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**NEIGHBORHOOD CODE OF CONDUCT**  
*- also known as -*  
**COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)**  
**OF THE SUMMIT PARK HOMEOWNERS ASSOCIATION**

**Summit Park Subdivision, Summit County, Utah**

*Approved and Adopted by the Summit Park Homeowners Association [XXXX 20XX]*



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The *Neighborhood Code of Conduct*, also known as the *Covenants, Conditions & Restrictions* (the “**CC&Rs**”) of the Summit Park Homeowners Association (the “**SPHOA**”) document the rights and obligations of the **SPHOA** to its members *and* the rights and obligations of its members to the **SPHOA**. The **SPHOA** operates in the State of Utah, Summit County, and within the legal geographical confines of the Summit Park subdivision. The legal boundary of Summit Park, as well as all associated plats, parcels, lots, and any other legal land divisions designated and described within, are defined, recorded, and on file at the Summit County Recorder’s office. Legal descriptions and other relevant file information is obtainable through the Summit County Assessor’s office. Both the Summit County Recorder’s office and the Summit County Assessor’s office can be accessed at <https://www.SummitCounty.org>.

The **CC&Rs** documented herein supersede all prior **CC&Rs** and any associated amendments previously enacted and approved by the **SPHOA**. These **CC&Rs** shall remain in effect unless they are subsequently and formally revised or amended according to the stipulations provided in the **SPHOA**’s corporate bylaws (the “**Bylaws**”), which reside in a separate document. The **Bylaws** provide the framework under which the **SPHOA** is managed and operated and provide additional details relevant to the **CC&Rs**. Copies of the **SPHOA**’s **Bylaws** and **CC&Rs** can be found on the **SPHOA**’s website at <https://SummitParkUtah.net>.

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Definitions**

Those terms which are capitalized and appear in bold print have the specific meanings that are set forth in this document. Other terms that are not formally defined shall be interpreted to be aligned in meaning with those that are generally accepted and understood by similarly operated and run community nonprofit homeowners associations.

**1.2 Interpretation and Conflict**

In the event of a conflict between the **CC&Rs** stated herein and applicable government regulation(s) and statute(s), the applicable and current government regulation(s) and statute(s) will be controlling. Following that, the order of resolution in case of any conflict shall be: 1) the Articles of Incorporation, 2) the **Bylaws**, 3) the **CC&Rs**, and finally, 4) any separate **Rules and Regulations** not otherwise established in other relevant corporate governance documents of the **SPHOA**.

**1.3 Properties Subject to the CC&Rs**

These **CC&Rs** cover all legal property divisions found within Summit Park subdivision. This includes all residential property shown as a separate numbered lots on the recorded Plats A through M2 of Summit Park, which are collectively referred to as “**Property**.”

**1.4 Imposition of Servitude**

Each and every **Property** shall be held, sold, and conveyed subject to the **CC&Rs** contained herein. These **CC&Rs** shall run with the **Property** and shall be binding upon all property owners, their successors, and



assignees having or acquiring any right, title, or interest in the **Property** as a servitude in favor of each and every **Property** as the dominant tenement or tenements.

### 1.5 SPHOA Membership and Dues

SPHOA membership eligibility requirements, termination, reinstatement, and annual dues obligations are recorded under Article 2, *SPHOA Membership and Dues*, recorded in the **SPHOA's Bylaws**.

### 1.6 Updates and Amendments

The **Board** requires the **CC&Rs** be formally reviewed a minimum of once every five years, but sooner if the situation so dictates, from the time that they were last formally approved. The review shall be conducted by the **Board** or through legal counsel if requested by the **Board** to assist with this matter. The review process by the **Board** shall be to ensure accuracy of intent, are reflective of current understandings, meet the requirements of regulatory authorities, and are supported by what is understood by the **Board** to be a majority of the **SPHOA's** eligible membership, as applicable. All recommended changes shall be suitably vetted and duly considered by the **Board**, and those that are proven as acceptable shall be enacted by the **Board** and recorded as an amendment in the **CC&Rs**. If no changes to any of the **CC&Rs** are recommended or needed, then the existing document(s) shall remain in effect.

### 1.7 Legal Actions and Disputes

All criteria and actions related to the process and procedures related to any legal action(s) and/or disputes by or against or by the **SPHOA**, are described in Article 8 of the **Bylaws, Actions, Legal Liabilities, and Insurance**.

## ARTICLE 2. Permitted and Prohibited Land Uses and Specifications

### 2.1 Compliance and Conformance with Current Zoning Laws and Building Codes

All *new Property* building requirements and improvements must comply to current and applicable zoning and building code requirements of Summit County, and any related applicable government regulatory authorities. This typically include, but are not limited to, such matters as property use, setbacks, building height, density, construction building materials and related requirements, and public works that are legally allowed under Summit County and any other requirements applicable for which the land is zoned. With no exceptions, regulated requirements take precedence over any requirements found within the **CC&Rs**.

### 2.2 Nonconforming / Grandfathering of Existing Land Uses

Any revised changes from previous versions of the **CC&Rs** are intended to apply only to new or altered land uses. This exception, however, may not apply to properties or structures that are considered abandoned or if a structure is legally defined as unlivable, abandoned, or has been destroyed (for example, by fire) and is not replaced or removed in a timely fashion by the existing **Property Owner**. For purposes of this and subsequent sections, a **Property Owner** is defined as equivalent to an owner, owners, or otherwise designated entity of a legally defined property located within the Summit Park subdivision.

Grandfathering may also not apply where an existing structure is extensively expanded or extended, or an existing land use is otherwise altered and is substantially different from the use to which it existed prior to the alteration taking place; in particular, when the original structure or property use was non-conforming with applicable existing land use requirements at the time of construction. It is therefore expected that any land use or structural improvement that is substantially altered from the way it previously existed shall conform to the current **CC&Rs** that are in-place at the time that the improvements take place.



### 2.3 Land Use Occupancy

All parcels of real property shown as a separate number lot on the recorded Plats of Summit Park shall not be occupied or used for any purpose or in any manner which is contrary to the applicable zoning regulations that apply to the property. The only exception to this are properties that are zoned for residential property that is also used for professional business services as long as it maintains low impact to traffic, noise, and visibility.

### 2.4 Abandoned and Neglected Property or Structure

It is the responsibility of the **Property Owner** to address unsafe **Property** conditions and/or abandoned structures and substructures, on the **Property** due to a current or former residence being abandoned, demolished, or no longer livable, in a timely fashion and in accordance with applicable law. This may include abandonment of a structure or dwelling due to 1) fire, 2) if it is being partially or fully torn down, and 3) the creation of unsafe structural living conditions due to neglect due to it being unoccupied for an extended period of time, or through similar negligence or disuse over time. Any structure and/or materials left on a **Property** that may lead to an infestation of rodents, insects, or related pests must also be removed in a timely manner to avoid such conditions. The **Property** must be appropriately cleared of potentially unsafe ground conditions and rendered suitably safe for both people and wildlife. Temporary fencing must also be erected around such **Property** or related structures until such time that the **Property** is cleared of its unsafe conditions.

### 2.5 Long-Term Property Rental and Lease

Any **Property Owner**, or their duly authorized agent, may rent or lease the **Property Owner's Property** (considered as a rental or lease agreement of 31+ days of occupancy). It is required that those that rent or lease their residence provide the renters or leasees with a copy of the **SPHOAs CC&Rs** prior to occupation and that the rental agreement includes a section that stipulates that any renter or leasee maintain adherence to the **CC&Rs** regarding allowable land use and activities. To the extent permissible under local, state, and federal law, the **Property Owner** (the landlord) is responsible for their renter's or leasee's actions.

### 2.6 Temporary Residences

No structure of a temporary character, which include trailers, mobile homes, motor homes, containers, tents, or similar outbuildings shall be used on any **Property** at any time as a residence, either temporary or permanently. The only exception to this is the temporary use of an appropriate mobile unit to house a resident's family or friends for a short duration during a visit. All utilities must be confined to the mobile unit and no effluent discharges of any kind may occur during that time of occupancy.

### 2.7 Short-Term Nightly and Vacation Rentals

Short-term nightly and vacation rentals (collectively referred to as **Nightly Rentals**), are defined as those residences that are rented out for a period typically not exceeding 30 (thirty) days during a single rental period and/or do not involve a long-term rental or lease agreement involving the same renter or entity. This specifically refers to those situations in which a portion of a home, or the entire dwelling, are rented for the purpose of a **Nightly Rental**. Whereas the **SPHOA** does not prohibit property owners from using their residences as a **Nightly Rental**, it is discouraged, especially since short-term rental problems have steadily increased in recent years, including complaints from permanent residents concerning excessive noise, traffic and parking issues, vandalism, and trash left on and off the property from short-term renters. It is required that those that rent their residence as a short-term rental provide renters with a copy of the **SPHOAs CC&Rs** prior to occupation and that the rental agreement includes a section that requires that renters maintain adherence to applicable sections of the **CC&Rs** regarding allowable activities. To the extent permissible under



local, state, and federal law, the property owner (the landlord) is responsible for their renter's actions. For those that rent their property, short-term renters should be made aware both verbally and in writing that Summit Park is a quiet neighborhood that largely consists of permanent residents that desire quiet and respect from those that are here for only a limited time, including the conditions presented within this section.

It is also expected that those that provide for **Nightly Rentals** adhere to all non-licensing requirements described in Section 4-5-3, or equivalent, of Park City's Municipal Code governing nightly rentals, along with any applicable State or County regulatory requirements. A copy of Park City's Municipal Code Section 4-5-3 is posted for review on the **SPHOA's** website (<https://SummitParkUtah.net>), although you should access Park City's Municipal Code website to ensure that you have access to the most current version of the municipal code (<https://parkcity.municipalcodeonline.com/book?type=ordinances#>).

**Nightly Rentals** restrictions include the following:

- 1) No signage may be displayed on the **Property** advertising it as a **Nightly Rental**.
- 2) Parking for those that occupy **Nightly Rental** property is restricted to on-property unless it can be reasonably accommodated by off-street parking, which is often quite restricted due to Summit Park's narrow and winding roads. On-street parking for nightly rental uses shall not result in an obstruction to traffic. Additionally, renters shall maintain adherence to seasonal parking restrictions (no parking on-street from November to May for access by county or state snow plows).
- 3) Snow-removal during winter months must be maintained to allow reasonable on-site parking and access to the **Nightly Rental** property.
- 4) The **Nightly Rental** property must be kept free of accumulated garbage and refuse by the those that utilize the **Property** as a **Nightly Rental**.
- 5) The **Nightly Rental** property must be maintained and repaired to a level that is consistent with the level of maintenance on adjoining or nearby properties.
- 6) **Property Owners** of **Nightly Rental** properties are responsible for maintaining reasonable occupancy levels, avoiding illegal activities of its occupants, and ensuring that quiet hours of between 10:00 P.M. and 8:00 A.M. is maintained by all renters and guests.
- 7) Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties must be maintained on the **Nightly Rental** property. This also includes summer yard maintenance to a level that is consistent with the level of landscaping and maintenance on adjoining and nearby properties.

The **Property Owner** of a **Nightly Rental** property, or their authorized agent, that maintains a residence for a **Nightly Rental**, must also inform the **SPHOA** in writing (via email to the **SPHOA** at [SummitParkUtah@gmail.com](mailto:SummitParkUtah@gmail.com)), of a responsible party for the **Nightly Rental**. The responsible party must be the **Property Owner**, a property management company, realtor, lawyer, or other individual, who resides within a 1 (one) hour drive of the **Nightly Rental**. The responsible party is personally liable for the failure to properly manage the **Nightly Rental**. The responsible party must be available by telephone, or otherwise, 24 (twenty-four) hours per day, and must be able to respond to telephone inquiries within 20 (twenty) minutes of receipt of such inquiries. It is required that the responsible party inform the **SPHOA** by email



(SummitParkUtah@gmail.com) the address of the **Nightly Rental** and the contact information of the responsible party.

## 2.8 Hunting, Harassment and Cruelty to Wildlife

The Summit Park subdivision and surround lands are home to a variety of wild animals. Any hunting, harassment, or cruelty to any wildlife on the lands or in the waters within the confines of Summit Park is strictly prohibited. All **Property** must also be maintained in a way that does not allow wildlife to be harmed due to man-made structures or features that could cause harm to wildlife inhabiting and using our lands.

## 2.9 Trash, Garbage, Rubbish, and Waste Construction Material

No **Property** shall be used or maintained as a dumping ground for trash, garbage, rubbish, waste construction materials, or other similar-type waste materials. All trash, rubbish, and garbage shall be kept in appropriate sanitary containers in a clean and sanitary condition and generally placed away from public view. No rubbish, trash, construction materials, junk or debris shall be burned on any **Property** for its disposal unless a permit is obtained through Summit County for that purpose. Eligible members of the **SPHOA** are encouraged to take advantage of the annual Dumpster Days that the **SPHOA** holds each year (typically in the late Spring) to safely dispose of accumulated trash and refuse that accumulates on their **Property** and needs to be properly disposed.

## 2.10 Open Fires and Fireworks

The Summit Park subdivision and surrounds lands is subject to a high fire danger due to the forested nature of the area. Unless otherwise permitted by current State or County government regulations, statutes, orders or directives, all open fires and fireworks are strictly prohibited within the confines of Summit Park at all times of the year, regardless of whether they are permitted in areas outside of the Summit Park subdivision. The exception to this are permitted burning activities, such as the burning of brush and slash piles, when outdoor conditions allow and when all necessary safety precautions are taken to mitigate the potential for fire spreading outside of the controlled area. Firepits with at least 10 feet of defensible space (defined as a landscaped area void of trees, shrubs, and grass, created around the firepit) are permissible.

## 2.11 Display of Non-Commercial Signs, Posters, or Banners

In those areas where residential property is zoned, non-commercial signs and posters that are more than approximately 6 (six) square feet of area in size and non-commercial flags or banners that are more than approximately 12 (twelve) square feet in size are prohibited. No sign of any kind shall be nailed to trees. No signs shall be maintained on any residential lot, except professionally painted signs with not more than approximately 6 (six) square feet of area advertising the **Property** for sale. Signage associated with long-and and short-term rentals is prohibited.

## 2.12 Accessory Buildings

Unless otherwise permitted by current State of Utah or Summit County government regulations, any **Property** may include the following accessory or detached buildings or structures not used for residential occupancy and are of reasonable construction and size: 1) greenhouse, 2) swimming pool, 3) pool house, 4) arbors, 5) pergolas, and 6) storage sheds. Outdoor temporary garages or similar type structures are prohibited unless they are otherwise made reasonably inconspicuous to neighboring properties or from the street.

## 2.13 Storage of Motorized Vehicles

In those areas where residential property is zoned, no construction vehicles or machinery will be allowed to be stored permanently or temporarily on any **Property** unless they are otherwise made reasonably



inconspicuous to neighboring properties or from the street. Larger vehicles, such as RVs and trailers, must not be stored on public right-of-ways and every attempt should be made to store them in reasonably inconspicuous areas of the **Property**.

#### 2.14 Construction Maintenance

The **Property Owner** and/or their contractor is responsible to ensure that the **Property** that is under construction is reasonable maintained, orderly, and maintained so as not to create unsightly conditions. For **Property** under construction, a regularly serviced portable toilet must be on-site for the duration of new home construction or renovations where other accommodations are not provided.

#### 2.15 Construction Traffic Flow

The **Property Owner** and/or their contractor is responsible to ensure that construction activities do not obstruct or impede the flow of residential traffic. If activities require temporary road restrictions, nearby residents must be notified at least two days in advance and appropriate road signage put in place to let residents know of the restricted access.

#### 2.16 Livestock

With the exception of livestock used to actively reduce brush and undergrowth, no livestock, including, but not limited to, horses, cattle, sheep, and pigs, shall be raised or kept on a **Property**. Chickens are permissible if kept in reasonable numbers and do not become a nuisance to nearby residents.

#### 2.17 Exterior Lighting

Light fixtures used to illuminate garages, patios, parking area, or similar areas on all **Properties** should be arranged to reflect light away from adjacent residences and from the vision of passing motorists. It is recommended that exterior lights adhere to *dark sky* friendly outdoor *lighting* – these are fixtures that are fully shielded and have low color temperature.

#### 2.18 Property Maintenance

**Property Owners** are expected to reasonably maintain their lots in a manner consistent with others that occupy lots in the Summit Park community. This includes reducing potential fire hazards on their **Property**, which includes the timely removal of dead and diseased trees and underbrush. Please contact the **SPHOA** regarding removal of these items, as the **SPHOA** may be able to offer financial assistance to defray the cost of such activities.

#### 2.19 Removal of Live Trees

To help maintain the natural environment in which Summit Park resides, no trees considered of mature status (generally considered to be 8 inches in diameter when measured two feet above its base) shall be removed unless necessary for property ingress and egress, reasonable construction activities, and to maintain safe conditions of the **Property** and surrounding areas.