

When Recorded, Mail to:

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Kamas, Utah 84036

Rhonda Francis Summit County Recorder
03/24/2023 04:25:27 PM Fee \$234.00
By FIRST AMERICAN - PARK CITY
Electronically Recorded

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
HSR RESIDENTIAL SUBDIVISIONS
AT HIGH STAR RANCH**

THIS FIRST AMENDMENT TO THE 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 that certain real property in Summit County, Utah, to the original Declaration of Covenants, Conditions and Restrictions for Ranch Cabin Subdivision at High Star Ranch, recorded on February 22, 2013, as Entry 00964121, in Book 2172, at Page 0622, 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 "HSR Residential Subdivisions").

B. Declarant amended, restated and superseded the Original Declaration by adopting the Amended and Restated Declaration of Covenants, Conditions and Restrictions for HSR Residential Subdivisions at High Star Ranch and recording it in the office of the Summit County Recorder on December 11, 2018, as Entry No. 01103010, at Book 2489, Page 1751 (the "Restated Declaration").

C. The High Star Residential Subdivisions are all still in the Declarant Control Period as described in the Original Declaration and the Restated Declaration, and in connection with the merger of the HSR Ranch Cabin and future developments into the HSR Residential Subdivisions, Declarant desires to further amend the Restated Declaration pursuant to the provisions of Section 10.6 thereof by clarifying, adding, deleting or restating the provisions of the Restated Declaration as follows.

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

Article 1.3 shall be deleted and replaced in its entirety with the following:

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 (as those terms are defined herein), including future residential developments and those that were formerly part of the HSR Ranch Cabin subdivision. 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.

ARTICLE 2

The Definition of “Common Elements” shall be deleted and replaced in its entirety with the following:

“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, with the exception of roofs, exterior finishes and shared driveways, all 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.

ARTICLE 3

Section 3.3(c) shall be deleted and replaced in its entirety with the following:

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 on 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 on the books of the Association. Pursuant to Section 3.32 of the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for High Star Ranch, a Planned Unit Development, a reinvestment fee in the amount of .5% of the value of the property shall be collected and paid to the Master Association upon transfer of title to each Residential Lot, to be placed in the Master Association's reserve account for the benefit of the property that is subject to this Declaration, including but not limited to, payment for future road work and maintenance and/or other purposes described in Utah Code Ann. Section 57-1-46.

Section 3.14 shall be deleted and replaced in its entirety with the following:

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 all 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 will change as additional Residential Lots are added to the Association by development or merger and 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.

ARTICLE 5

Article 5.1(b) shall be deleted and replaced in its entirety with the following:

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 adjacent Improvements on such Residential Lots, including, without limitation, the cleaning, resurfacing, snow removal, sanding and salting thereof;

ARTICLE 11

Article 11 shall be deleted and replaced in its entirety with the following:

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 the 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 and appropriate to reflect the different character of the added properties, including the creation of separate cost centers for the assessment of expenses among the additional parcels or subdivisions, consistent with the overall scheme of this Declaration.

All other provisions of the Restated Declaration remain in full force and effect.

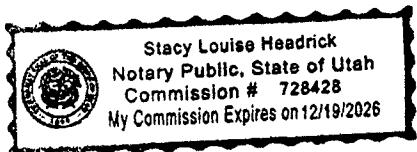
23 IN WITNESS WHEREOF, Tri Star 2005, L.L.C., has executed this Declaration this day of February, 2023.

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 23 day of February, 2023, 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.



Stacy Louise Headrick
Notary Public

Exhibit "A"

ALL PROPERTY WITHIN **NORTH MEADOW PHASE 1 AMENDED**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. NM-1-1-AM, NM-1-2-AM, NM-1-8-AM, NM-1-13-AM

ALL PROPERTY WITHIN **NORTH MEADOW PHASE 2 AMENDED**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. NM-2-3-AM, NM-2-4-AM, NM-2-5-AM, NM-2-6-AM, NM-2-7-AM, NM-2-9-AM, NM-2-10-AM, NM-2-11-AM, NM-2-12-AM

ALL PROPERTY WITHIN **SPRING HILL AT HIGH STAR RANCH PHASE 1**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial No. SHHSR-1-10

ALL PROPERTY WITHIN **SPRING HILL AT HIGH STAR RANCH PHASE 3**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial No. SHHSR-3-11

ALL PROPERTY WITHIN **SPRING HILL AT HIGH STAR RANCH PHASE 4**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. SHHSR-4-1, SHHSR-4-2, SHHSR-4-3, SHHSR-4-4, SHHSR-4-5, SHHSR-4-6, SHHSR-4-7, SHHSR-4-8, SHHSR-4-9, SHHSR-4-10, SHHSR-4-11, SHHSR-4-12, SHHSR-4-13, SHHSR-4-14, SHHSR-4-15, SHHSR-4-16, SHHSR-4-17, SHHSR-4-18

ALL PROPERTY WITHIN **THORN CREEK PHASE 1**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-1-47, THORNC-1-48, THORNC-1-49, THORNC-1-50, THORNC-1-51, THORNC-1-53

ALL PROPERTY WITHIN **THORN CREEK PHASE 2**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-2-45, THORNC-2-46, THORNC-2-54, THORNC-2-55, THORNC-2-56

ALL PROPERTY WITHIN THORN CREEK PHASE 3 – FIRST AMENDMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-3-43-AM, THORNC-3-44-AM, THORNC-3-57-AM, THORNC-3-58-AM, THORNC-3-59-AM, THORNC-3-60-AM

ALL PROPERTY WITHIN THORN CREEK PHASE 4, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-4-41, THORNC-4-42, THORNC-4-61, THORNC-4-62

ALL PROPERTY WITHIN THORN CREEK PHASE 5 AMENDMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-5-35-AM, THORNC-5-36-AM, THORNC-5-37-AM, THORNC-5-38-AM, THORNC-5-39-AM, THORNC-5-40-AM

ALL PROPERTY WITHIN THORN CREEK PHASE 6, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-6-19, THORNC-6-20, THORNC-6-21, THORNC-6-22, THORNC-6-23, THORNC-6-24, THORNC-6-25, THORNC-6-26

ALL PROPERTY WITHIN THORN CREEK PHASE 7, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-7-12, THORNC-7-13, THORNC-7-28, THORNC-7-32, THORNC-7-33, THORNC-7-34

ALL PROPERTY WITHIN THORN CREEK PHASE 8, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-8-14, THORNC-8-15, THORNC-8-16, THORNC-8-17, THORNC-8-18, THORNC-8-27

ALL PROPERTY WITHIN THORN CREEK PHASE 9 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-9-1-AM, THORNC-9-2-AM, THORNC-9-29-AM, THORNC-9-30-AM, THORNC-9-31-AM

ALL PROPERTY WITHIN THORN CREEK PHASE 10, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. THORNC-10-3, THORNC-10-4, THORNC-10-5, THORNC-10-6, THORNC-10-7, THORNC-10-8, THORNC-10-9, THORNC-10-10, THORNC-10-11

ALL PROPERTY WITHIN **WESTERN CABINS**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. WSTRNC-14, WSTRNC-15, WSTRNC-16

ALL PROPERTY WITHIN **RANCH CABIN PHASE 1A**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. RCS-1A-1, RCS-1A-2

ALL PROPERTY WITHIN **RANCH CABIN PHASE 1B**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. RCS-1B-3, RCS-1B-4

ALL PROPERTY WITHIN **RANCH CABIN PHASE 2A**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. RCS-2A-7, RCS-2A-8

ALL PROPERTY WITHIN **RANCH CABIN PHASE 2B**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. RCS-2B-9, RCS-2B-10

ALL PROPERTY WITHIN **RANCH CABIN PHASE 2C**, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, STATE OF UTAH.

Tax Serial Nos. RCS-2C-5, RCS-2C-6