

Part 2 **Administrative Provisions**

57-8a-201 Payment of a common expense or assessment -- Late fees.

- (1) An owner shall pay the owner's proportionate share of:
 - (a) the common expenses; and
 - (b) any other assessments levied by the association.
- (2) A payment described in Subsection (1) shall be in the amount and at the time determined by the board of directors in accordance with the terms of the:
 - (a) declaration; or
 - (b) bylaws.
- (3) An assessment levied against a lot is:
 - (a) a debt of the owner at the time the assessment is made; and
 - (b) collectible as a debt described in Subsection (3)(a).
- (4) The board of directors may impose, for a late payment:
 - (a) a late fee, not to exceed the greater of:
 - (i) 10% of the assessment amount; or
 - (ii) \$50; and
 - (b) interest on the assessment and late fee of up to 1.5% per month.
- (5) Before imposing a fee under this section, the board of directors shall:
 - (a) adopt a fee schedule by rule in accordance with Section 57-8a-217 that describes the amount of fee the board shall impose; and
 - (b) provide a copy of the fee schedule to each lot owner.

Amended by Chapter 226, 2025 General Session

57-8a-206 Written statement of unpaid assessment.

- (1)
 - (a) The manager or board of directors shall issue a written statement indicating any unpaid assessment with respect to a lot covered by the request, upon:
 - (i) the written request of any unit owner; and
 - (ii) payment of a reasonable fee not to exceed \$10.
 - (b) The written statement described in Subsection (1)(a) is binding in favor of any person who relies in good faith on the written statement upon the:
 - (i) remaining owners;
 - (ii) manager; and
 - (iii) board of directors.
- (2) Unless the manager or board of directors complies with a request described in Subsection (1)(a) within 10 days, any unpaid assessment that became due prior to the date the request described in Subsection (1)(a) was made is subordinate to a lien held by the person requesting the statement pursuant to Subsection (1)(a).

Enacted by Chapter 153, 2004 General Session

57-8a-208 Fines.

- (1) A board may assess a fine against a lot owner for a violation of the association's governing documents in accordance with the provisions of this section.

(2)

- (a) Before assessing a fine under Subsection (1), the board shall give the lot owner a written warning that:
 - (i) describes the violation;
 - (ii) states the rule or provision of the association's governing documents that the lot owner's conduct violates;
 - (iii) states that the board may, in accordance with the provisions of this section, assess fines against the lot owner if a continuing violation is not cured or if the lot owner commits similar violations within one year after the day on which the board gives the lot owner the written warning or assesses a fine against the lot owner under this section; and
 - (iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the board gives the lot owner the written warning by which the lot owner shall cure the violation.
- (b) A board may assess a fine against a lot owner if:
 - (i) within one year after the day on which the board gives the lot owner a written warning described in Subsection (2)(a), the lot owner commits another violation of the same rule or provision identified in the written warning; or
 - (ii) for a continuing violation, the lot owner does not cure the violation within the time period that is stated in the written warning described in Subsection (2)(a).
- (c) If permitted by the association's governing documents, after the board assesses a fine against a lot owner under this section, the board may, without further warning under this Subsection (2), assess an additional fine against the lot owner each time the lot owner:
 - (i) commits a violation of the same rule or provision within one year after the day on which the board assesses a fine for a violation of the same rule or provision; or
 - (ii) allows a violation to continue for 10 days or longer after the day on which the board assesses the fine.

(3) A fine assessed under Subsection (1) shall:

- (a) be made only for a violation of a rule, covenant, condition, or restriction that is in the association's governing documents;
- (b) be in the amount provided for in the association's governing documents; and
- (c) accrue interest and late fees as provided in the association's governing documents.

(4)

- (a) A lot owner who is assessed a fine under Subsection (1) may request an informal hearing before the board to dispute the fine within 30 days after the day on which the lot owner receives notice that the fine is assessed.
- (b) At a hearing described in Subsection (4)(a), the board shall:
 - (i) provide the lot owner a reasonable opportunity to present the lot owner's position to the board; and
 - (ii) allow the lot owner, a board member, or any other person involved in the hearing to participate in the hearing by means of electronic communication.
- (c) If a lot owner timely requests an informal hearing under Subsection (4)(a), no interest or late fees may accrue until after the board conducts the hearing and the lot owner receives a final decision.

(5) A lot owner may appeal a fine assessed under Subsection (1) by initiating a civil action within 180 days after:

- (a) if the lot owner timely requests an informal hearing under Subsection (4), the day on which the lot owner receives a final decision from the board; or

- (b) if the lot owner does not timely request an informal hearing under Subsection (4), the day on which the time to request an informal hearing under Subsection (4) expires.
- (6)
 - (a) Subject to Subsection (6)(b), a board may delegate the board's rights and responsibilities under this section to a managing agent.
 - (b) A board may not delegate the board's rights or responsibilities described in Subsection (4)(b).
- (7) The provisions of this section apply to an association regardless of when the association is created.

Amended by Chapter 22, 2015 General Session

57-8a-209 Rental restrictions.

- (1)
 - (a) Subject to Subsections (1)(b), (5), (6), and (10), an association may:
 - (i) create restrictions on the number and term of rentals in an association; or
 - (ii) prohibit rentals in the association.
 - (b) Except as provided in Subsection (1)(c), an association that creates a rental restriction or prohibition in accordance with Subsection (1)(a) shall create the rental restriction or prohibition in a recorded declaration of covenants, conditions, and restrictions, or by amending the recorded declaration of covenants, conditions, and restrictions.
 - (c) An association may establish, by rule, a minimum lease term of six months or less.
- (2) If an association prohibits or imposes a restriction on the number and term of rentals or charges a fee described in Subsection (9)(c), the association shall:
 - (a) exempt the following from the prohibition, restriction, or fee:
 - (i) a lot owner in the military for the period of the lot owner's deployment;
 - (ii) a lot occupied by a lot owner's parent, child, or sibling;
 - (iii) a lot owner whose employer has relocated the lot owner for two years or less;
 - (iv) a lot owned by an entity that is occupied by an individual who:
 - (A) has voting rights under the entity's organizing documents; and
 - (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
 - (v) a lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - (A) the estate of a current resident of the lot; or
 - (B) the parent, child, or sibling of the current resident of the lot;
- (b) allow a lot owner who has a rental in the association before the time the rental restriction described in Subsection (1)(a) is recorded with the county recorder of the county in which the association is located to continue renting without a fee described in Subsection (9)(c) until:
 - (i) the lot owner occupies the lot;
 - (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the lot, occupies the lot; or
 - (iii) the lot is transferred; and
- (c) create, by rule or resolution, procedures to:
 - (i) determine and track the number of rentals and lots in the association subject to the provisions described in Subsections (2)(a) and (b); and
 - (ii) ensure consistent administration and enforcement of any rental prohibition, restriction, or fee.

(3) For purposes of Subsection (2)(b)(iii), a transfer occurs when one or more of the following occur:

- (a) the conveyance, sale, or other transfer of a lot by deed;
- (b) the granting of a life estate in the lot; or
- (c) if the lot is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

(4) This section does not limit or affect residency age requirements for an association that complies with the requirements of the Housing for Older Persons Act, 42 U.S.C. Sec. 3607.

(5) A declaration of covenants, conditions, and restrictions or amendments to the declaration of covenants, conditions, and restrictions recorded before the transfer of the first lot from the initial declarant may prohibit or restrict rentals without providing for the exceptions, provisions, and procedures required under Subsection (2).

(6)

- (a) Subsections (1) through (5) do not apply to:
 - (i) an association that contains a time period unit as defined in Section 57-8-3;
 - (ii) any other form of timeshare interest as defined in Section 57-19-2; or
 - (iii) subject to Subsection (6)(b), an association that is formed before May 12, 2009, unless, on or after May 12, 2015, the association:
 - (A) adopts a rental restriction or prohibition; or
 - (B) amends an existing rental restriction or prohibition.
- (b) An association that adopts a rental restriction or amends an existing rental restriction or prohibition before May 9, 2017, is not required to include the exemption described in Subsection (2)(a)(iv).

(7) Notwithstanding this section, an association may restrict or prohibit rentals without an exception described in Subsection (2) if:

- (a) the restriction or prohibition receives unanimous approval by all lot owners; and
- (b) when the restriction or prohibition requires an amendment to the association's recorded declaration of covenants, conditions, and restrictions, the association fulfills all other requirements for amending the recorded declaration of covenants, conditions, and restrictions described in the association's governing documents.

(8) Except as provided in Subsection (9), an association may not require a lot owner who owns a rental lot to:

- (a) obtain the association's approval of a prospective renter;
- (b) give the association:
 - (i) a copy of a rental application;
 - (ii) a copy of a renter's or prospective renter's credit information or credit report;
 - (iii) a copy of a renter's or prospective renter's background check; or
 - (iv) documentation to verify the renter's age;
- (c) pay an additional assessment, fine, or fee because the lot is a rental lot;
- (d) use a lease agreement provided by the association; or
- (e) obtain the association's approval of a lease agreement.

(9)

- (a) A lot owner who owns a rental lot shall give an association the documents described in Subsection (8)(b) if the lot owner is required to provide the documents by court order or as part of discovery under the Utah Rules of Civil Procedure.
- (b) If an association's declaration of covenants, conditions, and restrictions lawfully prohibits or restricts occupancy of the lots by a certain class of individuals, the association may

require a lot owner who owns a rental lot to give the association the information described in Subsection (8)(b), if:

- (i) the information helps the association determine whether the renter's occupancy of the lot complies with the association's declaration of covenants, conditions, and restrictions; and
- (ii) the association uses the information to determine whether the renter's occupancy of the lot complies with the association's declaration of covenants, conditions, and restrictions.

(c) An association that permits at least 35% of the lots in the association to be rental lots may charge a lot owner who owns a rental lot a fee of up to \$200 once every 12 months to defray the association's additional administrative expenses directly related to a lot that is a rental lot, as detailed in a notice described in Subsection (12).

(d) An association may require a lot owner who owns a rental lot and the renter of the lot owner's rental lot to sign an addendum to a lease agreement provided by the association.

(e) Before an association may charge a fee described in Subsection (9)(c), an association shall:

- (i) provide notice to each lot owner in the association of a board meeting described in Subsection (9)(e)(ii) 15 days before the day on which the association holds the board meeting;
- (ii) hold a board meeting to discuss and allow lot members to publicly comment on:
 - (A) the new administrative expenses that the association intends to cover using the funds from the fee; and
 - (B) the circumstances that require the association to impose or increase the fee; and
- (iii) ensure that during the board meeting described in Subsection (9)(e)(ii), the board approves the fee by a majority vote.

(10) Notwithstanding Subsection (1)(a), an association may not restrict or prohibit the rental of an internal accessory dwelling unit, as defined in Section 10-21-101 or 17-80-101, constructed within a lot owner's residential lot, if the internal accessory dwelling unit complies with all applicable:

- (a) land use ordinances;
- (b) building codes;
- (c) health codes; and
- (d) fire codes.

(11) The provisions of Subsections (8) through (10) apply to an association regardless of when the association is created.

(12) Within 30 days after the day on which the association imposes a fee described in Subsection (9)(c), an association shall provide to each lot owner impacted by the fee a notice describing:

- (a) the new administrative expenses that the association intends to cover using the funds from the fee; and
- (b) the circumstances that require the association to impose or increase the fee.

(13)

- (a) A lot owner may contest a fee described in Subsection (9)(c) by providing to the association a written request that the association waive the fee if:
 - (i) the association fails to provide the notice described in Subsection (12) within 30 days after the day on which the association imposes the fee; or
 - (ii) the notice the association provides to the lot owner does not contain the information required in Subsection (12).
- (b) If a lot owner contests a fee under this Subsection (13) by submitting a written request, an association of lot owners shall waive the fee if:
 - (i) the association does not provide the notice described in Subsection (12) to the lot owner; or

- (ii) a notice provided by the association does not contain the information required in Subsection (12).
- (14)
 - (a) A lot owner of a rental lot may designate, in a written notice to the association, a primary contact individual who is not the lot owner with whom the association may communicate as though the primary contact individual is the lot owner.
 - (b) If a lot owner designates a primary contact individual under this Subsection (14), the association shall provide the lot owner a written notice that confirms the association has changed the association's records to identify the primary contact individual designated by the lot owner.

Amended by Chapter 15, 2025 Special Session 1

57-8a-210 Lender approval -- Declaration amendments and association action.

- (1) If a security holder's consent is a condition for amending a declaration or bylaw, or for an action of the association, then, subject to Subsection (4), the security holder's consent is presumed if:
 - (a) written notice of the proposed amendment or action is sent by certified or registered mail to the security holder's address listed for receiving notice in the recorded trust deed or other recorded document evidencing the security interest;
 - (b) 60 days have passed after the day on which notice was mailed; and
 - (c) the person designated for receipt of the response in the notice has not received a written response from the security holder either consenting to or refusing to accept the amendment or action.
- (2) The provisions of Subsection (1) shall apply to:
 - (a) an association formed before and after May 12, 2009; and
 - (b) documents created and recorded before and after May 12, 2009.
- (3) If, under Subsection (1), a security holder's address for receiving notice is not provided in the recorded documents evidencing the security interest, the association:
 - (a) shall use reasonable efforts to find a mailing address for the security holder; and
 - (b) may send the notice to any address obtained under Subsection (3)(a).
- (4) If a security holder responds in writing within 60 days after the day on which a notice is mailed under Subsection (1), indicating that the security interest has been assigned or conveyed to another person, without any recorded document evidencing such a conveyance, the association:
 - (a) may not presume the security holder's consent under Subsection (1); and
 - (b) shall send a notice in accordance with Subsection (1) to the person assigned or conveyed the security interest.
- (5) The association shall:
 - (a) send a notice as described in Subsection (4)(b) to the person assigned or conveyed the interest at an address provided by the security holder under Subsection (4); or
 - (b) if no address is provided, shall use reasonable efforts to find a mailing address for, and send notice to, the person assigned or conveyed the interest.

Enacted by Chapter 178, 2009 General Session

57-8a-211 Reserve analysis -- Reserve fund.

- (1) As used in this section:
 - (a) "Reserve analysis" means an analysis to determine:

- (i) the need for a reserve fund to accumulate reserve funds; and
- (ii) the appropriate amount of any reserve fund.
- (b) "Reserve fund line item" means the line item in an association's annual budget that identifies the amount to be placed into a reserve fund.
- (c) "Reserve funds" means money to cover:
 - (i) the cost of repairing, replacing, or restoring common areas and facilities that have a useful life of three years or more and a remaining useful life of less than 30 years, if the cost cannot reasonably be funded from the general budget or other funds of the association; or
 - (ii) a shortfall in the general budget, if:
 - (A) the shortfall occurs while a state of emergency declared in accordance with Section 53-2a-206 is in effect;
 - (B) the geographic area for which the state of emergency described in Subsection (1)(c)(ii)(A) is declared extends to the entire state; and
 - (C) at the time the money is spent, more than 10% of lot owners that are not board members in the association are delinquent in the payment of assessments as a result of events giving rise to the state of emergency described in Subsection (1)(c)(ii)(A).

(2) Except as otherwise provided in the governing documents, a board shall:

- (a) cause a reserve analysis to be conducted no less frequently than every six years; and
- (b) review and, if necessary, update a previously conducted reserve analysis no less frequently than every three years.

(3) The board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the board, to conduct the reserve analysis.

(4) A reserve fund analysis shall include:

- (a) a list of the components identified in the reserve analysis that will reasonably require reserve funds;
- (b) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis;
- (c) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis;
- (d) an estimate of the total annual contribution to a reserve fund necessary:
 - (i) to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and
 - (ii) to prepare for a shortfall in the general budget that the association or board may use reserve funds to cover; and
- (e) a reserve funding plan that recommends how the association may fund the annual contribution described in Subsection (4)(d).

(5) An association shall:

- (a) annually provide lot owners a summary of the most recent reserve analysis or update; and
- (b) provide a copy of the complete reserve analysis or update to a lot owner who requests a copy.

(6) In formulating the association's budget each year, an association shall include a reserve fund line item in:

- (a) an amount the board determines, based on the reserve analysis, to be prudent; or
- (b) an amount required by the governing documents, if the governing documents require an amount higher than the amount determined under Subsection (6)(a).

(7)

- (a) Within 45 days after the day on which an association adopts the association's annual budget, the lot owners may veto the reserve fund line item by a 51% vote of the allocated voting interests in the association at a special meeting called by the lot owners for the purpose of voting whether to veto a reserve fund line item.
- (b) If the lot owners veto a reserve fund line item under Subsection (7)(a) and a reserve fund line item exists in a previously approved annual budget of the association that was not vetoed, the association shall fund the reserve account in accordance with that prior reserve fund line item.

(8)

- (a) Subject to Subsection (8)(b), if an association does not comply with the requirements described in Subsection (5), (6), or (7) and fails to remedy the noncompliance within the time specified in Subsection (8)(c), a lot owner may file an action in state court for:
 - (i) injunctive relief requiring the association to comply with the requirements of Subsection (5), (6), or (7);
 - (ii) \$500 or the lot owner's actual damages, whichever is greater;
 - (iii) any other remedy provided by law; and
 - (iv) reasonable costs and attorney fees.
- (b) No fewer than 90 days before the day on which a lot owner files a complaint under Subsection (8)(a), the lot owner shall deliver written notice described in Subsection (8)(c) to the association.
- (c) A notice under Subsection (8)(b) shall state:
 - (i) the requirement in Subsection (5), (6), or (7) with which the association has failed to comply;
 - (ii) a demand that the association come into compliance with the requirements; and
 - (iii) a date, no fewer than 90 days after the day on which the lot owner delivers the notice, by which the association shall remedy its noncompliance.
- (d) In a case filed under Subsection (8)(a), a court may order an association to produce the summary of the reserve analysis or the complete reserve analysis on an expedited basis and at the association's expense.

(9)

- (a) A board may not use money in a reserve fund for any purpose other than the purpose for which the reserve fund was established, unless a majority of association members vote to approve the use of reserve fund money for that purpose.
- (b)
 - (i) A board may not use money in a reserve fund for daily maintenance expenses, unless:
 - (A) a majority of association members vote to approve the use of reserve fund money for daily maintenance expenses; or
 - (B) there exists in the general budget a shortfall that the board may use reserve funds to cover.
 - (ii) Association members may prohibit the use of reserve fund money for daily maintenance expenses under the circumstances described in Subsection (9)(b)(i)(B) by a 51% vote of the allocated voting interest in the association at a special meeting:
 - (A) for which each lot owner receives at least 48 hours notice; and
 - (B) the lot owners call for the purpose of voting whether to prohibit the use of reserve fund money for daily maintenance expenses under the circumstances described in Subsection (9)(b)(i)(B).
- (c) A board shall maintain a reserve fund separate from other association funds.
- (d) This Subsection (9) may not be construed to:
 - (i) limit a board from prudently investing money in a reserve fund, subject to any investment constraints imposed by the governing documents;

- (ii) excuse an association from the requirements described in Section 57-8a-229; or
- (iii) permit the use of money in a reserve fund for a legal action described in Section 57-8a-229.

(10) Subsections (2) through (9) do not apply to an association during the period of administrative control.

(11) For a project whose initial declaration of covenants, conditions, and restrictions is recorded on or after May 12, 2015, during the period of administrative control, for any property that the declarant sells to a third party, the declarant shall give the third party:

- (a) a copy of the association's governing documents; and
- (b) a copy of the association's most recent financial statement that includes any reserve funds held by the association or by a subsidiary of the association.

(12) Except as otherwise provided in this section, this section applies to each association, regardless of when the association was created.

Amended by Chapter 218, 2021 General Session

57-8a-212 Content of a declaration.

- (1) An initial declaration recorded on or after May 10, 2011 shall contain:
 - (a) the name of the project;
 - (b) the name of the association;
 - (c) a statement that the project is not a cooperative;
 - (d) a statement indicating any portions of the project that contain condominiums governed by Chapter 8, Condominium Ownership Act;
 - (e) if the declarant desires to reserve the option to expand the project, a statement reserving the option to expand the project;
 - (f) the name of each county in which any part of the project is located;
 - (g) a legally sufficient description of the real estate included in the project;
 - (h) a description of any limited common areas and any real estate that is or is required to become common areas;
 - (i) any restriction on the alienation of a lot, including a restriction on leasing; and
 - (j)
 - (i) an appointment of a trustee who qualifies under Subsection 57-1-21(1)(a)(i) or (iv); and
 - (ii) the following statement: "The declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to (name of trustee), with power of sale, the lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of the declaration."
- (2) A declaration may contain any other information the declarant considers appropriate, including any restriction on the use of a lot, the number of persons who may occupy a lot, or other qualifications of a person who may occupy a lot.
- (3) The location of a limited common area or real estate described in Subsection (1)(g) may be shown on a subdivision plat.

Amended by Chapter 152, 2013 General Session

57-8a-212.5 Compliance with governing documents.

Subject to reasonable compliance therewith by the board, each lot owner shall reasonably comply with the governing documents, as the governing documents may be lawfully amended from time to time, and failure to comply shall be ground for an action to recover sums due for damages

or injunctive relief or both, maintainable by the board on behalf of the lot owners, or in a proper case, by an aggrieved lot owner.

Enacted by Chapter 395, 2018 General Session

57-8a-213 Board action to enforce governing documents -- Parameters.

- (1)
 - (a) The board shall use its reasonable judgment to determine whether to exercise the association's powers to impose sanctions or pursue legal action for a violation of the governing documents, including:
 - (i) whether to compromise a claim made by or against the board or the association; and
 - (ii) whether to pursue a claim for an unpaid assessment.
 - (b) The association may not be required to take enforcement action if the board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances:
 - (i) the association's legal position does not justify taking any or further enforcement action;
 - (ii) the covenant, restriction, or rule in the governing documents is likely to be construed as inconsistent with current law;
 - (iii)
 - (A) a technical violation has or may have occurred; and
 - (B) the violation is not material as to a reasonable person or does not justify expending the association's resources; or
 - (iv) it is not in the association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria.
 - (2) Subject to Subsection (3), if the board decides under Subsection (1)(b) to forego enforcement, the association is not prevented from later taking enforcement action.
 - (3) The board may not be arbitrary, capricious, or against public policy in taking or not taking enforcement action.
 - (4) This section does not govern whether the association's action in enforcing a provision of the governing documents constitutes a waiver or modification of that provision.

Enacted by Chapter 355, 2011 General Session

57-8a-214 Fair and reasonable notice.

- (1) Notice that an association provides by a method allowed under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, constitutes fair and reasonable notice, regardless of whether or not the association is a nonprofit corporation.
- (2) Notice that an association provides by a method not referred to in Subsection (1) constitutes fair and reasonable notice if:
 - (a) the method is authorized in the declaration, articles, bylaws, or rules; and
 - (b) considering all the circumstances, the notice is fair and reasonable.
- (3)
 - (a) If provided in the declaration, articles, bylaws, or rules, an association may provide notice by electronic means, including text message, email, or the association's website.
 - (b) Notwithstanding Subsection (3)(a), a lot owner may, by written demand, require an association to provide notice to the lot owner by mail.

Enacted by Chapter 355, 2011 General Session

57-8a-215 Budget.

- (1) At least annually the board shall prepare and adopt a budget for the association.
- (2) The board shall present the adopted budget to association members at a meeting of the members.
- (3) A budget is disapproved if within 45 days after the date of the meeting under Subsection (2) at which the board presents the adopted budget:
 - (a) there is a vote of disapproval by at least 51% of all the allocated voting interests of the lot owners in the association; and
 - (b) the vote is taken at a special meeting called for that purpose by lot owners under the declaration, articles, or bylaws.
- (4) If a budget is disapproved under Subsection (3), the budget that the board last adopted that was not disapproved by members continues as the budget until and unless the board presents another budget to members and that budget is not disapproved.
- (5) During the period of administrative control, association members may not disapprove a budget.

Enacted by Chapter 355, 2011 General Session

57-8a-216 Association bylaws -- Recording required -- Bylaw requirements.

- (1)
 - (a) No later than the date of the first lot sale, an association shall file its bylaws for recording in the office of the recorder of each county in which any part of the real estate included within the association is located.
 - (b) If an association fails to file bylaws for recording within the time specified in Subsection (1)(a), the board may file the bylaws for recording as provided in Subsection (1)(a).
- (2) Unless otherwise provided in the declaration, an association's bylaws shall state:
 - (a) the number of board members;
 - (b) the title of each of the association's officers;
 - (c) the manner and method of officer election by the board or, if the declaration requires, by the lot owners;
 - (d)
 - (i) the board member's and officer's:
 - (A) qualifications;
 - (B) powers and duties; and
 - (C) terms of office;
 - (ii) the method for removing a board member or officer; and
 - (iii) the method for filling a board member or officer vacancy;
 - (e) the powers that the board or officers may delegate to other persons or to a managing agent;
 - (f) the officers who may prepare, execute, certify, and record amendments to the declaration on behalf of the association;
 - (g) a method for the board or lot owners to amend the bylaws, consistent with Section 16-6a-1010; and
 - (h) subject to the provisions of the declaration and unless the declaration or this chapter requires that a provision appear in a declaration, any other matter that is necessary or appropriate for conducting the affairs of the association, including:
 - (i) meetings;
 - (ii) voting requirements; and
 - (iii) quorum requirements.

(3) An association shall file any amended bylaws for recording in the same manner as the association is required to file the initial bylaws for recording under Subsection (1).

Enacted by Chapter 355, 2011 General Session

57-8a-217 Association rules, including design criteria -- Requirements and limitations relating to board's action on rules and design criteria -- Vote of disapproval.

(1)

- (a) Subject to Subsection (1)(b), a board may adopt, amend, modify, cancel, limit, create exceptions to, or expand the rules of the association.
- (b) A board's action under Subsection (1)(a) is subject to:
 - (i) this section;
 - (ii) any limitation that the declaration imposes on the authority stated in Subsection (1)(a);
 - (iii) the limitation on rules in Sections 57-8a-218 and 57-8a-219;
 - (iv) the board's duty to exercise business judgment on behalf of:
 - (A) the association; and
 - (B) the lot owners in the association;
 - (v) the right of the lot owners or declarant to disapprove the action under Subsection (4) ; and
 - (vi) Subsection (7).
- (2) Except as provided in Subsection (3), before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the rules of the association, the board shall:
 - (a) at least 15 days before the board will meet to consider a change to a rule or design criterion, deliver notice to lot owners, as provided in Section 57-8a-214, that the board is considering a change to a rule or design criterion;
 - (b) provide an open forum at the board meeting giving lot owners an opportunity to be heard at the board meeting before the board takes action under Subsection (1)(a); and
 - (c) deliver a copy of the change in the rules or design criteria approved by the board to the lot owners as provided in Section 57-8a-214 within 15 days after the date of the board meeting.
- (3)

 - (a) Subject to Subsection (3)(b), a board may adopt a rule without first giving notice to the lot owners under Subsection (2) if there is an imminent risk of harm to a common area, a limited common area, a lot owner, an occupant of a lot, a lot, or a dwelling.
 - (b) The board shall provide notice under Subsection (2) to the lot owners of a rule adopted under Subsection (3)(a).

- (4) A board action in accordance with Subsections (1), (2), and (3) is disapproved if within 60 days after the date of the board meeting where the action was taken:
 - (a)
 - (i) there is a vote of disapproval by at least 51% of all the allocated voting interests of the lot owners in the association; and
 - (ii) the vote is taken at a special meeting called for that purpose by the lot owners under the declaration, articles, or bylaws; or
 - (b)
 - (i) the declarant delivers to the board a writing of disapproval; and
 - (ii)
 - (A) the declarant is within the period of administrative control; or
 - (B) for an expandable project, the declarant has the right to add real estate to the project.
- (5)

- (a) The board has no obligation to call a meeting of the lot owners to consider disapproval, unless lot owners submit a petition, in the same manner as the declaration, articles, or bylaws provide for a special meeting, for the meeting to be held.
- (b) Upon the board receiving a petition under Subsection (5)(a), the effect of the board's action is:
 - (i) stayed until after the meeting is held; and
 - (ii) subject to the outcome of the meeting.
- (6) During the period of administrative control, a declarant may exempt the declarant from association rules and the rulemaking procedure under this section if the declaration reserves to the declarant the right to exempt the declarant.
- (7) An action against an association or member of the association's board based upon failure to comply with the requirements of Subsection (2) shall be commenced no later than 18 months after the day on which the board took the challenged action under Subsection (2).

Amended by Chapter 503, 2023 General Session

57-8a-218 Equal treatment by rules required -- Limits on association rules and design criteria.

- (1)
 - (a) Except as provided in Subsection (1)(b), a rule shall treat similarly situated lot owners similarly.
 - (b) A rule may:
 - (i) vary according to the level and type of service that the association provides to lot owners;
 - (ii) differ between residential and nonresidential uses; and
 - (iii) for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner.
- (2)
 - (a) Except as provided in Subsection (2)(b), if a lot owner owns a rental lot and is in compliance with the association's governing documents and any rule that the association adopts under Subsection (4), a rule may not treat the lot owner differently because the lot owner owns a rental lot.
 - (b) A rule may:
 - (i) limit or prohibit a rental lot owner from using the common areas for purposes other than attending an association meeting or managing the rental lot;
 - (ii) if the rental lot owner retains the right to use the association's common areas, even occasionally:
 - (A) charge a rental lot owner a fee to use the common areas; or
 - (B) for a lot that an owner leases for a term of less than 30 days, impose a reasonable limit on the number of individuals who may use the common areas and facilities as guests of the lot tenant or lot owner; or
 - (iii) include a provision in the association's governing documents that:
 - (A) requires each tenant of a rental lot to abide by the terms of the governing documents; and
 - (B) holds the tenant and the rental lot owner jointly and severally liable for a violation of a provision of the governing documents.
- (3)
 - (a) Except as provided in Subsection (3)(b), a rule may not abridge the rights of a lot owner to display a religious or holiday sign, symbol, or decoration on:
 - (i) a lot;

- (ii) the exterior of the dwelling, unless the association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the exterior; or
- (iii) the front yard of the dwelling, unless the association has an ownership interest in, or a maintenance, repair, or replacement obligation for, the yard.

(b) The association may adopt a reasonable time, place, and manner restriction with respect to a display that is:

- (i) outside a dwelling on:
 - (A) a lot;
 - (B) the exterior of the dwelling; or
 - (C) the front yard of the dwelling; and
- (ii) visible from outside the lot.

(4)

- (a) A rule may not prohibit a lot owner from displaying a political sign or flag on:
 - (i) a lot;
 - (ii) the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior; or
 - (iii) the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.
- (b) Except as provided in Subsection (4)(c), a rule may not regulate the content of a political sign or flag.
- (c) A rule may restrict a political sign or flag that contains obscene, profane, or commercial content.
- (d) A rule may reasonably regulate the time, place, and manner of posting a political sign or flag.
- (e) An association design provision may not establish design criteria for a political sign or flag.

(5)

- (a) A rule may not prohibit a lot owner from displaying a for-sale sign on:
 - (i) a lot;
 - (ii) the exterior of the dwelling, regardless of whether the association has an ownership interest in the exterior; or
 - (iii) the front yard of the dwelling, regardless of whether the association has an ownership interest in the yard.
- (b) A rule may reasonably regulate the time, place, and manner of posting a for-sale sign.

(6)

- (a) Except as provided in Subsection (6)(b), a rule may not interfere with the freedom of a lot owner to determine the composition of the lot owner's household.
- (b) An association may:
 - (i) require that all occupants of a dwelling be members of a single housekeeping unit; or
 - (ii) limit the total number of occupants permitted in each residential dwelling on the basis of the residential dwelling's:
 - (A) size and facilities; and
 - (B) fair use of the common areas.

(7)

- (a) Except as provided in Subsection (7)(b), a rule may not interfere with a reasonable activity of a lot owner within the confines of a dwelling or lot, including backyard landscaping or amenities, to the extent that the activity is in compliance with local laws and ordinances, including nuisance laws and ordinances.
- (b) A rule may prohibit an activity within the confines of a dwelling or lot, including backyard landscaping or amenities, if the activity:

- (i) is not normally associated with a project restricted to residential use; or
- (ii)
 - (A) creates monetary costs for the association or other lot owners;
 - (B) creates a danger to the health or safety of occupants of other lots;
 - (C) generates excessive noise or traffic;
 - (D) creates unsightly conditions visible to an individual standing outside the dwelling;
 - (E) creates an unreasonable source of annoyance to persons outside the lot; or
 - (F) if there are attached dwellings, creates the potential for smoke to enter another lot owner's dwelling, the common areas, or limited common areas.

(c) If permitted by law, an association may adopt rules described in Subsection (7)(b) that affect the use of or behavior inside the dwelling.

(8)

- (a) A rule may not, to the detriment of a lot owner and over the lot owner's written objection to the board, alter the allocation of financial burdens among the various lots.
- (b) An association may:
 - (i) change the common areas available to a lot owner;
 - (ii) adopt generally applicable rules for the use of common areas; or
 - (iii) deny use privileges to a lot owner who:
 - (A) is delinquent in paying assessments;
 - (B) abuses the common areas; or
 - (C) violates the governing documents.

(c) This Subsection (8) does not permit a rule that:

- (i) alters the method of levying assessments; or
- (ii) increases the amount of assessments as provided in the declaration.

(9) A rule may not:

- (a) prohibit the transfer of a lot; or
- (b) require the consent of the association or board to transfer a lot.

(10)

- (a) A rule may not require a lot owner to dispose of personal property that was in or on a lot before the adoption of the rule or design criteria if the personal property was in compliance with all rules and other governing documents previously in force.
- (b) The exemption in Subsection (10)(a):
 - (i) applies during the period of the lot owner's ownership of the lot; and
 - (ii) does not apply to a subsequent lot owner who takes title to the lot after adoption of the rule described in Subsection (10)(a).

(11) A rule or action by the association or action by the board may not unreasonably impede a declarant's ability to satisfy existing development financing for community improvements and right to develop:

- (a) the project; or
- (b) other properties in the vicinity of the project.

(12) A rule or association or board action may not interfere with:

- (a) the use or operation of an amenity that the association does not own or control; or
- (b) the exercise of a right associated with an easement.

(13) A rule may not divest a lot owner of the right to proceed in accordance with a completed application for design review, or to proceed in accordance with another approval process, under the terms of the governing documents in existence at the time the completed application was submitted by the owner for review.

(14) Unless otherwise provided in the declaration, an association may by rule:

- (a) regulate the use, maintenance, repair, replacement, and modification of common areas;
- (b) impose and receive any payment, fee, or charge for:
 - (i) the use, rental, or operation of the common areas, except limited common areas; and
 - (ii) a service provided to a lot owner;
- (c) impose a charge for a late payment of an assessment; or
- (d) provide for the indemnification of the association's officers and board consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(15)

- (a) For any area for which one or more lot owners, but not the association, are responsible for landscape maintenance of any landscaping within the lot owner's lot or the common areas, the association shall adopt rules supporting water wise landscaping as defined in Section 57-8a-231 including:
 - (i) low water use requirements on lawns during drought conditions;
 - (ii) design criterion for water wise landscaping; and
 - (iii) limiting permissible plant material to specific water wise plant material.
- (b) A rule may not:
 - (i) prohibit or restrict the conversion of a grass park strip to water wise landscaping as defined in Section 57-8a-231; or
 - (ii) prohibit low water use on lawns during drought conditions.

(16)

- (a) Except as provided in Subsection (16)(b), a rule may not prohibit the owner of a residential lot from constructing an internal accessory dwelling unit, as defined in Section 10-21-101 or 17-80-101, within the owner's residential lot.
- (b) Subsection (16)(a) does not apply if the construction would violate:
 - (i) a local land use ordinance;
 - (ii) a building code;
 - (iii) a health code; or
 - (iv) a fire code.

(17)

- (a) Except as provided in Subsection (17)(b), a rule may not prohibit the owner of a residential lot from making modifications, consistent with industry standards, for radon mitigation.
- (b) Subsection (17)(a) does not apply if the modifications would violate:
 - (i) a local land use ordinance;
 - (ii) a building code;
 - (iii) a health code; or
 - (iv) a fire code.
- (c) A rule governing the placement or external appearance of modifications for radon mitigation does not apply to a lot owner's modifications if the rule would:
 - (i) unreasonably interfere with the modifications' functionality; or
 - (ii) add more than 40% of the modifications' original cost to the cost of installing the modifications.
- (d) A rule may require that a lot owner making modifications related to radon mitigation:
 - (i) demonstrate or provide proof of radon contamination; and
 - (ii) provide proof that the modifications and any related construction will be performed by a licensed person.

(18) A rule may restrict a sex offender from accessing a protected area that is maintained, operated, or owned by the association, subject to the exceptions described in Subsection 53-29-306(3).

(19)

- (a) As used in this Subsection (19), "vegetable garden" means a plot of ground or elevated soil bed where vegetables, herbs, fruits, flowers, pollinator plants, leafy greens, or other edible plants are cultivated.
- (b) A rule may not prohibit a vegetable garden on the rear yard of a lot on which the association does not have an ownership interest or a maintenance responsibility.
- (c) A rule may:
 - (i) impose reasonable regulations that do not significantly increase the cost of cultivating a vegetable garden or significantly decrease the efficiency of cultivating a vegetable garden, including reasonable regulations on plant height, water use, fertilizer use, and weed maintenance; and
 - (ii) prohibit the cultivation of invasive or unlawful species.

(20)

- (a) Except as provided in Subsection (20)(b), a rule may not restrict an individual from parking an operable vehicle in a driveway where the vehicle has a legal right to park, unless the vehicle is:
 - (i) a commercial vehicle, as defined in Section 72-9-102;
 - (ii) a motor home, as defined in Section 13-20-2; or
 - (iii) a recreational vehicle trailer, as defined in Section 13-20-2.
- (b) A rule may require that an individual park in a garage appurtenant to a dwelling before parking elsewhere.

(21)

- (a) Except as provided in Subsection (21)(b), a rule may not restrict an individual from operating a vehicle that is not a commercial vehicle, as defined in Section 72-9-102, in conformance with state traffic laws.
- (b) A rule may enforce a reduced speed limit on a private roadway.

(22) A rule may not:

- (a) prohibit a lot owner from installing a personal security camera immediately adjacent to the entryway, window, or other outside entry point of the owner's dwelling unit;
- (b) impose a requirement or restriction on:
 - (i) a dwelling's interior, except as reasonably necessary for the safety of adjacent lots and the occupants of those lots; or
 - (ii) the use of a public street, as defined in Section 10-20-102;
- (c) restrict an individual from:
 - (i) installing, displaying, or storing an item that the individual has a legal right to store if the item is not visible to an individual standing outside the lot;
 - (ii) installing or keeping a properly maintained basketball standard on the individual's driveway or property if the driveway or property where the basketball standard is located is:
 - (A) privately owned and maintained; and
 - (B) abutting a public street; or
 - (iii) hiring a contractor or worker solely because the contractor or worker:
 - (A) is not on the association's preferred vendor list; or
 - (B) does not have a professional or occupational license, unless the license is required by law; or
- (d) be inconsistent with a provision of the association's declaration, bylaws, or articles of incorporation.

(23) A rule shall be reasonable.

- (24) A declaration, or an amendment to a declaration, may vary any of the requirements of Subsections (1), (2), (6), and (8) through (14), except Subsection (1)(b)(ii).
- (25) This section applies to an association regardless of when the association is created.

Amended by Chapter 15, 2025 Special Session 1

57-8a-219 Display of the flag.

- (1) An association may not prohibit a lot owner from displaying a United States flag inside a dwelling or limited common area or on a lot, if the display complies with United States Code, Title 4, Chapter 1, The Flag.
- (2) An association may restrict the display of a flag on the common areas.

Enacted by Chapter 355, 2011 General Session

57-8a-220 Creditor approval may be required for lot owner or association action under declaration -- Creditor approval presumed in certain circumstances -- Notice to creditor or creditor's successor.

- (1)
 - (a) Subject to Subsection (1)(b), a declaration may:
 - (i) condition the effectiveness of lot owners' actions specified in the declaration on the approval of a specified number or percentage of lenders holding a security interest in the lots; or
 - (ii) condition the effectiveness of association actions specified in the declaration on the approval of a specified number or percentage of lenders that have extended credit to the association.
 - (b) A condition under Subsection (1)(a) may not:
 - (i) deny or delegate the lot owners' or board's control over the association's general administrative affairs;
 - (ii) prevent the association or board from commencing, intervening in, or settling any litigation or proceeding; or
 - (iii) prevent an insurance trustee or the association from receiving or distributing insurance proceeds under Subsection 57-8a-405(11).
 - (c) A condition under Subsection (1)(a) does not violate a prohibition under Subsection (1)(b) by:
 - (i) requiring the association to deposit the association's assessments before default with the lender assigned the income; or
 - (ii) requiring the association to increase an assessment at the lender's direction by an amount reasonably necessary to pay the loan in accordance with the loan terms.
 - (d) This Subsection (1) applies to:
 - (i) an association formed before, on, or after May 10, 2011; and
 - (ii) documents created and recorded before, on, or after May 10, 2011.
- (2) Subject to this chapter and applicable law, a lender who has extended credit to an association secured by an assignment of income or an encumbrance of the common areas may enforce the lender's security agreement as provided in the agreement.
- (3)
 - (a) Subject to Subsection (4), a security holder's consent that is required under Subsection (1) to amend a declaration or bylaw or for another association action is presumed if:
 - (i) the association sends written notice of the proposed amendment or action by certified or registered mail to the security holder's address stated in a recorded document evidencing the security interest; and

- (ii) the person designated in a notice under Subsection (3)(a)(i) to receive the security holder's response does not receive a response within 60 days after the association sends notice under Subsection (3)(a)(i).
- (b) If a security holder's address for receiving notice is not stated in a recorded document evidencing the security interest, an association:
 - (i) shall use reasonable efforts to find a mailing address for the security holder; and
 - (ii) may send the notice to any address obtained under Subsection (3)(b)(i).
- (4) If a security holder responds in writing within 60 days after the association sends notice under Subsection (3)(a)(i) that the security interest has been assigned or conveyed to another person, the association:
 - (a) shall:
 - (i) send a notice under Subsection (3)(a)(i) to the person assigned or conveyed the security interest at the address provided by the security holder in the security holder's response; or
 - (ii) if no address is provided:
 - (A) use reasonable efforts to find a mailing address for the person assigned or conveyed the security interest; and
 - (B) send notice by certified or registered mail to the person at the address that the association finds under Subsection (4)(a)(ii)(A); and
 - (b) may not presume the security holder's consent under Subsection (3)(a) unless the person designated in a notice under Subsection (4)(a) to receive the response from the person assigned or conveyed the security interest does not receive a response within 60 days after the association sends the notice.

Amended by Chapter 152, 2013 General Session

57-8a-221 Reincorporation of terminated or dissolved association.

- (1) An association that is terminated or dissolved without possibility of reinstatement under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, may be reincorporated by the acting directors of the association refiling articles of incorporation that are substantially similar to the articles of incorporation, as amended, in existence at the time of termination or dissolution.
- (2) Upon the association's reincorporation under Subsection (1):
 - (a) the board of directors shall readopt bylaws for the association that are the same as the bylaws that were in existence at the time of termination or dissolution; and
 - (b) all lot owners within the project are members of the reincorporated association.

Enacted by Chapter 355, 2011 General Session

57-8a-222 Removing or altering partition or creating aperture between dwelling units on adjoining lots.

- (1) Subject to the declaration, a lot owner may, after acquiring an adjoining lot with a dwelling unit that shares a common wall with a dwelling unit on the lot owner's lot:
 - (a) remove or alter a partition between the lot owner's lot and the acquired lot, even if the partition is entirely or partly common areas; or
 - (b) create an aperture to the adjoining lot or portion.
- (2) A lot owner may not take an action under Subsection (1) if the action would:
 - (a) impair the structural integrity or mechanical systems of the building or either lot;
 - (b) reduce the support of any portion of the common areas or another lot; or

- (c) constitute a violation of Section 10-20-811 or 17-79-711, as applicable, a local government land use ordinance, or a building code.
- (3) The board may require a lot owner to submit, at the lot owner's expense, a registered professional engineer's or registered architect's opinion stating that a proposed change to the lot owner's lot will not:
 - (a) impair the structural integrity or mechanical systems of the building or either lot;
 - (b) reduce the support or integrity of common areas; or
 - (c) compromise structural components.
- (4) The board may require a lot owner to pay all of the association's legal and other expenses related to a proposed alteration to the lot or building under this section.
- (5) An action under Subsection (1) does not change an assessment or voting right attributable to the lot owner's lot or the acquired lot, unless the declaration provides otherwise.

Amended by Chapter 15, 2025 Special Session 1

57-8a-223 Eminent domain -- Common area.

Unless the declaration provides otherwise:

- (1) if part of the common area is taken by eminent domain:
 - (a) the entity taking part of the common area shall pay to the association the portion of the compensation awarded for the taking that is attributable to the common area; and
 - (b) the association shall equally divide any portion of the award attributable to the taking of a limited common area among the owners of the lots to which the limited common area was allocated at the time of the taking; and
- (2) an association shall submit for recording to each applicable county recorder the court judgment or order in an eminent domain action that results in the taking of some or all of the common area.

Enacted by Chapter 152, 2013 General Session

57-8a-224 Responsibility for the maintenance, repair, and replacement of common areas and lots.

- (1) As used in this section:
 - (a) "Emergency repair" means a repair that, if not made in a timely manner, will likely result in immediate and substantial damage to a common area or to another lot.
 - (b) "Reasonable notice" means:
 - (i) written notice that is hand delivered to the lot at least 24 hours before the proposed entry; or
 - (ii) in the case of an emergency repair, notice that is reasonable under the circumstances.
- (2) Except as otherwise provided in the declaration or Part 4, Insurance:
 - (a) an association is responsible for the maintenance, repair, and replacement of common areas; and
 - (b) a lot owner is responsible for the maintenance, repair, and replacement of the lot owner's lot.
- (3) After reasonable notice to the occupant of the lot being entered, the board may access a lot:
 - (a) from time to time during reasonable hours, as necessary for the maintenance, repair, or replacement of any of the common areas; or
 - (b) for making an emergency repair.
- (4)
 - (a) An association is liable to repair damage it causes to the common areas or to a lot the association uses to access the common areas.

- (b) An association shall repair damage described in Subsection (4)(a) within a time that is reasonable under the circumstances.
- (5) Subsections (2), (3), and (4) do not apply during the period of administrative control.

Amended by Chapter 34, 2015 General Session

Amended by Chapter 325, 2015 General Session

Amended by Chapter 387, 2015 General Session

57-8a-225 Association's right to pay delinquent utilities.

- (1) Upon request in accordance with Subsection (2), at least 10 days before the day on which an electrical corporation or a gas corporation discontinues service to a lot, the electrical corporation or gas corporation shall give the association:
 - (a) written notice that the electrical corporation or gas corporation will discontinue service to the lot; and
 - (b) an opportunity to pay any delinquent charges and maintain service to the lot.
- (2) An association may request the notice and opportunity to pay described in Subsection (1) by sending a written request to the electrical corporation or gas corporation that includes:
 - (a) the address of each lot in the association;
 - (b) the association's name, mailing address, phone number, and email address; and
 - (c) the address where the electrical corporation or gas corporation may send notices.
- (3) If, after an electrical corporation or a gas corporation sends a written notice described in Subsection (1) to an association and the association does not pay the delinquent charges within 10 days after the day on which the electrical corporation or gas corporation sends the notice, the electrical corporation or gas corporation may discontinue service to the lot.
- (4) An association may collect any payment to an electrical corporation or a gas corporation under this section as an assessment in accordance with Section 57-8a-301.
- (5)
 - (a) If, after an association receives a written notice described in Subsection (1), the association decides not to pay the delinquent charges, the association may, if permitted by the association's governing documents, and after reasonable notice to the lot owner:
 - (i) enter the lot; and
 - (ii) winterize the lot.
 - (b) A person who enters a lot in accordance with Subsection (5)(a) is not liable for trespass.
 - (c) An association may charge a lot owner an assessment for the actual and reasonable costs of winterizing a lot in accordance with this Subsection (5).

Enacted by Chapter 213, 2015 General Session

Amended by Chapter 325, 2015 General Session, (Coordination Clause)

57-8a-226 Board meetings -- Open board meetings.

- (1) Except for an action taken without a meeting in accordance with Section 16-6a-813, a board may take action only at a board meeting.
- (2)
 - (a) At least 48 hours before a board meeting, the association shall give written notice of the board meeting via email to each lot owner who requests notice of a board meeting, unless:
 - (i) notice of the board meeting is included in a board meeting schedule that was previously provided to the lot owner; or
 - (ii)

- (A) the board meeting is to address an emergency; and
- (B) each board member receives notice of the board meeting less than 48 hours before the board meeting.

(b) A notice described in Subsection (2)(a) shall:

- (i) be delivered to the lot owner by email, to the email address that the lot owner provides to the board or the association;
- (ii) state the time and date of the board meeting;
- (iii) state the location of the board meeting; and
- (iv) if a board member may participate by means of electronic communication, provide the information necessary to allow the lot owner to participate by the available means of electronic communication.

(3)

- (a) Except as provided in Subsection (3)(b), a board meeting shall be open to each lot owner or the lot owner's representative if the representative is designated in writing.
- (b) A board may close a board meeting to:
 - (i) consult with an attorney for the purpose of obtaining legal advice;
 - (ii) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
 - (iii) discuss a personnel matter;
 - (iv) discuss a matter relating to contract negotiations, including review of a bid or proposal;
 - (v) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or
 - (vi) discuss a delinquent assessment or fine.
- (c) Any matter discussed at a board meeting closed pursuant to Subsection (3)(b)(ii) is not subject to discovery in a civil action in a state court under the Utah Rules of Civil Procedure.

(4)

- (a) At each board meeting, the board shall provide each lot owner a reasonable opportunity to offer comments.
- (b) The board may limit the comments described in Subsection (4)(a) to one specific time period during the board meeting.

(5) A board member may not avoid or obstruct the requirements of this section.

(6) Nothing in this section shall affect the validity or enforceability of an action of a board.

(7)

- (a) Except as provided in Subsection (7)(b), the provisions of this section do not apply during the period of administrative control.
- (b) During the period of administrative control, the association shall hold a meeting that complies with Subsections (1) through (5):
 - (i) at least once each year; and
 - (ii) each time the association:
 - (A) increases a fee; or
 - (B) raises an assessment.

(8) The provisions of this section apply regardless of when the association's first governing document was recorded.

(9)

- (a) Subject to Subsection (9)(d), if an association fails to comply with a provision of Subsections (1) through (5) and fails to remedy the noncompliance during the 90-day period described in Subsection (9)(d), a lot owner may file an action in court for:
 - (i) injunctive relief requiring the association to comply with the provisions of Subsections (1) through (5);

- (ii) \$500 or actual damages, whichever is greater; or
- (iii) any other relief provided by law.
- (b) In an action described in Subsection (9)(a), the court may award costs and reasonable attorney fees to the prevailing party.
- (c) Upon motion from the lot owner, notice to the association, and a hearing in which the court finds a likelihood that the association has failed to comply with a provision of Subsections (1) through (5), the court may order the association to immediately comply with the provisions of Subsections (1) through (5).
- (d) At least 90 days before the day on which a lot owner files an action described in Subsection (9)(a), the lot owner shall deliver a written notice to the association that states:
 - (i) the lot owner's name, address, telephone number, and email address;
 - (ii) each requirement of Subsections (1) through (5) with which the association has failed to comply;
 - (iii) a demand that the association comply with each requirement with which the association has failed to comply; and
 - (iv) a date by which the association shall remedy the association's noncompliance that is at least 90 days after the day on which the lot owner delivers the notice to the association.

Amended by Chapter 131, 2017 General Session
Amended by Chapter 284, 2017 General Session

57-8a-227 Records -- Availability for examination.

- (1)
 - (a) Subject to Subsection (1)(b) and regardless of whether the association is incorporated under Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, an association shall keep and make available to lot owners:
 - (i) each record identified in Subsections 16-6a-1601(1) through (5), in the manner described in Sections 16-6a-1601, 16-6a-1602, 16-6a-1603, 16-6a-1605, 16-6a-1606, and 16-6a-1610; and
 - (ii) a copy of the association's:
 - (A) governing documents;
 - (B) most recent approved minutes;
 - (C) most recent annual budget and financial statement;
 - (D) most recent reserve analysis;
 - (E) certificate of insurance for each insurance policy the association holds;
 - (F) board meeting minutes from the previous three calendar years;
 - (G) a profit and loss statement for the previous three fiscal years; and
 - (H) a balance sheet for the previous three fiscal years;
 - (b) An association may redact the following information from any document the association produces for inspection or copying:
 - (i) a Social Security number;
 - (ii) a bank account number; or
 - (iii) any communication subject to attorney-client privilege.
- (2)
 - (a) In addition to the requirements described in Subsection (1), an association shall:
 - (i) make documents available to lot owners in accordance with the association's governing documents; and
 - (ii)

- (A) if the association has an active website, make the documents described in Subsections (1)(a)(ii)(A) through (C) available to lot owners, free of charge, through the website; or
- (B) if the association does not have an active website, make physical copies of the documents described in Subsections (1)(a)(ii)(A) through (C) available to lot owners during regular business hours at the association's address registered with the Department of Commerce under Section 57-8a-105.

- (b) Subsection (2)(a)(ii) does not apply to an association as defined in Section 57-19-2.
- (c) If a provision of an association's governing documents conflicts with a provision of this section, the provision of this section governs.

(3) In a written request to inspect or copy documents:

- (a) a lot owner shall include:
 - (i) the association's name;
 - (ii) the lot owner's name;
 - (iii) the lot owner's property address;
 - (iv) the lot owner's email address;
 - (v) a description of the documents requested; and
 - (vi) any election or request described in Subsection (3)(b); and
- (b) a lot owner may:
 - (i) elect whether to inspect or copy the documents;
 - (ii) if the lot owner elects to copy the documents, request hard copies or electronic scans of the documents; or
 - (iii) subject to Subsection (4), request that:
 - (A) the association make the copies or electronic scans of the requested documents;
 - (B) a recognized third party duplicating service make the copies or electronic scans of the requested documents;
 - (C) the lot owner be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
 - (D) the association email the requested documents to an email address provided in the request.

(4)

- (a) An association shall comply with a request described in Subsection (3) within two weeks after the day on which the association receives the request.
- (b) If an association produces the copies or electronic scans:
 - (i) the copies or electronic scans shall be legible and accurate;
 - (ii) the lot owner shall pay the association the reasonable cost of the copies and for time spent meeting with the lot owner, which may not exceed:
 - (A) the actual cost that the association paid to a recognized third party duplicating service to make the copies or electronic scans; or
 - (B) 10 cents per page and \$20 per hour for the employee's, manager's, or other agent's time; and
 - (iii) the association may not charge the lot owner for any costs associated with fulfilling a request for electronic transmission of the documents described in Subsection (3).
- (c) If a lot owner requests a recognized third party duplicating service make the copies or electronic scans:
 - (i) the association shall arrange for the delivery and pick up of the original documents; and
 - (ii) the lot owner shall pay the duplicating service directly.

- (d) If a lot owner requests to bring imaging equipment to the inspection, the association shall provide the necessary space, light, and power for the imaging equipment.
- (e) An association may fulfill the request described in Subsection (3) by posting the documents described in Subsection (3) to the association's website or online owner portal.
- (5) Subject to Subsection (9), if, in response to a lot owner's request to inspect or copy documents, an association fails to comply with a provision of this section, the association shall pay:
 - (a) the reasonable costs of inspecting and copying the requested documents;
 - (b) for items described in Subsections (1)(a)(ii)(A) through (C), \$25 to the lot owner who made the request for each day the request continues unfulfilled, beginning the sixth day after the day on which the lot owner made the request; and
 - (c) reasonable attorney fees and costs incurred by the lot owner in obtaining the inspection and copies of the requested documents.
- (6)
 - (a) In addition to any remedy in the association's governing documents or otherwise provided by law, a lot owner may file an action in court against the association under this section if:
 - (i) subject to Subsection (9), an association fails to make documents available to the lot owner in accordance with this section, the association's governing documents, or as otherwise provided by law; and
 - (ii) the association fails to timely comply with a notice described in Subsection (6)(d).
 - (b) In an action described in Subsection (6)(a):
 - (i) the lot owner may request:
 - (A) injunctive relief requiring the association to comply with the provisions of this section;
 - (B) \$1,000 or actual damage, whichever is greater; or
 - (C) any other relief provided by law; and
 - (ii) the court may award costs and reasonable attorney fees to the prevailing party, including any reasonable attorney fees incurred before the action was filed that relate to the request that is the subject of the action.
 - (c)
 - (i) In an action described in Subsection (6)(a), upon motion by the lot owner made in accordance with Subsection (6)(b), notice to the association, and a hearing in which the court finds a likelihood that the association failed to comply with a provision of this section, the court shall order the association to immediately comply with the provision.
 - (ii) The court shall hold a hearing described in Subsection (6)(c)(i) within 30 days after the day on which the lot owner files the motion.
 - (d) At least 10 days before the day on which a lot owner files an action described in Subsection (6)(a), the lot owner shall deliver a written notice to the association that states:
 - (i) the lot owner's name, address, telephone number, and email address;
 - (ii) each requirement of this section with which the association has failed to comply;
 - (iii) a demand that the association comply with each requirement with which the association has failed to comply; and
 - (iv) a date by which the association shall remedy the association's noncompliance that is at least 10 days after the day on which the lot owner delivers the notice to the association.
- (7)
 - (a) The provisions of Section 16-6a-1604 do not apply to an association.
 - (b) The provisions of this section apply regardless of any conflicting provision in Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.
- (8) A lot owner's agent may, on the lot owner's behalf, exercise or assert any right that the lot owner has under this section.

(9) An association is not liable for identifying or providing a document in error, if the association identified or provided the erroneous document in good faith.

Amended by Chapter 197, 2025 General Session
Amended by Chapter 226, 2025 General Session

57-8a-228 Organization of an association -- Governing document hierarchy -- Reorganization.

(1) As used in this section, "organizational documents" means the documents related to the formation or operation of a nonprofit corporation or other legal entity formed by the board or the declarant.

(2) If permitted, required, or acknowledged by the declaration, the board may organize an association as:

- (a) a nonprofit corporation in accordance with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act; or
- (b) any other entity organized under other law.

(3) To the extent possible, organizational documents for a nonprofit corporation or other entity formed in accordance with Subsection (2) may not conflict with the rights and obligations found in the declaration or any of the association's bylaws recorded at the time of the formation of a nonprofit corporation or other entity.

(4) Notwithstanding any conflict with the declaration or any recorded bylaws, the organizational documents of a nonprofit corporation or other entity formed in accordance with Subsection (2) may include an additional indemnification and liability limitation provision for:

- (a) board members or officers; or
- (b) similar persons in a position of control.

(5) In the event of a conflict between this chapter's provisions, a statute under which the association is organized, documents concerning the organization of the association as a nonprofit corporation or other entity, the plat, the declaration, the bylaws, and association rules or policies, the following order prevails:

- (a) this chapter controls over a conflicting provision found in any of the sources listed in Subsections (5)(b) through (f);
- (b) Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, or any other law under which an entity is organized controls over a conflicting provision in any of the sources listed in Subsections (5)(c) through (f);
- (c) the plat and the declaration control equally over a conflicting provision in any of the sources listed in Subsections (5)(d) through (f);
- (d) an organizational document filed in accordance with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act, or any other law under which an entity is organized controls over a conflicting provision in any of the sources listed in Subsections (5)(e) and (f);
- (e) the bylaws control over a conflicting provision in a source described in Subsection (5)(f); and
- (f) an association rule or policy that is adopted by the board yields to a conflicting provision in any of the sources listed in Subsections (5)(a) through (e).

(6) Immediately upon the legal formation of an entity in compliance with this section, the association and unit owners are subject to any right, obligation, procedure, and remedy applicable to that entity.

(7)

- (a) The board may modify a form "articles of incorporation" or similar organizational document attached to a declaration for filing or re-filing if the modified version is otherwise consistent with this section's provisions.
- (b) An organizational document attached to a declaration that is filed and concerns the organization of an entity may be amended in accordance with the organizational document's own terms or any applicable law, regardless of whether the organizational document is recorded.
- (c) Except for amended bylaws, an initial or amended organizational document properly filed with the state does not need to be recorded.
- (8) This section applies to the reorganization of an association previously organized if the entity's status is terminated or dissolved without the possibility of reinstatement.
- (9)
 - (a) This section applies regardless of when the association is created.
 - (b) This section does not validate or invalidate the organization of an association that occurred before May 9, 2017, regardless of whether the association was otherwise in compliance with this section.

Enacted by Chapter 324, 2017 General Session

57-8a-229 Liability of declarant or board of directors -- Period of administrative control.

- (1) An association may not, after the period of administrative control, bring a legal action against a declarant, a board of directors, or an employee, an independent contractor, or the agent of the declarant or the previous board of directors related to the period of administrative control unless:
 - (a) the legal action is approved in advance at a meeting where owners of at least 51% of the allocated voting interests of the lot owners in the association are:
 - (i) present; or
 - (ii) represented by a proxy specifically assigned for the purpose of voting to approve or deny the legal action at the meeting;
 - (b) the legal action is approved by vote in person or by proxy of owners of the lesser of:
 - (i) more than 75% of the allocated voting interests of the lot owners present at the meeting or represented by a proxy as described in Subsection (1)(a); or
 - (ii) more than 51% of the allocated voting interests of the lot owners in the association;
 - (c) the association provides each lot owner with the items described in Subsection (2);
 - (d) the association establishes the trust described in Subsection (3); and
 - (e) the association first:
 - (i) notifies the person subject to the proposed legal action of the legal action and basis of the association's claim; and
 - (ii) gives the person subject to the claim a reasonable opportunity to resolve the dispute that is the basis of the proposed legal action.
- (2) Before lot owners in an association may vote to approve an action described in Subsection (1), the association shall provide each lot owner:
 - (a) a written notice that the association is contemplating legal action; and
 - (b) after the association consults with an attorney licensed to practice in the state, a written assessment of:
 - (i) the likelihood that the legal action will succeed;
 - (ii) the likely amount in controversy in the legal action;
 - (iii) the likely cost of resolving the legal action to the association's satisfaction; and

- (iv) the likely effect the legal action will have on a lot owner's or prospective lot buyer's ability to obtain financing for a lot while the legal action is pending.
- (3) Before the association commences a legal action described in Subsection (1), the association shall:
 - (a) allocate an amount equal to 10% of the cost estimated to resolve the legal action, not including attorney fees; and
 - (b) place the amount described in Subsection (3)(a) in a trust that the association may only use to pay the costs to resolve the legal action.
- (4) This section does not apply to an association that brings a legal action that has an amount in controversy of less than \$75,000.
- (5) In a legal action brought by one or more lot owners solely against the declarant before the end of the period of declarant control, a declarant may not use any funds paid by a lot owner to the association to pay for costs of the declarant's legal defense.

Amended by Chapter 197, 2025 General Session

Amended by Chapter 226, 2025 General Session

57-8a-230 Administration of funds.

An association:

- (1) shall keep all of the association's funds in an account in the name of the association; and
- (2) may not commingle the association's funds with the funds of any other person.

Enacted by Chapter 395, 2018 General Session

57-8a-231 Water wise landscaping.

- (1) As used in this section:
 - (a) "Lawn or turf" means nonagricultural land planted in closely mowed, managed grasses.
 - (b) "Mulch" means material such as rock, bark, wood chips, or other materials left loose and applied to the soil.
 - (c) "Overhead spray irrigation" means above ground irrigation heads that spray water through a nozzle.
 - (d)
 - (i) "Vegetative coverage" means the ground level surface area covered by the exposed leaf area of a plant or group of plants at full maturity.
 - (ii) "Vegetative coverage" does not mean the ground level surface area covered by the exposed leaf area of a tree or trees.
 - (e) "Water wise landscaping" means any or all of the following:
 - (i) installation of plant materials suited to the microclimate and soil conditions that can:
 - (A) remain healthy with minimal irrigation once established; or
 - (B) be maintained without the use of overhead spray irrigation;
 - (ii) use of water for outdoor irrigation through proper and efficient irrigation design and water application; or
 - (iii) the use of other landscape design features that:
 - (A) minimize the need of the landscape for supplemental water from irrigation;
 - (B) reduce the landscape area dedicated to lawn or turf; or
 - (C) encourage vegetative coverage.
 - (f) "Water wise plant material" means a plant material suited to water wise landscaping as defined in this section.

(2) An association may not enact or enforce a governing document that prohibits, or has the effect of prohibiting, a lot owner of a detached dwelling from incorporating water wise landscaping on the lot owner's lot.

(3)

- (a) Subject to Subsection (3)(b), Subsection (2) does not prohibit an association from requiring a property owner to:
 - (i) comply with a site plan review or other review process before installing water wise landscaping;
 - (ii) maintain plant material in a healthy condition; and
 - (iii) follow specific water wise landscaping design requirements adopted by the association including a requirement that:
 - (A) restricts or clarifies the use of mulches considered detrimental to the association's operations; and
 - (B) restricts or prohibits the use of specific plant materials other than water wise plant materials.
- (b) Except where reasonably necessary for erosion control, an association may not require a lot owner to install or keep in place lawn or turf in an area less than eight feet wide.

(4)

- (a) Subject to Subsection (4)(b), if an association does not adopt rules as required by Subsection 57-8a-218(15) and fails to remedy the noncompliance within the time specified in Subsection (4)(c), a lot owner may file an action in state court for:
 - (i) injunctive relief requiring the association to comply with the requirements of Subsection 57-8a-218(15);
 - (ii) \$500, or the lot owner's actual damages, whichever is greater;
 - (iii) any other remedy provided by law; and
 - (iv) reasonable costs and attorney fees.
- (b) No fewer than 90 days before the day on which a lot owner files a complaint under Subsection (4)(a), the lot owner shall deliver written notice described in Subsection (4)(c) to the association.
- (c) The lot owner shall include in a notice described in Subsection (4)(b):
 - (i) the requirements in Subsection 57-8a-218(15) for adopting water wise landscaping rules with which the association has failed to comply;
 - (ii) a demand that the association come into compliance with the requirements; and
 - (iii) a date, no fewer than 90 days after the day on which the lot owner delivers the notice, by which the association must remedy the association's noncompliance.

Amended by Chapter 226, 2025 General Session

Amended by Chapter 453, 2025 General Session

57-8a-232 Sale of common areas.

- (1) Subject to Subsection 10-20-809(5) or 17-79-709(5), unless otherwise provided in the governing documents, an association may by an affirmative vote of at least 67% of the voting interests of the association, elect to sell, convey, transfer, or otherwise dispose of all or part of the common areas.
- (2) An affirmative vote described in Subsection (1) is binding upon all lot owners, and each lot owner shall execute and deliver the appropriate instruments and perform all acts as necessary to effect the sale, conveyance, transfer, or other disposition of the common areas.

- (3) The general easement of ingress, egress, and use of the common areas and facilities granted to an association and lot owners through recorded governing documents is extinguished in any portion of the common areas the association sells, conveys, transfers, or otherwise disposes of, if:
 - (a) the lot owners, in selling, conveying, transferring, or otherwise disposing of the portion of the common areas, comply with:
 - (i) the provisions of this section; and
 - (ii) Section 10-20-809 or 17-79-709; and
 - (b) the sale, conveyance, transfer, or other disposition of the portion of the common areas results in a person other than the association owning the portion of the common areas.
- (4) This section applies to an association regardless of when the association is created.
- (5) A declarant may not sell any part of the common areas during the period of administrative control, except as provided in Section 10-20-809 or 17-79-709.
- (6) Unless otherwise prohibited by the association's governing documents, an authorized representative of the association may act as attorney-in-fact for the association's lot owners in executing a sale, conveyance, transfer, or other disposition of the common areas following an affirmative vote described in Subsection (1).

Amended by Chapter 15, 2025 Special Session 1