

GENERAL:

- 1. All of the property included in this plat is subject to the Declaration of Covenants, Conditions and Restrictions for Promontory and any amendments thereto ("Declaration") recorded in the office of the Summit County Recorder in Coalville, Utah. Pursuant to the Declaration, all owners of lots within Promontory are members of the Promontory Conservancy, an association of Promontory property owners (the "Association"). The use of any Promontory lot is governed by the terms of the Declaration. Each lot is subject to all easements set forth in these plat notes and in the Declaration.
2. No improvements or landscaping may be made to any lot without the review and approval of the Declaration, if determined by the Declarant, the Architectural Review Committee in accordance with the Declaration and the Promontory Design Guidelines ("Design Guidelines") and any Supplemental Design Guidelines which may be promulgated there under from time to time, which Design Guidelines and Supplemental Design Guidelines incorporate or include lighting, landscaping, grading, signage, and other guidelines. The Design Guidelines require the establishing of a strict limit of disturbance for construction activity. Certain lots in visually sensitive areas may be subject to Supplemental Design Guidelines for Sensitive Areas ("Supplemental Design Guidelines") as provided in the "Development Agreement" (defined in note 9 below). The Declarant or Architectural Review Committee, whichever has design review authority, is referred to as the "Design Reviewer."
3. Owners of Promontory lots will have no ownership or membership interest in the Promontory Club or any Golf Course shown on the Plat or other Golf Courses or recreational facilities of the Promontory Club within Promontory solely by virtue of the ownership of one or more Promontory lots. Further, lot owners shall have no rights, expectations, or guarantees with respect to the physical condition, layout or use of any Golf Course, or any right to use, occupy or exercise any degree of control over any portion of any Golf Course or any improvements thereto, by virtue of their ownership of one or more Promontory lots or their membership in the Association. At the direction of the Declarant or the Promontory Club, any Golf Course may be used for golf tournaments attended by the general public without any prior notice to or consent of lot owners. Declarant hereby reserves over each lot an easement permitting golf balls, golf clubs, golf cart paths and parts thereof, as provided more fully in the Declaration. The portions of lots not covered by residential improvements may be entered into by the operator of the adjacent Golf Course for maintenance purposes and may be subject to irrigation over-spray from the Golf Course. Under no circumstances shall any of the following persons be held liable for any damages or injury resulting from errant golf balls, golf clubs, or parts thereof, or the exercise of this easement: Declarant; the Association or its officers or members (in their capacity as such); the Promontory Club or its officers, owners or members (in their capacity as such); any other owner of any golf course, its successors, successors-in-title of the golf course or assigns; builders (in their capacity as such); or any officer, director, or partner of any of the foregoing, or any officer or director of any partner.
4. Development on each lot will be limited to specific building disturbance areas, or "building envelopes" designated pursuant to the Design Guidelines and Supplemental Design Guidelines. Building envelopes may be established in the Design Guidelines and Supplemental Design Guidelines and modified by the Declarant, or the Architectural Review Committee, with the consent of the Declarant, in the exercise of the Declarant's (and if applicable Architectural Review Committee's) sole discretion. Such building envelopes shall incorporate all applicable building setbacks under the Development Agreement (defined in note 9 below) and shall comply with any additional setback requirements provided for in this final plat. The maximum height of any structure is established by the Design Guidelines, or the Supplemental Design Guidelines as applicable. Maximum building heights are measured vertically from existing natural grade. Owners of lots shall have no rights, expectations or guarantees with respect to the final location of a building site on any lot, the particular view from any lot, the location, scale, or height or other design features, or any improvements that may be approved for construction on any lot.
5. The combination of two adjacent lots into a single lot may be permitted in certain areas as determined by the Declarant, in the exercise of the Declarant's sole discretion. If an owner purchases two adjacent and contiguous lots, and the proposed house location straddles a lot line, it will be necessary to have the revised building envelope approved by the Design Reviewer in connection with the approval of a specific house plan. In the event the Design Reviewer approves the consolidation of lots one (1) and two (2) of this plat into a single homestead and designates a residential building envelope, to build a home not to exceed 12,000 square feet, it shall not require the application for a plat amendment or boundary adjustment process within Summit County.
6. In addition to the foregoing limitations on building size, the Design Guidelines and any applicable Supplemental Design Guidelines may contain specific limitations regarding the amount and nature of landscaping and irrigation that may be permitted or required on each lot. All landscape plans and any modifications thereto must be approved by the Design Reviewer.
7. In accordance with Summit County ordinances, building permits issued by Summit County will be required for all development activity on a lot and it is unlawful to occupy a building located within Promontory without first having obtained a certificate of occupancy issued by the Building Inspector.
8. Promontory is served by or included within the boundaries of Mountain Regional Water Special Service District (MRWSSD), Snyderville Basin Water Reclamation District (SBWRD), and the Snyderville Basin Special Recreation District (SBSRD). All lots are subject to assessments and fees of all the foregoing districts.
9. Promontory is governed by the terms of a Development Agreement for the Promontory Specially Planned Area, dated January 16, 2001, between Summit County and the Promontory Developer ("Development Agreement"). The Development Agreement governs uses and imposes regulations applicable within Promontory.
10. Developer reserves the right to designate any lot or combination of lots shown on the plat that is in excess of one acre in size as an "estate lot." The maximum building floor area of a home designated an "estate lot" within this Plat is 8,000 square feet and the maximum building floor area of a home designated "incentive density" within this plat is 4,000 square feet, the minimum for an "estate lot" is 3,500 square feet and the minimum for an "incentive density" is 2,500. This may be further limited by the Design Guidelines and any applicable Supplemental Design Guidelines. The maximum building floor area of a home straddling two lots (as described in note 5), may be increased to a square footage not to exceed 12,000 square feet for an "estate lot" and 6,000 square feet for an "incentive density," if approved by the Design Reviewer, in the exercise of its sole discretion, in connection with the approval of a specific house plan. Within Promontory, floor area is measured as provided in the Uniform Building Code, but floor area does not include garages or unheated spaces.
11. Most but not all "estate lots" comprising at least one acre in size may be designated by the developer as "base density" under the Development Agreement and are indicated as such on this plat by the symbol ESD. All lots not meeting "estate lot" qualifications and "estate lots" not designated as "base density" will constitute "incentive density" under the Development Agreement. Pursuant to the terms of the Development Agreement, any owner utilizing or converting an "incentive density" lot to permanent occupancy as defined in the Development Agreement is subject to an obligation to pay Summit County a one time \$10,000 conversion fee (subject to CPI adjustment as defined in the Development Agreement) as a precondition to the change of use to permanent occupancy. All owners may be required to submit an affidavit declaring the owner's permanent or part-year occupancy status.
12. The Development Agreement requires that a purchaser of a residential lot shall pay \$3,000 to Summit County at the time of lot purchase for an agricultural preservation contribution. Those contributions may be held by Summit County in trust and used to acquire title to or conserve easements on agricultural properties in Summit County or otherwise to preserve or enhance agricultural operations in Summit County.
13. The Development Agreement requires that a purchaser of a residential lot shall pay \$500 to Summit County at the time of building permit for an affordable housing program contribution. Those contributions may be held by Summit County in trust and used to provide affordable housing outside of the boundaries of Promontory.
14. All roads within Promontory are private and will be maintained by the Association subject to the terms of Recordation. Private driveways serving individual residences and the landscaping on each lot shall be the maintenance responsibility of the lot owner. Guardhouses, gates, landscaping, signage and other similar facilities may be constructed within the road rights of way or adjoining Common Area parcels. Private driveways and other improvements serving more than one lot shall be the shared maintenance responsibility of the owners of the lots served thereby, provided the Association may, in its sole discretion, undertake the maintenance of such shared facilities and establish special assessments applicable to the benefited lots to cover the costs of such maintenance. At the time of any resurfacing of roads within Promontory, the Association shall be responsible to raise manholes to grade, according to SBWRD specifications. Common area tracts are not to be construed to be dedicated for the use of the general public but are declared common areas for the use and enjoyment of the Association. Private Access Tract is hereby declared, a private road over which is hereby dedicated in fee, to the Association.
15. Although Promontory is a private community, Declarant has retained the right to grant easements for public trails in certain locations within Promontory. In addition, the Development Agreement contemplates that the Association will contribute \$200,000 toward certain trail connections across Interstate 80 and Highway 248 upon the occurrence of certain preconditions. These contributions will be covered by Association assessments.
16. Construction activity will be required to comply with a construction mitigation plan approved by Summit County.
17. The grading of lots will be limited by the Design Guidelines and Supplemental Design Guidelines. Home plans must utilize existing grade to the greatest extent possible in conformance with the Design Guidelines.

GENERAL NOTES (CONTINUED):

- 18. Promontory or MRWSSD may implement a secondary water system for irrigation purposes. Promontory may utilize treated sewage effluent in watering golf courses and other areas using irrigation water in compliance with Utah regulatory standards. Declarant hereby reserves over each lot for the benefit of the Declarant, the Association and the Promontory Club an easement for irrigation, drainage, stream flow, water over-spray (which may include raw water and/or treated effluent) across any portion of any lot from the irrigation system serving the golf course(s) or other landscaping at Promontory. Under no circumstances shall Declarant, the Association, MRWSSD or the owner of the golf course(s) be held liable for any damages or injury resulting from such irrigation, drainage or over-spray or the exercise of this easement.
19. Any residence proposed for construction in a Ridgeline Protection Area identified in this Plat must comply with certain requirements of the Development Agreement that are generally summarized as follows: No proposed building form shall break the natural line of the protected ridgeline when viewed from U.S. Highway 40, Interstate 80, Highway 248 or the Brown's Canyon Road. A building that is located a minimum of 40 vertical feet below the ridgeline will generally meet the requirement of not breaking the ridgeline. A building that does not break the ridgeline as viewed from the designated roadways and that meets the requirements of the Supplemental Design Guidelines shall be deemed to fulfill all ridgeline requirements. The County or the Design Reviewer may require special studies to assure that any proposed structure meets the ridgeline requirements of the Development Agreement.
20. Promontory contains extensive areas of open space. Open space areas designated on the plat shall be preserved in open space condition in accordance with the requirements of the Development Agreement, Design Guidelines and Declaration.
21. Principal resident, guest, and construction vehicle access shall be maintained through Tollgate Canyon (via Interstate 80) and the western community entrance (via U.S. Highway 40) rather than through Brown's Canyon.
22. The Association has the obligation to fence out and to avoid interference with adjacent ranching and agricultural operations. Neither developer nor adjacent agricultural operators shall be liable for any injury caused by the failure to contain adjacent agricultural operations.
23. All lots are subject to a 10 foot wide public and private non-exclusive utility and drainage easement along all lot lines. Declarant retains the right to grant additional utility easements within Promontory. In addition to the easements described in notes 28, 29, 31 and 36 Declarant may grant easements for utilities whether or not the easements are intended to serve Promontory. All road right of way and open spaces shown on this plat are subject to Declarant's right to grant easements for utilities.
24. Due to the possible existence in Promontory of subsurface conditions affecting construction, a soils engineer should be consulted for building footing and foundation designs.
25. SBWRD shall be required to maintain the collector and pressure mains but shall not be required to maintain any private pressure lines or ejector pumps located on individual lots. Several areas of Promontory are likely to require lift stations or sections of low pressure system lines that utilize a series of grinder pumps. These lift stations shall be the sole financial responsibility of the Association. The Association shall be required to pay SBWRD's ongoing cost of maintaining each such facility, as provided in the SBWRD annexation agreement.
26. Owners constructing driveways over drainage swales shall be required to install a concrete culvert in accordance with the requirements of Summit County.
27. All homes and landscaping are required to comply with water conservation measures established by the Association, which may include low-flow toilets, drip irrigation systems, the use of drought tolerant plant materials and other requirements, as established from time to time.
28. Ranch Club Trail and Promontory Ranch Road generally describe the proposed location of roads intended to provide a legal right of access to and from the platted lots and publicly dedicated streets. The legal descriptions of these Roads may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified road location. Any such plat or instrument shall not be deemed an amendment to this plat and shall not require the application for a plat amendment process or the consent of existing lot owners or mortgage holders.
29. The Declaration contains additional easements for drainage, natural drainage ways, trails utilities and other matters which may affect portions of lots outside of the portion of the lot covered by residential improvements. These easements are in addition to easements graphically described on the plat. Declarant also reserves permanent easements across the portions of lots along roadways and outside of the reserved road corridor for the finishing of cut and fill slopes required to complete the roads in accordance with the plans and specifications approved by Summit County. Access to lots on the plat may be affected by cut and fill slopes required by the road. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes.
30. Residential Building Permits, including footing and foundation permits, will not be issued until developer complies with the requirements of 4.6.1 of the Development Agreement, regarding infrastructure construction or bonding for the same.
31. The following listed service providers are given a non-exclusive utility easement across the 10 foot private utility and drainage easements (as described in note 23), the roads shown on the plat, Ranch Club Trail and Promontory Ranch Road (as described in note 28) and such other corridors as may be specified on the Plat or by separate recorded easement signed by the Declarant: PACIFICORP; Questor Gas; SBWRD; and MRWSSD.
32. Roofing materials must be non-combustible and approved by the PCFSD and the Design Reviewer. No wood shake roofing material will be permitted.
33. An all-weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all-weather fire department access is not maintained, PCFSD reserves the right to stop work until required roads are placed back in service.
34. Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, PCFSD reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. (UFC 901.2 and 901 4.3)
35. All dwelling, guest houses and out buildings over 750 square feet must be constructed with a Fire Sprinkler system installed as required and approved by the PCFSD. In some instances, PCFSD may require building exteriors to be Fire Sprinkled depending on the fire hazard rating, type of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building materials being used.
36. Utilities shall have the right to install, maintain and operate their equipment below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

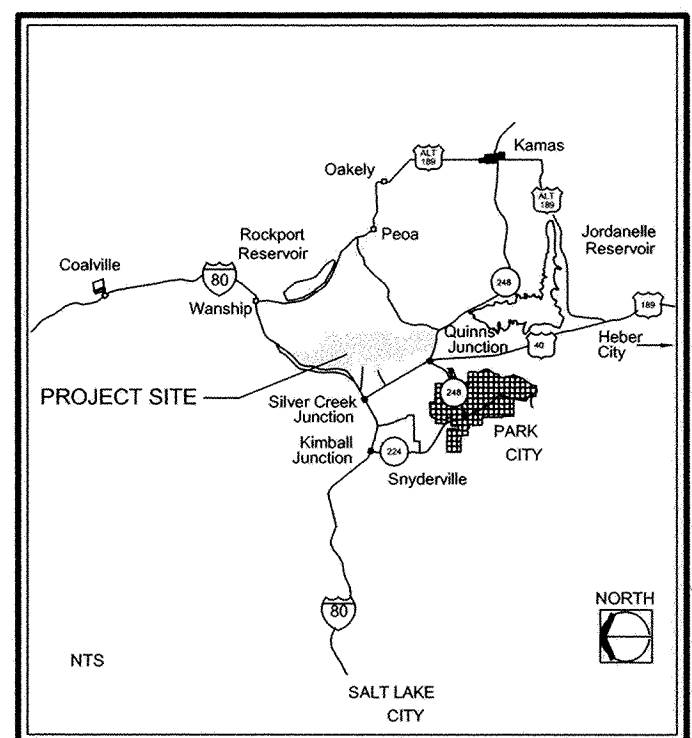
SPECIAL NOTES

- 1. Declarant hereby grants, for the use and benefit of the lots within the plat, a perpetual easement for ingress and egress over and across the parcels identified as Ranch Club Trail and Promontory Ranch Road in this plat. The grant of easement is subject to the general note 31.
2. Any property in a Preservation Area identified in this plat must comply with certain requirements of the development Agreement that are generally summarized as follows: no development of structures intended for occupancy is permitted within the preservation area. A driveway, road or other path is, however, permitted within the preservation area.

PROMONTORY RANGE HILL LEGAL DESCRIPTION:

A parcel of land located in the Southwest Quarter of Section 12, Township 1 South, Range 4 East, Salt Lake Base and Meridian being more particularly described as follows:
Beginning at a point South 89°11'05" East 2023.84 feet and North 1840.46 feet from the Southwest Corner of Section 12, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, (Basis of bearing being South 89°11'05" East 5232.98 feet between an iron rod found at the Southwest Corner and a stone found at the Southeast Corner of said Section 12), and running thence to a point of curvature of a 1025.00 foot radius curve to the left, the center of which bears North 19°38'45" West; thence Northerly along the arc of said curve 98.63 feet through a central angle of 05°30'47"; thence North 64°50'28 East 214.48 feet to a point of curvature of a 475.00 foot radius non-tangent curve to the left, the center of which bears North 61°49'27" East; thence Southeasterly along the arc of said curve 284.69 feet through a central angle of 34°20'23"; thence South 02°33'11 East 266.36 feet, thence South 70°22'20 West 157.92 feet, thence North 83°14'57 West 223.04 feet, thence North 42°02'44 West 75.75 feet, thence North 16°55'39 West 56.22 feet to a point of curvature of a 71.50 foot radius non-tangent curve to the left, the center of which bears North 17°23'30" West; thence Northerly along the arc of said curve 150.90 feet through a central angle of 120°58'30"; thence North 48°18'59 West 106.57 feet to a point of curvature of a 105.00 foot radius curve to the right, the center of which bears North 41°41'01" East; thence Northerly along the arc of said curve 28.60 feet through a central angle of 15°36'20" to a point of curvature of a 25.00 foot radius compound curve to the right, the center of which bears North 57°17'21" East; thence Northerly along the arc of said curve 44.97 feet through a central angle of 103°03'54" to the POINT OF BEGINNING.

Containing 175,743 sq. ft. or 4.03 acres



RANGE HILL
LOCATED IN SECTION 12,
TOWNSHIP 1 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

SHEET 1 OF 2

SURVEYOR'S CERTIFICATE:

I, Jack J. Johnson, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 147581 as prescribed under the laws of the State of Utah. I further certify, on behalf of Jack Johnson Company, that a survey has been made of the land shown on this plat and described herein. I further certify that this plat is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and requirements of the law.

Signature of Jack J. Johnson, dated October 5, 2004. Notary Public Seal for Jack J. Johnson, No. 147581, State of Utah.

OWNER'S DEDICATION AND CONSENT TO:

Known all men by these present that the undersigned is the owner of the hereon described tract of land, having caused the same to be subdivided into lots and streets, hereafter to be known as "Range Hill", does hereby dedicate to the Promontory Conservancy, a Utah corporation, for perpetual use of the lot owners all parcels of land indicated on this plat as private roadways.

Also, the owner hereby dedicates to Summit County, Snyderville Basin Water Reclamation District, Snyderville Basin Special Recreation District, Park City Fire Service District and Mountain Regional Special Service District, a non-exclusive easement over roads, private driveways, indicated open space and amenity tracts and all other easements shown on this plat for the purpose of providing utility installation, maintenance, use, and eventual replacement.

Executed this 28th day of October, 2004

Pivotal Promontory Development, L.L.C., an Arizona limited liability company

By: Pivotal Group X, LLC, an Arizona limited liability company
Its: Administrative Member

By: F. Francis Najafi as Trustee of the F. Francis Najafi Family Trust
Its: Administrative Member

Signature of F. Francis Najafi, Trustee

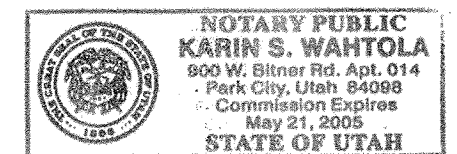
ACKNOWLEDGMENT:

STATE OF UTAH
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 28th day of October, 2004, by F. Francis Najafi, Trustee of the F. Francis Najafi Family Trust, Administrative Member of Pivotal Group X, LLC, an Arizona limited liability company, Administrative Member of PIVOTAL PROMONTORY DEVELOPMENT, L.L.C.

Signature of Notary Public, My Commission Expires: 5/21/05

Notary Public: Park City, UT



MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

Approved and accepted this 11th day of October, 2004.

Signature of District Representative

PARK CITY FIRE SERVICE DISTRICT

Approved and accepted this 8th day of October, 2004.

Signature of District Representative

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

Reviewed for Conformance to Snyderville Basin Water Reclamation District Standards on this 28th day of October, 2004.

Signature of District Representative

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Approved and accepted this 28th day of October, 2004.

Signature of District Representative

UTAH POWER & LIGHT COMPANY

The hereon shown utility easements have been approved and accepted on this 12th day of October, 2004.

Signature of District Representative

SEPTEMBER 30, 2004

Table with 6 columns: COUNTY ASSESSOR, COUNTY COMMISSION, COUNTY ENGINEER, COUNTY PLANNING COMMISSION, APPROVAL AS TO FORM, COUNTY RECORDER. Includes signatures and stamps for each official.

JACK JOHNSON COMPANY
Designing World Destinations
In-Person - 1777 Sun Peak Drive - Park City - Utah 84098
Telephone - 435-645-9000 - Facsimile - 435-649-1620
www.jackjohnson.com

**RANGE HILL**  
 LOCATED IN SECTION 12,  
 TOWNSHIP 1 SOUTH, RANGE 4 EAST  
 SALT LAKE BASE AND MERIDIAN  
 SUMMIT COUNTY, UTAH

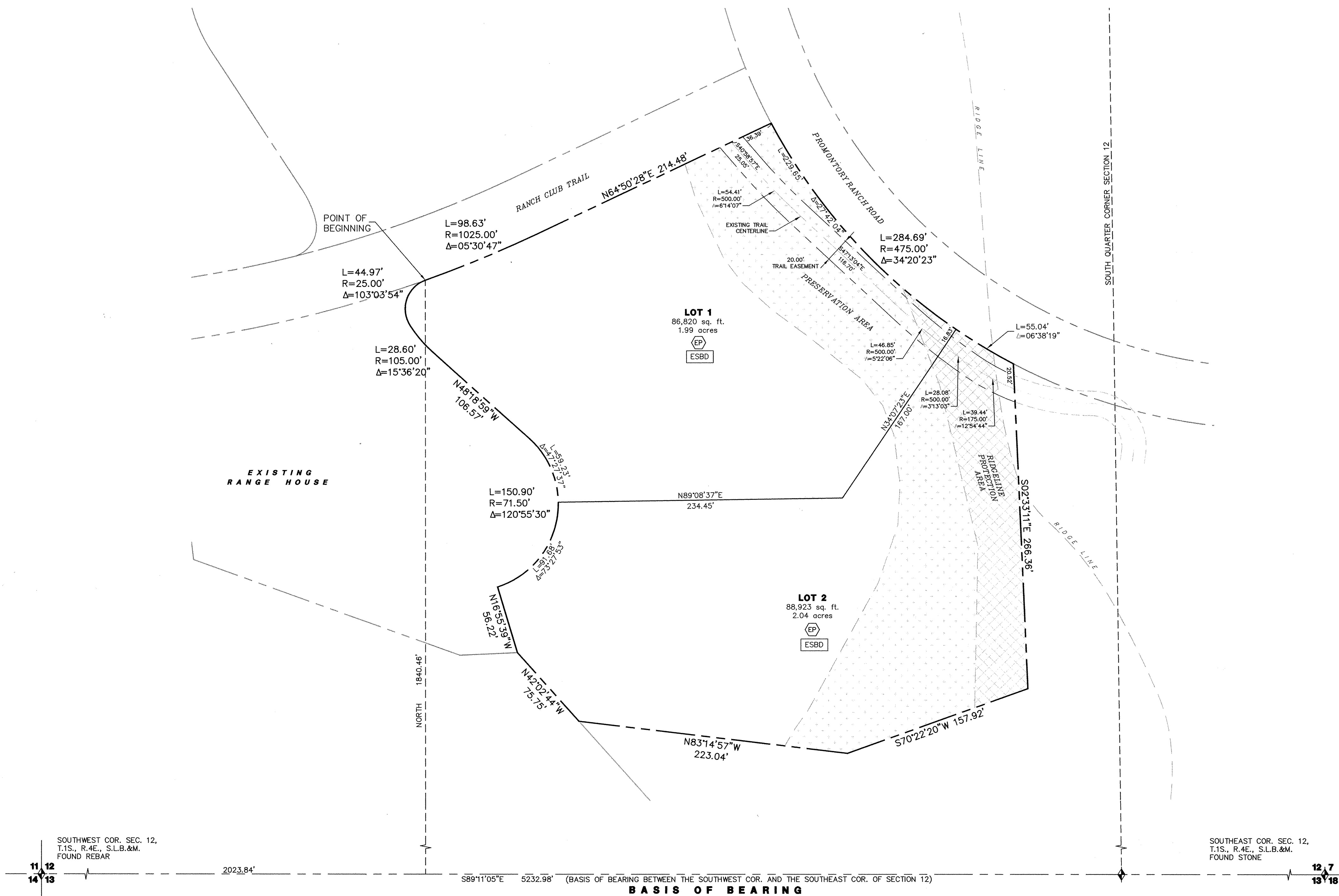
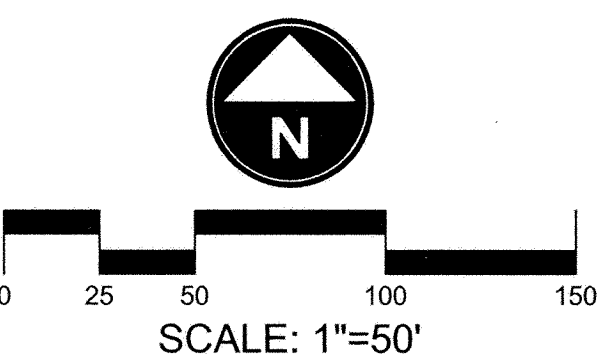
SHEET 2 OF 2

**SYMBOLS LEGEND**

- SECTION CORNER
- STANDARD STREET MONUMENT (SET OR TO BE SET).
- BOUNDARY CORNERS (5/8" IRON PIPE WITH CAP).
- INCENTIVE DENSITY LOT, SEE GENERAL NOTE 11.
- SEWAGE EJECTOR PUMP SHALL BE REQUIRED, SEE GENERAL NOTE 25.
- LOT**
- ESTATE BASE LOT DENSITY
- 'N/R' NON-RADIAL
- STREET ADDRESS

**NOTES**

1. ALL OTHER PROPERTY CORNERS AND LOT CORNERS SHALL BE 5/8" IRON PIPE WITH CAP, U.N.O.
2. ALL ROADWAY CENTERLINE CURVES AND BEARINGS ARE RADIAL OR TANGENT, U.N.O.
3. ALL LOT LINES ARE PERPENDICULAR AND/OR RADIAL TO ROADWAY CENTERLINES U.N.O.
4. INCENTIVE DENSITY LOT, SEE GENERAL NOTE 11.
5. SEE SHEET V102 FOR LOT ADDRESSES.



**ADDRESS TABLE**

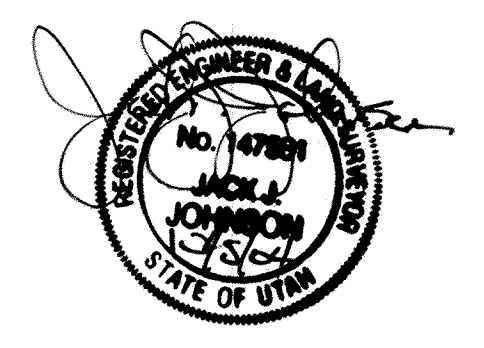
LOT	STREET ADDRESS
1	7867 N. PROMONTORY RANCH ROAD
2	7863 N. PROMONTORY RANCH ROAD

SOUTHWEST COR. SEC. 12,  
 T.1S., R.4E., S.L.B.&M.  
 FOUND REBAR

SOUTHEAST COR. SEC. 12,  
 T.1S., R.4E., S.L.B.&M.  
 FOUND STONE

BASIS OF BEARING

SEPTEMBER 30, 2004



**COUNTY RECORDER**

ENTRY NO. 717055 BOOK      PAGE'S     

STATE OF Utah, COUNTY OF Summit

DATE Nov 16, 2004, TIME 14:18 FEE PAID 462.00

RECORDED AND FILED AT THE REQUEST OF:  
Primal Promontory Development  
Deborah Bowler, Deputy  
 COUNTY RECORDER

**JACK JOHNSON COMPANY**  
 Designing World Destinations

In-Person - 1777 Sun Peak Drive - Park City - Utah 84098  
 Telephone - 435.645.9900 - Facsimile - 435.649.1520  
 www.jackjohnson.com

4/26/04 11:53 (revision) 000 (0.00) Setup  
 File name: 61212002.rvt (4/26/04) | plotted: September 30, 2004 | plotted by: UBA