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September 27, 2005

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## Open Letter to all Saratoga Springs Homeowners

Re: Proposed Amendments to Covenants, Conditions and Restrictions & Bylaws

Dear Owners:

Your Board of Directors and this firm have been working together over the past few months to put together a comprehensive and complete set of governing documents for the Association that improve upon the existing documents you already have in your possession. Our task has been to amend the Master Declaration and Bylaws. Each individual subdivision will retain its original covenants, conditions and restrictions (as may be amended from time to time in the future by those affected thereby).

The purpose of these proposed changes is to better balance the rights and authority of the Association with the property rights of the owners. Furthermore, we felt that it was important to better define procedural aspects of the Association such as the use of proxies, the establishment of a quorum, etc.

It should also be noted that both your Master CC&Rs and Bylaws had several amendments attached to them. This new document incorporates those amendments without change.

The following itemizes the changes which the Board is submitting for your approval. All other provisions remain unchanged. The Board welcomes written questions or concerns about the following proposed language.

## **Amended and Restated Master Declaration**

1. Recitals. Additional recitals were added to clarify the amendments being added.
2. Article III. A definition was added for “fines.”
3. Article V, Section 5.06. Language was added that any restriction regarding antennae must comply with FCC rules and regulations.
4. Article V, Section 5.09. Owners are required to clean up after their pets on the Common Areas and Lots.
5. Article V, Section 5.10. The Association may tow an improperly parked vehicle.
6. Article 5, Section 5.28. Adds requirements for those who desire to lease their homes. For example, a security deposit is now required in case of damage to the Common Areas or in the event the absentee owner fails to pay their assessments, etc.
7. Article VI, Section 6.02 permits rules and regulations binding against both the Common Area and Lots, to the extent reasonable.
8. Article VI, Section 6.07 permits the levying of fines, pursuant to a Board adopted “schedule of fines.” This is a far better mechanism to compel compliance with HOA rules than a lawsuit.
9. Article IX, Section 9.05 suspends the voting rights of owners who are not current with their assessments.
10. Article IX, Section 9.06 permits the Association to deny the use of the Common Areas of owners who are not current with their assessments.
11. Article XI, Section 11.09 permits fines for violations of the ACC Standards and Rules.

## **Bylaws**

1. Article II, Section 2.02 sets the annual meeting for the first Wednesday in May.
2. Article II, Section 2.08 reduces the quorum requirement for Association meetings to 51% of the total members. If 51% is not achieved, then, after notice, a new meeting may be called and those present in person or by proxy shall constitute a quorum for all purposes.
3. Article II, Section 2.15 discusses in detail the permitted use of proxies, how long they last, whether they must be in writing ,etc.
4. Article II, Section 2.17 permits “action by written ballot in lieu of meeting.” In other words, a ballot can be taken around to homeowners rather than calling for an actual meeting.
5. Article X, Section 10.05 again expressly permits fines for rule violations.

We hope you will agree that these changes will improve your community while not substantially altering anything that you are accustomed to. Again, if you have any questions, please contact this office or the Board directly.

Sincerely,

**THE RICHARDS LAW OFFICE**

John D. Richards