woodland Estates Washington Fields, LLC
Governing Documents	The CC&Rs (Declaration), Bylaws, and Rules/Policies of the Association
Mr. Sutton	Lloyd Sutton
Office	Office of the Homeowners' Association Ombudsman
Sunwest	Sunwest Management

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. Sutton and the Association regarding the duration of the developer's period of administrative control and the procedural validity of financial decisions made during that time. Mr. Sutton challenges the Association's ability to increase assessments or enter into loan agreements with the Declarant without holding open board meetings or maintaining formal minutes. Conversely, the Association asserts that financial actions taken during the period of administrative control were within the Declarant's authority. The material facts, as presented to the Office, are as follows:

- On September 27, 2023, the CC&Rs and Bylaws were recorded, consolidating the townhomes and patio homes into a single association.
- On May 20, 2024, the Association held an Annual Meeting. Because a quorum was not met, no official business was conducted. Immediately thereafter, a general board meeting was held, during which Board officers were re-elected.
- On December 6, 2024, a community update email was distributed to homeowners regarding the 2025 budget. The notification stated that the budget was posted to the owner portal and that townhome assessments were set at \$174 per month.
- On August 27, 2025, Mr. Sutton emailed Sunwest to inquire about the timeline for the transition of the board from the developer to the homeowners. Sunwest responded that the transition was expected to be approximately 1 year after the developer no longer owned any lots, noting that the last home was sold in May 2025.
- On October 31, 2025, Philippa Sutton (Mr. Sutton's spouse) emailed management regarding the board selection process and the number of members. Management replied that there were five board members (two residents and three developer representatives) and stated that turnover was expected by the end of May 2026.
- On November 14, 2025, Sunwest sent an email regarding the 2026 budget and assessments, announcing that monthly assessments for townhomes would increase to \$190. The email stated the increase was necessitated by a reserve fund requirement and an ongoing repayment obligation to the Declarant for amenity repairs.
- On November 18, 2025, Mr. Sutton requested information regarding the origin of the Declarant repayment, copies of authorizing contracts, and relevant board meeting minutes. Sunwest responded that the loan was for pool and tile repairs and explained that the decision was made the previous year while the Declarant was in control; consequently, no meeting minutes for the decision existed. Sunwest provided Mr. Sutton with a "Request for Inspection of Corporate Records" form.
- On November 23, 2025, Mr. Sutton submitted a Request for Advisory Opinion to the Office of the Homeowners' Association Ombudsman.
- On December 18, 2025, the Office notified Mr. Sutton of his obligation to comply with the dispute resolution procedures contained within the CC&Rs, and the requirement that those procedures be completed before the Office has jurisdiction to issue an advisory opinion under [Utah Code § 13-79-104\(4\)](#).
- On January 6, 2026, Mr. Sutton emailed Sunwest seeking clarification on the assessment increase and the Board transition timeline in the context of Utah Code requirements.

- On January 22, 2026, Mr. Sutton formally requested mediation pursuant to Section 16.7 of the CC&Rs. Sunwest replied, seeking to coordinate mediation in accordance with Section 16.7, while indicating that it would like to receive the advisory opinion from the Office.¹
- On February 20, 2026, Mr. Sutton responded to the Association, indicating that his availability for mediation was limited due to personal circumstances, and that he would follow up with the Association regarding a proposed mediator and dates for mediation.
- On March 6, 2026, the Association provided notice to homeowners that the handover meeting from the Declarant to the homeowners will occur on April 21, 2026, during a meeting of the members.²

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

¹ Because the Association indicated that it is seeking the information contained in the Advisory Opinion from the Office, the Office views this as a conditional waiver of the requirements of Section 16.7 of the CC&Rs. Accordingly, the Office finds the dispute resolution requirements have been satisfied for purposes of [Utah Code § 13-79-104\(4\)](#).

² Mr. Sutton also argues that the Declarant has improperly maintained control of the Association in violation of [Utah Code § 57-8a-502](#). However, the Association has stated on multiple occasions that a handover meeting between the Declarant and homeowners will take place in April 2026. In support of this, the Association has provided the Office with the notice to homeowners identifying April 21, 2026, as the scheduled date for the handover. As such, the Office declines to opine on the exact timeframe for the end of the period of administrative control pursuant to [Utah Code § 13-79-104\(7\)\(a\)\(iii\)](#).

ANALYSIS OF QUESTIONS PRESENTED & GOVERNING LEGAL PRINCIPLES

This dispute raises the following legal questions for the Office: (1) What are the requirements for board meetings during the period of administrative control? (2) What records is an association required to maintain and produce upon request, and what fees can be charged when producing records?

1. What are the Requirements for Board Meetings During the Period of Administrative Control?

Summary: Under Utah law, homeowners' associations must generally hold open meetings for board business, though they can take action without a meeting if done in accordance with the governing documents and Utah law. During the period of administrative control, the association is only required to hold meetings once a year, and anytime there is an increase in fees or assessments. Failure to follow these procedures does not automatically invalidate the board's actions, but it may lead to a claim from homeowners if not properly remedied. In this case, the Association complied with the law because the 2024 fee increase was properly approved by written board consent, and the 2025 increase occurred during an open meeting. Because these actions met the legal requirements and occurred during the period of administrative control, the Association did not violate its obligations to the homeowners.

General Legal Principle: During the period of administrative control, [Utah Code § 57-8a-226\(7\)\(b\)](#) requires only that an association hold an annual meeting and a meeting each time there is an increase in a fee or assessment. Once the period of administrative control ends, there are additional requirements and obligations imposed on an association regarding meetings. [Utah Code § 16-6a-813](#) allows an association's board to take an action without a meeting if all board members consent to the action in writing, unless otherwise stated in the governing documents. When an association holds a board meeting, including those meetings required under [Utah Code § 57-8a-226\(7\)\(b\)](#) during the period of administrative control, it must be open to homeowners under [Utah Code § 57-8a-226\(3\)](#) unless one of the exceptions of [Utah Code § 57-8a-226\(3\)\(b\)](#) applies. Additionally, before a board meeting, notice must be provided to homeowners who request notice under [Utah Code § 57-8a-226\(2\)](#). At an association's board meeting, [Utah Code § 57-8a-226\(4\)](#) requires that homeowners be provided a reasonable opportunity to offer comments.



















Application to Matter: Mr. Sutton does not dispute that the Association has held annual meetings during the period of administrative control. Rather, he argues that the Association has failed to hold the required meetings when fee and assessment amounts have increased. The Association argues that these actions were taken without a meeting under [Utah Code § 16-6a-813](#) for the 2024 increase and during an open meeting for the 2025 increase. Additionally, the Association argues that even if there was a violation of [Utah Code § 57-8a-226](#), that fact does not invalidate the assessment increases because [Utah Code § 57-8a-226\(6\)](#) states that "nothing in this section shall affect the validity or enforceability of an action of a board." [Utah Code § 16-6a-813](#) allows the Association to take action without a meeting provided it complies with the requirements of the statute and its Governing Documents, including the adoption of the annual budget. Therefore, the Association did not violate Utah law in the 2024 budget adoption process. Further, the 2025 assessment increase was approved at a scheduled homeowners' meeting. Accordingly, the Association has not violated Utah law with respect to the assessment increases or the Declarant's meeting obligations during the period of administrative control.

2. What Records is an Association Required to Maintain and Produce Upon Request, and What Fees Can Be Charged When Producing Records?

Summary: Under Utah law, homeowners' associations must provide members with access to specific financial records and meeting minutes within two weeks of a request, generally at no cost if provided electronically. While associations may charge small fees for physical copies or staff time, they must disclose all material facts regarding contracts involving the developer and cannot charge for documents that must already be available on an owner portal. In this case, the Association violated Utah law by failing to disclose the full details of a loan involving the Declarant and by improperly requiring payment for meeting minutes that should have been freely accessible online.

General Legal Principle: Under [Utah Code § 57-8a-227\(1\)](#) and [Utah Code § 16-6a-1601](#), an association is required to maintain and provide access to the following records to its members, including during the period of administrative control:

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

Importantly, under [Utah Code § 16-6a-1601\(2\)](#), an association is required to keep “appropriate accounting records.” However, this term is not defined within the Nonprofit Corporations Act. According to [basic financial principles](#), accounting records are the primary financial summary reports that provide an overview of an organization's economic health, including balance sheets, income statements, and cash flow statements. Additionally, [Utah Code § 57-8a-502\(5\)\(d\)](#) requires the declarant to “maintain records and account for the financial affairs of the association from the association’s inception” during the period of administrative control. [Utah Code § 57-8a-502\(5\)\(c\)](#) requires that the declarant shall “for a service that the association is or will be obligated to provide, disclose to the lot owners the amount of money the declarant provides for or subsidizes for that service.” [Utah Code § 57-8a-502\(5\)\(f\)\(ii\)](#) also requires the declarant to “disclose to the lot owners all material facts and circumstances affecting the financial condition of the association, including the interest of the declarant and the declarant’s affiliates in any contract, lease, or other agreement entered into by the association.” While homeowners may seek other information related

to an association's finances, and its board is welcome to provide such information if it chooses, Utah law does not require disclosure of anything beyond these summary, high-level documents to homeowners unless the disclosure requirements of [Utah Code § 57-8a-502\(5\)\(f\)\(ii\)](#) are implicated by the requested documents or information. When fulfilling a request, an association is allowed to redact information from the required documents under [Utah Code § 57-8a-227\(1\)\(b\)](#) if the information contains social security numbers, bank account numbers, or is subject to attorney-client privilege.

As part of the homeowner's request, under [Utah Code § 57-8a-227\(3\)\(b\)\(i\)](#), they may elect either to inspect or copy the documents. If a homeowner requests copies of the documents, they may elect to have those copies produced either as hard copies or electronic scans per [Utah Code § 57-8a-227\(3\)\(b\)\(ii\)](#). Under [Utah Code § 57-8a-227\(3\)\(b\)\(iii\)\(D\)](#), a homeowner may elect for the association to email the requested documents to the email address provided in the request. Once a homeowner has made a valid request for records under [Utah Code § 57-8a-227\(1\)](#) and [Utah Code § 16-6a-1601](#), an association is required to fulfill that request and provide the documents and records within two weeks after the day the request is received under [Utah Code § 57-8a-227\(4\)\(a\)](#). When an association produces copies or electronic scans of requested documents, under [Utah Code § 57-8a-227\(4\)\(b\)\(ii\)](#), it may charge the requesting homeowner "the reasonable cost of the copies and for time spent meeting with the lot owner." However, these costs "may not exceed the actual cost that the association paid to a recognized third party duplicating service to make the copies or electronic scans or 10 cents per page and \$20 per hour for the employee's, manager's, or other agent's time." If the request is for electronic transmission of the documents, however, under [Utah Code § 57-8a-227\(4\)\(b\)\(iii\)](#), an association may not charge the homeowner for any costs associated with fulfilling the request. [Utah Code § 57-8a-227\(5\)](#) provides penalties against an association that fails to comply with the production requirements, including payment of the reasonable costs of inspecting and copying the requested documents, \$25 per day paid to the requesting homeowner, and reasonable attorney fees incurred by the homeowner in obtaining the requested documents.

Application to Matter: In this matter, Mr. Sutton sought copies of "agreements, contracts, or documents that authorize repayment to the developer, the board meeting minutes where this was discussed or approved (or any actions without a meeting since you mentioned no board meetings were held), [and] reference to the CC&Rs or other documentation where this obligation was disclosed." Additionally, Mr. Sutton requested that these documents be provided to him electronically. In response to this original email request, Sunwest provided Mr. Sutton with a standardized form to complete to formally request the records. Included in that request form is a statement that "I understand and agree that if I request a copy of the above indicated record(s), I agree to pay 10 cents per page and \$15 per hour for the time making the copies, defined in 57-8a-227 4 (B) of the Utah Community Association Act." The Association did have an obligation to provide copies of meeting minutes, which as discussed above, were required for at least the annual meetings that should have been held under [Utah Code § 57-8a-226\(7\)\(b\)\(i\)](#) and any time the Association increased a fee or raised an assessment under [Utah Code § 57-8a-226\(7\)\(b\)\(ii\)](#). Additionally, the contracts and information Mr. Sutton sought related to the loan with the Declarant directly relate to the "material facts and circumstances affecting the financial condition of the association" as they implicate "interest of the declarant and the declarant's affiliates in any contract, lease, or other agreement entered into by the association" under [Utah Code § 57-8a-502\(5\)\(f\)\(ii\)](#). Therefore, the Association also had an obligation to provide Mr. Sutton with, at a minimum, all the material facts related to the contract and loan necessary to understand the Association's financial condition.

Given that the Association is required to maintain copies of meeting minutes and that Mr. Sutton is legally entitled to them, the question remains whether the Association can require Mr. Sutton to pay for

copies of those documents. In Mr. Sutton's original email requesting the meeting minutes, he specifically stated that electronic copies of the documents were acceptable for his purposes. However, in that same email chain, Sunwest stated that the Association held an annual board meeting and that copies of the meeting minutes are available on the Association's portal and accessible to all homeowners. Assuming the Association's meeting minutes are provided to all homeowners through their portal access at no cost, Mr. Sutton would already have access to the requested documents in the form he requested, without any additional payment obligations. [Utah Code § 57-8a-227\(2\)\(a\)\(ii\)\(A\)](#) requires the Association to make the Association's Governing Documents, meeting minutes, and most recent annual budget and financial statement available on its website, including the owner's portal, if it has one, at no cost to the homeowners. Therefore, the Association did not violate Utah law by directing Mr. Sutton to the owner's portal for the requested meeting minutes; however, it violated Utah law by requiring payment for those records through the standardized form. Additionally, the Association violated Utah law by failing to disclose material facts and circumstances regarding the loan contract between the Declarant and the Association.

CONCLUSION

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

1. **Board Meetings During Declarant Control:** The Association complied with the law because the 2024 fee increase was properly approved by written board consent, and the 2025 increase occurred during an open meeting. Because these actions met the legal requirements and occurred during the period of administrative control, the Association did not violate its obligations to the homeowners.
2. **Record Requests & Payment:** The Association violated Utah law by failing to disclose the full details of a loan involving the Declarant and by improperly requiring payment for meeting minutes that should have been freely accessible online.



Erin Rider (Mar 18, 2026 10:22:05 MDT)

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/>.