

When Recorded Return to:

MORRIS DEVOE
7070 South Union Park Avenue Suite 220
Midvale, UT 84047

**FIRST AMENDMENT
TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR STAR HARBOUR ESTATES**

&

BY-LAWS OF STAR HARBOUR ESTATES HOMEOWNERS ASSOCIATION, INC.

RECITALS

- A. Certain real property in Wasatch County, Utah, known as Star Harbour Estates, a Utah Subdivision and planned unit development, is or was subjected to certain covenants, conditions, and restrictions and plats, as set forth in paragraphs B through F, below.
- B. Declarant, Blue Ledge Corporation, Inc., previously executed that certain document entitled Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates dated May 3, 2001, which was recorded in the Office of the Wasatch County Recorder on June 7, 2001, as Entry No. 233951 in Book 506 at Pages 675 through 709.
- C. A Record of Survey Plat of Star Harbour Estates was recorded in the Office of the Recorder of Wasatch County, Utah on June 7, 2001, as Entry No. 233950 in Book 506 at Pages 655-674.
- D. An Amended and Restated Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates and Bylaws of Star Harbour Estates Homeowners' Association, Inc., dated August 16, 2001, which was recorded in the office of the Wasatch County Recorder on August 20, 2001, as Entry No. 236098 in Book 517 at Pages 421 through 458 inclusive.
- E. On August 14, 2001, that certain First Amended Record of Survey Plat of Star Harbour Estates was recorded in Book 516 at Pages 692-711 in the Office of the Recorder of Wasatch County, Utah as Entry No. 235915.
- F. On November 12, 2008, the Association caused to be recorded the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Star Harbour Estates, a Utah Subdivision (the "**Second Amended Declaration**") in the Office of the Wasatch County Recorder as Entry No. 341641 in Book 976 at Pages 1560-1592.
- G. On October 13, 2010, the Owners of Lot 10 caused to be recorded in the Office of the Wasatch County Recorder the Record of Condominium Map. First Amended Lot 10. First Amended Star Harbour Estates, Alpine Condominiums of Jordanelle. a Utah Condominium Project as Entry No. 363463 in Book 1022 at Pages 639-668.

- H. On October 13, 2010, the Owners of Lot 10 caused to be recorded in the Office of the Wasatch County Recorder the Declaration of Condominium for Alpine Condominiums of Jordanelle as Entry No. 363464 in Book 1023 at Pages 669-716.
- I. On August 8, 2017, a survey plat of Star Harbour Estates First Amended — Amending Lot 34 was recorded as Entry No. 442155 in Book 1199 at Pages 1857-1866.
- J. A Star Harbour Estates Lots 8 & 9 Amended plat will be recorded contemporaneously with this First Amendment to the Second Amended And Restated Declaration Of Covenants, Conditions, and Restrictions for Star Harbour Estates & By-Laws of Star Harbour Estates Homeowners Association, Inc., ("First Amendment"). The approval and recording of the Lots 8 & 9 Amended Plat is a condition of the recording of this First Amendment.
- K. This First Amendment is adopted to effectuate a solution to existing discrepancies in CC&R's regarding Lots 8 and 9.

NOW THEREFORE, in consideration of the foregoing Recitals, the Association hereby executes this First Amendment, which shall be effective as of the date of its recording in the office of the Wasatch County Recorder.

AMENDMENT

1. Article I, Section 1.7 of the Second Amended Declaration is amended to replace the existing language with:

1.7 "Condominiums" shall mean and refer to the Alpine Condominiums of Jordanelle, and the structures and land sited on Lot 10, as depicted on the Lot 10 Plat.

(Existing Language — For Reference Only)

1.7 "Condominiums" shall mean and refer to the Alpine Condominiums of Jordanelle, and the structures and land sited on former Lots 8, 9 and 10 in the Amended Survey Plat.

2. Article I, Section 1.13 of the Second Amended Declaration is amended to replace the existing language with:

1.13 "Dwelling" shall mean the single family residential structure built or to be built on each Lot, and with respect to Lot 10, the term shall mean the two-unit residential condominium structure built on that Lot.

(Existing Language — For Reference Only)

1.13 "Dwelling" shall mean the single family residential structure built or to be built on each Lot, except for former Lots 8, 9 and 10, and with respect to former Lots 8, 9 and 10, the term shall mean the residential condominium structures of the Alpine Condominiums at Jordanelle built on those Lots.

3. The first sentence of Article I, Section 1.17 of the Second Amended Declaration is amended to replace the existing language with:

"Lot" shall mean and refer to any of the 35 separately numbered and individually described residential lots as shown on the Amended Plat, which residential lots are designed and intended for use and occupancy as a single family residence, except for Lot 10, which is designed and intended for a two-unit condominium.

(Existing Language with Amended Sentence Underlined – For Reference Only)

1.17 "Lot" shall mean and refer to any of the 32 separately numbered and individually described residential lots as shown on the Plat, which residential lots are designed and intended for use and occupancy as a single family residence, and the parcel created by the vacation of Lots 8, 9, and 10 to create the Alpine Condominiums of Jordanelle. Lot B, Lot C and the Parcel 2 Detention Pond, as shown on the Plat, shall not be included within the definition of "Lot," unless this Declaration and the Plat are amended to identify all or any portion of Lot B, Lot C or the Parcel 2 Detention Pond as numbered residential lots.

4. The first two sentences of Article III, Section 3.3 of the Second Amended Declaration are amended to replace the current sentences with:

The Owner of each Lot shall be entitled to (1) vote for each Lot owned. The owners of Alpine Condominiums of Jordanelle shall be entitled to (1) vote to be voted by the Alpine Condominiums of Jordanelle Owners Association, Inc.

(Existing Language with Amended Sentence Underlined – For Reference Only)

3.3 Votes. The Owner of each Lot, other than the vacated Lots 8, 9 and 10, shall be entitled to one (1) vote for each Lot owned. The Owners of Alpine Condominiums of Jordanelle shall be entitled to three (3) votes to be voted by the Alpine Condominiums of Jordanelle Owners Association, Inc. The number of votes appurtenant to each Lot shall be permanent and shall not change. In the event that there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Lot concerned, unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote pertaining to any such Lot shall not be counted for any purpose whatsoever, other than to determine the existence of a quorum. Except as otherwise expressly set forth in this Declaration or in the Bylaws, all decisions by the Owners shall be effected by a majority vote of all the Owners.

5. Article IV. Section 4.2 of the Second Amended Declaration is amended to replace the existing language with:

4.2 Estate of an Owner. The Project is hereby divided into the 35 residential Lots, including Lot 10 which is the Alpine Condominiums of Jordanelle, and also Lot B, Lot C and the Parcel 2 Detention Pond, as identified on the Plat, each consisting of fee simple interests.

(Existing Language – For Reference Only)

4.2 Estate of an Owner. The Project is hereby divided into the 32 residential Lots, the Alpine Condominiums of Jordanelle and also Lot B, Lot C and the Parcel 2 Detention Pond, as identified on the Plat, each consisting of a fee simple interest.

6. Article V, Section 5.2.2 of the Second Amended Declaration is amended to replace the last sentence of this section with:

The effect of such apportionment shall be that the percentage of Common Expenses apportioned to each single family Lot shall be equal and the portion of the Common Expenses apportioned to all of the Alpine Condominiums of Jordanelle shall be the same as the portion allocated to a single family Lot.

(Existing Language with Amended Sentence Underlined – For Reference Only)

5.2.2 Apportionment. Common Expenses shall be apportioned among and assessed to all Lots and their Owners in accordance with the following formula: The portion of the Common Expenses assessed to each Lot shall be a fraction, the numerator of which is the number of votes allocated to such Lot for purposes of voting at any meeting of the Association, and the denominator of which is the total of all of the votes allocated to all of the Lots within the Project for voting at a meeting of the Association. The effect of such apportionment shall be that the percentage of Common Expenses apportioned to each single family Lot shall be equal, and the portion of the Common Expenses apportioned to all of the Alpine Condominiums of Jordanelle shall be three (3) times as much as the portion allocated to the single family Lots.

7. The second sentence of Article II, Section 2.8 of the Bylaws is amended to replace the existing sentence with:

The Alpine Condominiums at Jordanelle Owners' Association, Inc. shall be entitled to one (1) vote and the owners of the Condominium Units shall not be entitled to vote.

(Existing Language with Amended Sentence Underlined -- For Reference Only)

2.8 Voting Rights. With respect to each matter presented to the Members, including the election of Trustees, each Member who owns a Lot shall be entitled to cast one vote for each Lot that such Member owns on all matters presented to the Members for approval. The Alpine Condominiums of Jordanelle Owners' Association, Inc. Shall be entitled to six (6) votes. If a Lot is owned by more than one person or entity, then such persons or entities must decide among themselves how the vote for such Lot shall be cast. In the event that a Lot is owned by multiple owners and only one of the multiple owners is present at a meeting, the other multiple owners who are not present shall be deemed to have consented to the owner who is present voting the interests of that Lot. In the event of Lots held subject to trust deeds or mortgages, the trustor or mortgagor will be entitled to vote, and the lender shall have no right to vote; provided however, that when a lender has taken possession of any Lot, the lender shall be deemed to have succeeded to the interest of the trustor or mortgagor, and shall then be entitled to cast the vote.

8. The second sentence of Article III, Section 3.1 of the Bylaws is amended to add the words "as amended" after the words "Restated Declaration of Covenants. Conditions and Restrictions of Star Harbour Estates" and before the parenthetical "(the "Second Amended Declaration")"

(Existing Language with Amended Sentence Underlined -- For Reference Only)

3.1 General Powers. The Board of Trustees shall have authority to manage and control the property and affairs of the Association. The Board of Trustees may exercise all powers conferred upon them by law, by the Articles of Incorporation, by these By-Laws and by the terms of the Second Amended and Restated Declaration of Covenants. Conditions and Restrictions of Star Harbour Estates (the "Second Amended Declaration"), provided however, that those powers which are specifically reserved to the Members in these By-law or in the Articles of Incorporation shall be exercised only by the Members. The Board may delegate its powers to officers, managers, or to such others as are appropriately delegated.

IN WITNESS THEREOF, I certify that the vote required by Article XII, Section 12.7 of the Second Amended Declaration and the vote required by Article VI of the Bylaws has occurred for the approval of this FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STAR

HARBOUR ESTATES. A UTAH SUBDIVISION & BY-LAWS OF STAR HARBOUR
SETATES HOMEOWNERS ASSOCIATION. INC., as of the day and year written below.

DATED as of the 11 day of DECEMBER, 20 23.

**STAR HARBOUR ESTATES HOMEOWNERS'
ASSOCIATION**

By: *Craig J. Libby*

Name: Craig J. Libby

Its: PRESIDENT, STAR HARBOUR ESTATES HOMEOWNERS ASSOCIATION

STATE OF UTAH)
Summit) ss.
COUNTY OF WASATCH)

On this 11th day of December, 2023, personally appeared before me
Craig Libby, whose identity is personally known to me.
(Name of Document Signer)

(proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that
he/she is the PRESIDENT, of the Star Harbour Estates
(Title or Office)

Homeowners' Association and that said document was signed by him/her on behalf of the
Association with all necessary authority, and acknowledged to me that said Association executed
the same.

[Signature]
Notary Public



HARBOUR ESTATES. A UTAH SUBDIVISION & BY-LAWS OF STAR HARBOUR
SETATES HOMEOWNERS ASSOCIATION. INC.. as of the day and year written below.

DATED as of the 11 day of December, 2023.

**STAR HARBOUR ESTATES HOMEOWNERS'
ASSOCIATION**

By: [Signature]
Name: John McAndrew
Its: VP, Starharbour Estates

STATE OF UTAH)
 Summit ss.
COUNTY OF WASATCH)

On this 11 day of December, 2023, personally appeared before me
John McAndrew, whose identity is personally known to me.

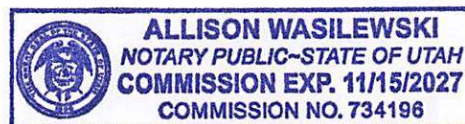
(Name of Document Signer)

(proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that
he/she is the VP, Starharbour Estates, of the Star Harbour Estates

(Title or Office)

Homeowners' Association and that said document was signed by him/her on behalf of the
Association with all necessary authority, and acknowledged to me that said Association executed
the same.

[Signature]
Notary Public



HARBOUR ESTATES. A UTAH SUBDIVISION & BY-LAWS OF STAR HARBOUR
SETATES HOMEOWNERS ASSOCIATION. INC., as of the day and year written below.

DATED as of the 11 day of December, 20 23

**STAR HARBOUR ESTATES HOMEOWNERS'
ASSOCIATION**

By: [Signature]
Name: JILL ZITER
Its: Secretary, Star Harbour Estates HOA

STATE OF UTAH)
Summit) ss.
COUNTY OF WASATCH)

On this 11th day of December, 2023, personally appeared before me
Jill Ziter, whose identity is personally known to me.

(Name of Document Signer)

(proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that
he/she is the Secretary, of the Star Harbour Estates

(Title or Office)

Homeowners' Association and that said document was signed by him/her on behalf of the
Association with all necessary authority, and acknowledged to me that said Association executed
the same.

[Signature]
Notary Public



ALLISON WAGLENSKI
NOTARY PUBLIC-STATE OF UTAH
COMMISSION EXPIRATION
COMMISSION NO. 134198



EXHIBIT A

LEGAL DESCRIPTION

The real property located in Star Harbour Estates, a Utah Subdivision, as shown in the Plats recorded in the Wasatch Recorder's office, more particularly described as follows:

LEGAL DESCRIPTION

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder.

0HB-0001, 0HB-0002, 0HB-0003, 0HB-0004, 0HB-0005, 0HB-0006, 0HB-0007, 0HB-0008, 0HB-0009, 0HB-0010, 0HB-0011, 0HB-0012, 0HB-0013, 0HB-0014, 0HB-0015, 0HB-0016, 0HB-0017, 0HB-0018, 0HB-0019, 0HB-0020, 0HB-0021, 0HB-0022, 0HB-0023, 0HB-0024, 0HB-0025, 0HB-0026, 0HB-0027, 0HB-0028, 0HB-0029, 0HB-0030, 0HB-0031, 0HB-0032, 0HB-0033, 0HB-0034, 0HB-0035

Lot B, Overhead Utilities Easement, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder.

0HB-000B

Detention Pond, STAR HARBOUR ESTATES, First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder. 0HB-0DTP

Lot C, Open Space Parcel. STAR HARBOUR ESTATES. First Amended, according to the official plat thereof on file and of record in the office of the Wasatch County Recorder. 0HB-0OPN