

RULES, REGULATIONS AND GUIDELINES  
FOR  
HIGH STAR RANCH



Effective March 2019

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# HIGH STAR RANCH HOMEOWNERS ASSOCIATION

General Rules, Regulations and Guidelines  
March 2019 Document, No Other Versions Apply

## WELCOME

Welcome to High Star Ranch! We look forward to having you as a neighbor. As you may know, Planned Home Development living (PUD) is different from living in a typical neighborhood. Here, some of the common areas are shared by the residents. Because of this sharing, community rules are both worthwhile and necessary to insure an expected quality of living for everyone.

Therefore, the High Star Ranch Homeowners Association, Inc. (also referred to as “**HOA**”) has adopted these Rules and Regulations (hereinafter called “**Rules**”) under the authority of the Declaration of Covenants, Conditions, and Restrictions of High Star Ranch, (the “**CC&Rs**”) for the benefit of the members and for the protection of their property. Please note that in the event of any conflict between the CC&Rs and these Rules, the CC&Rs shall control. Owners are encouraged to refer to the CC&Rs as well.

Owners are responsible for compliance with the Rules and, therefore, all High Star Ranch Homeowners are responsible to inform their family members, visitors, guests, and lessees, of these Rules. Residents are encouraged to assist in the enforcement of Association Rules by admonishing violators to comply and by reporting violators to the HOA.

Please be aware that the High Star Ranch Homeowner will be responsible to pay for all costs, damages and/or fines incurred as a result of their, or their tenant’s or guest’s negligence or violation of the Rules. Liens will be filed on damages not paid whether caused by the Owner, family members, visitors, guests, lessees/renters, and/or their pets.

For these purposes, resident shall mean any Owner, tenant or guest residing on the premises. A copy of these Rules and Regulations must be present in each home where occupants other than Owners reside.

**High Star Ranch is a 1,000 plus acre working ranch with agricultural/farming and Ranch activities including privately owned livestock Cows, Horses, and other common Ranch Livestock”, residing on/and about certain areas of the Ranch. High Star Ranch has professionally designed mountain bike trails with separate hiking paths located throughout the Ranch. High Star Ranch is, also, the home of the Dejoria Center where guests enjoy public and private events and concerts. High Star Ranch includes commercial buildings and other areas that may be governed by separate Rules and regulations and all**

**residents/invitees, guests and other visitors of High Star Ranch are expected to abide by the rules, regulations and guidelines herein as well as all posted rules, regulations and guidelines governing each area of the Ranch.**

**High Star Ranch does not permit the use of any motorized vehicles in the Conservation Easement, (mountain bike and walking trails, fenced agricultural and livestock containment areas, outfitter-equestrian and wetlands areas), except for High Star Ranch vehicles used for special events or for maintenance. All roads, paved or unpaved, within High Star Ranch are private property and can be used by licensed vehicles only, which include ATV's, golf carts, dirt bikes, snow mobiles, etc. Drivers of vehicles must meet state and local age and licensing requirements.**

## **RULES REGARDING OWNERS AND TENANTS**

### **Owners and Tenants**

**Required Lease Language**--Owners must include the following language within any lease with their tenant or contract with a Management Company:

*“Tenant (Management Company) acknowledges that (s)he has received and read the Rules and Regulations and accepts them as a legally binding part of this lease agreement. Tenant (Management Company) agrees to abide by the current Rules, Regulations and Guidelines of the High Star Ranch Homeowners Association, as amended from time to time. Owner shall pay all fines explained in the High Star Ranch Homeowners Association Rules and Regulations, if incurred.”*

*“Tenant (Management Company) agrees that the Homeowners Association and/or their Property Management Company, with reasonable notice, may enter Owners’ yards from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the common areas or facilities therein or accessible therefrom. Tenant (Management Company) further agrees that this right of entry may be made at any time, with or without notice, for making emergency repairs therein necessary to prevent damage to the common areas or to another home or homes.”*

Once again, remember that Owners are ultimately responsible for the actions of their tenants or guests and are responsible for any damages or fines resulting from actions of tenants or guests.

## **Lease of a Home**

Any Owner shall have the right to lease his or her home upon such terms and conditions as the Owner may deem advisable subject to the terms outlined herein:

**Rentals are permitted in the Village Neighborhoods, subject to City of Kamas Municipal Code, with some restrictions. Please review your specific neighborhood CC&R's or rules and regulations. Nightly rentals, where allowed, may require the use of a property manager. High Star Ranch will not act as a property manager for your rental**

- Thorn Creek Subdivision home owners are subject to City of Kamas Municipal Code for nightly rentals, of their homes. Home Owners are prohibited from leasing their home, per Kamas City Municipal Code, on a nightly basis for a period of less than thirty (30) days.
- All other residential and commercial areas of High Star Ranch are not Restricted from Nightly Rentals.
- Any such lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the CC&Rs, together with any Bylaws of the HOA, Articles of Incorporation of the HOA, any architectural rules and guidelines and these Rules.
- Such lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Declaration or any Bylaws of the association, Articles of Incorporation or the rules and Regulations of the Association shall constitute a default and such default shall be enforceable by either the Board of Trustees or the lessor, or by both of them.
- All renters must adhere to current home business requirement contained in these Rules.

## **NO EXCESSIVE NOISE, TRAFFIC, NOXIOUS OR OFFENSIVE ACTIVITY**

Excessive noise and traffic are prohibited. Residents are requested to use "good judgment" when playing stereos, MP3 players or the like. when entertaining both outside and inside the home. The Kamas City noise ordinance will be in force. Police will be called after 10:00 p.m. No noxious or offensive activity may be carried on in any home or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners.

No activity shall be conducted on any lot and no improvements constructed on any lot which are, or might be, unsafe or hazardous to any person or party. No open fires shall be lighted on any lot. Contained barbecues are permitted if attended and in use for cooking purposes. Appropriately installed gas fire units are permitted. Fires are permitted within safe and well designated interior fireplaces.

No Firearms shall be discharged upon any lot.

## **DAMAGE AND INDEMNITY**

Each resident is personally responsible for any losses, claims, demands or damages caused by him/her, his/her family, tenant, guests, invitee or pets to any other home, Owner or occupant, common area or facility. Each Owner and occupant hereby agrees to indemnify and hold the HOA harmless from any and all losses, claims, demands, damage or liability arising out of an Owner's or occupant's negligence or violation of these rules.

## **SAFETY/INSURANCE REQUIREMENTS**

### **General Safety**

**Nothing shall be done or kept in any home or in the common areas which will increase the rate of insurance of the HOA or the homeowners in the community.**

No person shall allow any unsafe or dangerous conditions to exist on, in, or near any home.

### **Fire Safety**

No owner shall use or permit to be brought or stored into the home any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives unless in approved containers, and in no event if their presence is in violation of State, County or Federal law or regulation.

## **TRASH**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot. **Garbage containers are permitted to be placed at the end of the driveways only on trash collection days or on the evening before trash collection day.** At all other times, trash containers must be kept in garages or other acceptable visually screened areas. Trash containers stored in a secured area between homes must have the approval of the adjacent neighbor.

No person shall allow any unsightly conditions to exist on, in or near any home.

## **REPAIRS AND MAINTENANCE OBLIGATIONS**

Owner is required, at owner's expense, to keep the exterior of the home and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition.

## **PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

The Owner shall do no act or any work that will impair the structural soundness or integrity of the buildings, or safety of the property.

### **Temporary Structures**

No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used, placed, or erected on any lot at any time as a residence, either temporarily, meaning two or more days or permanently, except with the approval of the Architectural Review Committee (herein sometimes referred to as the "ARC") and only then during construction. No dwelling house on any lot shall be occupied in any manner prior to completion without a written approval of the Architectural Review Committee.

## **VISUAL ELEMENTS ALLOWED AND NOT ALLOWED**

### **Color Scheme**

Residents are required to maintain the original appearance of the exterior of the home with timely painting and staining with colors and materials based on the original color scheme. Residents are not permitted to paint, decorate or alter any portion of the exterior of the building or other common area which constitute a change in the original appearance or structure or which represents a change in the original color scheme. Exceptions to the above must be requested and approved in writing in advance by the ARC.

### **Cable TV, Antennas and Satellite Dishes**

- Homeowners are permitted to install satellite dishes not greater than 24” in diameter. To insure a pleasing appearance in the community, these installations may not be on the front of homes except with the approval of the HOA.
- Note: any variance, regardless of authorization, may be reversed at the discretion of the Board of Trustees.

### **No Signs**

- **NO** signs, flags, or advertising devices of any nature shall be erected, displayed or maintained on any residential area within the community including placement of signs within a Home or other location which are visible from the Common Areas without prior approval of the HOA except as may be necessary temporarily to caution or warn of danger or to provide directions as required by law. If the HOA consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the HOA.
- Exceptions to the above include tasteful decorative flags, patriotic flags, realtor for sale signs and owner for rent signs. No flags shall breach the peak of the roof of the home. The surface of for rent and for sale signs must be placed facing parallel to the street.
- An additional exception to the above shall be for development/building signs, identification signs, parking signs, directional signs, street signs, safety signs, and signs required under the law.

### **Lighting**

- Outdoor lighting within High Star Ranch shall conform to the Kamas City Lighting Ordinance which requires, among other things, that all lighting be directed only toward the ground and that no lighting is to be directed skyward.

### **LANDSCAPE EASEMENT AREA**

- The HOA has the right to maintain the common areas and any limited common areas in each development. Plantings, fences, and other improvements in this landscape easement will be installed by the original developer if the original developer builds the home or by the HOA if another builder constructs the home. If another builder constructs the home, that builder will prepay the landscape easement improvement costs as a condition of HOA approval. The HOA will contract for improvement.

## **NO BUSINESS USES**

The lands within the residential areas of the High Star Ranch shall be used exclusively for residential living purposes and shall never be occupied or used for any commercial or business purpose other than traditional home business conducted within the home. Traditional business activity is considered to be activity that is allowed by Kamas City ordinances and (1) has no effect on the neighbors, (2) does not alter traffic (patterns or volume) or impact temporary or permanent community population, (3) does not involve regular visitation of the home by clients, customers, suppliers or other business invitees or utilizes door-to-door solicitation within the High Star Ranch development.

## **MAINTENANCE OF PROPERTY**

All lots and all improvements on any lot shall be kept and maintained by the Owner thereof in a clean, safe, and attractive condition and in good repair.

## **DWELLING CONSTRUCTION, REMODELING AND FENCE RESTRICTIONS**

- In order to maintain a harmonious community development and protect the character of the neighborhood, Residential Architectural and Site Design Guidelines (Design Guidelines) and with the Declaration of Covenants, Conditions and Restrictions for High Star Ranch Subdivision, must be adhered to as related to buildings, fences and other development.
- The Plat and the Residential Architectural and Site Design Guidelines (Design Guidelines) identifies specific setback, height, materials, color, roof ridgeline orientation, and build-to-line restrictions. In addition to these restrictions, the Design Guidelines identify other restrictions. Any new construction or remodeling performed by anyone other than the original developer must be pre-approved by the Architectural Review Committee.

## **FENCES**

Homeowners must maintain any fences they construct on their property. Variances from this may be submitted to the architectural committee for approval. ALL SIDE and rear YARD FENCES constructed by home owners ARE TO BE OF A SINGULAR DESIGN as shown on model homes. Any variance of design, location, or size must be approved by ARC in advance of construction.

## **RE-CONTOURING/REMOVAL OF NATURAL FOLIAGE**

- No lot shall be re-contoured without prior written approval of the ARC.
- No common area landscaping modifications or removal of existing natural foliage may be made without the prior written approval of the ARC.

## **PRIVATE AREA—USES AND RESTRICTIONS**

The Architectural Review Committee or its duly authorized agents shall have the right, at any time, and from time to time without any liability to the Owner for trespass or otherwise to enter upon any private outdoor area for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in



this Declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with the CC&Rs.

## **UNDERGROUND UTILITY LINES**

All permanent water, gas, electrical, telephone, data communications, and television cables, other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surface of the ground.

## **HIGH STAR RANCH RECREATION TRAILS**

- All Homeowners of High Star Ranch are entitled to access to all High Star Ranch public access trails.
- Access to these trails is via the trail head located in the north parking lot of the DeJoria Center or other designated areas of High Star Ranch.
- Owners and tenants at High Star Ranch shall honor the requirements set forth by the conservation easement including but not limited to responsible impact of the land by pets and regulating signage.

## **DOG, CAT AND HOUSEHOLD PET POLICY**

In order to protect the health, safety, and welfare of the community, and to set forth expressly the guidelines and standards used by the Board of Trustees in determining which dogs, cats and household pets shall be permitted on the Project, the Board of Trustees adopts the following Pet Rules and Regulations. The rules and regulations, that may be established from time to time by the Board of Trustees will not be less restrictive than the Kamas City animal control regulations but may be more stringent. Any City animal control regulations not covered herein are considered to be part of these regulations.

### **Nuisance**

A pet otherwise permitted under these Rules may be maintained on the property so long as it does not constitute an annoyance or a nuisance to the community. Actions which will constitute an annoyance or a nuisance include, but are not limited to, disturbing or unreasonable howling, crying, barking, scratching, unhygienic or offensive practices, and threats to the health and safety of other owners or occupants. **Pets which cause an annoyance (including barking) or threat to neighbors may be required to be removed.**

### **No Exotic or Dangerous Pets**

All pet owners are required to be in compliance with all City, County, State or Federal Laws pertaining to ownership of exotic animals. No pet may be kept that, in the sole reasonable judgment of the Board of Trustees, may pose or create an unreasonable risk of harm to the owners or occupants, their family, friends, guests or invitees, or constitute a nuisance. In the event of a complaint or an expressed concern, the Board of Trustees has the authority to determine the acceptability of a particular pet.

### **Registration**

Certain pets may require licensing as required by Kamas City ordinances.

### **Damages/Insurance**

Pet owners are strictly liable and fully responsible for all personal injuries and/or property damage caused by their pets and should purchase appropriate liability insurance.

### **Leashes**

**All pets must be leashed and in the control of an individual at all times.** Pets may not be tied unattended to fences or porches. Pets running loose shall be immediately turned over to the Kamas City Animal Control.

### **Droppings**

Owners of pets must promptly clean up their pet's droppings in all cases and shall not permit their pet to urinate or defecate in any place on the common areas offensive to another owner or occupant. Areas included in this requirement include all common areas of High Star Ranch to include the areas planted with wild grass and wildflowers. The owner must clean up any solid excrement dropped in these areas. The Board of Trustees recognizes pet ownership as a privilege and the non-pet owners in the community must be respected. Individual owners will be responsible to control their lots so that dust and odor do not become a problem to the other Owners.

### **Assessments (Fines)**

If a pet, animal or bird is raised, bred, or kept in any home or common area in violation of the previous section, the pet owner shall be charged a violation assessment according to the decision of the Board or based on the Violations Assessment Schedule contained herein.

### **Enforcement**

Should the Board be required to take legal action against any person violating any of these rules, it will be entitled to recover all attorney's fees and costs associated with such action. Kamas City Animal Control laws, where more restrictive, shall also apply.

## **PARKING/VEHICLE RULES**

- No long-term or overnight parking is permitted on neighborhood streets.
- Unused vehicles may not be stored on the street or in driveways. They may be stored in the homeowner's garage such that they are completely out of sight. Unused vehicles are identified as campers, boats, etc. as in the paragraph below.
- Except as precluded above, campers, boats, ATV's, snowmobiles or trailers may not be parked on public streets or in individual driveways for more than two consecutive days or for more than 5 days in any given 30-day period. These vehicles should be parked in your garage or stored elsewhere.
- Vehicles used for commercial purposes may not be parked on public streets or in individual driveways. Commercial vehicles must be parked in homeowner's garage.
- Motorized or battery-operated vehicles may be operated on property only on improved roads, trails or driveways.
- Any motorized vehicles, which are too loud in the opinion of the HOA, may be prohibited from operation within High Star Ranch.
- Any vehicle service or maintenance must be performed inside garages only. Washing of vehicles may be performed in your individual driveways, but not elsewhere.

## **DRONES**

- The use of drones for commercial purposes is prohibited unless prior approval is granted by the HOA. Other than within an owner's lot, the use of any drone on or over Association properties is prohibited unless prior approval is granted by the Association. The use of drones is prohibited if such use infringes on the privacy of other individuals or creates a nuisance. The responsible Owner and drone user shall be liable for any damage to person or property arising out of the permitted use of a drone and shall indemnify and hold harmless the Association, TriStar 2005, LLC. their respective successors and assigns, and their respective officers, directors, members of any limited liability company, shareholders, partners, employees and agents for all claims, loss, cost, liability, damages, expenses and the like (including without limitation, reasonable attorney's and para-professional fees and costs through all appeals any of them may suffer or incur relating to any such use.

## **SNOW REMOVAL**

Snow and ice removal from individual yards, walks and driveways is the responsibility of the individual Owner.

## **HOA COMMON SERVICES PAID BY MONTHLY DUES**

The High Star Ranch Homeowners Association has a fiscal year of January 1<sup>st</sup> through December 31. Each assessment shall be payable in twelve (12) equal monthly installments due on or before the first day of each month and include the following:

- Management fee (for quarterly billings and accounting)
- Insurance
- Landscape easement and common area landscaping
- Landscape easement and common area irrigation sprinkler repairs
- Lighting replacement
- Cash reserves for periodic replacement or maintenance of large items of expense such as re-staining and repair of fencing and landscape enhancement/replacement
- Utilities for common areas
- Snow removal on streets

The Budget may be set and approved by the elected HOA Board of Trustees without a general meeting and vote.

## **COMMON AREA SPECIAL ASSESSMENTS**

- The Management Committee has the authority to levy Special Assessments as necessary to cover shortfalls in the budget or unanticipated expenses.
- So long as the Special Assessment (or the sum of all Special Assessments in the current operating year) is no greater than 20% of the currently approved budget, the Management Committee may adopt a Special Assessment without a meeting of the Owners.
- If the Special Assessments (or sum of all prior Special Assessments in the current operating year) exceeds 20% of the current budget, a special meeting of the Owners will be called and the purposes and amounts of the Special Assessments will be submitted to the Owners for approval.

- Home owners will be liable for Common Area Assessments upon completion of construction of the home or transfer in ownership of a home, or a lot from a previous owner.

## **INSURANCE**

Each Homeowner must purchase his or her own liability insurance and insurance that covers their responsibilities and personal property.

## **BUILDINGS**

High Star Ranch property is dependent upon consistent conformance to High Star Ranch Standards and standards originally set by Kamas City. All exterior remodeling or alterations must first be requested in writing and subsequently approved in writing by the Architectural Review Committee on behalf of the High Star Ranch Board of Trustees.

Exterior modifications must meet Kamas City code and a building permit issued where required.

Work that does not meet standards in the above paragraph must be brought up to compliance at the Owner's expense. Exterior maintenance to include but not limited to painting and staining must be performed in a timely manner to keep the appearance of the community at original standards.

## **MISCELLANEOUS RULES AND REGULATIONS**

- Trash containers must be kept out of sight from the street in the homeowner's garage or in a screened area between homes with the permission of the adjacent neighbor.
- No discharging of fireworks of any kind, regardless of whether allowed by Summit County or Kamas City.
- Littering in common areas is prohibited.
- Any activity that is in violation of any government law, statute, and/or ordinance is prohibited in High Star Ranch and is subject to the penalties of such law.
- Vehicles cannot be serviced (except glass replacement) or restored at High Star Ranch property unless done in the garage of the home.
- All Owners must complete and return the "High Star Ranch Information Form," at the time of original occupancy or when a change occurs.
- Responsible landscape irrigation is encouraged. Owners are responsible for damage incurred, but not limited to, flooding from landscape irrigation. It is strongly encouraged that surface irrigation adheres to the water conservancy standards espoused by the Utah State University extension division for Summit County.
- Garage/Yard Sales are not allowed at or in any individual unit. The exception to this is per the guidelines of the Community's Annual Garage/Yard Sale.
- Speed: All drivers must observe all applicable vehicular laws and maintain safe and proper speeds by observing the maximum posted speed limit within the Community, which, unless otherwise stated, is twenty-five (25) miles per hour.

## **ASSESSMENTS FOR VIOLATIONS**

Any violation of a Rule is grounds for assessing a fee against the person causing the violation and also against the Homeowner if the Owner's tenant or guest causes the violation. The Board may levy assessments for violations as it sees fit, but generally the following schedule will be applied:

- First Violation: Warning Issued
- Second Violation: \$50 Assessment
- Third Violation: \$100 Assessment
- Fourth Violation: \$150 Assessment
- Fifth Violation May result in legal proceedings.

Any assessments levied against an owner and/or tenant or guest becomes a lien against the home and is collectible under the same provisions that apply to regular and special assessments.

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