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Edwin C. Barnes
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By CLYDE SNOW & SESSIONS
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AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
HSR RESIDENTIAL SUBDIVISIONS
AT HIGH STAR RANCH

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HSR RESIDENTIAL SUBDIVISIONS AT HIGH
STAR RANCH (this "Declaration") is made and executed by TRI STAR 2005, L.L.C., a Utah
limited liability company ("Declarant"), for itself, its successors, grantees and assigns.

RECITALS

A. Declarant submitted certain real property in Summit County, Utah, to the original Declaration of Covenants, Conditions and Restrictions for North Meadow Subdivision at High Star Ranch, recorded on December 19, 2012, as Entry No. 959502, in Book 2161, at Page 1956, in the Official Records of Summit County, Utah (the "Original Declaration") and which property is more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Original North Meadow Property").

B. Declarant is continuing the development of a planned unit development known as the High Star Ranch (the "Project"), which Project includes the Original North Meadow Property and is shown on the Master Plat attached hereto as Exhibit "B" and made a part hereof by this reference, and which Project is subject to the Master Declaration (as said term is hereinafter defined). Reference is made to the Master Declaration for any defined term used in this Declaration and not otherwise defined herein.

C. The Project includes a mixture of mixed-use commercial and residential condominium projects, a hotel complex, a commercial events center and related facilities, commercial buildings containing retail or service businesses, an equestrian campus and related facilities, residential lot subdivisions with single-family lots, townhomes and cabins, recreational and agricultural land, and dedicated recreational facilities. The Project also contains private roadways, easements, open space, trails and other amenities that constitute Common Elements of the Project, all of which are subject to the Master Declaration.

D. The original plat for North Meadow Phase 1, amending High Star Master Plat, Lot 1, was recorded on July 13, 2012, as Entry No. 949211 in the Official Records of Summit County, Utah. The plat for North Meadow Phase 1 Amended was recorded on February 9, 2018,

as Entry No. 01086324 in the Official Records of Summit County, Utah, a copy of which is attached hereto as Exhibit "C"). The original plat for North Meadow Phase 2 was recorded on August 16, 2017, as Entry No. 01075563. The plat for North Meadow Phase 2 Amended was recorded on February 9, 2018, as Entry No. 01086292 in the Official Records of Summit, County, Utah, a copy of which is attached hereto as Exhibit "D").

E. Declarant is the sole owner of certain additional real property in Summit County, Utah, that Declarant desires to develop as residential lot subdivisions and subject to this Declaration. Such property is located within those parcels more particularly described in Exhibit "E" attached hereto and made a part hereof by this reference (the "Additional Residential Property"). The Original North Meadow Property and the Additional Residential Property are collectively referred to as "HSR Residential Subdivisions," all of which are subject to this Declaration. The HSR Residential Subdivisions contain Residential Lots and do not contain any condominium units that are governed by the Utah Condominium Ownership Act.

F. Declarant has created the High Star Ranch Master Association, Inc. (together with its successors and assigns, the "Master Association"), to which Declarant has, or in due course will, delegate and assign the powers of owning, maintaining and administering the Common Elements of the HSR Residential Subdivisions, including the private roads designated as Common Area and the areas designated Common Open Space on the plats attached as Exhibits "B," "C" and "D" hereto.

G. Declarant has created and may also create and record individual declarations of covenants, conditions and restrictions covering the projects and residential subdivisions in the Project, including this Declaration, pursuant to each of which Declarant will create neighborhood associations, which neighborhood associations will maintain certain improvements within the boundaries thereof, provide for the management and operation of the neighborhood association, levy and collect assessments, including assessments of the Master Association allocated to the neighborhood associations pursuant to the Master Declaration, and administer and enforce the terms of the neighborhood declarations. The HSR Residential Subdivisions shall be deemed to be a Neighborhood as set forth in the Master Declaration.

H. Declarant desires to amend and restate the Original Declaration, and hereby amends, restates and supersedes the Original Declaration pursuant to the provisions of Section 10.6 of the Original Declaration.

NOW, THEREFORE, for such purposes, Declarant hereby makes this Declaration, and which, pursuant to the provisions of the laws of the State of Utah, shall be enforceable equitable servitudes and shall run with the land:

ARTICLE 1.

PRELIMINARY

1.1 Incorporation. The foregoing Recitals are hereby incorporated herein by reference.

1.2 Densities and Entitlements. The development of the Project, including the HSR Residential Subdivisions, is a subject of that certain Annexation and Development Agreement dated August 22, 2008 between the Declarant and the Kamas City Municipal Corporation and recorded as Entry No. 909747 at Book 1947, Page 853 in the Official Records of the Recorder of Summit County, Utah, as amended by First Amendment to Annexation and Development Agreement dated August 3, 2010 and recorded as Entry No. 909747 at Book 1947, Page 853, aforesaid records, as further amended by Second Amendment to Annexation and Development Agreement dated June 5, 2012 and recorded as Entry No. 949207 at Book 2136, Page 1945, aforesaid records, as further amended and restated by that First Amended and Restated Annexation and Development Agreement dated as of March 30, 2017, and recorded as Entry No. 01067096, at Book 2404, Page 1149, aforesaid records (collectively, the "Development Agreement"). Declarant has and reserves the right to develop the HSR Residential Subdivisions to include all permitted and conditional uses set forth in Development Agreement applicable to the HSR Residential Subdivisions. The Declarant reserves the right to change the use of any portion of the HSR Residential Subdivisions to any use permitted under the Development Agreement and or the City Ordinance.

1.3 Formation of HSR Residential Neighborhood Association. The HSR Residential Neighborhood Association (the "Association") is hereby established for all of the purposes thereof under this Declaration, as contemplated in the Master Declaration. The Association is the successor to the HSR North Meadow Neighborhood Association. The Members of the Association shall be the Owners of the Residential Lots, and single-family Residences excepting Cabins located in the Village Commercial Parcel (as those terms are hereinafter defined). The Association shall be deemed to be a Neighborhood Association as set forth in the Master Declaration. The Association is not a cooperative under Utah law.

1.4 Dedication. In order to further the general purposes stated above, Declarant hereby declares that all of the HSR Residential Subdivisions shall at all times be owned, held, sold, conveyed, occupied, used, and enjoyed subject to the Development Agreement, the Master Declaration and the provisions of this Declaration, and to the covenants, conditions, restrictions, equitable servitudes, reservations, easements, assessments, charges, and liens provided, referred to or incorporated herein, all of which shall run with the HSR Residential Subdivisions property, and all of which shall burden, benefit, and be binding upon Declarant, all other persons or entities having any right, title or interest in the HSR Residential Subdivisions, or any portion thereof, and their respective successors, assigns, heirs, devisees and personal representatives.

1.5 Right to Develop. The foregoing notwithstanding, no provision of this Declaration is intended or shall be construed to prevent or limit Declarant's rights to develop the Project, including the HSR Residential Subdivisions, and to exercise the rights reserved by Declarant as hereinafter provided.

ARTICLE 2.

DEFINITIONS

All defined terms used but not defined in this Declaration shall have the meanings ascribed to them in the Master Declaration. Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

"Architectural Review Committee" or "ARC" shall mean the Architectural Review Committee for the Project created pursuant to Article 6 of the Master Declaration.

"Articles" shall mean the Articles of Incorporation of the Association, as such Articles may be amended from time to time.

"Assessment Percentage" shall have the meaning set forth in Section 3.14 (a) hereof.

"Association" means the HSR Residential Neighborhood Association and its successors and assigns, the members of which are Residential Lot Owners, and which represents such Owners within the Master Association through its membership in the Master Association.

"Board" shall mean the Board of Trustees of the Association, elected in accordance with the Articles and Bylaws of the Association.

"Bylaws" shall mean the Bylaws of the Association, as such bylaws may be amended from time to time.

"Capital Improvement Assessment" shall mean the charge against each Owner and the Owner's Residential Lot, representing the portion of the costs to be paid by the person receiving the assessment from the Association for the installation, construction or reconstruction of any capital improvement on any portion of the Common Elements on the HSR Residential Subdivisions which the Association may from time to time authorize.

"Change in Control Date" shall mean when all residential lots, townhomes, cabins, and commercial lots have been sold. Declarant at Declarant's option may change the control date at any time.

"City" shall mean the Kamas City Municipal Corporation.

"City Ordinance" shall mean the Planning and Zoning Ordinance of the City.

"Common Assessment" shall mean the charge against each Owner and the Owner's Residential Lot, representing the portion of the Common Expenses which is to be paid by such Owner or other obligor to the Association.

"Common Elements" shall mean all the real property, improvements, facilities and equipment located on the HSR Residential Subdivisions and owned and/or managed by the

Association, or owned by another person subject to a lease, license, easement or other arrangement in favor of the Association. Except to the extent owned or delegated to the use by the Master Association and not delegated by the Master Association to the Association for management, the Common Elements include, without limitation, roads, road shoulders and appurtenances, walkways, paths, and bicycle trails, street lights, signs, monument signs, recreational areas, open space areas, landscaping and landscaping improvements, basins, bridges, retaining walls, snow storage areas, drainage devices, swales, storm water conveyance facilities, and detention basins. The Common Elements are within the HSR Residential Subdivisions and will be specified on the Plat and in supplemental declarations or in other separately recorded documents identifying Common Elements or specifying an interest of the Association with respect to a portion of the HSR Residential Subdivisions. Except to the extent owned by the Master Association and not delegated to the HSR Residential Neighborhood Association for management, Common Elements may also include any CATV, satellite or other communications systems or any security system operated by the Association for the benefit of Owners.

"Common Expenses" shall mean the expenses (including allocations for Reserves) incurred or assessed by the Association in fulfilling its duties.

"CAA" shall mean the Utah Community Association Act, UCA §§ 57-8a-101 *et seq.*, as amended from time to time.

"CPI" shall mean the Revised Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, U.S. City Average for Urban Wage Earners and Clerical Workers, All Items, 1984 = 100, or if such index no longer exists, a comparable index designated by the Association published by the Bureau of Labor Statistics or other agency of the U.S. Government.

"CPI Adjustment" shall mean for any calendar year a fraction, the numerator of which shall be the CPI for January of such calendar year (the "base month") and the denominator of which shall be the CPI for the month of January for the calendar year immediately preceding such base month.

"Declarant" shall mean Tri Star 2005, L.L.C., a Utah limited liability company, and its successors and assigns to whom Tri Star 2005, LLC, assigns, in whole or in part, the rights of Declarant hereunder by an express written assignment. Declarant may convey all or a portion of the HSR Residential Subdivisions for purposes of development with or without assigning its rights as Declarant under this Declaration.

"Declarant Control Period" shall mean the period commencing on the date on which the Association is formed and ending on the Change of Control Date.

"Design Guidelines" shall mean the Residential Architectural and Site Design Guidelines for High Star Ranch, adopted by the Master Association in accordance with its bylaws and the Master Declaration, as amended from time to time.

“Final Approval” shall mean the execution and recording with the Summit County Recorder of a Plat for the subdivision of the HSR Residential Subdivisions.

“Guest” shall mean any family member, tenant or invitee of an Owner, or any family member, tenant or guest of such a person or of the Association.

“HSR Residential Rules” shall mean the rules and regulations for the Owners of Lots located in the HSR Residential Subdivisions as may be adopted by the Board in accordance with the Bylaws, as amended from time to time.

“Improvements” shall mean all structures and appurtenances thereto of every type and kind within the HSR Residential Subdivisions, including, without limitation, buildings, out buildings, walkways, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, ponds, flag poles, antennae and related fixtures and equipment.

“Master Declaration” shall mean that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for High Star Ranch, a Planned Unit Development, recorded on October 2, 2018, as Entry No. 01099329, in the Official Records of Summit County, Utah.

“Master Plat” shall mean the High Star Ranch Master Plat Amended recorded on February 16, 2018, as Entry No. 01086681 in the Official Records of the Recorder of Summit County, Utah, a reduced copy of which is attached hereto as Exhibit “B” for identification, as the same may be amended from time to time. The Master Plat is attached for general reference purposes only and is not intended to set forth the final approved configuration of all elements of the Project.

“Maximum Capital Improvement Assessment” shall mean the amount calculated pursuant to Section 3.7 (d) of this Declaration.

“Member” shall mean the Owner of any Residential Lot, and the Declarant during the Declarant Control Period, holding a membership in the Association.

“Mortgage” shall mean any mortgage or deed of trust or other conveyance of a Residential Lot given to secure the performance of an obligation, and which will be void and reconveyed upon the completion of such performance. The term “deed of trust” or “trust deed” when used herein shall be synonymous with the term “Mortgage.”

“Mortgagee” shall mean a person to whom a Mortgage is made and shall include the beneficiary of a deed of trust. The term “first Mortgagee” shall include any Mortgagee who, by virtue of the Owner's Mortgage, holds a first and prior lien upon any Residential Lot superior to the lien of any other Mortgagee.

“Mortgagor” shall mean a person who mortgages the Owner's Residential Lot to another (i.e., the maker of a Mortgage), and shall include the trustor of a deed of trust.

"Neighborhood Parks" shall mean those park areas, if any, located on the HSR Residential Subdivisions; provided, however, the exact location and size of the Neighborhood Parks shall not be determined until such time as the same are they are actually constructed pursuant to the Development Agreement or a Plat which contains such Neighborhood Parks.

"Open Space Area" shall mean a portion of the HSR Residential Subdivisions, if any, that is the subject of a Use Restriction. Open Space Areas are specifically identified on recorded Plats, including the Master Plat, or recorded Use Restrictions.

"Owner" shall mean the person or entity, including Declarant, holding title of record to any Residential Lot, including sellers under executory contracts of sale, but excluding those persons having such interest merely as security for the performance of an obligation.

"Plans and Specifications" shall mean plans and specifications to be submitted to the Design Review Committee, as provided in Master Declaration.

"Plat" shall mean a recorded subdivision plat covering Lots in the HSR Residential Subdivisions.

"Residential Lot" shall mean any residential or multi-family lot, or plat created by the recording of a Plat within a residential subdivision within the Project.

"Residential Subdivision" shall mean any residential or multi-family lots, or plats created by the recording of a Plat for a residential subdivision within the Project.

"Reserve Expenses" shall mean the amount spent by the Association in any fiscal year for the repair or replacement of the Common Elements.

"Reserves" shall mean those reserves anticipated in Section 3.7 (a) (ii) below.

"Special Assessment" shall mean the charge against each Owner and the Owner's particular Residential Lot, representing the portion of the costs to be paid by the Owner or other obligor to the Association for unbudgeted expenses or expenses in excess of those budgeted.

"Specific Assessment" shall mean the charge against a particular Owner and the Owner's Residential Lot, directly attributable to the Owner, equal to (i) the charge to such Owner for particular items, services, or benefits provided by the Association at such Owner's request, or (ii) the costs incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon and fees (including attorney's fees) and costs.

"Trail" shall mean an equestrian, bicycle, or hiking trail, if any, situated on the Project or within HSR Residential Subdivisions or neighborhoods and as permitted under the Development Agreement; provided, however, the exact location of any trails not shown as a platted easement on the Master Plat shall not be determined until the same are constructed.

ARTICLE 3.

MASTER ASSOCIATION AND ASSOCIATION

3.1 Relationship of Master Association and Association. The High Star Ranch Master Association is the Master Association for the Project and shall do such things as are within its powers and as may reasonably be required to operate and maintain the Project and its Common Elements as an attractive and desirable mixed-use community. The Members of the Master Association shall be Declarant, the Owners of Lots, and the Neighborhood Associations, including the Association. The members of the Association shall be Declarant and the Owners of the Residential Lots. The duties and powers of the Master Association shall relate to the Project as a whole, while the duties and powers of the Association shall relate only to the HSR Residential Subdivisions. This Declaration is subordinate to the Master Declaration, and the HSR Residential Subdivisions and all Residential Lots located therein are subject to the terms and conditions thereof, which terms and conditions are hereby incorporated herein by reference to the extent applicable to the HSR Residential Subdivisions. In no event shall the Association have any authority to contradict or amend the terms of the Master Declaration. Declarant intends to delegate and assign certain powers of operating, maintaining and administering certain of the Common Elements located on the HSR Residential Subdivisions, and the duties of administering and enforcing this Declaration, and of imposing, collecting and disbursing the assessments and charges hereinafter created, including assessments and charges to be paid by the Association, to the Master Association.

3.2 Duties and Powers of the Association. The Association, acting through the Board, shall have the powers and duties provided in its Articles and Bylaws, and such additional powers as shall be reasonable and necessary for the Association to accomplish the purposes of this Declaration. A copy of the Association's Bylaws are attached hereto as Exhibit "F."

3.3 Membership in the Associations.

(a) Membership in Master Association. The Association shall be a "Class B Member of the Master Association." No individual Owner of a Residential Lot shall be a "Member of the Master Association."

(b) Membership in Association. Each Owner of a Residential Lot shall be a Class A Member of the Association. The Class A membership of an Owner of a Residential Lot shall not be assignable, except to the successor-in-interest of the Owner in and to such Residential Lot, and every Class A membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Residential Lot. Ownership of a Residential Lot shall be the sole qualification for Class A membership in the Association. The Declarant shall be a Class B Member of the Association until the expiration of the Declarant Control Period, and upon such expiration, Declarant shall be deemed a Class A Member of the Association as to any Residential Lots owned by Declarant at that time.

(c) Transfer of Class A Membership. The Class A membership held by any Owner of a Residential Lot shall not be transferred, pledged, or alienated in any way, except

upon the sale of the Residential Lot giving rise to such membership, and then only to the purchaser of such Residential Lot. Any attempt to otherwise transfer a Class A Membership shall be null and void, and will not be reflected upon the books and records of the Association. In the event an Owner of a Residential Lot shall fail or refuse to transfer the Class A membership registered in the Owner's name to the purchaser of the Owner's Residential Lot upon transfer of fee title thereto, the Board shall have the right to record the transfer upon the books of the Association. The Board shall have the right to charge a reasonable Specific Assessment against any Owner, and the Owner's Residential Lot, equal to the cost to the Association of effectuating any such transfer of the Owner's Class A membership and registering such transfer upon the books of the Association.

3.4 Voting Classes. The two (2) classes of membership in the Association shall be entitled to the following voting rights:

(a) Class A. Every Class A Member shall be entitled to a percentage vote equal to the Assessment Percentage with respect to its Residential Lot. When more than one (1) Person owns any Residential Lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one (1) such co-owner shall be entitled to exercise the vote to which the Residential Lot is entitled. Such co-owners may from time to time all designate in writing one (1) such co-owner to vote. Where no voting co-owner is designated or if such designation has been revoked, the votes for such Residential Lot shall be exercised as the majority of the co-owners of the Residential Lot mutually agree. Unless the Board receives a written objection from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of the Owner's co-owners. No votes shall be cast for any Residential Lot where the majority of the owners present in person or by proxy and representing such Residential Lot cannot agree to such vote or other action when such vote or other action is taken. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns. The voting and non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Residential Lot. Such voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and Bylaws.

(b) Class B. Declarant shall be a Class B Member of the Association and shall be entitled to a vote in the amount of three (3) times the Assessment Percentage for each of the platted and unplatted Residential Lots in the HSR Residential Subdivisions owned by the Declarant until the expiration of the Declarant Control Period. Upon the expiration of the Declarant Control Period, Declarant shall be deemed to be a Class A Member as to any Residential Lots owned by it at such time.

3.5 Voting. Unless a greater than simple majority of the membership is specified as being required in the Articles or unless any decision is specified in the Bylaws or this Declaration as requiring the approvals of a particular class of Members, any provision requiring the vote or approval of the Members shall require the approval of a simple majority of all Member votes present in person or by proxy at a meeting of the Members at which a quorum is present. In the event any provision of this Declaration or the Articles or Bylaws require the

approval of a particular class of membership of the Association, such approval shall be deemed to be majority of all votes of the class present in person or by proxy at a meeting of the Members at which a quorum of the class is present.

3.6 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action by the Members shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast fifty-one percent (51%) of all votes of the Association (or all votes of a particular class of membership, if applicable) eligible to be cast at such meeting shall constitute a quorum as to all Members (or that class of membership). If the required quorum is not present at such first meeting, another meeting may be called by giving not less than ten (10) days' notice in advance of the meeting, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of the voting power of the entire membership or membership class in question. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

3.7 Assessments. The Association shall have the right to levy and collect Common Assessments, Specific Assessments, Special Assessments and Capital Improvement Assessments, as provided in this Section.

(a) Purpose of Common Assessments. The Common Assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation and welfare of the Members, to meet any obligations imposed on, incurred or assumed by the Association, to cover costs, including overhead and administrative costs, for the operation of the Association, and the operation, management, maintenance, repair, and replacement of the Common Elements, to pay all assessments payable by the Association to the Master Association pursuant to the Master Declaration, and to establish impound accounts as may be required by any governmental entity. The Common Assessments may also be used to establish adequate Reserves for maintenance, repair, and replacement of the Common Elements under the ownership and/or control of the Association. Common Assessments shall be levied against each Residential Lot and the Owner thereof, and shall be payable in such manner and at such times, including monthly or quarterly installments, as the Board may determine. Declarant may, in lieu of payment of Common Assessments, enter into a Subsidy Agreement in the form attached hereto as Exhibit "G".

(i) Basis of Common Assessments. The total Common Assessments shall be based upon advance estimates of cash requirements by the Association to provide for payment of all estimated expenses growing out of or connected with the operation of the Association and the operation, management, maintenance and repair of the Common Elements, which estimates may include, among other things, expenses of snow removal, taxes, special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, repairs and maintenance, wages for Association employees, compensation of a manager, legal and accounting fees, the creation of reasonable Reserves, surplus and/or sinking funds for the replacement of capital items and other purposes, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Members. Common Assessments shall be made on a calendar year basis. The amount of the

Common Assessments shall be initially proposed by the Board and presented to a meeting of the Members for approval. Notice of the proposed Common Assessment for the ensuing year shall accompany the notice of the meeting, and shall be mailed to each Member not later than thirty (30) days prior to the date set for such meeting. Such notice shall also set forth the estimated Assessment Percentage of each Member for the calendar year covered by said assessments, determined as provided in this Declaration. Common Assessments representing particular cost items may, but shall not be required to, be allocated to a particular Residential Lot or Residential Lots, depending on the extent of benefit received by the particular Residential Lot or Residential Lots in question (as determined by the Board in the exercise of its discretion); therefore, Common Assessments may not necessarily be the same for all Residential Lots; and

(ii) Reserves. Common Assessments may include reasonable amounts, as determined by the Board, collected as Reserves for the future periodic maintenance, repair and replacement of all or a portion of the Common Elements, or for any other purpose as determined by the Board, based upon the Reserve study analysis and budget requirements of UCA § 57-8a-211. All amounts collected as Reserves, whether pursuant to this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected. Such amounts shall be segregated from and not commingled with any other funds of the Association. Such Reserves shall be deemed a contribution to the capital account of the Association by the Members. Capital Improvement Assessments collected by the Association shall be added to the Reserves.

(b) Purpose of Specific Assessments. Specific Assessments levied by the Association shall be levied against a particular Residential Lot and the Owner thereof to cover costs, including overhead and administrative costs, for:

(i) Providing particular services, items, or benefits to a Residential Lot at the request of the Owner pursuant to a list of special services which the Board may authorize from time to time including, without limitation, snow removal, landscape maintenance, and handyman services. Specific Assessments for such purposes may be levied in advance of providing such special services;

(ii) Enforcing any provision of the Articles, the Bylaws, this Declaration, and the HSR Residential Rules, or of bringing any Residential Lot into compliance with all requirements thereof; and

(iii) Maintenance, repairs, or replacements of any portion of the Common Elements arising out of or caused by the willful or negligent act or omission of a Member or such Member's Guest.

(c) Purpose of Special Assessments. Special Assessments shall be levied from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise provided in the Articles, the Bylaws, or this Declaration, a Special Assessment shall require the affirmative vote or written consent of a majority of Members. Special Assessments shall be levied against all Residential Lots, and shall be payable in such manner and at such times, including installments over time, as the Board may determine.

(d) Purpose of Capital Improvement Assessments. A Capital Improvement Assessment may be levied from time to time for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, and replacement of a capital improvement of or upon the Common Elements, including fixtures and personal property related thereto; provided, however, that any such assessment in excess of One Hundred Thousand Dollars (\$100,000) (the "Maximum Capital Improvement Assessment") shall require the affirmative vote or written consent of a majority of Members. Capital Improvement Assessments shall be levied against all Residential Lots and the Owners thereof, and shall be payable in such manner and at such times, including installments over time, as the Board may determine. Notwithstanding anything to the contrary set forth above, the amount of the Maximum Capital Improvement Assessment shall automatically be adjusted each calendar year by the CPI Adjustment. The limitation Maximum Capital Improvement Assessment set forth herein shall not apply to any Capital Improvement Assessment made by the Master Association under the Master Declaration.

3.8 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Common Assessments, Specific Assessments, Special Assessments, and Capital Improvement Assessments levied as provided herein, and each such assessment together with interest, costs and reasonable attorneys' fees for the collection thereof, shall be a charge on the Residential Lot, and shall be a continuing lien upon the Residential Lot against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Residential Lot at the time when the assessment fell due.

3.9 Adjustment of Assessments. In the event that a Plat is recorded or amended, the Board shall have the power to make equitable and reasonable adjustments in the amounts of assessments (or installments thereof) so as to take into account: (i) any increases in assessments payable to the Association resulting from the inclusion of new Residential Lots; (ii) any increases in Common Expenses resulting from the inclusion of new Residential Lots; and/or (iii) any consolidation of Residential Lots and transfers of development rights.

3.10 No Offsets. All assessments shall be payable in the amount specified in the assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that (i) the Association or the Master Association is not properly exercising its duties and powers as provided in this Declaration or the Master Declaration, or (ii) an Owner has made or elects to make no use of the Common Elements.

3.11 Homestead Waiver. Each Owner, to the extent permitted by law, does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now or hereafter in effect.

3.12 Emergency Increases in Common Assessments. The Board may increase Common Assessments in an "emergency situation", which is defined as any one of the following: (i) an extraordinary expenditure or the increase of an impound account balance

required by order of court or any governmental entity with jurisdiction over any portion of the HSR Residential Subdivisions; (ii) an extraordinary expenditure necessary to operate, repair or maintain the Common Elements or any other property for which the Association is responsible where a threat to personal safety on the Common Elements or on such other property is discovered, or where the expenditure is required as a condition to the confirmation of insurance on any portion of the HSR Residential Subdivisions, or is required by a governmental entity or an agreement with a governmental entity (including, without limitation, the operation and maintenance of traffic controls and gates); and (iii) an extraordinary expenditure necessary to replace, repair or maintain the Common Elements or any other property for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing its budget (however, prior to the imposition and collection of an assessment under this Subsection (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the notice of the assessment).

3.13 Multiple Assessments Levied Against Residential Lots Resulting from Merger or Combination. Whenever two or more adjacent Residential Lots are combined or divided by the developer under the terms of the Development Agreement, then the resulting combined or divided new Residential Lots shall be considered a single Residential Lot for all purposes including voting and assessments, and shall be assessed as a single Residential Lot and shall have one (1) Class A Membership appurtenant to the combined Residential Lot. In the event two or more residential lots are combined by the lot Owner, then the resulting combined new Residential Lot shall be considered a single Residential Lot for all purposes except voting and assessments, and shall be assessed at the assessment Percentage for all of the combined Residential Lots and shall have the number of Class A Memberships equal to the number of the Residential Lots that were combined into the single new Residential Lot. Lot owners are prohibited from subdividing any Residential Lot.

3.14 Assessment Percentage. Subject to the provisions of Section 3.7 (a) regarding the Developer's Subsidy Agreement, all Common Assessments, Special Assessments and Capital Improvement Assessments of the Association payable during a calendar year shall be prorated among the Residential Lots (the "Assessment Percentage") on the following basis:

(a) The initial Assessment Percentage for a Residential Lot, as described in the Original Declaration, is shown on Exhibit "H" attached hereto. The Assessment Percentage may be amended by the Board from time to time without also amending Exhibit H or this Declaration.

(b) The Board may deduct from the total of Common Assessments the amount of costs reasonably allocable to particular Residential Lots based on the extent of benefit of those Residential Lots.

(c) Each Owner shall be obligated to pay that portion of each assessment determined by multiplying the total assessment by the Assessment Percentage of such Owner, plus an equitable percentage of the particular items of benefit to such Owner's Residential Lot.

3.15 Date of Commencement of Assessments. Common Assessments and other assessments shall commence as to all Residential Lots as and when assessments commence pursuant to the Master Declaration.

3.16 Report to Members. The Board shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for each calendar year, and shall cause to be distributed a copy of each such statement to each Member. The Board shall prepare and distribute to the membership of the Association at the time of delivery of notice of each proposed Common Assessment pursuant to Article 3.7 a written, itemized estimate of the expenses to be incurred by the Association during such year in performing its functions under this Declaration, less any expected income and accounting for any surplus from the prior year's assessments.

3.17 Excess Funds. At the end of any calendar year of the Association, the Board may determine that all excess funds of the Association over and above the amounts used for any purpose may be returned to the Members proportionately, or may be retained by the Association and used for Reserves, to supplement any required impound account, or to reduce the following year's Common Assessments.

3.18 Effect of Non-payment of Assessments; Remedies of the Association. Any installment of a Common Assessment, Specific Assessment, Special Assessment or Capital Improvement Assessment not paid within thirty (30) days after the due date shall bear interest from the due date of such installment to the date paid at the rate of eighteen percent (18%) per annum. If any installment of an assessment is not paid within thirty (30) days after it is due, the Owner responsible therefor may be required further by the Board to pay a late charge of Five Hundred Dollars (\$500.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater. The Association may bring an action at law and/or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the Residential Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or by abandonment of the Owner's Residential Lot.

(a) Notice of Default. No action shall be brought to enforce any assessment lien herein unless at least thirty (30) days has expired following the date a notice of default is deposited in the United States mail, postage prepaid, to the Owner and a copy thereof been recorded by the Association in the Official Records of the Summit County Recorder. Such notice of default must recite a good and sufficient legal description of the Residential Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid assessment at eighteen percent (18%) per annum, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by such lien), and the name and address of the claimant. Such notice shall be signed by an officer of the Association and acknowledged, and such lien shall be prior to any declaration of homestead recorded after the date on which this Declaration is recorded. Such lien shall continue until fully paid or otherwise satisfied.

(b) Foreclosure Sale; Appointment of Trustee. Any sale provided for above may be conducted by the Board, its attorneys or other persons authorized by the Board in

accordance with the provisions of the Utah Code Annotated, as amended ("UCA"), applicable to the exercise of powers of sale in deeds of trust, by foreclosure as a mortgage, or in any other manner permitted by law. The Association, through duly authorized agents, shall have the power to bid on the Residential Lot at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The Declarant hereby appoints First American Title Company as trustee, or its successor as appointed by the Board, and conveys and warrants pursuant to UCA §§ 57-1-20 and 57-8a-302 to First American Title Company, with power of sale, the HSR Residential Subdivisions and all improvements to the HSR Residential Subdivisions for the purpose of securing the payment of assessments under the terms of this Declaration.

(c) Curing of Default. Upon the timely curing of any default for which a notice was filed by the Association, the officers of the Association shall record an appropriate release of lien, upon payment by the defaulting Owner of a fee, to cover the cost of preparing and recording such release, to be determined by the Association.

(d) Certificate as to Indebtedness. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the lien upon any Residential Lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith.

(e) Cumulative Remedies. The assessment liens and the rights of foreclosure and sale hereunder shall be in addition to, and not in substitution of, all other rights and remedies which the Association and its assigns may have hereunder, at law or in equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

ARTICLE 4.

ASSOCIATION EASEMENT

Declarant hereby grants to the Association, its licensees, invitees, lessees, successors and assigns, a non-exclusive, perpetual easement on, over, upon, across, above, under and through the HSR Residential Subdivisions and each portion thereof to (i) exercise any right held by the Association under this Declaration or any other association documents, and (ii) perform any obligation imposed upon the Association by this Declaration or any other association documents. Notwithstanding the foregoing, the Association shall not enter upon any Residential Lot without reasonable prior notice of the Owner of the Residential Lot, except the Association shall have the right to enter any Residential Lot without prior notice to abate a nuisance or in the event of an emergency as determined by the Board in its sole discretion.

ARTICLE 5.

DUTIES OF ASSOCIATION

5.1 Operation and Maintenance of Common Elements. The Association shall be responsible for the performance of the following:

(a) the implementation of this Declaration, including levying and collecting Common Assessments, Specific Assessments, Special Assessments and Capital Improvement Assessments, and including promulgating and enforcing the HSR Residential Rules;

(b) to the extent, and only to the extent, that the Master Association delegates responsibility therefor to the Association by written notice, and effective as of the date specified in such notice, the operation, management, regulation, maintenance, repair and replacement of all private roads located on the HSR Residential Subdivisions and any common portions of driveways serving two (2) or more Residential Lots and associated and adjacent Improvements on such Residential Lots, including, without limitation, the cleaning, resurfacing, snow removal, sanding and salting thereof;

(c) to the extent, and only to the extent, that the Master Association delegates responsibility therefor to the Association by written notice, and effective as of the date specified in such notice, the operation, management, regulation, maintenance, repair and replacement of all Private Trails, walkways, drainage and storm water devices, bridges, tunnels, gates and gate houses, parking areas and facilities, recreational amenities, wells, water tanks, water lines, storm drainage, and water quality systems and related equipment and facilities, trees, shrubs, plants and other vegetation and landscape irrigation systems in the Common Elements and Open Space Areas located on the HSR Residential Subdivisions, and any other facilities in the Common Elements located on the HSR Residential Subdivisions; and

(d) to the extent, and only to the extent, that the Master Association delegates responsibility therefor to the Association by written notice, and effective as of the date specified in such notice, any other obligations of the Master Association under the Master Declaration, as they pertain to the HSR Residential Subdivisions.

The Master Association shall have the right, in its sole discretion, to revoke any or all of foregoing duties and responsibilities from the Association in whole or in part and assume the same as obligations of the Master Association upon written notice thereof to the Association, effective as of the date specified in such notice.

ARTICLE 6.

DESIGN CONTROL AND RESTRICTIONS ON PROPERTY

6.1 Architectural Review Committee. The "Board of the Master Association," or a committee appointed by the Board of the Master Association, shall act as the Architectural Review Committee for the entire Project, including the HSR Residential Subdivisions, in accordance with the Master Declaration, and the Association shall have no authority with respect thereto. The Board of the Master Association shall also be entitled to permit and approve any combination of two or more Residential Lots in the HSR Residential Subdivisions as permitted under the City Ordinance and the Development Agreement.

6.2 Restrictions on Property. All of the restrictions set forth in Article 7 of the Master Declaration shall be applicable to the HSR Residential Subdivisions and all of the Residential Lots contained therein. In the event any Residential Lots are combined as set forth above, then the size of the resulting single Residential Lot shall determine the rights of the Owner of the resulting single Residential Lot under Section 7.20 of the Master Declaration.

6.3 Additional Restrictions. The minimum residence size shall be twenty five hundred (2,500) square feet. For purposes of this provision, the calculation of minimum square footages shall not include garages or accessory buildings.

ARTICLE 7.

INSURANCE

7.1 Fidelity Coverage. The Association shall maintain fidelity coverage against dishonest acts on the part of managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Members. The fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1½) times the Association's estimated annual operating expenses and total reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

7.2 Liability Insurance. The Association shall maintain a comprehensive policy of public liability insurance covering the Association's activities on the HSR Residential Subdivisions. The Declarant and the Master Association shall be named as additional insureds under such policy. Coverage shall have limits of liability of not less than \$2,000,000 per occurrence for personal injury and/or property damage.

7.3 Other Insurance and General. The Association shall also maintain Workers' Compensation Insurance as required by law, and may maintain other liability insurance as it may deem desirable, insuring each Owner and the Association, the Board and/or any manager from liability in connection with their respective obligations under this Declaration, the premiums for which shall be Common Expenses included in the Common Assessments.

7.4 Waiver of Subrogation. The Association, for itself and on behalf of its insurers, hereby waives and releases all claims against the Board, the Owners, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

ARTICLE 8.

ENFORCEMENT

8.1 Remedies and Enforcement. Declarant, the Association and any Owner shall have the right to enforce this Declaration and the Articles and Bylaws by appropriate proceedings at law or in equity, including the right to enjoin any violation hereof or thereof; provided, however, that the Association shall have the exclusive right to enforce the liens and remedies provided herein with respect to the levy, collection, and enforcement of liens for Common Assessments, Specific Assessments, Special Assessments and Capital Improvement Assessments.

8.2 Attorneys' Fees and Costs. Any judgment rendered in any action or proceeding to enforce this Declaration, the Articles or the Bylaws shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

8.3 Nuisance. Any act or omission resulting in a breach of this Declaration or the Articles or Bylaws is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such act or omission and, except as specifically provided otherwise in Section 8.1, may be exercised by Declarant, the Association, or any Owner.

8.4 Cumulative Remedies. All rights, options, and remedies of Declarant, the Association, or any Owner for the enforcement of this Declaration, the Articles or the Bylaws shall be deemed cumulative and none of such rights, options or remedies shall be deemed exclusive.

8.5 Waiver. The failure to enforce any of the covenants contained in this Declaration, the Articles or the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

8.6 Personal Covenant. To the extent the acceptance of a conveyance of a Residential Lot creates a personal covenant between the Owner of such Residential Lot and other Owners and/or the Association, such personal covenant shall expire and be of no further force or effect from and after the date such Owner ceases to be the Owner of such Residential Lot, except for the payment of moneys which came due and payable by such Owner to the Association during the period of such ownership.

ARTICLE 9.

MORTGAGE PROTECTION CLAUSE

9.1 Mortgage Protection. Notwithstanding any and all provisions of this Declaration, the Articles or the Bylaws to the contrary (and to the extent the provisions of this Article 9 conflict with other provisions of this Declaration, the Articles or the Bylaws, this Article 9 shall control):

(a) Each first Mortgagee of a Mortgage encumbering any Residential Lot, at the Owner's written request, is entitled to written notification from the Association of any default by the Mortgagor of such Residential Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles or the Bylaws, which default is not cured within sixty (60) days.

(b) Each first Mortgagee of a Mortgage encumbering any Residential Lot, together with such Mortgagee's successors and assigns (including a purchaser of Residential Lot from or through a Mortgagee), which obtains title to such Residential Lot pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by deed in lieu of foreclosure, shall take title to such Residential Lot free and clear of, and shall not be liable for, any claims of unpaid assessments or charges against such Residential Lot which accrued prior to the acquisition of title to such Residential Lot by the Mortgagee.

9.2 Consent of Lender Required. Unless one hundred percent (100%) of first Mortgagees and Members holding sixty-seven percent (67%) of the voting rights in the Association and all of the Class B Memberships have given their prior written approval, neither the Association nor the Owners shall:

(a) Abandon Common Elements. By act or omission, seek to abandon or materially change the use of the Common Elements or any of the improvements thereon which are owned by the Association. The foregoing shall not prohibit or require consent to changes on the Common Elements or the ownership thereof where the Common Elements generally remain usable for their intended purposes without material impairment as contemplated in this Declaration. The granting of easements for public utilities or for other public purposes and actions taken pursuant to government requirements shall not be deemed a violation hereof.

(b) Calculation of Assessments. Change the method of calculating the obligations, assessments, dues or other charges which may be levied against a Residential Lot Owner.

(c) Lender Consent Procedure. § 57-Sa-210 of the CAA shall apply to the Association's obligations to obtain any required consent from lenders hereunder.

9.3 Amendment.

(a) Neither this Declaration nor the Articles nor Bylaws will be amended in such a manner that the rights of any Mortgagee will be materially adversely affected.

(b) Neither this Article 9, Article 10, nor the subordination of assessments in favor of Mortgage provisions contained in this Declaration shall be amended without the prior written consent of all first Mortgagees.

9.4 Protection of Lenders. A breach of this Declaration or the Articles or Bylaws shall not affect or impair the lien or charge of any first Mortgage made in good faith and for value on any Residential Lot or the improvements thereon; provided, however, that any subsequent Owner

of such Residential Lot shall be bound by this Declaration, the Articles and Bylaws, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

ARTICLE 10.

GENERAL PROVISIONS

10.1 Successors and Assigns. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of Declarant, the Master Association, the Association and each Owner, and their respective heirs, personal representatives, successors and assigns.

10.2 Limited Liability. Neither Declarant, the Master Association, the Association, the Board, the Design Review Committee nor any member, agent or employee of any of the same shall be liable to any party for any injury, damage, loss, cost or expense suffered by reason of any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

10.3 Duration of Declaration. All provisions, covenants, conditions and restrictions contained in this Declaration shall continue and remain in full force and effect until the expiration or termination of the Master Declaration, as the same may be extended as provided therein or otherwise.

10.4 Lease of a Residential Lot. Any agreement for the leasing or rental of a Residential Lot (hereinafter in this Section referred to as a "lease") shall expressly comply with Section 11.5 of the Master Declaration.

10.5 Use of Funds Collected by the Master Association. All funds collected by the Association, including assessments, reserves and contributions to the Association paid by Owners, shall be held by the Association in a fiduciary capacity to be expended in their entirety for not-for-profit purposes of the Association in managing, maintaining, caring for, preserving and architecturally controlling the HSR Residential Subdivisions, and for other permitted purposes as set forth in this Declaration. No part of such funds shall inure to the benefit of any Member (other than as a result of the Association managing, maintaining, caring for, preserving and architecturally controlling the HSR Residential Subdivisions, and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration). All contributions to the Association paid by Owners shall be maintained in a segregated account.

10.6 Amendment. Subject to the other provisions of this Declaration, including, without limitation, the rights of first Mortgagees pursuant to Article 9, and subject to the prior consent of the City, this Declaration may be revoked or amended as follows:

(a) Prior to the conveyance of the first Residential Lot to an Owner, or at any time thereafter so long as Declarant retains its Class B Membership, this Declaration and any amendments thereto may be amended or revoked by the execution by Declarant of an instrument amending or revoking the same.

(b) An amendment or revocation which only requires the execution of an instrument by Declarant as provided above shall be effective when executed by Declarant and recorded in the Official Records of Summit County, Utah. An amendment which requires the affirmative vote or written consent of the Members as provided above shall be effective when executed by the President of the Association, who shall certify that the amendment has been so approved, and when the amendment has been recorded in the Official Records of Summit County, Utah.

(c) Notwithstanding the foregoing, or of any provision of the Articles, the Bylaws or this Declaration, any action which expressly requires the approval of a specified percentage or specified percentages of the voting power of the Association or first Mortgagees for action to be taken under such provision can be amended only with the affirmative vote or written consent of not less than the same percentage or percentages of the voting power of the Association and/or first Mortgagees. Any amendment subject to this provision shall be effective after the specified approval has been given and that fact has been certified in a writing executed by the President of the Association.

(d) The Design Guidelines have been, or in the future will be, developed by the "Board of the Master Association" as plans for development are formed and finalized. The Design Guidelines are not intended to be incorporated by reference into, or made a part of, this Declaration. Therefore, the Design Guidelines may be amended without also amending this Declaration, and this Declaration may be amended without also amending the Design Guidelines. In this regard, if the Design Guidelines are amended, then the amended version of the Design Guidelines shall be the controlling and operative Design Guidelines (without any requirement that the amendment be recorded).

10.7 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the HSR Residential Subdivisions to the public or for public use other than the public roads, public trails and public access area shown on a Plat and the Master Plat.

10.8 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any, right, title, estate or interest in any Residential Lot does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained, referred to or incorporated herein, whether or not any reference to this Declaration is contained in the instrument pursuant to which such person acquired an interest in said Residential Lot.

10.9 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the

residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

10.10 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the HSR Residential Subdivisions and the Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. The term "person" shall refer to a person or entity. The terms "recorded and recordation" shall refer to recording in the Official Records of the Summit County Recorder.

10.11 Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision of this Declaration.

ARTICLE 11

ANNEXATION

Additional parcels may be annexed to the HSR Residential Subdivisions only by the Declarant and/or its successors and assigns and shall thereafter automatically become subject to this Declaration, and subject to the jurisdiction of the Association, without the assent of the Association or its Members, on condition that a Supplemental Declaration or Amendment shall incorporate this Declaration by reference and may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

8th IN WITNESS WHEREOF, Tri Star 2005, L.L.C., has executed this Declaration this day of JUNE 2018.

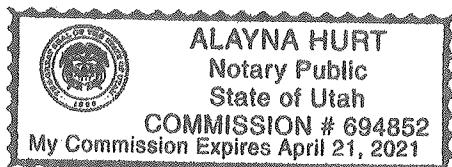
Tri Star 2005, L.L.C.,
a Utah limited liability company

By: Tom Grimmett
Name: Tom Grimmett

Title: Manager

STATE OF UTAH }
 }
 } ss.
COUNTY OF SUMMIT }

On the 8th day of June 2018, personally appeared before me Tom Grimmett, signer of the above Declaration, who being duly sworn, did say that he is the Manager of Tri Star 2005, L.L.C., a limited liability company of the State of the State of Utah, and that the Declaration was signed in behalf of said company under authority granted by its operating agreement, and said Tom Grimmett duly acknowledged to me that said company executed the same.



Alayna Hurt
Notary Public

EXHIBIT A

Original North Meadow Property Description

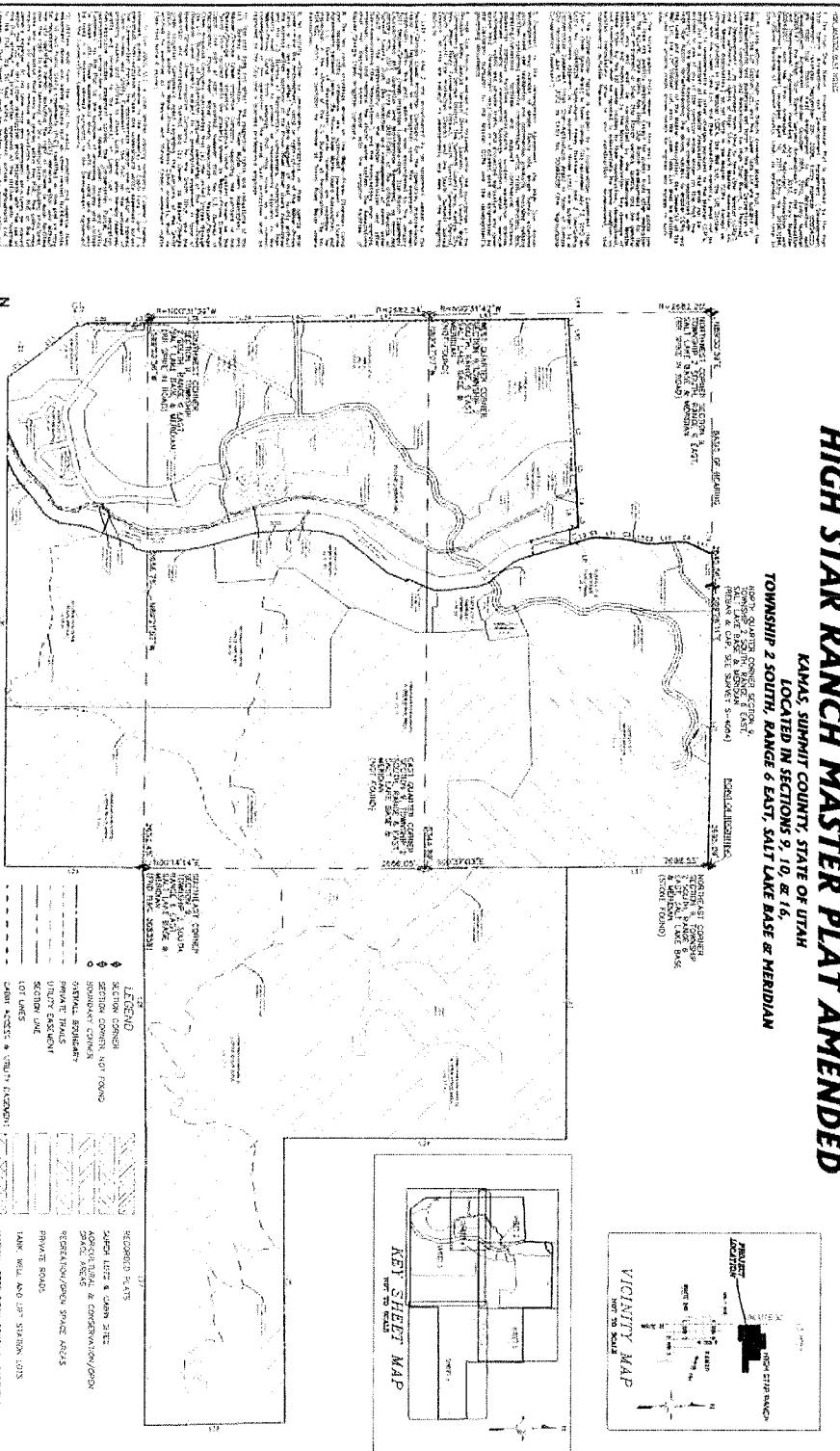
Lot 1, High Star Ranch Master Plat recorded as Entry No. 949210 in the Official Records of
Summit County, Utah.

EXHIBIT B

Master Plat

HIGH STAR RANCH MASTER PLAT AMENDED

**KAMAS, SUMMIT COUNTY, STATE OF UTAH
LOCATED IN SECTIONS 9, 10, & 16.**



01103010 Page 27 of 66 Summit County

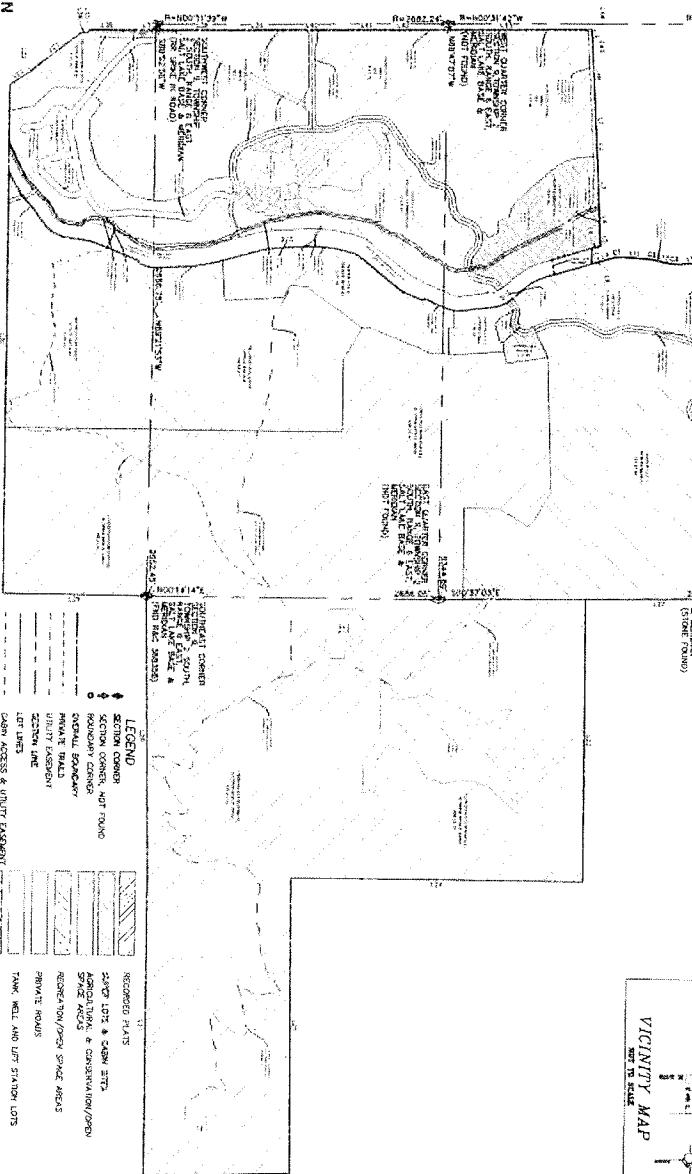
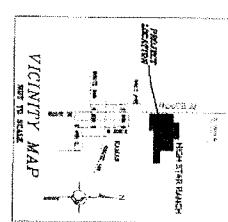
HIGH STAR RANCH MASTER PLAT AMENDED

KAMAS, SUMMIT COUNTY, STATE OF UTAH
LOCATED IN SECTIONS 5, 10, & 16,
TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN

NORTH SUMMIT CLOUD, SECTION 5
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100

SECTION 10
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100

SECTION 16
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100



RECORDED PLAT
SECTION 5, 10, & 16
TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN
NORTH SUMMIT CLOUD, SECTION 5
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100

SHEET	
1A or 8	RECORDED PLAT SECTION 5, 10, & 16 TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN NORTH SUMMIT CLOUD, SECTION 5 SALT LAKE & MERIDIAN DUE NORTH & CLOUD, SEE SURVEY 1-100

HIGH STAR RANCH MASTER PLAT AMENDED

RECORDED PLAT

SECTION 5, 10, & 16
TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN
NORTH SUMMIT CLOUD, SECTION 5
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100

Stantec
ENTRY NO. 01086581
RECORDED #

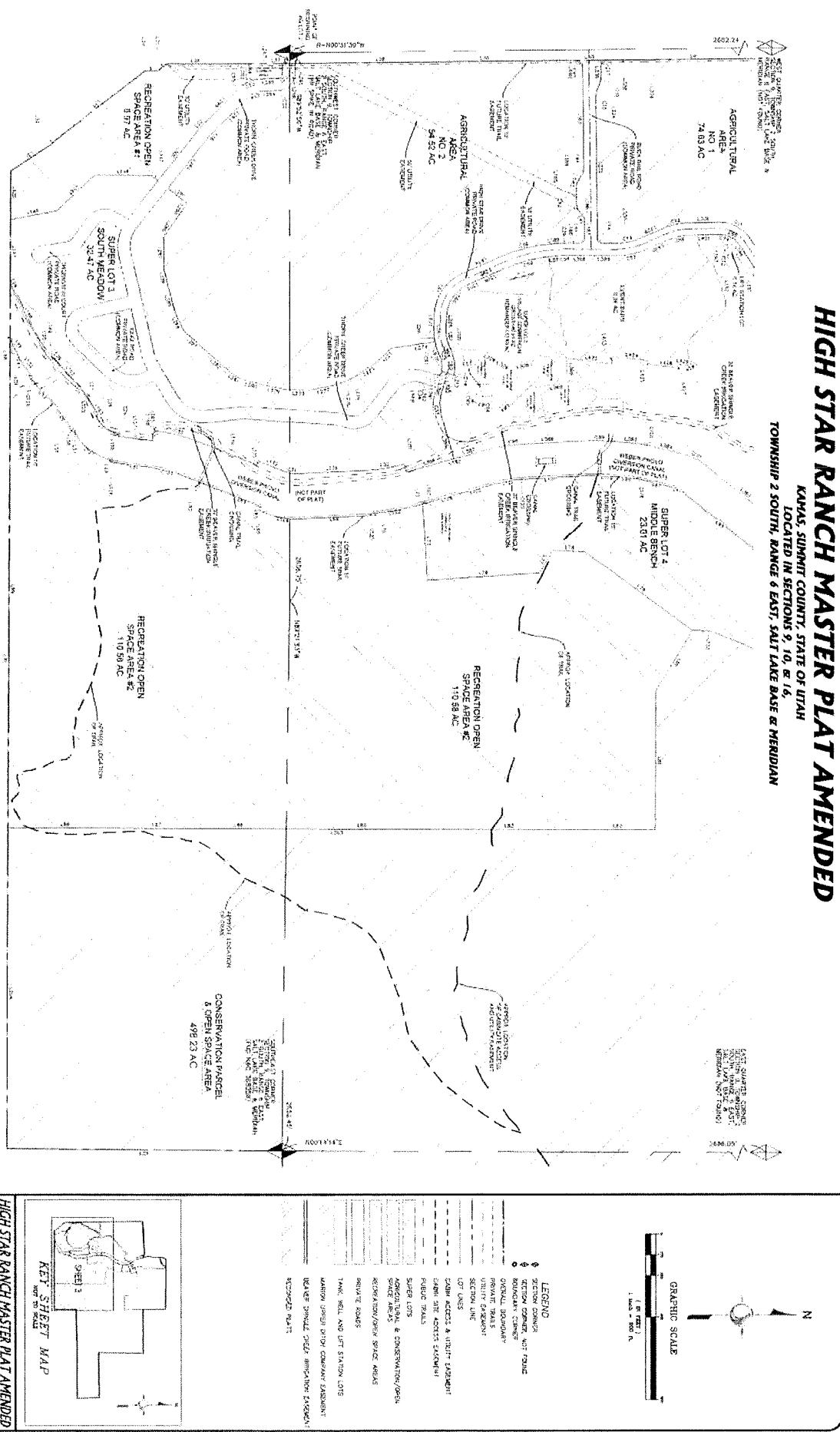
RECORDED PLAT
SECTION 5, 10, & 16
TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN
NORTH SUMMIT CLOUD, SECTION 5
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100

RECORDED PLAT
SECTION 5, 10, & 16
TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN
NORTH SUMMIT CLOUD, SECTION 5
SALT LAKE & MERIDIAN DUE
NORTH & CLOUD, SEE SURVEY 1-100

HIGH STAR RANCH MASTER PLAT AMENDED

**MAP, SUMMIT COUNTY, STATE OF UTAH
LOCATED IN SECTIONS 8, 10, E. 16**

TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN



HIGH STAR RANCH MASTER PLAT AMENDED

HIGH STAR DRIVE
PRIVATE ROAD
(COMMON AREA)

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HIGH STAR RANCH MASTER PLAT AMENDED

KAMAS, SUMMIT COUNTY, STATE OF UTAH

LOCATED IN SECTIONS 9, 10, & 16,

TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN

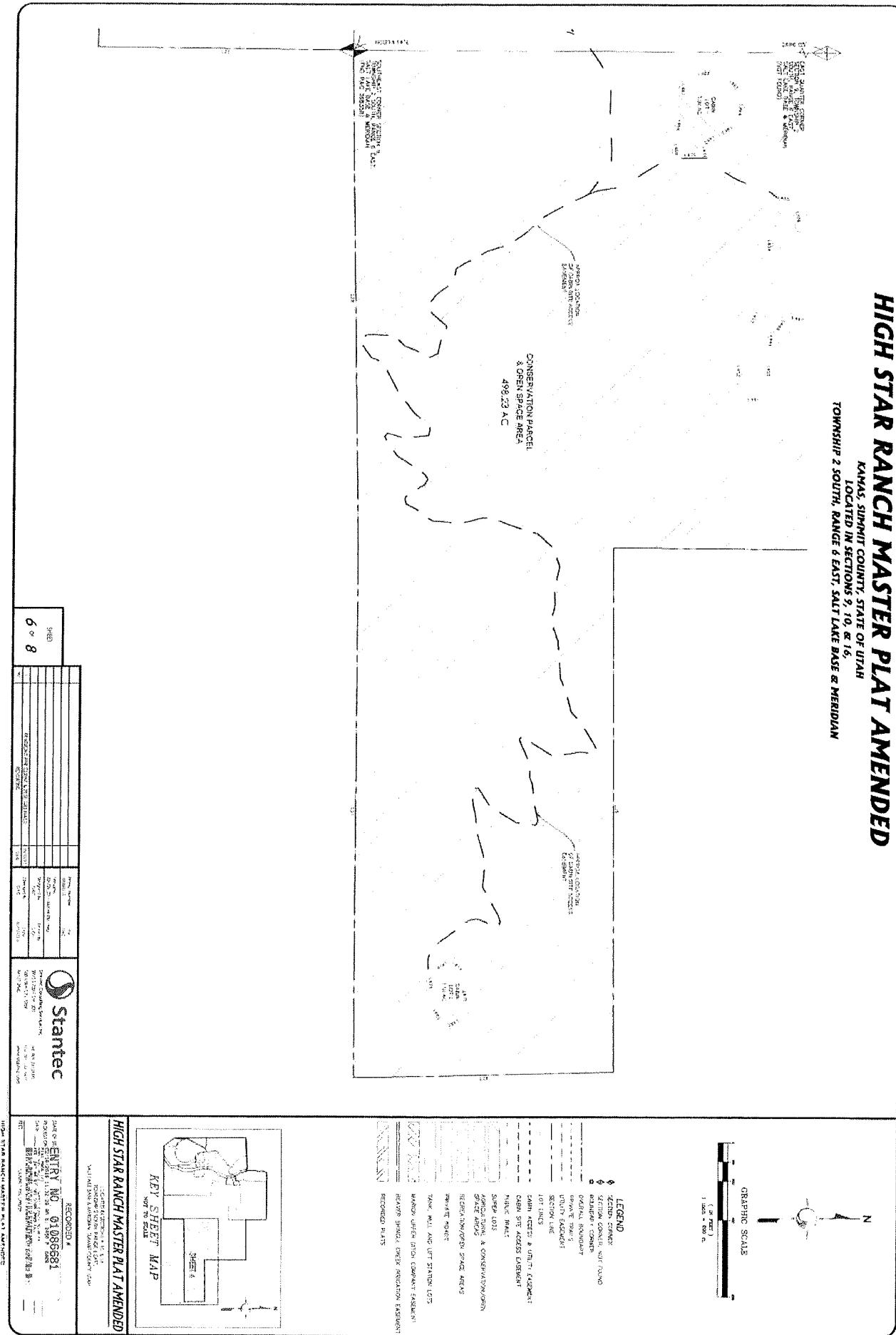
OWNER: HIGH STAR RANCH, INC.
ADDRESS: 1000 N. 100 E., BOX 100, KAMAS, UTAH 84036
PHONE: (801) 425-2424

RECORDING
RECORDED

SECTION	LOT	ACRES
10	1	1.00
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HIGH STAR RANCH MASTER PLAT AMENDED

KAMAS, SUMMIT COUNTY, STATE OF UTAH
LOCATED IN SECTIONS 9, 10, & 16.



HIGH STAR RANCH MASTER PLAT AMENDED

**TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE OF MERIDIAN,
KANSAS, SUMMIT COUNTY, STATE OF UTAH**
LOCATED IN SECTIONS 9, 10, & 16.

EXHIBIT C

North Meadow Phase 1 Amended Plat

EXHIBIT D

North Meadow Phase 2 Amended Plat

EXHIBIT E

Additional Residential Property Description

SUPER LOT 1
LEGAL DESCRIPTION
AUGUST 9, 2010

A parcel of land located in the Northwest Quarter of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point which is N89°30'39"E 1236.48 feet, along the section line, and South 1307.10 feet from the Northwest Corner of said Section 9; and running thence N86°55'53"E 73.12 feet; thence N87°05'20"E 405.78 feet; thence N87°10'27"E 230.50 feet; thence N86°39'13"E 129.47 feet to the Westerly Line of the Provo Canal; thence, along said Westerly Line, the following three (3) courses: (1) S16°42'09"E 584.59 feet, (2) Southeasterly 232.08 feet along the arc of a 548.34 foot radius curve to the left, chord bears S28°49'39"E 230.35 feet, (3) S40°57'09"E 201.19 feet; thence S51°43'31"W 32.64 feet; thence Southwesterly 94.34 feet along the arc of a 140.00 foot radius curve to the left, chord bears S32°25'14"W 92.57 feet; thence S13°06'57"W 116.22 feet; thence Southwesterly 152.79 feet along the arc of a 125.00 foot radius curve to the right, chord bears S48°08'01"W 143.46 feet; thence S83°09'04"W 23.92 feet; thence Northwesterly 96.62 feet along the arc of a 125.00 foot radius curve to the right, chord bears N74°42'14"W 94.24 feet; thence N52°33'33"W 77.27 feet; thence Westerly 141.74 feet along the arc of a 150.00 foot radius curve to the left, chord bears N79°37'49"W 136.53 feet; thence N16°42'05"W 54.63 feet; thence N53°44'38"E 54.81 feet; thence N23°34'55"E 17.20 feet; thence N28°10'35"W 100.13 feet; thence S81°55'02"W 95.19 feet; thence N41°53'43"W 23.46 feet; thence N20°34'03"W 93.39 feet; thence N74°54'45"W 82.96 feet; thence N66°02'02"W 36.58 feet; thence N51°34'02"W 41.70 feet; thence N43°13'40"W 53.62 feet; N42°41'09"W 52.00 feet; thence N43°01'34"W 54.11 feet; thence N42°39'23"W 45.65 feet; thence N42°06'29"W 97.14 feet; thence N42°29'51"W 100.93 feet; thence N40°07'07"W 89.10 feet; thence N29°37'12"W 90.76 feet; thence N17°01'51"W 91.89 feet; thence N09°38'36"W 48.20 feet; thence N08°08'06"W 44.38 feet; thence N04°29'16"W 45.86 feet; thence N09°52'17"W 41.86 feet; thence N03°04'07"W 31.15 feet to the Point of Beginning.

Contains: 832,113 SF or 19.10 Acres.

SUPER LOT 2
LEGAL DESCRIPTION
MARCH 6, 2017

A parcel of land located in the Southwest and the Northwest Quarters of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way Line of the Weber-Provo Diversion Canal, said point being also N89°30'39"E 2499.74 feet, along the section line, and South 2214.89 feet from the Northwest Corner of said Section 9; thence, running along said Westerly Right-of-Way Line, the following sixteen (16) courses: (1) Southeasterly 53.36 feet along the arc of a 193.29 foot radius curve to the right, chord bears S15°55'07"E 53.19 feet, (2) S07°00'09"E 297.50 feet, (3) Southeasterly 72.40 feet along the arc of a 136.58 foot radius curve to the right, chord bears S08°10'21"W 71.56 feet, (4) S23°20'51"W 291.94 feet, (5) N88°21'16"W 10.76 feet, (6) S23°20'51"W 89.78 feet, (7) Southwesterly 56.59 feet along the arc of a 218.65 foot radius curve to the right, chord bears S30°56'32"W 56.43 feet, (8) S39°13'18"W 467.25 feet, (9) Southwesterly 124.67 feet along the arc of a 286.68 foot radius curve to the left, chord bears S26°44'21"W 123.69 feet, (10) S14°16'51"W 168.70 feet, (11) Southwesterly 53.17 feet along the arc of a 367.94 foot radius curve to the left, chord bears S10°08'27"W 53.13 feet, (12) S05°23'55"W 69.68 feet, (13) Southwesterly 227.05 feet along the arc of a 1512.69 foot radius curve to the left, chord bears S01°04'51"W 226.84 feet, (14) S03°13'09"E 261.00 feet, (15) Southeasterly 172.21 feet along the arc of a 796.98 foot radius curve to the left, chord bears S09°24'39"E 171.87 feet, (16) S15°36'09"E 154.36 feet; thence S74°23'51"W 184.05 feet; thence Southwesterly 126.27 feet along the arc of a 241.37 foot radius curve to the right, chord bears S83°37'00"W 124.83 feet; thence N75°10'33"W 60.57 feet; thence N71°37'24"W 17.14 feet; thence N73°05'02"VV 35.03 feet; thence Northwesterly 5.69 feet along the arc of a 125.00 foot radius curve to the left, chord bears N74°23'19"W 5.69 feet to the Easterly End of the High Star Drive Right-of-Way; thence, along said Easterly End, N16°54'58"E 30.02 feet to Northerly Right-of-Way Line of said High Star Drive and the Southerly Boundary Line of the Ranch Cabins Phase 1A Subdivision recorded as Entry No. 957973 in the Summit County Recorder's Office; thence, along said Northerly Right-of-Way Line and said Southerly Boundary Line, the following two (2) courses: (1) Southwesterly 93.42 feet along the arc of a 155.00 foot radius curve to the left, chord bears S87°43'37"W 92.01 feet, (2) S70°27'39"W 56.95 feet; thence, continuing along said Northerly and Easterly Right-of-Way Line, the following thirty-three (33) courses: (1) Southwesterly 84.49 feet along the arc of a 220.00 foot radius curve to the right, chord bears S81°27'46"W 83.97 feet, (2) N87°32'08"W 60.13 feet, (3) Northwesterly 188.95 feet along the arc of a 170.00 foot radius curve to the right, chord bears N55°41'39"W 179.37 feet, (4) N23°51'10"VV 198.60 feet, (5) Northwesterly 212.50 feet along the arc of a 666.00 foot radius curve to the right, chord bears N14°42'44"VV 211.60 feet, (6) N05°34'17"W 58.11 feet, (7) Northwesterly 29.96 feet along the arc of a 270.00 foot radius curve to the right, chord bears N02°23'34"W 29.94 feet, (8) N00°47'15"E 112.41 feet, (9) North 118.24 feet, (10) Northwesterly 136.26 feet along the arc of a 349.00 foot radius curve to the left, chord bears N11°11'06"W 135.40 feet, (11) N23°03'21"W 128.50 feet, (12) Northwesterly 102.61 feet along the arc of a 270.00 foot radius curve to the right, chord bears N12°10'06"W 102.00 feet, (13) N01°16'50"W 138.27 feet, (14) Northeasterly 122.31 feet along the arc of a 120.00 foot radius curve to the right, chord bears N27°55'10"E 117.09 feet, (15) N57°07'11"E

292.40 feet, (16) Northeasterly 52.63 feet along the arc of a 230.00 foot radius curve to the left, chord bears N50°33'52"E 52.51 feet, (17) N44°00'33"E 49.87 feet, (18) Northeasterly 118.12 feet along the arc of a 270.00 foot radius curve to the right, chord bears N56°32'32"E 117.18 feet, (19) N69°04'30"E 16.47 feet, (20) Northeasterly 160.40 feet along the arc of a 180.00 foot radius curve to the left, chord bears N43°32'47"E 155.15 feet, (21) N18°01'05"E 64.23 feet, (22) Northeasterly 137.40 feet along the arc of a 120.00 foot radius curve to the right, chord bears N50°49'08"E 130.01 feet, (23) N83°37'12"E 72.50 feet, (24) Northeasterly 184.92 feet along the arc of a 180.00 foot radius curve to the left, chord bears N54°11'23"E 176.89 feet, (25) N24°45'33"E 76.33 feet, (26) Northeasterly 215.06 feet along the arc of a 120.00 foot radius curve to the right, chord bears N76°06'00"E 187.41 feet, (27) S52°33'33"E 77.27 feet, (28) Southeasterly 119.81 feet along the arc of a 155.00 foot radius curve to the left, chord bears S74°42'14"E 116.85 feet, (29) N83°09'04"E 23.92 feet, (30) Northeasterly 189.46 feet along the arc of a 155.00 foot radius curve to the left, chord bears N48°08'01"E 177.89 feet, (31) N13°06'57"E 116.22 feet, (32) Northeasterly 74.12 feet along the arc of a 110.00 foot radius curve to the right, chord bears N32°25'14"E 72.73 feet, (33) N51°43'31"E 27.48 feet to the Point of Beginning.

Contains: 2,043,612 SF or 46.91 Acres.

SUPER LOT 3
SOUTH MEADOW
LEGAL DESCRIPTION
MARCH 8, 2017

A parcel of land located in the Southwest Quarter of Section 9 and the Northwest Quarter of Section 16, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the Westerly Boundary Line of the High Star Ranch Master Plat recorded as Entry No. 949210 in the Summit County Recorder's Office, said point being also N00°31'34"W 25.51 feet, along the Section Line, and East 52.34 feet from the Northwest Corner of said Section 16; and running thence East 50.11 feet; thence Southeasterly 118.94 feet along the arc of an 80.00 foot radius curve to the right, chord bears S47°24'24"E 108.29 feet; thence S04°48'48"E 100.66 feet; thence Southeasterly 49.40 feet along the arc of a 70.00 foot radius curve to the left, chord bears S25°01'46"E 48.38 feet; thence S45°14'44"E 246.47 feet; thence Southeasterly 32.18 feet along the arc of a 270.00 foot radius curve to the left, chord bears S48°39'35"E 32.16 feet; thence S52°04'27"E 317.22 feet; thence N37°49'58"E 116.47 feet; thence S56°01'10"E 97.45 feet; thence S55°27'13"E 102.67 feet; thence N89°17'03"E 150.35 feet; thence N77°06'00"E 92.54 feet; thence N74°23'53"E 132.67 feet; thence N64°56'51"E 88.60 feet; thence N42°18'59"E 145.76 feet; thence N42°14'34"E 156.08 feet; thence N32°28'44"E 65.28 feet; thence N14°56'47"E 113.44 feet; thence Northwesterly 671.46 feet along the arc of a 576.40 foot radius curve to the left, chord bears N16°21'03"W 634.13 feet; thence N08°16'18"W 212.82 feet to the Southerly Right-of-Way Line of High Star Drive; thence, along said Southerly Right-of-Way Line, the following four (4) courses: (1) Northeasterly 36.82 feet along the arc of a 280.00 foot radius curve to the left, chord bears N74°13'42"E 36.80 feet, (2) N70°27'39"E 56.95 feet, (3) Northeasterly 55.24 feet along the arc of a 95.00 foot radius curve to the right, chord bears N87°07'09"E 54.47 feet, (4) N16°54'58"E 30.03 feet; thence Southeasterly 5.69 feet along the arc of a 125.00 foot radius curve to the right, chord bears S74°23'19"E 5.69 feet; thence S73°05'02"E 35.03 feet; thence S71°37'24"E 17.14 feet; thence S75°10'33"E 60.57 feet; thence Northeasterly 126.27 feet along the arc of a 241.37 foot radius curve to the left, chord bears N83°37'00"E 124.83 feet; thence N74°23'51"E 184.05 feet to the Westerly Right-of-Way Line of the Weber-Provo Diversion Canal; thence, along said Westerly Right-of-Way Line, the following twenty-five (25) courses: (1) S15°36'09"E 236.34 feet, (2) S74°23'51"W 40.00 feet, (3) Southeasterly 186.87 feet along the arc of a 835.36 foot radius curve to the right, chord bears S09°11'39"E 186.48 feet, (4) S02°47'09"E 324.00 feet, (5) Southwesterly 72.50 feet along the arc of a 167.94 foot radius curve to the right, chord bears S09°34'51"W 71.93 feet, (6) S21°56'51"W 129.20 feet, (7) S68°03'09"E 20.00 feet, (8) S21°56'51"W 305.40 feet, (9) Southwesterly 205.04 feet along the arc of a 816.78 foot radius curve to the left, chord bears S14°45'21"W 204.50 feet, (10) S07°33'51"W 14.80 feet, (11) S82°26'09"E 50.00 feet, (12) S07°33'51"W 155.50 feet, (13) Southwesterly 11.63 feet along the arc of a 156.68 foot radius curve to the right, chord bears S09°41'28"W 11.63 feet, (14) N78°10'54"W 10.00 feet, (15) Southwesterly 126.45 feet along the arc of a 146.68 foot radius curve to the right, chord bears S36°30'58"W 122.57 feet, (16) S61°12'51"W 15.10 feet, (17) N28°47'09"W 10.00 feet, (18) S61°12'51"W 44.60 feet, (19) Southwesterly 120.59 feet along the arc of a 548.34 foot radius curve to the left, chord bears S54°54'51"W 120.34 feet, (20) S48°36'51"W 176.20 feet, (21) Southwesterly 10.18 feet along the arc of a 408.34 foot radius curve to the right, chord bears S49°19'42"W 10.18 feet, (22) S39°57'25"E 20.00 feet, (23) Southwesterly 102.46 feet along the arc of a 428.34 foot radius curve to the right, chord bears S56°53'42"W 102.21 feet, (24) S63°44'50"W 304.87 feet, (25) Southwesterly 14.80 feet along

the arc of a 766.78 foot radius curve to the left, chord bears S63°19'54"W 14.80 feet to the South Boundary Line of said High Star Ranch Master Plat; thence, along said South Boundary Line, N89°56'31"W 309.07 feet; thence N10°58'55"W 229.53 feet; thence N43°34'46"W 250.98 feet; thence N00°16'47"E 272.75 feet; thence N38°22'11"E 42.06 feet; thence N52°04'27"W 316.76 feet; thence Northwesterly 39.33 feet along the arc of a 330.00 foot radius curve to the right, chord bears N48°39'35"W 39.31 feet; thence N45°14'44"W 246.47 feet; thence Northwesterly 91.74 feet along the arc of a 130.00 foot radius curve to the right, chord bears N25°01'46"W 89.85 feet; thence N04°48'48"W 100.66 feet; thence Northwesterly 29.74 feet along the arc of a 20.00 foot radius curve to the left, chord bears N47°24'24"W 27.07 feet; thence West 49.55 feet to Westerly Boundary Line of the High Star Ranch Master Plat; thence N0°32'20"W 60.00 feet along said boundary line to the Point of Beginning.

Contains: 1,414,775 SF or 32.48 Acres.

SUPER LOT 4, MIDDLE BENCH
LEGAL DESCRIPTION
MARCH 6, 2017

A parcel of land located in the Southwest and Southeast Quarters of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way Line of the Weber-Provo Diversion Canal, said point being also N00°31'39"W 641.93 feet, along the Section Line, and East 2185.10 feet from the Southwest Corner of said Section 9; and running thence, along said Easterly Right-of-Way Line, the following fifteen (15) courses: (1) N15°36'09"W 354.59 feet, (2) Northwesterly 121.85 feet along the arc of a 574.42 foot radius curve to the right, chord bears N10°07'21"W 121.62 feet, (3) Northwesterly 15.82 feet along the arc of a 636.78 foot radius curve to the right, chord bears N03°55'51"W 15.82 feet, (4) N03°13'09"W 261.00 feet, (5) Northerly 203.04 feet along the arc of a 1352.68 foot radius curve to the right, chord bears N01°04'51"E 202.85 feet, (6) N05°22'51"E 65.70 feet, (7) Northerly 32.30 feet along the arc of a 207.94 foot radius curve to the right, chord bears N09°49'51"E 32.27 feet, (8) N14°16'51"E 168.70 feet, (9) Northeasterly 55.09 feet along the arc of a 126.68 foot radius curve to the right, chord bears N26°44'21"E 54.66 feet, (10) N39°11'51"E 466.30 feet, (11) Northeasterly 101.78 feet along the arc of a 367.94 foot radius curve to the left, chord bears N31°16'21"E 101.46 feet, (12) N23°20'51"E 153.46 feet, (13) N88°21'16"W 21.53 feet, (14) N23°20'51"E 240.20 feet, (15) Northeasterly 66.91 feet along the arc of a 266.68 foot radius curve to the left, chord bears N16°09'35"E 66.74 feet; thence N88°14'56"E 166.03 feet; thence S00°46'23"W 45.74 feet; thence East 245.86 feet; thence S01°07'26"W 158.66 feet; thence S23°01'58"W 590.61 feet; thence S01°47'18"W 91.21 feet; thence S36°30'19"W 640.64 feet; thence S03°25'00"W 150.19 feet; thence S59°32'58"E 127.67 feet; thence S03°47'36"E 538.19 feet; thence S86°26'32"W 380.14 feet to the Point of Beginning.

Contains: 1,002,228 SF or 23.01 Acres.

SUPER LOT 5, SPRING HILL
LEGAL DESCRIPTION
MARCH 6, 2017

A parcel of land located in the Northeast and the Northwest Quarters of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way Line of the Weber-Provo Diversion Canal, said point being also S00°31'34"E 2598.32 feet, along the Section Line, and East 2654.31 feet from the Northwest Corner of said Section 9; and running thence, along said Easterly Right-of-Way Line, the following three (3) courses: (1) Northeasterly 74.35 feet along the arc of a 266.68 foot radius curve to the left, chord bears N00°59'05"E 74.11 feet, (2) N07°00'09"W 297.50 feet, (3) Northwesterly 154.70 feet along the arc of a 300.49 foot radius curve to the left, chord bears N21°45'04"W 153.00 feet to the Centerline of the Lower Tank Road; thence, along said Centerline, the following two (2) courses: (1) N51°43'31"E 67.40 feet, (2) Northeasterly 43.64 feet along the arc of a 100.00 foot radius curve to the right, chord bears N64°13'36"E 43.29 feet to the Westerly Boundary Line of Spring Hill at High Star Ranch Phase 1 Subdivision, recorded as Entry No. 1002840 in the Summit County Recorder's Office; thence, along the Westerly, Southerly and Easterly Boundary Lines of said Spring Hill Phase 1, the following eight (8) courses: (1) S13°16'18"E 30.00 feet, (2) Southeasterly 78.57 feet along the arc of a 330.00 foot radius curve to the right, chord bears S28°35'11"E 78.38 feet, (3) S21°45'56"E 21.70 feet, (4) Southeasterly 31.00 feet along the arc of a 70.00 foot radius curve to the left, chord bears S34°27'07"E 30.75 feet, (5) S47°08'17"E 72.23 feet, (6) N74°59'58"E 173.83 feet, (7) N12°56'28"E 32.45 feet, (8) N42°59'00"W 177.54 feet to said Centerline of the Lower Tank Road; thence, along said Centerline, the following two (2) courses: (1) Northeasterly 125.37 feet along the arc of a 100.00 foot radius curve to the left, chord bears N11°06'00"E 117.32 feet, (2) N24°49'01"W 49.76 feet; thence N64°17'37"E 146.27 feet; thence N64°16'12"E 138.75 feet; thence S09°04'36"E 379.44 feet; thence S75°35'14"W 113.85 feet; thence S04°03'21"E 400.88 feet; thence S01°15'08"W 107.64 feet; thence West 245.86 feet; thence N00°46'23"E 45.74 feet; thence S88°14'56"W 166.03 feet to the Point of Beginning.

Contains: 289,784 SF or 6.65 Acres.

SUPER LOT 6
WESTERN EQUESTRIAN
LEGAL DESCRIPTION
MARCH 6, 2017

A parcel of land located in the Northeast and the Northwest Quarters of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the North Quarter Corner of said Section 9, and running thence, along the Section Line, S89°26'11"E 237.39 feet; thence S00°28'40"E 514.98 feet; thence S04°04'58"W 150.83 feet; thence S08°23'40"W 114.70 feet to the Centerline of the Lower Tank Road; thence, along said Centerline, the following eleven (11) courses: (1) Southwesterly 32.46 feet along the arc of a 200.00 foot radius curve to the left, chord bears S10°34'45"W 32.42 feet, (2) S05°55'48"W 186.63 feet, (3) Southeasterly 75.00 feet along the arc of a 150.00 foot radius curve to the left, chord bears S08°23'37"E 74.22 feet, (4) S22°43'02"E 92.81 feet, (5) Southwesterly 137.94 feet along the arc of a 150.00 foot radius curve to the right, chord bears S03°37'40"W 133.13 feet, (6) S29°58'23"W 120.19 feet, (7) Southwesterly 148.62 feet along the arc of a 250.00 foot radius curve to the left, chord bears S12°56'33"W 146.44 feet, (8) S04°05'16"E 156.11 feet, (9) Southeasterly 90.45 feet along the arc of a 250.00 foot radius curve to the left, chord bears S14°27'09"E 89.95 feet, (10) S24°49'01"E 153.81 feet, (11) Southwesterly 125.37 feet along the arc of a 100.00 foot radius curve to the right, chord bears S11°06'00"W 117.32 feet to the Easterly Boundary Line of Spring Hill at High Star Ranch Phase 1, recorded as Entry 1002840 in the Summit County Recorder's Office; thence, along the Easterly, Northerly and Westerly Boundary Lines, the following five (5) courses: (1) N42°59'00"W 30.00 feet, (2) Southwesterly 70.39 feet along the arc of a 70.00 foot radius curve to the right, chord bears S75°49'22"W 67.46 feet, (3) N75°22'16"W 36.44 feet, (4) Northwesterly 63.30 feet along the arc of a 130.00 foot radius curve to the left, chord bears N89°19'17"W 62.68 feet, (5) S13°16'18"E 30.00 feet to said Centerline of the Lower Tank Road; thence, along said Centerline, the following two (2) courses: (1) Southwesterly 43.64 feet along the arc of a 100.00 foot radius curve to the left, chord bears S64°13'36"W 43.29 feet, (2) S51°43'31"W 67.40 feet to the Easterly Right-of-Way Line of the Weber-Provo Diversion Canal; thence, along said Easterly Right-of-Way Line, the following thirteen (13) courses: (1) Northwesterly 23.35 feet along the arc of a 300.49 foot radius curve to the left, chord bears N38°43'34"W 23.34 feet, (2) N40°57'09"W 183.90 feet, (3) Northwesterly 177.06 feet along the arc of a 418.34 foot radius curve to the right, chord bears N28°49'39"W 175.74 feet, (4) N16°42'09"W 645.10 feet, (5) Northwesterly 106.73 feet along the arc of a 299.27 foot radius curve to the right, chord bears N06°29'09"W 106.16 feet, (6) N03°43'51"E 203.60 feet, (7) Northeasterly 108.52 feet along the arc of a 656.78 foot radius curve to the right, chord bears N08°27'51"E 108.39 feet, (8) N13°11'51"E 106.50 feet, (9) Northeasterly 107.99 feet along the arc of a 347.94 foot radius curve to the left, chord bears N04°18'21"E 107.56 feet, (10) N04°35'09"W 236.80 feet, (11) Northeasterly 125.98 feet along the arc of a 227.94 foot radius curve to the right, chord bears N11°14'51"E 124.38 feet, (12) N27°04'51"E 179.23 feet, (13) N04°36'32"E 33.17 feet; thence N89°28'30"E 325.00 feet to the Point of Beginning.

Contains: 1,214,092 SF or 27.87 Acres.

SUPER LOT 7,
NORTH BENCH
LEGAL DESCRIPTION
MARCH 6, 2017

A parcel of land located in the Northeast Quarter of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the Northeast Corner of said Section 9; and running thence, along the East Line of said Northeast Quarter of Section 9, S00°37'03"E 1626.05 feet; thence S00°02'53"W 850.19 feet; thence West 839.23 feet; thence North 320.25 feet; N31°01'55"E 330.72 feet; thence N58°58'05"W 366.04 feet; thence S88°09'03"W 1261.65 feet; thence S64°16'12"W 138.75 feet; thence S64°17'37"W 146.27 feet to the Centerline of the Lower Tank Road; thence, along said Centerline, the following thirteen (13) courses: (1) N24°49'01"W 104.05 feet, (2) Northwesterly 90.45 feet along the arc of a 250.00 foot radius curve to the right, chord bears N14°27'09"W 89.95 feet, (3) N04°05'16"W 156.11 feet, (4) Northeasterly 148.62 feet along the arc of a 250.00 foot radius curve to the right, chord bears N12°56'33"E 146.44 feet, (5) N29°58'23"E 120.19 feet, (6) Northeasterly 137.94 feet along the arc of a 150.00 foot radius curve to the left, chord bears N03°37'40"E 133.13 feet, (7) N22°43'02"W 92.81 feet, (8) Northwesterly 75.00 feet along the arc of a 150.00 foot radius curve to the right, chord bears N08°23'37"W 74.22 feet, (9) N05°55'48"E 186.63 feet, (10) Northeasterly 32.46 feet along the arc of a 200.00 foot radius curve to the right, chord bears N10°34'45"E 32.42 feet; thence N08°23'40"E 114.70 feet; thence N04°04'58"E 150.83 feet; thence N00°28'40"W 514.98 feet to the North Line of said Northeast Quarter of Section 9; thence S89°26'11"E 2457.71 feet to the Point of Beginning.

Contains: 4,927,148 SF or 113.11 Acres.

HSRMP-2-AM	LOT 2 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-3-AM	LOT 3 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-4-AM	LOT 4 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-5-AM	LOT 5 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-6-AM	LOT 6 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-7-AM	LOT 7 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-CL-1-AM	CABIN LOT 1 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-CL-2-AM	CABIN LOT 2 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
HSRMP-CL-3-AM	CABIN LOT 3 HIGH STAR RANCH MASTER PLAT AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-1-1	LOT 1 NORTH MEADOW PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-1-2	LOT 2 NORTH MEADOW PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-1-8	LOT 8 NORTH MEADOW PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-1-13	LOT 13 NORTH MEADOW PHASE 1 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-3	LOT 3 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-4	LOT 4 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

NM-2-5	LOT 5 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-6	LOT 6 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-7	LOT 7 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-9	LOT 9 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-10	LOT 10 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-11	LOT 11 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
NM-2-12	LOT 12 NORTH MEADOW PHASE 2 AMENDED; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
SHHSR-1-10	LOT 10 SPRING HILL AT HIGH STAR RANCH PHASE 1; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
SHHSR-3-11	LOT 11 SPRING HILL AT HIGH STAR RANCH PHASE 3; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
WSTRNC-14	LOT 14 WESTERN CABINS SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
WSTRNC-15	LOT 15 WESTERN CABINS SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE
WSTRNC-16	LOT 16 WESTERN CABINS SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

EXHIBIT F

Association Bylaws

BYLAWS OF THE
HSR NORTH MEADOW NEIGHBORHOOD ASSOCIATION, INC.
A Nonprofit Corporation of the State of Utah

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, UCA §§16-6a-101, et seq (the "URNCA"), the Board of Directors of the HSR North Meadow Neighborhood Association, Inc., a Utah Nonprofit Corporation (the "HOA"), hereby adopts the following Bylaws. Any capitalized terms not defined herein shall have the meaning given to them in the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") for the North Meadow Subdivision at High Star Ranch (the "Subdivision") and/or the Master Declaration of Covenants, Conditions and Restrictions (the "Master CC&Rs") for High Star Ranch, a planned unit development. The HOA will register with the State of Utah as a community association under the Utah Community Association Act, UCA §§57-8a-101, et seq (the "CAA").

ARTICLE 1

NAME AND PRINCIPAL OFFICE

1.1 Name: The name of the association is as follows:

HSR NORTH MEADOW NEIGHBORHOOD ASSOCIATION, INC.

1.2 Office: The office of the HOA will be that address identified with the office of the President. Now: 1790 Bonanza Drive, Suite 250, P.O. Box 682981, Park City, Utah 84068.

ARTICLE 2

MEMBERS AND MEETINGS

2.1 Membership: The Members (collectively, the "Members") of the HOA shall be the owners of residential lots (collectively, the "Lots") in the Subdivision. Membership is deemed an appurtenance to each Lot, and shall pass automatically to the owner of each Lot up on conveyance of title.

2.2 Annual Meetings: The annual meeting of the Members shall be held at the time and place designated by the Board of Directors of the Association by delivering proper notice of the annual meetings as set forth in §2.5 below. The purpose of the annual meeting is the election of directors (the "Directors") and to consider such other business as necessary for the benefit of the HOA. The annual meeting will be held in June of each year with Directors taking their offices effective July through June for no more than a three year term, except as provided below.

If the Directors are not elected at the annual meeting, the existing Directors shall continue to serve until their successors are named in a special meeting. Directors will be elected to staggered terms initially.

Voting of Members for the election of the Directors shall be governed by §3.4 and §3.5 of the CC&Rs.

2.3 Special Meetings: Special meetings of the Members may be called by the Board of Directors or by the President of the Board of Directors, as they see fit, or by Members of the HOA representing a majority of the total voting power within the HOA. Any notice of special meetings shall state the time, place, and date of the meetings, and the matters to be considered at that meeting. When a special meeting is called by the Members of the HOA, the notice shall be in writing and delivered to the PRESIDENT of the Board.

2.4 Place of Meetings. Meetings may be held within the State of Utah at a location to be determined by the Board of Directors.

2.5 Notice of Meetings. The Board of Directors shall cause written or printed notice of the date, time place and purposes of all meetings of the Members in the manner and time set forth in §16-6a-103 and §16-6a-704 of the URNCA.

Each Member shall register his or her physical address and e-mail address with the HOA, and it shall be the obligation of the Member to provide notice of any change of address(es) to the HOA. If there are multiple owners of a Lot, they must designate one of them to receive the notice of the meetings on their behalf.

2.6 Members of Record and Voting. Upon purchasing a Lot in the Subdivision, each Owner shall promptly notify the HOA of their ownership status. The HOA may require a copy of the deed or other instrument under which he or she acquired title to the Lot.

The persons appearing as Members of the HOA, in person or by proxy are entitled to one vote per owned Lot. Persons unable to attend a meeting in which a vote is taken may cast a proxy vote if given in writing and presented to the Secretary of the HOA personally or through another Lot owner.

2.7 Majority Attendance at Meetings. At any meeting of the Members, the presence of Members holding a simple majority of voting interest in the HOA, in person or by proxy, shall constitute a quorum.

2.8 Simple Majority. On any matter placed before the Members for a vote, the matter shall be considered passed if there is an affirmative vote of the majority of the votes entitled to be cast by the Members constituting a quorum. Election of the Board of Directors and other matters may be voted by secret ballot or by show of hands or such other means as the officer conducting the meeting shall determine.

2.9 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting, inaccuracies or irregularities in the determination of the presence of a majority of the votes entitled to be cast or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken.

2.10 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if Members holding a majority of the total voting power at the meeting consent to the action in writing prior to the action being taken.

The members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

ARTICLE III

BOARD OF DIRECTORS

3.1 General Powers. The Board of Directors shall have authority to manage and control the property and affairs of the HOA. The Board of Directors may exercise all powers conferred upon them by law, by the Articles of Incorporation, by the CC&Rs or by these Bylaws, including, without limitation, conveying, transferring or otherwise disposing of all or any portion of the Common Areas, making assessments against Members for payment of their portion of the Common Expenses as provided and defined in the CC&Rs; making assessments against Members for payment of fees, fines and interest for violations of the CC&Rs; provided however, that those powers which are specifically reserved to the Members by law, the Articles of Incorporation or the CC&Rs shall be exercised only by the Members. The Board of Directors may delegate to the officers or other appropriate persons such of its powers as are appropriately delegated.

3.2 Number, Tenure, Executive Committee. There shall be three (3) Members of the Board of Directors who shall serve as the officers of the HOA as follows: PRESIDENT, Secretary and Treasurer.

The Board of Directors shall each serve for a term of three (3) years. Directors may serve as often as elected. The Directors shall serve until the annual meeting at the end of the respective terms in which a Director's successor is elected, and the Director shall continue to serve until their successors have assumed office; provided, however, that a Director may resign at any time by giving written notice to the HOA and upon such resignation a replacement Director may be appointed by the remaining Directors to complete the term of the Director who resigned. At each annual meeting, only those Directors whose terms have expired will stand for election.

- 3.3 **Qualifications.** During the Declarant Control Period a board member does not have to be an owner of a lot in the Subdivision. After the Change of Control Date, at least two (2) of the Board Members shall each be the owner of a lot in the Subdivision.
- 3.4 **Board Meetings and Special Meetings.** The Board of Directors shall have at least one meeting per year. The Board of Directors may meet as often as they see fit, and as required by law or the Articles for purposes of approving annual reports, tax returns, reviewing fiscal and budgetary reports and similar matters. Board of Directors meetings will be closed for "executive or exigent agenda items" as determined by the Board of Directors. Such items may include, but not limited to, legal matters, personnel discussions or for real estate property deliberations.

Special Meetings may be called by the Chairman of the Board of Directors or by a majority of the Board of Directors by giving notice to the other Board members. Notice of meetings of the Board of Directors will be given in writing or by telephone not more than thirty (30) days, and not less than five (5) days prior to the date of the meeting.
- 3.5 **Quorum.** A quorum at a meeting of the Board of Directors will consist of a simple majority of the Board of Directors. Members of the Board of Directors may be counted as present if they are participating in the meeting by telephone. No proxies will be given among members of the Board of Directors. Actions of the Board of Directors may only be taken by formal action of the Board of Directors, and no individual Director shall have the authority to act on behalf of the Association in his or her capacity as a Director.
- 3.6 **Compensation.** The Board of Directors shall serve without compensation, provided that their reasonable out of pocket expenses for HOA business, including the costs of attending Board of Directors meetings held outside of the HOA area, may be reimbursed by the HOA.
- 3.7 **Resignation or Removal.** Any Director may resign at any time. Any Director may be removed prior to the end of his or her term of office by an affirmative vote of the Members. Three (3) consecutive, unexcused absences from the Board of Directors meetings shall constitute reason for removal.
- 3.8 **Vacancies.** Vacancies on the Board of Directors may be filled by appointment of a successor by the remainder of the Board of Directors, provided that any such appointee will be confirmed or rejected at the next regular meeting of the Members. Any such Director is to fill the balance of the vacant term which he or she has filled, and may stand for election at the expiration of that term.
- 3.9 **Informal Action by Directors.** The Directors may take any action they could take in a formal meeting without a formal meeting, provided that the action taken is authorized in advance in writing signed by a majority of the Board of Directors, and further provided that all of the Directors must have been given an opportunity to approve or reject the action. The Directors may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board of Directors meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.
- 3.10 **Standing Committee and Ad Hoc Committees.** The Directors may take action to form Standing Committees or Ad Hoc Committees for the purpose of addressing specific issues or concerns of the HOA. Such committees will report to the Board of Directors and shall be time limited in their service. All committees will be reviewed for completion of duties and "sun setting" on an annual basis.

A member of the Board of Directors will chair any Standing Committee whereas Ad Hoc Committees may be formed and chaired by anyone selected by the Board of Directors.

ARTICLE IV

OFFICERS

- 4.1 **Number.** The Officers of the HOA shall consist of a President, Secretary and Treasurer. The Board of Directors may also appoint any other officers, standing or ad-hoc committee chairs as it deems appropriate.
- 4.2 **Appointment, Tenure.** The Officers, as members of the Board of Directors, will be elected at their annual meeting and will serve for a three year term.
- 4.3 **Qualifications.** All Officers must be Members of the Board of Directors.
- 4.4 **Duties of the President of the Board.** The President of the Board shall preside at meetings of the Board and at meetings of the Members. He/She may sign, on behalf of the HOA, all legal documents approved by the Board of Directors, including deeds and mortgages and other contracts and shall have such other powers and responsibilities assigned to him/her in the CC&Rs or the Bylaws. In the event that the President of the Board resigns or is removed from office, he/she will still retain his position as a Director until such time as he/she is removed by the Members or resigns as a Director.
- 4.5 **Duties of the Secretary.** The Secretary is responsible to keep accurate records of the Members of the Association and the transfer of their interests to others, to keep minutes at the meeting of the HOA and Board of Directors, and cause notice of any meetings to be issued as called for in these Bylaws, to file annual reports, and to perform all other assignments designated to the Secretary by the Board of Directors.
- 4.6 **Duties of the Treasurer.** The Treasurer shall be responsible for keeping the accounts of the HOA and shall perform all other assignments designated to the Treasurer by the Board of Directors.
- 4.7 **Resignation or Removal.** Any Officer may resign at any time. Any Officer may be removed by a majority vote of the Board of Directors prior to the end of his or her term of office by an affirmative vote of the Members.

ARTICLE V

INDEMNIFICATION

- 5.1 **Indemnification Against Third Party Actions.** The HOA shall defend and indemnify the Board of Directors and Officers against actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Directors to the fullest extent provided under Utah law. This shall include all civil, administrative, criminal, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of board and officer insurance premiums, reasonable attorney's fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment.
- 5.2 **Indemnification Against Member Actions.** The HOA shall defend and indemnify the Board of Directors against all actions, claims and suits brought by Members of the Association against them individually which arise from the exercise of their obligations and duties as Directors and Officers to the fullest extent provided under Utah law. This shall include all civil, administrative, criminal or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorney's fees incurred in

the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment.

5.3 **Request for Indemnification.** When any Director or Officer of the HOA receives notice of any action referred to above, he or she must give notice to the President of the Board and to the Board of Directors, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board of Directors, in the case of an action against an officer or employee, or against a single Director, may vote to indemnify the officer, employee or Director. In the event that the action is against the Board of Directors as a whole, or names more than a single Director individually, and the claim is entirely covered by and within the policy limits of the HOA's insurance coverage, the Board of directors may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board of Directors may not agree to indemnify itself without presenting the matter to the HOA Members for a vote at a special meeting called for that purpose.

5.4 **Liability Insurance.** The Board of Directors shall cause the HOA to purchase (i) liability insurance and property insurance as required by §57-8a-403 of the CAA or (ii) other insurance determined to be necessary by the Board as permitted by §57-8a-404 of the CAA, including insurance to specifically cover the indemnity obligations described above.

ARTICLE VI

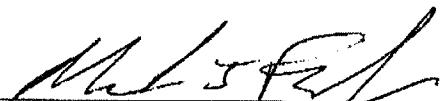
AMENDMENT

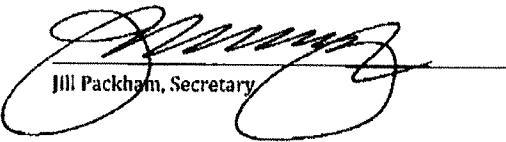
6.1 **Amendment of any Prior Bylaws; Conformity with the URNCA.** These Bylaws shall amend and replace all other Bylaws, if any, heretofore entered into and executed for the HOA. These Bylaws shall comply with the terms and provisions of the URNCA and the CAA and any and all actions necessary to do so shall be taken, including, without limitation, providing that the terms "Directors" and "Board of Directors" contained herein shall, to the extent necessary, be deemed "Trustees" and "Board of Trustees," respectively, under the URNCA, or Directors or Board of Directors under the CAA.

6.2 **Amendment.** These Bylaws may be amended by the Members of the HOA from time to time by a majority vote of the Members present at a meeting called for that purpose. Notification to Members of proposed Bylaws revisions must be received at least 14 calendar days before the meeting called for the purpose of amending said Bylaws.

6.3 **Roberts Rules of Order.** In so far as possible, Roberts Rule of Order will prevail as the procedural guideline for conducting meetings of the Board of Directors and/or HOA.

ADOPTED THIS 7 DAY OF December, 2012.


Mark J. Fischer, President


Jill Packham, Secretary

CONSENT TO RECORD

The undersigned, U.S. Bank National Association, a national banking association, holder of a deed of trust on the property subject hereto, does hereby consent to the recordation of this Declaration of Covenants, Conditions and Restrictions for North Meadow Subdivision at High Star Ranch and hereby subordinates the lien of its trust deed to the same.

U.S. Bank National Association

By: Stefanie Wilson
Its Vice President

STATE OF UTAH }
COUNTY OF Summit } ss.
 }

On the 30 day of November, 2012, personally appeared before me Stefanie Wilson, signer of the above Consent to Record, who being duly sworn, did say that she is the Vice President of U.S. Bank National Association, a National Banking Association, and that the Consent to Record was signed in behalf of said Bank under authority granted by its Board of Trustees, and said Stefanie Wilson duly acknowledged to me that said Bank executed the same.

Mark Thelander

Notary Public
Residing at: 1514 Park Ave
Park City, UT 84060

My Commission Expires:

3/10/2015

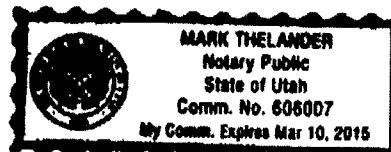


EXHIBIT G

Subsidy Agreement

LIMITED SUBSIDY AGREEMENT

This Limited Subsidy Agreement (this "Agreement") is entered into between Tri Star 2005, L.L.C., a Utah limited liability company ("Developer"), and HSR North Meadow Association, Inc., a Utah nonprofit corporation ("HOA"), as of and effective Dec 7, 2012, with reference to the following facts and circumstances:

RECITALS

A. Developer has recorded and is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for North Meadow Subdivision at High Star Ranch (the "Subdivision"), recorded in the Official Records of the Recorder of Summit County, Utah (the "Neighborhood Declaration").

B. Developer and the HOA (collectively, the "Parties") desire to enter into this Agreement to establish a program whereby Developer shall provide for the payment of Developer's appropriate share, as the Owner of any platted or unplatted Residential Lot in the Subdivision, of the costs and expenses of the Subdivision by paying all of the "Deficiencies" (defined below), pursuant to the terms and conditions set forth below and by its payments hereunder eliminate the need for a Special Assessment during the term hereof (other than Special Assessments approved by the Board and, if necessary, by Owners, for Capital Improvement Assessments, insurance policy deductibles, underinsured losses or uninsured losses, during the term hereof).

Now therefore, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. Definitions. Except as otherwise defined in this Agreement, the terms used herein shall have the same meaning as the meanings attributed thereto in the Master Declaration. The following terms shall have the meaning set forth herein:

(a) "Deficiencies" means, for each Fiscal Year, the difference between (i) the cumulative total amount of the expenses related to the Subdivision which are incurred by the HOA (including, without limitation, all real property ad-valorem taxes and Reserve Expenses), for such Fiscal Year for the period, commencing in the first such Fiscal Year, on the Starting Date and in each subsequent Fiscal Year, on the first day of such Fiscal Year and ending on the last day of the calendar month preceding the month in which such payment is made, and (ii) the cumulative total amount of Assessments (including all Common Assessments, Specific Assessments, Special Assessments and Capital Improvement Assessments) for such Fiscal Year payable to the HOA by Owners other than Developer for the same period plus all other amounts payable to the HOA for the same period. No provision of this definition, when used hereinafter, shall entitle Developer to pay less than a full pro-rata share of the Reserves (as a line item shown on the Association's annual budget) for platted or unplatted Residential Lot in the subdivision Unit owned by Developer for the time period during the Fiscal Year for which the Developer owned the Residential Lot.

(b) "Starting Date" means the date on which the first grant deed is recorded after the date hereof which conveys a Residential Lot owned by Developer excluding any deed which conveys the entire interest in the Subdivision then owned by Developer.

3. Payment of Deficiencies. Developer agrees to pay, on or before the 10th day of each month during the term hereof, the Deficiencies other than the Reserve Expenses; provided, however, Developer's obligation to make such payments shall arise only after all amounts received by the HOA as of the end of the prior month (except for any revenues which the HOA is otherwise obligated to apply that towards a future expense), have been applied against the expenses incurred by the HOA in that Fiscal Year as of the end of the prior month and provided further that the first payment to be made by Developer hereunder shall include payment for Deficiencies other than the Reserves arising between the Starting Date and the last day of the first calendar month following the Starting Date. Developer shall pay that part of the Deficiencies which are Reserves on or before the last business

day of the Fiscal Year. No provision of this Paragraph 2 nor any provision of this Agreement shall entitle Developer to pay less than a full pro-rata share of the Reserves for each platted and unplatted Residential Lot in the Subdivision owned by Developer. Developer shall be entitled to a credit against the amount of Reserves for any Reserve Expenses paid by Developer as part of the Deficiencies during the Fiscal Year. Within 60 days after the end of the Fiscal Year in which the term of this Agreement terminates, the HOA shall reimburse Developer for the amount, if any, by which the total of all sums paid by Developer during such Fiscal Year to the HOA as and for the Deficiencies and Assessments exceeds the cumulative total amount of Assessments which would otherwise have been payable by Developer for such Fiscal Year in the absence of this Agreement with respect to a platted or unplatted Residential Lot in the Subdivision owned by Developer.

3. Assignment. Provided that any such delinquency shall have been paid by Developer hereunder, the HOA hereby assigns to Developer each and every right of the HOA to pursue any of its remedies against an Owner who has not paid an Assessment to the HOA and shall execute such further documentation as Developer shall reasonably request from time to time to perfect the assignment given herein.

4. Term. The term of this Agreement shall commence on the Starting Date and shall terminate on the earlier to occur of (a) the date upon which Developer shall convey the last Residential Lot in the Subdivision that it owns or (b) the date which is the last day of the Fiscal Year of the HOA following the date upon which Developer elects, by written notice to the HOA, to terminate this Agreement. This means that the Developer may elect in any Fiscal Year, including the first year, to terminate this Agreement by giving prior written notice to the HOA.

5. Effect of Limited Subsidy Agreement Upon Developer's Assessment Obligations. Provided Developer shall not be in default in the performance of any of its obligations hereunder, Developer shall not be required to pay to the HOA the Common Assessments attributable to any platted or unplatted Residential Lot in the Subdivision owned by Developer pursuant to the terms and provisions of the Master Declaration. In the event Developer shall default in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days after notice of default is given to Developer by the HOA, (a) Developer's obligations to pay to the HOA the Common Assessment attributable to the platted or unplatted Residential Lot in the Subdivision owned by Developer shall resurface, (b) Developer's default hereunder shall be deemed a default in the payment of Common Assessments under the Master Declaration, which default shall be deemed to have occurred on the date of expiration of the grace period set forth herein, and (c) the HOA shall have the right to exercise each and all of the rights and remedies set forth herein and in the Master Declaration with respect to the non-payment of the Common Assessment by Developer as owner of a platted or unplatted Residential Lot and as provided under the Instructions regarding the Deficit Security; provided, however, that notwithstanding Developer's failure to cure any default hereunder within the time period specified, Developer shall have the right thereafter to cure such default, and upon so doing, Developer may notify the HOA of Developer's intention thereafter to comply with the terms of this Agreement and, in which case all of the rights, duties and obligations of Developer and the HOA hereunder shall continue unabated and any Common Assessments paid by Developer shall be treated as having been paid with respect to Developer's obligations under this Agreement.

6. Miscellaneous.

(a) Notices. Delivery of all notices described in this Agreement shall be made by overnight or same-day commercial delivery service or by United States mail, certified or registered, postage prepaid. All such notices shall be deemed delivered, given and received: (a) the day of sending via same-day commercial delivery service; (b) the following business day after sending via overnight commercial delivery service; or (c) three (3) calendar days after deposit in the United States mail. All such notices shall be addressed as follows:

If to the HOA:

HSR North Meadow Neighborhood Association, Inc.
1790 Bonanza Drive, Suite 250
P.O. box 682981
Park City, Utah 84068
Attn: President

If to Developer:

Tri Star 2005, L.L.C.
1790 Bonanza Drive, Suite 250
P.O. Box 682981
Park City, Utah 84068
Attn: Mark Fischer

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such notice is received, the last address and addressee stated by notice, or as provided herein if no notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

(b) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or of any other provisions hereof.

(c) Merger. All understandings and agreements heretofore had between the parties respecting the subsidization contemplated by this Agreement are merged by this Agreement and the exhibits attached hereto, all of which fully and completely express the agreement of the parties. There are no agreements except as specifically set forth in this Agreement or to be set forth in the instruments or other documents delivered or to be delivered hereunder.

(d) Amendments. Except as provided in subparagraph 7(a), above, no change in or addition to, or waiver or termination of this Agreement or any part thereof shall be valid unless in writing and signed by or on behalf of each of the parties hereto.

(e) Paragraph Headings. The paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

(f) Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and each of their respective successors and assigns.

(g) Severability. Every provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this Agreement.

(h) Delivery of Limited Subsidy Agreement and Instructions. Developer shall furnish the HOA with an executed copy of this Agreement.

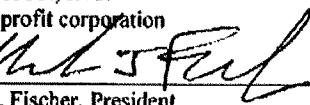
(i) Governing Law. This Agreement shall be construed and governed by the laws of the State of Utah. Any action to interpret or enforce this Agreement shall be commenced in Summit County, State of Utah.

(j) Counterparts. This Agreement and Instructions may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties hereto have executed this Limited Subsidy Agreement as of the date first above written.

"HOA"

HSR NORTH MEADOW NEIGHBORHOOD
ASSOCIATION, INC.
a Utah nonprofit corporation

By: 
Mark J. Fischer, President

"DEVELOPER"

TRI STAR 2005, L.L.C.,
a Utah limited liability company

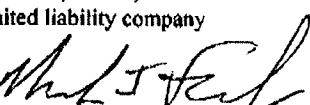
By: 
Mark J. Fischer, Manager

EXHIBIT F

Initial Assessment Percentage

Assessment Percentages

Currently Platted Residential Lots in Phase 1

Lot 1	7.6924%
Lot 2	7.6923%
Lot 8	7.6923%
Lot 13	7.6923%

Currently Unplatted Residential Lots In Phase 2

Lot 3	7.6923%
Lot 4	7.6923%
Lot 5	7.6923%
Lot 6	7.6923%
Lot 7	7.6923%
Lot 9	7.6923%
Lot 10	7.6923%
Lot 11	7.6923%
Lot 12	7.6923%