

Deer Creek Meadows Rules and Regulations

1. These Rules and Regulations of the Deer Creek Meadows (these “**Rules**”) are made and promulgated pursuant to the right to do so set forth in the Amended and Restated Declaration of Easement, Covenants, Conditions, Restrictions and Management Policies of Deer Creek Meadows (the “**Declaration**”) and all capitalized terms not defined herein shall mean and refer to such defined terms set forth in the Declaration and are made consistent with and in conjunction with all Governing Documents of the Association. These Rules may be appended or amended by the Board of the Association at any time and are effective upon adoption and circulation to the Owners.
2. Deer Creek Meadows is a development project (the “Project” or the “Development”) consisting of real property, open space, structures and Dwellings located thereon, existing and operating as a homeowners association and is private property for the exclusive use of the Canyon Meadows Homeowners Association and its members and guests.
3. Any and all illegal activity is strictly prohibited within the Project.

Pets:

4. Owners and Occupants may not permit pets to roam unattended in the Project. All pets must be kept in a Dwelling, dog run, or kennel. All outdoor pet enclosures must be approved by the Association and must not be visible from the street. Starting at 8:00 am and until 12:00 am, when not confined on a Lot or in a Dwelling, all pets must be under the direct control and supervision of an Owner or guest, and leashed within 10 feet of paved roads. Incessant dog barking is not permitted day or night. All defecation and waste from any such pet must be picked up, cleaned and removed by pet owners or the person in control of the pets.

Parking:

5. Parking is limited to residents, occupants or guests of the Project. Trailers, motorhomes and boats are all to be stored on Association-approved sites or off site storage. While Association approval is required, the Association is not required to provide a site or off-site storage. Parking off roadways is not permitted due to potential fire hazard. Parking at the clubhouse is reserved for residents, occupants or guests using the clubhouse and pool unless otherwise approved by the HOA Board. Guests with RVs can park in a resident’s driveway, for three nights, when the owner’s permission is given.

Pool:

6. Audio devices must be used with headphones so as not to disturb other nearby residents, occupants and guests of the Pool.
7. Guests and Non-Owner occupants must be accompanied by an Owner in the pool area, unless they are a Long-Term Tenant with permission of the Owner, or an adult/child over the age of 18 living with the owner.
8. Owners may reserve the clubhouse and/or the pool area for up to 4 hours for parties or family gatherings, with three days advance notice. An application must be filled out and approved by the Clubhouse Manager, prior to the use of these areas. The reservation fee shall be; under 15 guests: no charge, 15 to 25 guests: \$60, 25+ guests: \$100. The Clubhouse Manager will do a walk through within 24 hours of the conclusion of the reservation. A written notice will be given to the Owner or Long-Term Tenant of any damages that have occurred during the reservation. The Owner or Long-Term Tenant is responsible to clean the clubhouse and/or pool area as outlined in the Clubhouse reservation application, otherwise a \$200 cleaning fee will be assessed.
9. Association activities and/or events, if scheduled at least one month in advance, shall have priority use of the pool area and common areas.
10. Swimming pool rules (which may include additional rules other than those set forth herein) are posted in the pool area.
11. There is no lifeguard on duty in the pool area. Children under the age of 18 must be accompanied by an Owner, or an approved Long-Term Tenant, over the age of 18.
12. Food and drink is not allowed in the lower deck of the pool area. No glass containers are allowed in the pool area.

Noise and Lighting:

13. Outdoor music/noise and parties are prohibited after 11:00 PM on weekends and 10:00 PM on weekdays.
14. The period from 11:00 PM to 6:00 AM each day shall be considered as quiet courtesy hours. During this period any activity that generates noise or light that disturbs another Owner, occupant, or guest is prohibited. The provisions of this section do not apply to reasonable snow removal activities. Exterior lighting shall be low-level, soft lighting and should promote dark sky conditions. All exterior lighting is to be off at 11:00 PM.

Common areas:

15. Any and all common parking areas may not be obstructed. Vehicles that park in front of, or block access to, the trash dumpsters for longer than 15 minutes will be towed at the Owner's expense.
16. No decorations or personal items may be kept or displayed in the common areas.

Owners and Occupants:

17. Owners shall not permit or cause to exist upon any Unit, Lot, or Common Area any unsightly or deleterious objects, structures or trailers or disused or abandoned motor vehicles, or injurious or noxious weeds, trash, refuse or garbage. Yards must be maintained year-round.
18. All residents, occupants and guests shall keep the Development clean by placing all household trash in proper receptacles and/or dumpsters. Residents, occupants, and guests are responsible for removal of any other items or trash from the Development, e.g., discarded furniture, water heaters, air-conditioning systems, etc. Owners' trash receptacles, outdoor clotheslines, and television or radio antennas shall not be placed, kept, or stored in plain view of the street or adjacent lots.
19. All residents, occupants and guests must wear appropriate attire for a family establishment when in the common areas, the pool area, on balconies or in all other locations in which such residents, occupants or guests can be seen from outside of their respective Unit or Lot. Appropriate attire shall specifically mean clothing which conceals the person in a manner suitable for a family atmosphere.
20. No parking is permitted within any common areas except as provided for in the parking lot areas and within the striped parking stalls.
21. Owners and guests may not park or store trailers, boats, ATV's, or motor homes in driveways, on-street parking, or within view of the street, except for loading and unloading purposes which shall not exceed 3 nights. Notwithstanding the foregoing, Owners and/or guests may occupy a motor home or camping trailer for up to 3 nights. Long-term use of a motor home or camping trailer as a residence is not permitted.
22. No hunting, shooting of firearms, or other such activities are allowed within Deer Creek Meadows. An exception may be made for varmint control.
23. All fireworks shall be banned throughout the Development, except where authorized for special events by the Board and approved by written consent of the local fire jurisdiction.
24. In order to promote the unimpeded movement of wildlife through and around the Development, no yard boundary fencing is allowed.

25. The speed limit throughout the Project shall be 25 miles per hour.
26. Open fires are permitted in an approved fire pit, unless state fire restrictions state otherwise. All chimneys must have a spark arrest screen system.
27. Businesses creating foot traffic, noise, or business-related waste are not permitted.
28. Disorderly conduct of any kind (as determined in the sole discretion of the management committee of the Association) is strictly prohibited within the development. Disorderly Conduct may include, but is not limited to, the following:
 - (a) Threatening, profane, indecent, coercive or disrespectful actions, gestures, words or language to any property manager (or employees of the same), any contractors or workers, or other residents, occupants or guests of the development.
 - (b) Fighting (verbal or physical) or scuffling.
 - (c) Possession of a weapon in the common areas (including the pool area) unless by an on-duty law enforcement officer or other persons with specific written authority from the management committee of the Association for security purposes.
 - (d) Loitering within the development.
 - (e) Theft or attempt to remove equipment, personal property or other items belonging to some other resident, occupant, guest, the property manager or any other person
 - (f) Damage or vandalism of any kind to the common areas or pool area. Enforcement of this subsection (f) shall include, but shall not necessarily be limited to, the levying of a Special Assessment as provided for in Section 33(o).
 - (g) Failure to obey posted safety rules. Enforcement of this subsection (g) shall include, but shall not necessarily be limited to, to the suspension of voting rights and use of the common area, and pool and clubhouse for a period to be determined by the Board.
 - (h) Committing illegal or criminal acts in violation of state, local, or federal laws or regulations.
 - (i) Actions or activities that inconvenience, or endanger the well being of persons and/or property.

Short Term Rentals:

29. Short term rentals are allowed in the Development but are required to follow Wasatch County Code Chapter 11.08 Short Term Home Rentals, see attached guidelines as of April 28, 2023. In addition, short term rentals are required to follow all Development rules and regulations as contained in this document or other governing documents.

30. Enforcement

(a) In addition to any rights provided for in the Declaration and these Rules and Regulations, the Association shall have the right to collect fees, fines, and other amounts for any services provided or performed, and for all administrative work which is caused by, or performed at the request of, an Owner (including without limitation, (i) attorney fees for collection or enforcement matters, (ii) late fees, penalties and/or returned check fees, and/or (iii) fines for any violation of any terms or provisions of the Bylaws or these Rules and Regulations). Owners understand that the amounts of any such fees, fines, and other amounts are subject to the sole and absolute discretion of the Association.

(b) Any Owner within the Development may send the Board a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation. Owners submitting complaints should provide as much information as is known. Complaints may also be initiated by any member of the Board. The Board shall have the authority, in its sole and absolute discretion, to determine whether a written complaint is justified before taking any action against any Owner.

(c) Upon determination that a complaint against an offending Owner (i.e. the Owner responsible for any violation including a violation by a related resident, guest or invitee) is justified, the Board shall provide the Owner a written warning (the "Warning") that (i) describes the violation; (ii) states the provisions of the Declaration, Bylaws, or these Rules and Regulations that the Owner's conduct violates; (iii) states that the Board may assess fines against the Owner if a continuing violation is not cured or if the Owner commits similar violations within one (1) year after the day on which the Board delivers the Warning or assesses a fine against the Owner; and (iv) if the violation is a continuing violation, states a time of not less than forty-eight (48) hours after the day on which the Board issues the Warning within which to cure the violation. The Board may also, in its sole and absolute discretion, provide a copy of the Warning to any non-Owner violator. The Warning shall be delivered by messenger or sent via electronic or regular U.S. Mail to the last known address or electronic address of the Owner.

(d) The Board may assess a fine against an Owner if (i) within one (1) year after the day on which the Board delivers the Warning, the Owner commits another violation of the same provision identified in the Warning; or (ii) for a continuing violation, the Owner does not cure the violation within the time period stated in the Warning. Any fine notice (or additional fine notice) shall include a statement that an Owner may request a hearing.

(e) After the Board assesses a fine against an Owner, the Board may, without any additional Warning, assess an additional fine against the offending Owner each time the offending Owner: (i) commits a violation of the same provision within one (1) year after the day on which the Board assesses a fine for a violation of the same provision; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses the fine.

(f) Any fine notice (or additional fine notice) shall include a statement that an Owner may request a hearing. If an Owner desires a hearing to challenge or contest any fine assessed or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within thirty (30) days of the date on which the Owner receives notice that the fine is assessed. The request for hearing shall describe the grounds and basis for challenging the fine or the mitigating circumstances. In the event a proper or timely request for hearing is not made as provided herein, the right to a hearing shall be deemed waived.

(g) The Board shall hear and decide cases set for hearing. The Board may appoint a member, officer, or other Owner to act as the Presiding Officer at any of the hearings.

(h) Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose to the Presiding Officer prior to the hearing, if possible, or, if advance notice is not possible, then disclose at the hearing and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear the matter, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

(i) The Board shall inform the Owner of the scheduled time, place and date of the requested hearing by personal delivery, electronic mail or regular U.S. Mail to the Owner's last known address or electronic mail address. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation, to attend the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Warning, the notice of assessment of the fine, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board in accordance with the terms of Title 57 Chapter 8a of the Community Association Act, all hearings shall be open to attendance by all members of the Association. If an Owner, Board or other hearing board member, or any other person involved in the Hearing is unable to attend the Hearing, he or she may instead participate by means of electronic or telephonic communication.

(j) After all testimony and other evidence has been presented to the Board at the hearing, the Board shall render its written findings and decisions within fourteen (14) days

after the hearing. A decision, either for or against the Owner, shall be by a majority vote of the Board members present.

(k) The following fines are guidelines for violation of the provisions of the Declaration or these Rules and Regulations:

First Violation:	Warning Letter
Second Violation:	\$250.00
Subsequent Violations:	\$500.00
Reimbursement cost of rectification, plus \$50.00 for administration costs	

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition the waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration and/or these Rules and Regulations.

(l) All fines shall be due and payable upon notice of the fine and will be late if not paid within thirty (30) days of the date the Owner is notified of the imposition of the fine. An interest charge of 12% per annum shall be invoked, plus a late charge of \$5.00 per month (in addition to any late charges levied on any delinquent assessment installments). All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Utah law, including the Association's right to collect attorney fees. In the event an Owner requests a hearing under this Section, all interest and late fees shall be suspended until after the Board conducts the hearing and the Owner receives the final decision.

(m) An Owner may appeal a fine assessed by the Board in civil court if filed within the time period required pursuant to Utah Code § 57-8a-208(5).

(n) The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, the Declaration, rules and/or resolutions without first following the preceding notice and hearing procedures if the Board determines that such action is in the Association's best interests.

(o) In addition to fines, the Board may levy a Special Assessment to Owners of Individual Lots or Units for those purposes set forth in the Declaration, including but not limited to, reimbursing the Association for costs of maintenance, repair, or replacement caused by an Owner or Occupant.

(p) The rights of an Owner to use the Common Areas may be suspended if the Owner is more than thirty (30) days delinquent in payment of assessments, fines, or other charges and may be suspended if the Owner is in violation of the Declaration, or these Rules and Regulations.

(q) The right of an Owner to vote shall be automatically suspended if the Owner is more than thirty (30) days delinquent in payment of any assessment, fee, or other charge and may be suspended if the Owner is in violation of the Declaration, the Declaration, Articles or these Rules and Regulations.

(r) Failure of the Association to enforce the Declaration, Articles, The Declaration, and/or these Rules and Regulations will not be deemed a waiver of the right to do so for any subsequent violation or of the right to enforce any of the Declaration.

31. The Board shall have the authority and discretion to retain a "Responsible Party" as defined by Section 11.08.03 of the Wasatch County Short Term Home Rental Ordinance. If retained, such Responsible Party shall be available by telephone twenty four hours per day, reside within 30 miles of the Development, and be able and willing to respond to Owners' complaints regarding Non-Owner Occupants or Leases within one hour of the request to remediate public health, safety, or welfare concerns. Any costs associated with retaining a Responsible Party shall be borne by those Owners who are renting to short-term renters.

Chapter 11.08: SHORT TERM HOME RENTALS

11.08.01: TITLE

11.08.02: PURPOSE AND FINDINGS

11.08.03: DEFINITIONS

11.08.04: LICENSE REQUIRED

11.08.05: ELIGIBILITY

11.08.06: APPLICATION

11.08.07: MAINTENANCE

11.08.08: NOISE, NUISANCE AND OCCUPANCY CONTROL

11.08.09: VIOLATIONS AND REVOCATION OF BUSINESS LICENSE

11.08.01: TITLE

This chapter shall be known as the SHORT TERM HOME RENTAL ORDINANCE for Wasatch County.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.02: PURPOSE AND FINDINGS

The Wasatch County council recognizes that there is an economic demand for short term home rentals in Wasatch County due to the beauty of this county and the many recreational opportunities available here. However, the council also recognizes that short term home rentals can substantially impair the quality of life of permanent residents who live near a home that is rented short term. The purpose of this chapter is to require a business license for short term home rentals, and establish a procedure for obtaining and maintaining that license that will minimize the impact on long term residents.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.03: DEFINITIONS

LOCAL RESPONSIBLE PARTY: A person who: a) is available by telephone twenty four (24) hours per day; b) resides within thirty (30) miles of the residence to be rented; and c) is able and willing to respond to the residence within one hour of the county request to remediate a public health, safety or welfare concern or a neighbor complaint.

SHORT TERM:

- A. A term that commences on the first day of a calendar month and ends before the last day of the same calendar month; or
- B. A term that commences on a day other than the first day of a calendar month and ends before the last day of the next calendar month.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.04: LICENSE REQUIRED

A single family residence may be rented for a short-term only after the rental is authorized by a business license obtained under this Chapter. No other residences, buildings, or structures are authorized for short-term rentals under this Chapter.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.05: ELIGIBILITY

Property may be considered for use as a short term rental if the property is located in a zone in which short term rentals are a permitted or conditional use and one of the two (2) following apply: a) short term rentals are specifically allowed in any CC&Rs which apply to the property or b) the property is located within a development for which a development agreement allowing short term rentals either exists, or will be amended by the HOA to allow short term rentals or will enter into a new development agreement, approved by the HOA and county allowing short term rentals.

If the property is not in a zone that allows short term rentals, is not part of a development with an HOA and is not subject to a development agreement short term rentals may be allowed if the applicant enters into a short term rental agreement stipulating conditions such as: occupancy numbers, parking requirements, noise regulation and any other regulations to control possible negative impacts as determined by the county.

Notwithstanding the above regulations short term rentals are not allowed in the RA-1 zone unless the property is a minimum of five (5) acres and a short term rental agreement, stipulating the above criteria, is approved by the county or the short term rental is located in one of the following subdivisions which were approved as recreational/seasonal developments: Interlaken, Swiss Mountain Estates and Oak Haven and if the CC&Rs allow for short term rentals or are amended to allow for short term rentals and a short term rental agreement is entered into.

HISTORY

Adopted by Ord. 12-04 on 1/18/2012

11.08.06: APPLICATION

The Wasatch County clerk shall prepare a form to be used as an application to obtain a short term home rental business license. The clerk shall require sufficient information to protect the county interests in regulating the business. The clerk shall further require that the application be reviewed and approved by the following Wasatch County departments before the clerk may issue the business license: building, clerk, fire, health, manager, planning and zoning, and sheriff. The clerk should, but is not required to, inform the applicant that each of these departments may charge a separate fee for their services in reviewing the application. The application shall, among other appropriate requirements, contain the following:

- A. The address, lot or parcel number (if applicable), and Wasatch County tax identification number of the property to be rented;
- B. The identity of the owner of the property and, if the owner is a corporation or other business entity, appropriate state license numbers;
- C. A Utah sales or transient room tax number;
- D. The name, phone numbers and address of any property management company that will manage the property, and a statement from the county manager approving the property management company; pursuant to criteria adopted by the county manager to ensure a company's ability to comply with the provision of this chapter;
- E. The name, phone numbers and address of a local responsible party, which may be an employee of the property management company identified in subsection D of this section;
- F. A statement setting forth: 1) the total occupancy approved by the fire district for overnight use; 2) the total occupancy approved by the fire district for day use; 3) the number of vehicles approved

by planning that may park off street within the residential property and a pledge to prohibit the renter or their guests from parking on a street or road.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.07: MAINTENANCE

The property to be rented under this chapter shall be maintained in a manner such that it shall not be apparent that it is a rental property, and in a manner that complies with county code as well as any applicable CC&Rs or homeowners' association rules or guidelines. In addition, the rental property shall be maintained at a level that meets or exceeds that level of maintenance demonstrated by the immediately surrounding neighborhood. Failure to maintain the property as required by this section constitutes a basis to revoke a business license. Minimum maintenance also includes:

- A. Snow removal allowing safe access to the residence;
- B. Summer yard maintenance, including landscaping, weed control and irrigation;
- C. Structural maintenance to preserve building code compliance and pleasant appearance;
- D. Routine upkeep, including deep cleaning, painting and repair;
- E. Trash collection which ensures that trash cans are not left at the curb for any period in excess of twenty four (24) hours;
- F. Housekeeping services as part of a hotel or property management service;
- G. Space for off street parking consistent with the statement set forth in satisfaction of the requirement of subsection [11.08.06F](#) of this chapter;
- H. The absence of signs or other indications that the property is available to rent.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.08: NOISE, NUISANCE AND OCCUPANCY CONTROL

- A. The owner of the property and the local responsible party are each individually responsible to regulate the occupancy of the property, the activities conducted on the property, and the noise created by the renters.
- B. Noise levels may not exceed sixty (60) decibels during the hours of six o'clock (6:00) A.M. to nine o'clock (9:00) P.M. Noise levels may not exceed fifty five (55) decibels during the hours of nine o'clock (9:00) P.M. to six o'clock (6:00) A.M.
- C. Occupancy loads may not exceed the limits allowed on the business license.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008

11.08.09: VIOLATIONS AND REVOCATION OF BUSINESS LICENSE

- A. Any violation of the provisions of this chapter is a class C misdemeanor.
- B. Each day a violation continues or persists is a separate offense.
- C. Any property at which three (3) or more violations of this chapter has occurred may have the business license for such property revoked.

- D. Any failure to maintain a condition of licensure constitutes a basis to revoke a business license. Also, illegal conduct by renters while on the property, failure to use off street parking, excessive noise, or other conduct on the property which constitutes a public or private nuisance, is a violation of the business license regardless of the owner's knowledge thereof and constitutes a basis to revoke a business license.

HISTORY

Adopted by Ord. [08-11](#) on 10/6/2008