



NEIGHBORHOOD CODE OF CONDUCT FOR PROPERTY OWNERS AND RESIDENTS OF THE SUMMIT PARK SUBDIVISION

The Neighborhood Code of Conduct (the “Code of Conduct”) is adopted by the Board of Directors of the Summit Park Homeowners Association (the “Association”). The Association, established as a nonprofit organization, is a voluntary and membership-supported entity that is primarily organized for the purpose of administering and organizing certain services, programs, and activities for the benefit of property owners and residents of the Summit Park subdivision (“Summit Park”).

The Code of Conduct is not, nor shall it be, interpreted as the equivalent of what most community homeowners associations refer to as “covenants, conditions, and restrictions” (“CC&Rs”). The Association legally operates without CC&Rs as part of its corporate governance and the Code of Conduct is not submitted or evidenced by any local and/or state government organization. All provisions presented within the Code of Conduct are non-binding and non-enforceable by the Association.

The purpose of the Code of Conduct is to provide general guidance and best practice where alterations of a property, a dwelling, or a home occupancy practice (e.g., renting or leasing) have occurred or may be pursued in the future. Adherence to the provisions in the Code of Conduct are intended to preserve and enhance property values in Summit Park.

Whereas adherence to the provisions presented in the Code of Conduct are strictly voluntary, many of the provisions are based on, or are closely aligned, with various local and state laws and government authority, all of which remain primary and overriding of any of the provisions found in the Code of Conduct. Always consult local government officials, their staff, and/or legal counsel if there are questions or concerns on what may, or may not, be specifically and legally permissible in Summit Park.

PROVISIONS

- 1.1 Land Use Occupancy.** All parcels of real property within Summit Park should not be occupied or used in a manner which is contrary to the applicable laws and zoning requirements that apply to the property. The only exception may be properties that are zoned for residential use but are also used for professional business services that maintain low impact to traffic, noise, and visibility.
- 1.2 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 structure or residence on a property being abandoned, demolished, or no longer livable, in a timely manner and in accordance with applicable law. Furthermore, any structure and/or materials left on a property that may lead to an infestation of plants or animals detrimental to people or wildlife should be removed in a timely manner. Properties should be appropriately cleared of potentially unsafe ground conditions and rendered suitably safe for both people and wildlife. The use of temporary fencing should also be erected around such unsafe ground conditions until such time that the condition is rectified and rendered safe.
- 1.3 Temporary Residences.** No structure of a temporary character, which include travel trailers, mobile homes, motor homes, shipping containers, tents, or similar outbuildings can 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 should be confined to the mobile unit and no effluent discharges of any kind may occur during that time of occupancy.
- 1.4 Long-Term Property Rental and Lease.** Any property owner, or their duly authorized agent, may rent or lease the property owner's property on a long-term basis, which is considered as having a rental or lease agreement extending more than thirty (30) days of occupancy. It is recommended



that the rental agreement includes a section that requires that the renter or leasee maintains adherence to applicable provisions of the Code of Conduct regarding allowable activities. To the extent permissible under local and state law, the property owner or designated landlord is responsible for their renter's or leasee's actions when occupying the property.

- 1.5 Short-Term Nightly and Vacation Rentals.** Short-term nightly and vacation rentals (collectively referred to as Nightly Rentals), are defined as those residences having a rental agreement extending thirty (30) days or less during a single rental period and/or do not involve a long-term rental or lease agreement involving the same renter or entity. Whereas the Association does not prohibit a property owner from using their dwelling as a Nightly Rental, it is nevertheless discouraged, due to excessive complaints originating from long-term and permanent residents concerning excessive noise, traffic and parking issues, vandalism, and trash left on and off the property from those that occupy Nightly Rentals. It is recommended that the rental agreement includes a section that requires that the renter maintains adherence to applicable provisions of the Code of Conduct regarding allowable activities. Nightly Renters should be made aware both verbally and in writing that Summit Park is a neighborhood that largely consists of permanent residents that desire quiet and respect from those that are here for only a limited time. To the extent permissible under local and state law, the property owner or designated landlord is responsible for their renter's actions.

It is 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 local and state regulatory requirements. Park City's Municipal Code website should be accessed to obtain the most current version of the referenced municipal code.

It is asked that Nightly Rentals restrictions include the following:

- (1) Signage. No signage may be displayed on the property advertising it as a Nightly Rental.
- (2) Parking. Parking for those that occupy a Nightly Rental property is restricted to on-property parking unless it can be reasonably accommodated by off-street parking (which is often difficult due to Summit Park's narrow and winding roads). Street parking for those that occupy a Nightly Rental should not result in any traffic obstructions. Additionally, renters of Nightly Rentals shall maintain adherence to seasonal parking restrictions (e.g., no on-street parking from November to May) so access by county and state snow plows and emergency vehicles can be maintained.
- (3) Snow Removal. Snow-removal during winter months should be maintained on the Nightly Rental property to allow reasonable on-site parking and property access.
- (4) Free of Garbage. Nightly Rental property should be kept free of accumulated garbage and refuse that is not otherwise placed in an appropriate refuse container.
- (5) Maintenance and Upkeep. Nightly Rental property should be maintained and repaired, including yard maintenance, to a level that is consistent with the level of maintenance on adjoining and nearby properties.
- (6) Occupancy Level and Quiet Hours. Property owners of Nightly Rental properties are responsible for maintaining reasonable occupancy levels, prohibiting illegal activities of occupants, and ensuring that quiet hours between the hours of 10:00 P.M. and 8:00 A.M. are maintained by all renters and guests of the Nightly Rental.
- (7) Responsible Party. It is recommended that the property owner of a Nightly Rental property, or their authorized agent, inform the Association in writing (via email to the Association at



SummitParkUtah@gmail.com), of a responsible party that can be contacted if an issue arises at a Nightly Rental. The responsible party should be the property owner, a property management company, realtor, lawyer, or other individual, who resides within a one (1)-hour drive of the Nightly Rental.

- 1.6 **Hunting, Harassment and Cruelty to Wildlife.** Summit Park and surrounding 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 are prohibited. All property must be maintained in a way that does not allow wildlife to be harmed due to manmade structures, features, or activities that could cause harm to wildlife inhabiting and using the lands of Summit Park.
- 1.7 **Trash, Garbage, Rubbish, and Waste Construction Material.** Properties should not be used as a place where trash, garbage, rubbish, waste construction materials, or other similar-types of refuse accumulates over a period of time. As applicable, all such materials should be kept in appropriate and properly maintained containers and generally placed in reasonably inconspicuous areas of the property away from streets or adjoining properties. No such materials should be burned as a means of disposal unless an applicable Summit County permit is obtained for that purpose. Eligible members of the Association are encouraged to take advantage of the annual Dumpster Days that the Association holds (typically in the late spring) to safely and conveniently dispose of accumulated rubbish and refuse.
- 1.8 **Open Fires and Fireworks.** Summit Park and surrounding lands are subject to a high fire danger due to the forested nature of the community and surrounding area. Unless otherwise permitted by current local and state laws or directives, all open fires and fireworks are prohibited within Summit Park at all times of the year, regardless of whether they are permitted in areas outside of Summit Park. The exception to this are authorized and/or 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. Fire pits, with at least ten (10) feet of defensible space (defined as a landscaped area void of trees, shrubs, and grass, created around the fire pit), are permissible.
- 1.9 **Display of Non-Commercial Signs, Posters, or Banners.** In those areas where non-commercial property is zoned, signs and posters that are more than approximately six (6) square feet of area in size and non-commercial flags or banners that are more than approximately twelve (12) square feet in size are not allowed. No sign of any kind shall be nailed to trees. No signs shall be placed on a lot that is zoned residential, except for professionally painted signs with not more than approximately six (6) square feet that advertise that the property is for sale. No signage may be displayed on the property or dwelling advertising it as a long- or short-term rental.
- 1.10 **Accessory Buildings.** Unless otherwise prohibited by current local and state regulation, a 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 highly discouraged unless they are made reasonably inconspicuous to neighboring properties or from the street.
- 1.11 **Storage of Motorized Vehicles.** For a lot is zoned residential, no construction vehicles or large machinery are expected to be permanently or temporarily stored unless they are otherwise made reasonably inconspicuous to neighboring properties or from the street. Larger vehicles, including travel trailers, mobile homes and motor homes, should not be stored on public right-of-ways and every attempt should be made to store them in a reasonably inconspicuous area away from neighboring properties or from the street.



- 1.12 **Construction Maintenance**. The property owner and/or their contractor is responsible to ensure that a property that is under construction is reasonable maintained. For property under construction, a regularly serviced portable toilet must be on-site for the duration of new home construction or renovation activities where alternative accommodations are unavailable.
- 1.13 **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 traffic. If activities require temporary road restrictions, nearby residents should be notified at least three (3) days in advance, and appropriate road signage put in place to let residents know of the presence of restricted roadways.
- 1.14 **Livestock**. Apart from livestock used to actively reduce brush and undergrowth, no livestock, including 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.
- 1.15 **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 – lighting where there are fixtures that are fully shielded and have low color temperature.
- 1.16 **Property Maintenance**. Property owners are expected to reasonably maintain their lots in a manner consistent with others that occupy similar-type lots in Summit Park. This includes reducing potential fire hazards on their property, including the timely removal of dead and diseased trees and deep underbrush. Please contact the Association regarding removal of dead and diseased trees, as the Association may be able to offer advice and/or financial assistance to defray removal costs.
- 1.17 **Removal of Live Trees**. To help maintain the natural environment in which Summit Park resides, trees considered of mature status – generally considered to be greater than approximately eight (8) inches in diameter when measured two (2) feet above its base – should not be removed unless necessary for property ingress and egress, reasonable construction activities, and otherwise to maintain safe conditions of the property and surrounding area.

The Neighborhood Code of Conduct were approved by an affirmative and unanimous vote of the Association's Board of Directors and the action recorded in the September 20, 2022 Board minutes.

BOARD OF DIRECTORS, SUMMIT PARK HOMEOWNERS ASSOCIATION



The undersigned has executed the Neighborhood Code of Conduct for Summit Park this 22nd day of September, 2022.

Summit Park Homeowners Association

By: David Serena (David Serena)

Its: Chair of the Board of Directors, Summit Park Homeowners Association

Notary Form

State of: Utah)
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County of: Summit)

On the 22nd day of September, 2022, David Serena personally appeared before me, deposes and says that he is the Chair of the Board of Directors of the Summit Park Homeowners Association; that the foregoing Neighborhood Code of Conduct were approved by a unanimous vote of the Board of Directors of the Summit Park Homeowners Association at a Board of Directors meeting held September 20, 2022; and that the foregoing information is true and accurate to the best of his knowledge.

Witness my hand and official seal,

Notary Public

Nancy A. Bond
Notary Public

[Signature]
Notary Signature

