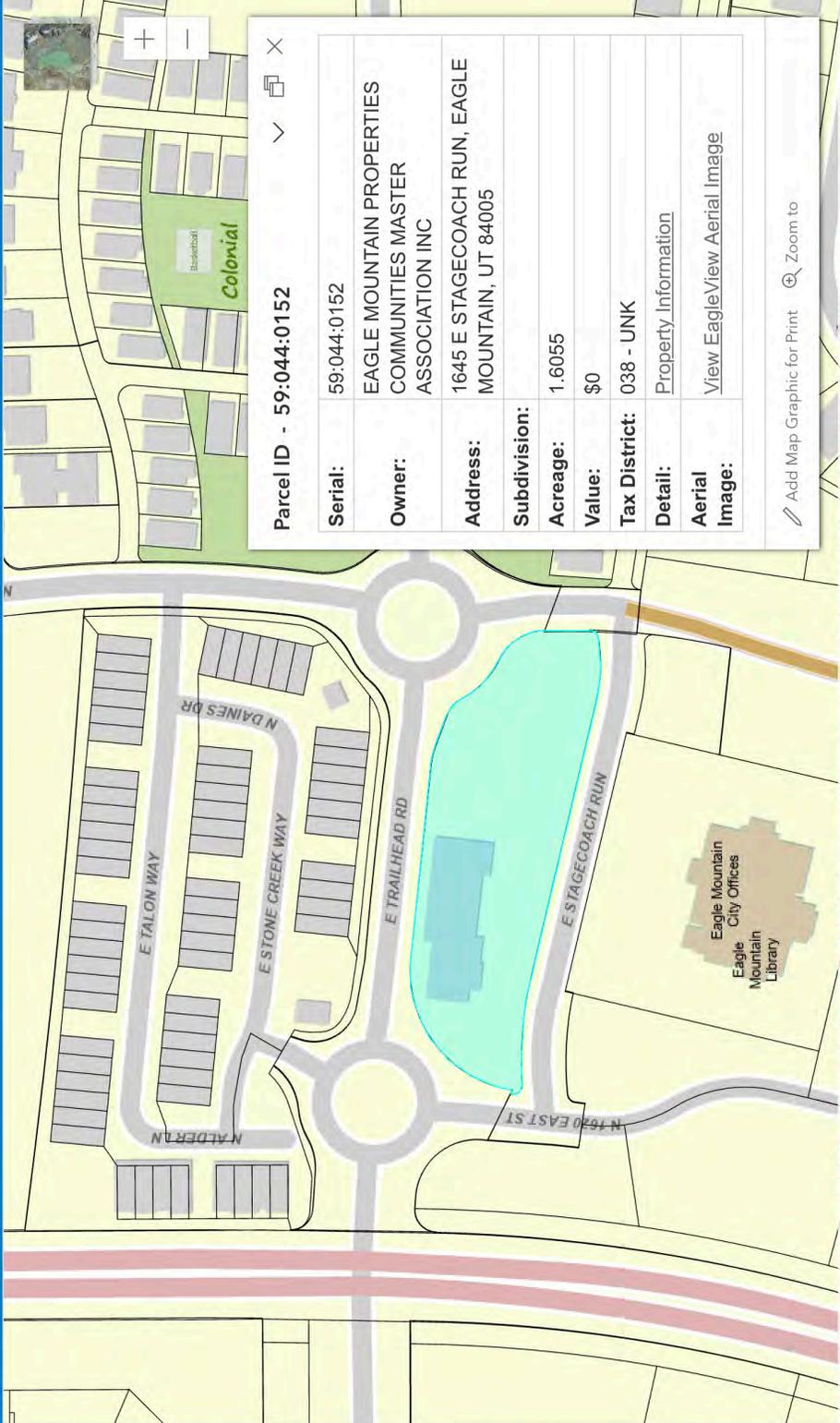


EXHIBIT 1



Map Search

Search by Parcel Serial:

Search by Address:

Search by Parcel Owner:

Search by City:

Search by PLSS Section:

Parcel ID - 59:044:0152

Serial:	59:044:0152
Owner:	EAGLE MOUNTAIN PROPERTIES COMMUNITIES MASTER ASSOCIATION INC
Address:	1645 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005
Subdivision:	
Acres:	1.6055
Value:	\$0
Tax District:	038 - UNK
Detail:	Property Information
Aerial Image:	View EagleView Aerial Image

Add Map Graphic for Print Zoom to

PROPERTY INFORMATION

Serial Number: 59:044:0152

Serial Life: 2019...

Property Address: 1645 E STAGECOACH RUN - EAGLE MOUNTAIN

Mailing Address: 1754 E CEDAR TRAILS WY EAGLE MOUNTAIN, UT 84005

Acreage: 1.605544

Last Document: 60252-2018

[Subdivision Map Filing](#)

Taxing Description: COM S 89 DEG 31' 9" E 679.11 FT & N 1703.48 FT FR S 1/4 COR. SEC. 12, T6S, R2W, SLB&M.; S 63 DEG 34' 59" E 4.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 52 DEG 35' 47" E 185.82 FT, RADIUS = 136 FT); ALONG A CURVE TO R (CHORD BEARS: S 83 DEG 40' 45" E 220.34 FT, RADIUS = 9970 FT); ALONG A CURVE TO R (CHORD BEARS: S 76 DEG 14' 19" E 19.91 FT, RADIUS = 84 FT); S 69 DEG 25' 52" E 38.69 FT; ALONG A CURVE TO R (CHORD BEARS: S 48 DEG 23' 47" E 24.41 FT, RADIUS = 34 FT); ALONG A CURVE TO L (CHORD BEARS: S 45 DEG 39' 41" E 60.29 FT, RADIUS = 96 FT); ALONG A CURVE TO R (CHORD BEARS: S 32 DEG 49' 0" E 61.03 FT, RADIUS = 59 FT); N 69 DEG 30' 41" W 1.01 FT; ALONG A CURVE TO R (CHORD BEARS: S 0 DEG 10' 30" W 55.19 FT, RADIUS = 797.19 FT); ALONG A CURVE TO R (CHORD BEARS: S 53 DEG 55' 32" W 8.9 FT, RADIUS = 10 FT); ALONG A CURVE TO R (CHORD BEARS: N 88 DEG 0' 8" W 69.76 FT, RADIUS = 174 FT); N 76 DEG 26' 20" W 318.2 FT; ALONG A CURVE TO L (CHORD BEARS: N 84 DEG 49' 59" W 124.09 FT, RADIUS = 425 FT); ALONG A CURVE TO R (CHORD BEARS: N 36 DEG 43' 9" W 16.88 FT, RADIUS = 10 FT) TO BEG. AREA 1.606 AC.



Total Photos: 6

***Taxing description NOT FOR LEGAL DOCUMENTS**

Owner Names	Value History	Tax History	Location	Photos	Documents	Aerial Image
2021... 2019-2020	EAGLE MOUNTAIN PROPERTIES COMMUNITIES MASTER ASSOCIATION INC	EAGLE MOUNTAIN PROPERTIES COMMUNITIES MASTER ASSOCIATION INC				

Additional Information v

EXHIBIT 2

IN THE FOURTH JUDICIAL DISTRICT COURT
STATE OF UTAH, UTAH COUNTY, PROVO DEPARTMENT

PIONEER ADDITION NEIGHBORHOOD ASSOCIATION, INC., AUTUMN RIDGE HOMEOWNERS ASSOCIATION, INC., and COLONIAL PARK SUBDIVISION NEIGHBORHOOD ASSOCIATION, INC.,

Plaintiffs,

vs.

EAGLE MOUNTAIN PROPERTIES COMMUNITIES MASTER ASSOCIATION, INC. and MONTE VISTA RANCH, L.C.,

Defendants.

**RULING AND ORDER ON
MOTION TO DISMISS
AMENDED COMPLAINT**

Case No. 230400521

Judge Kraig Powell

Defendants Eagle Mountain Properties Communities Master Association, Inc. (“Master Association”) and Monte Vista Ranch, L.C. (“Monte Vista”) (collectively, “Defendants”) move to dismiss all claims in the Amended Complaint filed by Plaintiffs Pioneer Addition Neighborhood Association, Inc. (“Pioneer Association”), Autumn Ridge Homeowners Association, Inc. (“Autumn Ridge Association”), and Colonial Park Subdivision Neighborhood Association, Inc. (“Colonial Park Association”) (collectively, “Plaintiffs”). The Motion to Dismiss (“Motion”) was fully briefed by the parties. The Court heard oral arguments on July 16, 2024, and then took the Motion under advisement. The Court now issues the following Ruling and Order on the Motion.

FACTS ALLEGED BY PLAINTIFF

The Amended Complaint contains the following allegations:

Parties

1. Plaintiff Pioneer Association is a Utah non-profit corporation with a principal place of business in Utah County, Utah.
2. Plaintiff Autumn Ridge Association is a Utah non-profit corporation with a principal place of business in Utah County, Utah.
3. Plaintiff Colonial Park Association is a Utah non-profit corporation with a principal place of business in Utah County, Utah.
4. Defendant Master Association is a Utah non-profit corporation with a principal place of business in Utah County, Utah.
5. Defendant Monte Vista is a Utah limited liability company with a principal place of business in Utah County, Utah.

Pioneer Addition

6. Pioneer Association is the homeowner's association for the Pioneer Addition Subdivision ("Pioneer Addition") located in Eagle Mountain, Utah.
7. Pioneer Addition was developed in several phases and currently consists of over 650 lots.
8. The Pioneer Phase I Plat was recorded by Monte Vista on July 9, 2003. *See* Exhibit A to Amended Complaint, pg. 2.
9. On the same day the Pioneer Addition Phase I Plat was recorded, Monte Vista recorded the Conditions, Covenants, Restrictions and Easements for Pioneer Addition Phase I (the "Pioneer Addition Neighborhood Declaration"). *See* Exhibit B to Amended Complaint.
10. Section 8.7 of the Pioneer Addition Neighborhood Declaration, entitled "Litigation," states:

"No judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a vote of seventy-five percent (75%) of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws of the

District Association to contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all members of the District Association represented by a voting member. This section shall not apply, however, to (a) action brought by the District Association to enforce the provisions of this Declaration (including, and without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or, (d) counterclaims brought by the District Associations in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant, or after the Class B Control period, is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.”

Id. at pg. 31 of 38.

11. Within weeks of recording the Pioneer Addition Phase I Plat and the Pioneer Addition Neighborhood Declaration, Monte Vista began selling Pioneer Addition lots.
12. All Pioneer Addition Phase I lots were conveyed from Monte Vista to Providence Development Group, LLC on July 23, 2003. *See* Exhibit C to Amended Complaint.
13. These lots were then conveyed to different development entities, which began selling individual lots to homeowners in 2004. *See* Exhibit D to Amended Complaint.
14. Plats for Phases II through VII-B of Pioneer Addition were recorded between 2005 and 2007. *See* Exhibit A to Amended Complaint.
15. When the plats and neighborhood declarations for Pioneer Addition were recorded, the property in Phases II through VII-B was owned by Legends Land & Ranch LLC. *See id.*
16. The plats for Phases VII-C and VII-D of Pioneer Addition were recorded in 2016 and 2019 by MVR Management. *See id.*

Autumn Ridge

17. Autumn Ridge is the homeowner’s association for the Autumn Ridge Subdivision (“Autumn Ridge”) in Eagle Mountain, Utah.
18. Autumn Ridge was developed in two phases consisting of 116 lots.

19. The Autumn Ridge Phase I plat was recorded on July 27, 2007, by Homeland Holdings Corp. *See* Exhibit E to Amended Complaint, pg. 2.
20. The Conditions, Covenants, Restrictions, and Easements for Autumn Ridge Phase I (the “Autumn Ridge Neighborhood Declaration”) were recorded on August 3, 2007. *See* Exhibit F to Amended Complaint.
21. Section 9.7 of the Autumn Ridge Neighborhood Declaration, entitled “Litigation,” states:

“No judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a vote of seventy-five percent (75%) of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws of the District Association to contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all members of the District Association represented by a voting member. This section and the restriction contained herein shall not apply, however, to an action brought by the District Association: (1) to enforce the provisions of this Declaration (including, and without limitation, the collection, enforcement and foreclosure of assessments and liens), (2) for the imposition and collection of assessments as provided in Article VII hereof, (3) for proceedings involving challenges to ad valorem taxation or condemnation proceedings, (4) against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies, or (5) to defend claims filed against the District Association or to assert counterclaims in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant, or after the Class “B” Control period, is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.”

Id. at pgs. 52–53 of 62.

22. The Autumn Ridge Phase II plat was recorded on April 30, 2014, by Wren Holdings, LLC. *See* Exhibit E to Amended Complaint, pg. 3.

Colonial Park

23. Colonial Park is the homeowner’s association for the Colonial Park Subdivision (“Colonial Park”) in Eagle Mountain, Utah.
24. Colonial Park was developed in three phases consisting of 129 lots.

25. The Colonial Park Phase I plat was recorded on June 12, 2003, by Monte Vista. *See* Exhibit G to Amended Complaint, pg. 2.
26. The Conditions, Covenants, Restrictions, and Easements for Colonial Park Phase I (the “Colonial Park Neighborhood Declaration”) were recorded on June 18, 2003. *See* Exhibit H to Amended Complaint.
27. Section 8.7 of the Colonial Neighborhood Declaration, entitled “Litigation,” states:
“No judicial or administrative proceeding shall be commenced or prosecuted by the District Association unless approved by a vote of seventy-five percent (75%) of the Voting Members. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or Bylaws of the District Association to contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all members of the District Association represented by a voting member. This section shall not apply, however, to (a) action brought by the District Association to enforce the provisions of this Declaration (including, and without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VII hereof, (c) proceedings involving challenges to ad valorem taxation, or, (d) counterclaims brought by the District Associations in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Declarant, or after the Class “B” Control period, is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.”
- Id.* at pg. 31 of 38.
28. The Colonial Park Phase II plat was recorded on June 18, 2008, by EM Development, LLC. *See* Exhibit G to Amended Complaint, pg. 3.
29. The Colonial Park Phase II Amended plat was recorded on July 21, 2008, by EM Development and Eagle Mountain Communities LLC a/k/a EM Communities LLC. *See id.* at pg. 4.
30. The Colonial Park Phase II Plat A was recorded on July 8, 2017, by Robert C. Jones, Residential Construction Management, LLC, and Shark Investment Corporation, Inc. *See id.* at pg. 5.
31. The Colonial Park Phase III plat was recorded on October 27, 2017, by Tiffany’s Homes LLC. *See id.* at pg. 6.

Master Association

32. The Master Association is the master homeowner's association for several sub-associations in Eagle Mountain, Utah.
33. The Master Association was incorporated in 2008. *See* Exhibit I to Amended Complaint.
34. The Master Declaration of Covenants (the "Master Declaration") was recorded on October 29, 2009. *See* Exhibit J to Amended Complaint.
35. The Master Declaration was signed only by Monte Vista. *See id.* at pg. 63.
36. No other person or entity signed the Master Declaration. *See id.*
37. The Master Declaration was recorded against Pioneer Addition, Autumn Ridge, and Colonial Park. *See id.* at pgs. 81–82.
38. Based on the provisions of the Master Declaration, the Master Association has been collecting assessments from owners in Pioneer Addition, Autumn Ridge, and Colonial Park.
39. On May 20, 2010, the Master Association recorded a Notice of Reinvestment Fee Covenant (the "Notice"). *See* Exhibit K to Amended Complaint.
40. The Notice notifies owners of a reinvestment covenant recorded as part of the Master Declaration. *See id.*
41. The Notice obligates buyers or sellers of property within the Master Association to pay to the Master Association a "community enhancement fee" equal to 0.5% of the gross sales price upon the sale of the property. *See id.*
42. The Notice was recorded against Pioneer Addition, Autumn Ridge, and Colonial Park. *See id.*
43. The Master Association has been collecting reinvestment fees from owners within Pioneer Addition, Autumn Ridge, and Colonial Park for over ten years.
44. Since the Master Declaration was recorded, Monte Vista and/or the Master Association have recorded eight (8) amendments to the Master Declaration (the "Amendments").

45. All of the Amendments were recorded against Pioneer Addition, Autumn Ridge, and Colonial Park.
46. Defendants did not own any part of Pioneer Addition, Autumn Ridge, or Colonial Park at the time the Master Declaration, the Notice, or the Amendments (together, the “Master Association Documents”) were recorded.
47. On January 27, 2023, Pioneer Addition Association and Autumn Ridge Association sent the Master Association and Monte Vista a written demand to remove the Master Association Documents. *See Exhibit L to Amended Complaint.*
48. Colonial Park Association sent its own similar written demand on May 8, 2023.
49. The Master Association and Monte Vista have not removed the Master Association Documents from Pioneer Addition, Autumn Ridge, or Colonial Park.
50. The Master Association collects assessments through its sub-associations. It does not send separate statements, invoices, or bills to owners.
51. Monte Vista has been using fees collected from the Pioneer Addition, Autumn Ridge, Colonial Park, and other sub-associations to subsidize the construction of a new clubhouse, which is owned, operated, managed, and maintained by the Master Association.
52. Many homeowners within Pioneer Addition, Autumn Ridge, and Colonial Park did not know that the Master Association existed until recently, and there are many who still do not know of its existence.
53. Many homeowners did not receive copies of any of the Master Association Documents prior to purchasing their lots.
54. The Master Association did not hold any member meetings or any open board meetings until 2017.

Lawsuit

55. Plaintiffs filed this suit on March 22, 2023. *See Docket No. 1.*
56. On October 23, 2023, Plaintiffs filed their Amended Complaint alleging two causes of action: Quiet Title and Declaratory Judgment. *See Docket No. 22.*
57. On January 16, 2024, Defendants filed the Motion. *See Docket No. 42.*

RULING

Among other arguments, Defendants contend that the Amended Complaint must be dismissed due to the Court's lack of subject-matter jurisdiction because the filing of this lawsuit was not approved by 75 percent of the members of Pioneer Association, Autumn Ridge Association, and Colonial Park Association, as required by each association's respective Declaration (the "Voting Requirements"). When a defendant raises a factual challenge to a court's subject-matter jurisdiction under Rule 12(b)(1), Utah Rules of Civil Procedure, the court does not presume the truth of the complaint's jurisdictional allegations. *Granite School District v. Young*, 2023 UT 21, ¶ 41, 537 P.3d 225.

In the Motion, Defendants allege that, prior to filing this lawsuit, each Plaintiff did not satisfy the Voting Requirements by obtaining approval of the lawsuit by a vote of 75 percent of each Plaintiff's members. In briefing and at oral argument, Plaintiffs did not contest these facts. The Court therefore accepts them as true.

In response to this argument by Defendants, Plaintiffs assert that Defendants lack standing to invoke the Voting Requirements because the Master Association is not a party to the Declarations. The Court observes, however, that Monte Vista is a party to each of the Declarations, as evidenced by its signature on all three documents. The Court therefore concludes that Monte Vista has standing to enforce the Voting Requirements.

As for standing of the Master Association to enforce the Voting Requirements, Defendants contend that the Master Association has such standing because the Plaintiffs' Declarations themselves grant the Master Association the right to enforce the Declarations.

Third-party beneficiaries are persons who are recognized as having enforceable rights created in them by a contract to which they are not parties and for which they give no consideration. *Val Peterson Inc. v. Tennant Metals Pty. Ltd.*, 2023 UT App 115, ¶ 42, 537 P.3d 660. For a third party to have enforceable rights under a contract, the intention of the contracting parties to confer a separate and distinct benefit upon the third party must be clear. *Id.*, ¶ 43. This is a high standard. It is not enough that the parties to the contract know, expect or even intend that others will benefit from the contract; the contract must be

undertaken for the third party's direct benefit, and the contract itself must affirmatively make this intention clear. *Id.*

Section 3.1 of each of the three Plaintiffs' Declarations creates a "right of the Master Association to act in place and stead of the District Association, in the event the District Association fails to carry out its rights and responsibilities." Article V of each of the three Declarations provides that "the Master Association, acting through its board of directors, shall have standing and power to enforce restrictions and standards imposed under the District Declaration." From these provisions, it is clear that the Master Association is an intended third-party beneficiary of the Declarations. The Court therefore concludes that the Master Association also has standing to invoke the Voting Requirements.

Substantively, Plaintiffs argue that the Voting Requirements do not warrant dismissal of this case because those provisions do not apply to this type of lawsuit. Plaintiffs note that the text of the Voting Requirements, which is set forth in full above in this ruling, provides that the requirement to obtain a 75 percent vote of members "shall not apply, however, to . . . action brought by the District Association to enforce the provisions of this Declaration." Exhibit B to Amended Complaint, pg. 31 of 38; Exhibit F to Amended Complaint, pgs. 52–53 of 62; Exhibit H to Amended Complaint, pg. 31 of 38. Plaintiffs assert that this case is an "action brought by the District Association[s] to enforce the provisions of" the Plaintiffs' Declarations.

The Court cannot agree. Plaintiffs' Amended Complaint contains two causes of action: quiet title and declaratory judgment. Neither cause of action asks that the Court enforce any provision contained in the Declarations. Therefore, Plaintiffs have not invoked any valid exception to the requirement that they each obtain a vote approving this lawsuit by 75 percent of their members. For this reason, the Court lacks subject matter jurisdiction based on the current facts of this case, and Defendants are entitled to dismissal of the Amended Complaint, without prejudice.

Because the Court's ruling on this issue fully disposes of the Motion, it is unnecessary for the Court to address Defendants' other asserted bases for the Motion.

In the Motion, Defendants request that Plaintiffs be ordered to pay Defendants' attorney fees incurred in this lawsuit "pursuant to the attorney fee provisions of each of the Plaintiff's CC&Rs and the CC&Rs for the Master Association." But Defendants fail to identify in the referenced documents any specific provisions on which their request is based. The Court's own review of the referenced documents leads to the conclusion that none of the attorney fees provisions contained in those documents extends to justify an award of attorney fees in this case given the nature of Plaintiffs' causes of action and Defendants' defenses. Defendants' request for an award of attorney fees is denied. Each party shall bear its own costs and fees for this action.

ORDER

For the reasons stated, the Court grants Defendants' Motion to Dismiss the Amended Complaint, without prejudice.

This is the complete and final ruling of the Court on Defendants' Motion to Dismiss, and no further order is necessary.

SO ORDERED this 10th day of September, 2024.



JUDGE KRAIG POWELL
Fourth District Court



CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 230400521 by the method and on the date specified.

EMAIL: TYLER LAMARR TLAMARR@MILLERHARRISONLAW.COM

EMAIL: ALAN BACHMAN ALAN@MOUNTAINWESTLAW.COM

EMAIL: CLARK FETZER CLARK@MOUNTAINWESTLAW.COM

EMAIL: JULIE LADLE JULIE@MILLERHARRISONLAW.COM

EMAIL: SIMONE HANSON SIMONE@MOUNTAINWESTLAW.COM

EMAIL: ROBERT ROSING ROSING@ROSINGDAVIDSON.COM

EMAIL: MONICA GONZALEZ-CANDANEDO GONZALEZ@ROSINGDAVIDSON.COM

EMAIL: VANESSA VIETZ VIETZ@ROSINGDAVIDSON.COM

09/10/2024

/s/ CALLI STEPHENSEN

Date: _____

Signature

EXHIBIT 3



Julie Ladle <julie@millerharrisonlaw.com>

Fwd: Pioneer Addition, Autumn Ridge

1 message

Tyler LaMarr <tlamarr@millerharrisonlaw.com>
To: Julie Ladle <julie@millerharrisonlaw.com>

Fri, Dec 5, 2025 at 2:35 PM



Tyler LaMarr
Attorney
801.692.0796 (Desk)
970.412.5755 (Mobile)
5292 S College Drive, Suite 304
Murray, UT 84123
millerharrisonlaw.com

This message may be an attempt to collect a debt and any information obtained will be used for that purpose. This message contains information which may be confidential and privileged. Unless you are the intended addressee (or authorized to receive for the intended addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply at tlamarr@millerharrisonlaw.com and delete the message.

----- Forwarded message -----
From: **Monica Gonzalez** <gonzalez@rosingdavidson.com>
Date: Fri, Apr 11, 2025 at 4:01 PM
Subject: Pioneer Addition, Autumn Ridge
To: Tyler LaMarr <tlamarr@millerharrisonlaw.com>
Cc: Robert Rosing <rosing@rosingdavidson.com>

Tyler,

As you know, Pioneer Addition, Autumn Ridge, and Colonial Park recently held a vote of their members to approve refiling their lawsuit against the Master Association and Monte Vista Ranch, and Pioneer Addition and Autumn Ridge obtained the approval of their members to do so.

Pioneer Addition and Autumn Ridge are prepared to file the attached complaint. However, they are requesting mediation with the Master Association and Monte Vista before doing so. Please let me know

if your clients are willing to participate in mediation and if so, please propose some available dates and potential mediators.

Best,

Monica

MONICA D. GONZALEZ

Associate Attorney

Main 435.731.5451

Direct 435.731.5434

Fax 435.200.9067

gonzalez@rosingdavidson.com

136 Heber Ave, Suite 205 | Park City, Utah 84060



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DAVIDSON
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 **25-04-10, Complaint.pdf**
144K

Robert S. Rosing (#14866)
Monica Gonzalez-Candanedo (#17220)
ROSING DAVIDSON FROST
136 Heber Avenue, Suite 205
Park City, Utah 80406
Telephone: (435) 731-5451
Facsimile: (435) 200-9067
rosing@rosingdavidson.com
gonzalez@rosingdavidson.com

Attorneys for Plaintiffs Pioneer Addition Neighborhood Association, Inc. and Autumn Ridge Homeowners Association, Inc.

If you do not respond to this document within applicable time limits, judgment could be entered against you as requested.

IN THE FOURTH JUDICIAL DISTRICT COURT OF
UTAH COUNTY, STATE OF UTAH

**PIONEER ADDITION
NEIGHBORHOOD ASSOCIATION,
INC.**, a Utah non-profit corporation,
**AUTUMN RIDGE HOMEOWNERS
ASSOCIATION, INC.**, a Utah non-profit
corporation,

Plaintiffs,

vs.

**EAGLE MOUNTAIN PROPERTIES
COMMUNITIES MASTER
ASSOCIATION, INC. D/B/A EAGLE
MOUNTAIN MASTER ASSOCIATION**, a
Utah nonprofit corporation, **MONTE VISTA
RANCH, L.C.**, a Utah limited liability
company,

Defendants.

COMPLAINT

Case No. _____

Judge: _____

TIER 3

Plaintiffs Pioneer Addition Neighborhood Association, Inc. (“Pioneer Addition”) and Autumn Ridge Homeowners Association, Inc. (“Autumn Ridge”), by and through counsel, hereby complain against defendants Eagle Mountain Properties Communities Association, Inc.

d/b/a Eagle Mountain Master Association (the “Master Association”) and Monte Vista Ranch, L.C. (the “Developer”) as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Pioneer Addition is a Utah non-profit corporation with a principal place of business in Utah County, Utah.

2. Plaintiff Autumn Ridge is a Utah non-profit corporation with a principal place of business in Utah County, Utah.

3. Defendant Master Association is a Utah non-profit corporation with a principal place of business in Utah County, Utah.

4. Defendant Developer is a Utah limited liability company with a principal place of business in Utah County, Utah.

GENERAL ALLEGATIONS

Pioneer Addition

5. Pioneer Addition is the homeowners association for the Pioneer Addition subdivision located in Eagle Mountain, Utah.

6. Pioneer Addition was developed in several phases, and currently consists of 649 lots.

7. The Pioneer Addition Phase 1 Plat was recorded by the Developer on July 9, 2003. *See* Pioneer Addition Plats, a true and correct copy of which are attached hereto as **Exhibit**

A.

8. On the same day the Pioneer Addition Phase 1 Plat was recorded, the Developer recorded the Conditions, Covenants, Restrictions and Easements for Pioneer Addition Phase 1

(the “Pioneer Addition Neighborhood Declaration”), a true and correct copy of which is attached hereto as **Exhibit B**.

9. Within weeks of recording the Pioneer Addition Phase 1 Plat and the Pioneer Addition Neighborhood Declaration, the Developer began selling Pioneer Addition lots.

10. All Pioneer Addition Phase 1 lots were conveyed from the Developer to Providence Development Group, LLC on July 23, 2003. *See* Providence Development Deed, a true and correct copy of which is attached hereto as **Exhibit C**.

11. These lots were then conveyed to different development entities, which began selling individual lots to homeowners in or around 2004. *See* Pioneer Addition Warranty Deeds, a true and correct copy of which is attached hereto as **Exhibit D**.

12. Plats for Phases 2 through 7(B) were recorded between 2005 and 2007. *See* Pioneer Addition Plats.

13. When the plats and neighborhood declarations were recorded, the property in Phases 2 through 7(B) was all owned by Legends Land & Ranch LLC. *See* Pioneer Addition Plats.

14. The plats for Phases 7(C) and 7(D) were recorded in 2016 and 2019 by MVR Management. *See* Pioneer Addition Plats.

Autumn Ridge

15. Autumn Ridge is the homeowners association for the Autumn Ridge subdivision in Eagle Mountain, Utah.

16. Autumn Ridge was developed in two phases consisting of 116 lots.

17. The Autumn Ridge Phase 1 plat was recorded on July 27, 2007 by Homeland Holdings Corp. *See* Autumn Ridge Plats, a true and correct copy of which is attached hereto as **Exhibit E**.

18. A neighborhood declaration for Autumn Ridge was recorded on August 3, 2007. *See* Autumn Ridge Declaration, a true and correct copy of which is attached hereto as **Exhibit F**.

19. The Autumn Ridge Phase 2 plat was recorded on April 30, 2014 by Wren Holdings, LLC. *See* Autumn Ridge Plats.

Master Association

20. The Master Association is the master homeowners association for several sub-associations in Eagle Mountain, Utah.

21. The Master Association purports to be the master association for Pioneer Addition and Autumn Ridge.

22. The Master Association was incorporated in 2008. *See* Articles of Incorporation, a true and correct copy of which is attached hereto as **Exhibit G**.

23. The Articles of Incorporation for the Master Association state that “[t]he purpose of the Corporation is to provide for the regulation and administration of the Property and Common Areas located in the Eagle Mountain Ranch community, and additions and areas annexed thereto, according to the ‘Declaration for Covenants Eagle Mountain Ranch’ and the subdivision plats recorded or to be recorded in Eagle Mountain City, Utah County, Utah[] [p]ursuant thereto.” *See id.*

24. The Master Declaration of Covenants for Eagle Mountain Properties Communities Master Association was recorded on October 29, 2009 (the “Master Declaration”), a true and correct copy of which is attached hereto as **Exhibit H**.

25. The Master Declaration was signed only by the Developer. *See id.*

26. No other person or entity signed the Master Declaration. *See id.*

27. The Master Declaration was recorded against Pioneer Addition and Autumn Ridge. *See id.*

28. The following language appears at the end of the legal description of the Master Declaration:

LESS AND EXCEPTING FROM ALL PARCELS ABOVE ANY LANDS LYING WITHIN THE BOUNDS OF CITY OR COUNTY ROADS, AND ANY OTHER PUBLICLY OWNED LANDS, AND ANY OTHER LAND DEEDED TO OTHERS PRIOR TO THE DATE OF RECORDING OF THIS DOCUMENT, BUT NOT SPECIFICALLY DETAILED HEREIN.

See id.

29. Based on the provisions of the Master Declaration, the Master Association has been collecting assessments from owners in Pioneer Addition and Autumn Ridge.

30. The Master Declaration establishes a period of administrative control that ends on December 31, 2108 — nearly 100 years after the Master Declaration was recorded — or when 40,001 units receive certificates of occupancy and are not owned by the Developer, whichever occurs first. *See id.* § 2.1.

31. The Master Declaration gives the Developer the right to appoint all members of the Master Association Board of Directors during the period of administrative control. *See* Bylaws of Eagle Mountain Properties Communities Master Association, Inc. (the “Master Bylaws”), attached as Exhibit C to the Master Declaration, at § 3.2.

32. During the period of administrative control, the Developer has the right to veto any action of the Master Association Board of Directors. *See id.* § 3.3.

33. During the period of administrative control, the Developer may unilaterally amend the Bylaws, the Design Guidelines, and certain provisions the Master Declaration. *See id.* § 7.6; Master Declaration §§ 5.3(a), 20.2.

34. During the period of administrative control, the Master Declaration cannot be amended without the approval of the Developer. *See* Master Declaration § 20.2(b).

35. The Master Bylaws provide that the Developer has the right to unilaterally amend the Master Bylaws even after the period of administrative control has ended so long as the Developer owns any property within the Master Association. *See* Master Bylaws § 7.6.

36. During the period of administrative control, the Developer is entitled to five votes for each lot or unit it owns and fifteen votes for each acre of land owned by the Developer but not platted, while owners are entitled to one vote per lot. *See* Master Declaration §§ 4.1(b), 4.2.

37. On May 20, 2010, the Master Association recorded a Notice of Reinvestment Fee Covenant (the “Notice”), a true and correct copy of which is attached hereto as **Exhibit I**.

38. The Notice notifies owners of a reinvestment covenant recorded as part of the Master Declaration. *See id.*

39. The Notice obligates buyers or sellers of property within the Master Association to pay to the Master Association a “community enhancement fee” equal to 0.5% of the gross sales price upon the sale of the property. *See id.*

40. The Notice was recorded against Pioneer Addition and Autumn Ridge. *See id.*

41. The Master Association has been collecting reinvestment fees from owners within Pioneer Addition and Autumn Ridge for over ten years.

42. Since the Master Declaration was recorded, the Developer and/or the Master Association have recorded eight (8) amendments to the Master Declaration (the “Amendments”).

43. All of the amendments were recorded against Pioneer Addition and Autumn Ridge.

44. The defendants did not own any part of Pioneer Addition or Autumn Ridge at the time the Master Declaration, the Notice, or the Amendments (together, the “Master Association Documents”) were recorded.

45. The defendants knew or should have known that they did not own any of the Pioneer Addition or Autumn Ridge property at the time the Master Association Documents were recorded.

46. None of the Master Association Documents are expressly authorized by statute or by a court order.

47. Accordingly, the Master Association Documents were wrongfully recorded against Pioneer Addition or Autumn Ridge.

48. Because the Master Association Documents were wrongfully recorded, the Master Association has been wrongfully subjected Pioneer Addition and Autumn Ridge to the collection of assessments and reinvestment fees from Pioneer Addition and Autumn Ridge for over ten years.

49. On January 27, 2023, Pioneer Addition and Autumn Ridge sent the Master Association and the Developer a written demand to remove the Master Association Documents. *See Demand Letters*, a true and correct copy of which is attached hereto as **Exhibit J**.

50. More than ten days have passed since the Master Association and the Developer received these written demands, but the Master Association and Developer have not caused the Master Association Documents to be removed from Pioneer Addition or Autumn Ridge.

51. The Master Association does not provide any services to Pioneer Addition or Autumn Ridge.

52. The Master Association does not own, operate, manage, or maintain any common area within Pioneer Addition or Autumn Ridge.

53. Pioneer Addition and Autumn Ridge are responsible for maintaining their own common areas.

54. Upon information and belief, the Master Association does not provide any services to Pioneer Addition, Autumn Ridge, or any other sub-associations.

55. Upon information and belief, the only common area owned, operated, managed, or maintained by the Master Association is a “clubhouse” that has been under construction since at least January 2022 and was completed in 2024.

56. The “clubhouse” has been promoted as an amenity for owners, but is actually an event space that may be rented out by owners for a substantial fee, with offices for the Master Association on the upper level.

57. The sub-associations do not even have the right to use the “clubhouse” to hold their own meetings or otherwise use the “clubhouse” free of charge.

58. The Master Association requires owners who want to use the clubhouse to sign a form representing that they are members of the Master Association and subject to and bound by the Master Declaration.

59. The Master Association collects assessments through its sub-associations; it does not send separate statements, invoices, or bills to owners.

60. The Master Association’s only expenses are administrative expenses and expenses related to the “clubhouse.”

61. The Developer has been using fees collected from the Pioneer Addition, Autumn Ridge, and the other sub-associations to subsidize the construction of the “clubhouse.”

62. Upon information and belief, many homeowners did not receive copies of any Master Association documents prior to purchasing their lots.

63. Many homeowners within Pioneer Addition, Autumn Ridge, and other sub-associations, did not know that the Master Association existed until recently, and there are many who still do not know of its existence.

64. The Master Association did not hold any member meetings or any open Board meetings as required by law until 2017.

65. In 2017, Pioneer Addition began seeking legal opinions regarding the validity of the Master Association.

66. The Developer and the Master Association were notified of the proposed legal action and bases of Pioneer Addition and Autumn Ridge’s claims in or around January 2023.

67. The Developer and the Master Association were given a reasonable opportunity to resolve the dispute.

68. The parties engaged in multiple discussions to attempt to resolve the dispute, but no resolution was reached.

69. Pioneer Addition and Autumn Ridge sent owners a notice of intent to file legal action against the Developer.

70. Pioneer Addition and Autumn Ridge held a vote of its respective owners to vote on whether to initiate litigation against the Developer.

71. Both Pioneer Addition and Autumn Ridge received over 70% approval of its owners to initiate this litigation.

72. Pioneer Addition and Autumn Ridge have received assignments of claims from 576 homeowners to pursue the claims outlined herein on their behalf.

FIRST CAUSE OF ACTION
(Quiet Title, Utah Code Ann. § 78B-6-1301)

73. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.

74. A dispute has arisen between the parties regarding an interest in real property.

75. The Defendants recorded the Master Association Documents against Pioneer Addition and Autumn Ridge and at the time of recording, the defendants did not own any of the land within Pioneer Addition and Autumn Ridge and did not seek to have the Master Association Documents signed by the owners.

76. The Master Association Documents purported to make Pioneer Addition and Autumn Ridge members of the Master Association and to obligate Pioneer Addition and Autumn Ridge to, among other things, pay to the Master Association assessments and reinvestment fees.

77. Plaintiffs are entitled to an order of the Court quieting title to the lots, units, and parcels in Pioneer Addition and Autumn Ridge in favor of the Plaintiffs and each respective property owner, and quieting title to any common area within Pioneer Addition and Autumn Ridge in favor of the Plaintiffs.

SECOND CAUSE OF ACTION
(Declaratory Judgment, Utah Code Ann. § 78B-6-401)

78. Plaintiffs incorporate by reference the foregoing paragraphs as though fully set forth herein.

79. A dispute has arisen between the parties regarding the parties' respective rights, obligations, and legal relationship.

80. Specifically, the parties dispute whether or not Pioneer Addition and Autumn Ridge are properly subject to the Master Association Documents and to the jurisdiction and authority of the Master Association.

81. The Master Association Documents are void with respect to the Plaintiffs because they were recorded by the Developer while it did not own any of the land within Plaintiffs' respective boundaries, and none of the actual property owners signed the Master Declaration Documents.

82. The Master Declaration is void and unenforceable because it was procedurally and substantively unconscionable.

83. Plaintiffs are entitled to an order of the Court declaring the Master Association Documents null and void with regard to the Plaintiffs and their respective members, and declaring that the Plaintiffs and their respective members are not members of the Master Association and are not subject to or bound by the Master Declaration or any other Master Association Documents.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. For judgment against Defendants and in favor of Plaintiffs as to Plaintiffs' first cause of action for quiet title;

2. For judgment against Defendants and in favor of Plaintiffs as to Plaintiffs' second cause of action for declaratory judgment;

3. For an order of the Court declaration the Master Association Documents null and void as to the Plaintiffs, declaring that Plaintiffs and their respective members are not subject to

or bound by the Master Declaration or members of the Master Association, and ordering title to be quieted in favor of the Plaintiffs;

4. For an award of damages be more particularly determined at trial, including but not limited to, assessments wrongfully collected by the Master Association from the Plaintiff;

5. For an award of attorney fees and costs as allowed by § 8.4 of the Master Declaration;

6. For such other and further relief as the Court may deem proper.

DATED this 10th day of April 2025.

ROSING DAVIDSON FROST

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