

West Hills 1023

GENERAL NOTES:

1. All of the property on 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 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 Declarant or, if delegated by Declarant, the Architectural Review Committee of Promontory in accordance with the Declaration and the Promontory Design Guidelines ("Design Guidelines") promulgated thereunder, which Design Guidelines incorporate or include lighting, landscaping, grading, signage and other guidelines. The Design Guidelines require the establishing of strict limits of disturbance for any construction activity. Certain lots in visually sensitive areas and within Ridgeline Protection Areas designated on this plat are subject to Supplemental Design Guidelines for Sensitive Retention and Ridgeline Areas (the Supplemental Design Guidelines) as contained in the "Development Agreement" (defined note 8 below). The Declarant or the Architectural Review Committee, whichever has designed review authority, is referred to as the "Design Reviewer". The Declarant or the 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 within Promontory solely by virtue of the ownership of the 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 rights 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 a Promontory lot or their membership in the Association. At the direction of 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, and parts thereof, unintentionally to come upon the common area of the Association or the exterior portions of a lot to retrieve errant golf balls, golf clubs, 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 maybe subject to irrigation overspray from the golf course. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls, golf clubs, or parts thereof, or the exercise of this easement: Declarant; the Association or its members (in their capacities as such); The Promontory Club or its members (in their capacities as such); any other owner of any golf course, its successors, successors—in—title to the golf course, or assigns; builders (in their capacities 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 greas, or "building envelopes" designated pursuant to the Design Guidelines. Building envelopes may be established in the Design Guidelines and modified by the Declarant, or of the Architectural review Committee, with the consent of the Declarant, in the exercise of the Declarant (and, if applicable, the Architectural Review Committee) discretion, provided such building envelopes shall incorporate all applicable building setbacks under the "Development Agreement" (defined in Note 8 below). The maximum height of any structure is established by the Design Guidelines, or the Supplemental Design Guidelines as applicable. Maximum building heights are as 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, or the location, scale, or height or other design features 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 Declarant's 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. The approval or disapproval of the Design Reviewer may be made in the exercise of its discretion. Further, the combination of lots may require the approval of Summit County for a lot line adjustment or an amendment to the Plat. Request for such approval may not be submitted to Summit County without the prior written approval of the Design Reviewer.

6. The maximum building floor area of a home within Promontory is 10,000 square feet. This may be further limited by the 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 15,000 square feet if approved by the Design Reviewer, in the exercise of its 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 count garages or

7. In addition to the foregoing limitations on building size, the Design Guidelines have specific limitations regarding the amount and nature of landscape and irrigation that may be permitted or required on each lot. All landscape plans must also be approved by the Design Reviewer.

8. 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.

9. Promontory is served by or included within the boundaries of Mountain Regional Water Special Service District, Park City Fire Service District, Snyderville Basin Water Reclamation District, and the Snyderville Basin Special Recreation District. All lots are subject to assessments and fees of all of the foregoing districts.

10. Promontory is governed by the terms of a Development Agreement between Summit County and the Promontory developer (the "Development Agreement"). The Development Agreement governs uses and imposes regulations applicable within Promontory.

11. Developer reserves the right to designate any lot shown on the plat that is in excess of one acre in size as an "estate lot." An estate lot must be a single family detached dwelling unit with a minimum of floor area of 3500 sq. ft. Square footage is measured consistent with the definition of floor area in the Uniform Building Code, excluding garages and unheated

12. Most but not all "estate lots" may be designated by the developer as "base density" under the Development Agreement. 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" unit to permanent occupancy is subject to an obligation to pay Summit County a one time \$10,000 conversion fee (subject to price level adjustment) as a precondition to the change of use to permanent occupancy. All owners may be required to submit affidavits declaring the owner's permanent or part—year occupancy status.

13. The Development Agreement provides that a purchaser of a residential lot will be required to 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 conservation easements on agricultural properties in Summit County or otherwise to preserve or enhance agricultural operations in Summit County.

14. The Development Agreement provides that a purchaser of a residential lot will be required to 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.

15. All roads within Promontory are private and will be maintained by the Association. Guardhouses, gates, landscaping, signage and other similar facilities may be constructed within the road rights of way or adjoining Common Area parcels. At the time of any resurfacina of roads within Promontory, the Association shall be responsible to raise manholes to grade, according to SBWRD specifications.

16. Although Promontory is a private community, Declarant has retained the right to grant easements for public trails in certain locations within the community. 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.

17. Construction activity will be required to comply with a construction mitigation plan approved by Summit County.

18. Promontory or the Mountain Regional Water Special Service District 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 Declarant, the Association and the Promontory Club an easement for irrigation, drainage, water over—spray (which may include "raw" water and/or treated sewage effluent) across any portion of any lot from the irrigation system serving the golf course. Under no circumstances shall Declarant, the Association or the owner of the golf course be held liable for any damage or injury resulting from such irrigation, drainage or overspray or the exercise of this easement.

GENERAL NOTES CONTINUED:

19. The mass grading of lots will be limited. Home plans must utilize existing grade to the greatest extent possible in conformance with Design Guidelines.

20. Any residence proposed for construction in a ridgeline protection area identified on 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 lines of the protected ridgeline when viewed from US. Highway 40, Interstate 80, Highway 248 or the Brown's Canyon Road. A building that is located a minimum of 50 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 Reviewer may require special studies to assure that any proposed structure meets the ridgeline requirements of the Development Agreement.

21. 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.

22. Principal resident, guest and construction vehicle access shall be maintained through Tollgate Canyon (Interstate 80), and the western community entrance (U.S. 40) rather than through Brown's Canvon.

23. 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.

24. Fire sprinkler protection is required on all homes in Promontory in accordance with the requirements of the Park City Fire Service District.

25. All Lots are subject to a 10.00-foot private 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 Note 35, Declarant may grant easements for utilities whether or not the easements are intended to serve Promontory. All road rights of way and open space areas shown on this plat are also subject to Declarant's right to grant easements

26. Due to the possible existence in Promontory of subsurface conditions affecting construction, a soils engineer should be consulted for building footing and foundation designs.

27. SBWRD shall be required to maintain the public 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 public lift stations shall be the sole financial responsibility of Promontory's Homeowners' Association. The Homeowners' Association shall be required to pay SBWRD's ongoing cost of maintaining each such facility, as provided in the SBWRD annexation agreement.

28. Driveways constructed over drainage swales shall be required to install a concrete culvert in accordance with the requirements of Summit County.

29. An all-weather fire department access road must be installed and made serviceable prior to the issuance of a building permit and the commencement of any construction. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all—weather access is not maintained, the Fire District reserves the right to stop work until the required roads are placed back in service.

30. Water supplies required for fire protection and fire hydrants are to be installed and made serviceable prior to the issuance of a building permit and the commencement of any construction. In the event that the fire protection water supply is not maintained, the Fire District 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 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)

31. All homes and landscape may be required to comply with water conservation measures established by the Association, which may include individual water pressure reducing valves, low-flow toilets, drip irrigation systems and the use of drought tolerant plant materials.

32. The Easements identified on the plat as Access Easements 1 (Promontory Ranch Road) and 2 (Ranch Club Trail), and Emergency Access Easement No. 1 generally describe the proposed location of roads to be constructed in the future and are intended to provide a legal right of access to and from the platted lots and publicly dedicated streets. The legal descriptions of these Easements may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the application of a plat amendment process or the consent of existing lot owners or mortgage holders.

33. 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 specification 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.

34. Residential Building Permits, including footings and foundation permits, will not be issued until developer complies with the requirements of 4.6.1 of the Development Agreement for the Promontory specially planned area, dated January 16, 2001, regarding infrastructure construction or bonding for same.

35. The following listed service providers are given a non-exclusive utility easement across the 10.00 foot private utility and drainage easements as described in Note 25, the roads shown on the Plat and Access Easements 1 and 2 as described in Note 32 and such other corridors as may be specified on the Plat or by separate recorded easement signed by Declarant: Pacificorp; Questar Gas; Snyderville Basin Water Reclamation District; and Mountain Regional Water Special Service District.

SPECIAL NOTES

1. "Incentive Density" lots not meeting the requirements to be classified as "Estate Lots" are designated on this plat by the symbol ô. Lots otherwise meeting the requirements to be classified as "Estate Lots" may be designated as "Incentive Density" lots by Developer prior to the first sale of such lot by the recording of a specific notice against title to such lot.

2. 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 Access Easement No. 1 and Access Easement No. 2 in that certain plat for Wapiti Canyon, Phase I recorded as entry number ______ in the official records of the Summit County Recorder. This grant of easement is subject to general note 32.

WEST PARCEL DESCRIPTION:

Beginning at a point which is North 89°48'16" West along the Section Line 1817.01 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11; and running thence North 89'48'16" West along said Section Line 229.90 feet; thence North 58'25'29" West 201.65 feet; thence North 20'27'16" West 331.98 feet; thence North 50'28'23" West 192.10 feet; thence North 27.05'24" West 135.16 feet; thence North 06.27'20" East 279.70 feet; thence North 18.32'18" East 212.82 feet; thence North 30°08'03" West 126.66 feet; thence South 68°44'54" West 471.78 feet; thence North 11°08'24" West 442.03 feet; thence North 13°26'50" East 195.50 feet; thence North 55'30'38" East 387.50 feet; thence North 00'21'13" West 214.93 feet; thence North 83°52'53" West 345.57 feet; thence North 07°02'25" West 450.99 feet; thence North 27'17'13" East 925.46 feet; thence South 57'37'23" East 796.34 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the right, the center of which bears South 60°23'52" East; thence Northeasterly along the arc of said curve 44.08 feet through a central angle of 0911'05"; thence North 5711'35" West 802.22 feet; thence North 2717'13" East 518.69 feet; thence North 89*55'18" East 666.33 feet; thence South 50*36'16" East 676.47 feet; thence South 59°13'10" East 424.42 feet; thence South 57°36'30" West 638.18 feet to a non-tangent point of curvature of a 395.00 foot radius curve to the right, the center of which bears South 44.53.55" West; thence Southeasterly along the arc of said curve 110.48 feet through a central angle of 16°01'30"; thence South 65°02'02" West 50.15 feet to a non-tangent point of curvature of a 345.00 foot radius curve to the left, the center of which bears South 60°19'36" West; thence Northwesterly along the arc of said curve 104.22 feet through a central angle of 17°18'30"; thence South 57°36'30" West 139.38 feet; thence South 89°29'17" West 312.04 feet; thence South 55°17'27" West 111.79 feet; thence South 18*43'50" East 263.97 feet; thence South 09*09'24" East 419.24 feet; thence South 00°14'53" East 1135.85 feet; thence South 16°59'40" East 165.96 feet; thence South 05'16'57" East 176.59 feet; thence South 06'32'26" West 207.53 feet; thence South 29'27'49" East 197.75 feet; thence South 60'17'44" East 239.13 feet; thence South 04'56'15' East 77.29 feet to a non—tangent point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 04'56'15" East; thence Easterly along the arc of said curve 194.65 feet through a central angle of 55'45'45"; thence South 39'10'30" East 200.84 feet; thence South 50'49'30" West 50.00 feet; thence North 39'10'30" West 200.84 feet to a point of curvature of a 150.00 foot radius curve to the left, the center of which bears South 50°49'30" West; thence Westerly along the arc of said curve 145.99 feet through a central angle of 55°45'45" to a point of reverse curvature of a 525.00 foot radius curve to the right, the center of which bears North 04'56'15" West; thence Northwesterly along the arc of said curve 339.92 feet through a central angle of 37°05'49"; thence South 32°09'34" West 134.03 feet to the point of beginning.

Containing 98.17 acres more or less.

EAST PARCEL DESCRIPTION:

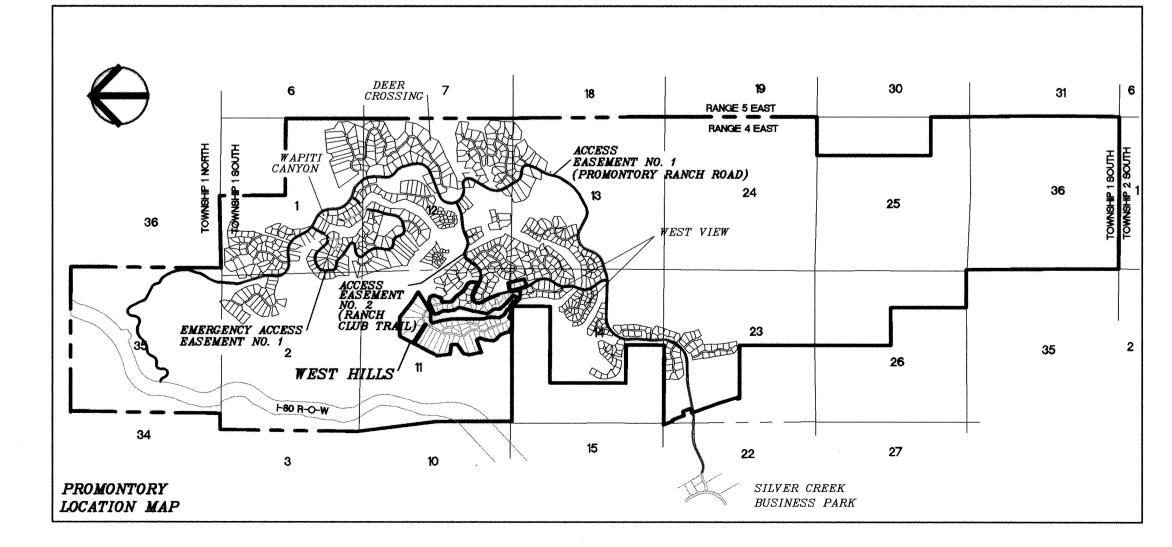
Beginning at a point which is North 89°48'16" West along the Section Line 823.22 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11); and running thence South 12°57'46" East 266.50 feet to a point of curvature of a 1225.00 foot radius curve to the left, the center of which bears North 77°02'14" East; thence Southeasterly along the arc of said curve 30.42 feet through a central angle of 01"25'22" to a non-tangent point of curvature of a 25.00 foot radius curve to the left, the center of which bears South 75°36'52" West; thence Northwesterly along the arc of said curve 38.65 feet through a central angle of 88°34'38"; thence South 77°02'14" West 55.46 feet to a point of curvature of a 325.00 foot radius curve to the right, the center of which bears North 12°57'46" West; thence Northwesterly along the arc of said curve 361.82 feet through a central angle of 63°47'16"; thence North 50°49'30" East 50.00 feet to a non-tangent point of curvature of a 275.00 foot radius curve to the left, the center of which bears North 50°49'30" East; thence Southeasterly along the arc of said curve 107.27 feet through a central angle of 22°21'01"; thence North 28°28'29" East 172.05 feet; thence North 43'41'13" West 670.62 feet; thence North 02'44'21" West 218.83 feet; thence North 34*46'31" West 284.74 feet; thence North 10*26'29" East 517.95 feet; thence North 15°29'56" East 365.69 feet; thence North 11°36'29" East 140.36 feet; thence North 27"15'52" West 190.58 feet; thence North 11"10'20" West 201.91 feet; thence North 02°08'09" East 180.89 feet; thence North 28°40'34" West 180.22 feet; thence North 14°32'12" West 147.72 feet; thence North 65°02'02" East 464.14 feet; thence South 81°38'51" East 185.46 feet; thence South 28°07'07" East 130.68 feet; thence South 17°33'34" West 300.52 feet; thence South 79*10'01" West 160.56 feet; thence South 10*49'59" East 77.53 feet to a point of curvature of a 525.00 foot radius curve to the right, the center of which bears South 79°10'01" West; thence Southerly along the arc of said curve 167.62 feet through a central angle of 1817'35" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears South 82°32'24" East; thence Southeasterly along the arc of said curve 193.49 feet through a central angle of 73°54'32" to a point of reverse curvature of a 275.00 foot radius curve to the right, the center of which bears South 23*33'04" West; thence Southeasterly along the arc of said curve 155.89 feet through a central angle of 32°28'43"; thence South 33°58'13" East 204.95 feet to a point of curvature of a 475.00 foot radius curve to the left, the center of which bears North 56.01'47" East; thence Southeasterly along the arc of said curve 310.44 feet through a central angle of 37°26'44" to a point of reverse curvature of a 200.00 foot radius curve to the right, the center of which bears South 18'35'03" West; thence Southeasterly along the arc of said curve 218.61 feet through a central angle of 62°37'39" to a point of compound curvature of a 425.00 foot radius curve to the right, the center of which bears South 8112'42" West; thence Southerly along the arc of said curve 212.13 feet through a central angle of 28.35'55" to a point of reverse curvature of a 25.00 foot radius curve to the left, the center of which bears South 70°11'23" East; thence Southeasterly along the arc of said curve 37.75 feet through a central angle of 86°30'25"; thence North 66°41'48" West 457.99 feet to a point of curvature of a 225.00 foot radius curve to the left, the center of which bears South 23°18'12" West; thence Southwesterly along the arc of said curve 551.00 feet through a central angle of 14018'42": thence South 27'00'30" East 378.05 feet to a point of curvature of a 1175.00 foot radius curve to the right, the center of which bears South 62'59'30" West; thence Southeasterly along the arc of said curve 288.04 feet through a central angle of 14°02'44"; thence South 12°57'46" East 491.14 feet to the point of beginning.

Containing 33.66 acres more or less.

SOUTH PARCEL DESCRIPTION:

Beginning at a point which is North 89*48'16" West along the Section Line 484.06 feet from the Southeast Corner of Section 11, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°48'16" West 2659.63 feet between said Southeast Corner and the South Quarter Corner of said Section 11); and running thence South 13*22'40" East 442.14 feet; thence South 7112'17" West 251.30 feet to a non-tangent point of curvature of a 1175.00 foot radius curve to the right, the center of which bears North 63*19'58" East; thence Northwesterly along the arc of said curve 281.05 feet through a central angle of 13'42'16"; thence North 12'57'46" West 341.42 feet; thence North 77'02'14" East 279.15 feet; thence South 13°22'40" East 152.13 feet to the point of beginning

Containing 3.86 acres more or less.





WEST HILLS

LOCATED IN LOCATED IN SECTION 11. TOWNSHIP 1 SOUTH, RANGE 4 EAST. SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH

SHEET 2 OF 5

RECORDED

STATE OF WTAL COUNTY OF Summit

Summit Escrow & Title

607462

DATE <u>61-03-2002</u> TIME <u>09:43 AM</u> RECORDED AND FILED AT THE REQUEST OF:

ENTRY NO ____

1777 Sun Peak Drive * Park City, Utah 84098 (435) 645-9000 * fax (435) 649-1620

West Hills 20+5

1777 Sun Peak Dr. * Park City, Utah 84098 (435) 645-9000 * fax (435) 649-1620

LOT 58

LOT 47

43,562 sq.ft. 1.00 acres

N85'42'36"W

LOT 46 43,560 sq.ft.

1.00 acres

LOT 45 43,560 sq.ft. 1.00 acres

LOT 59

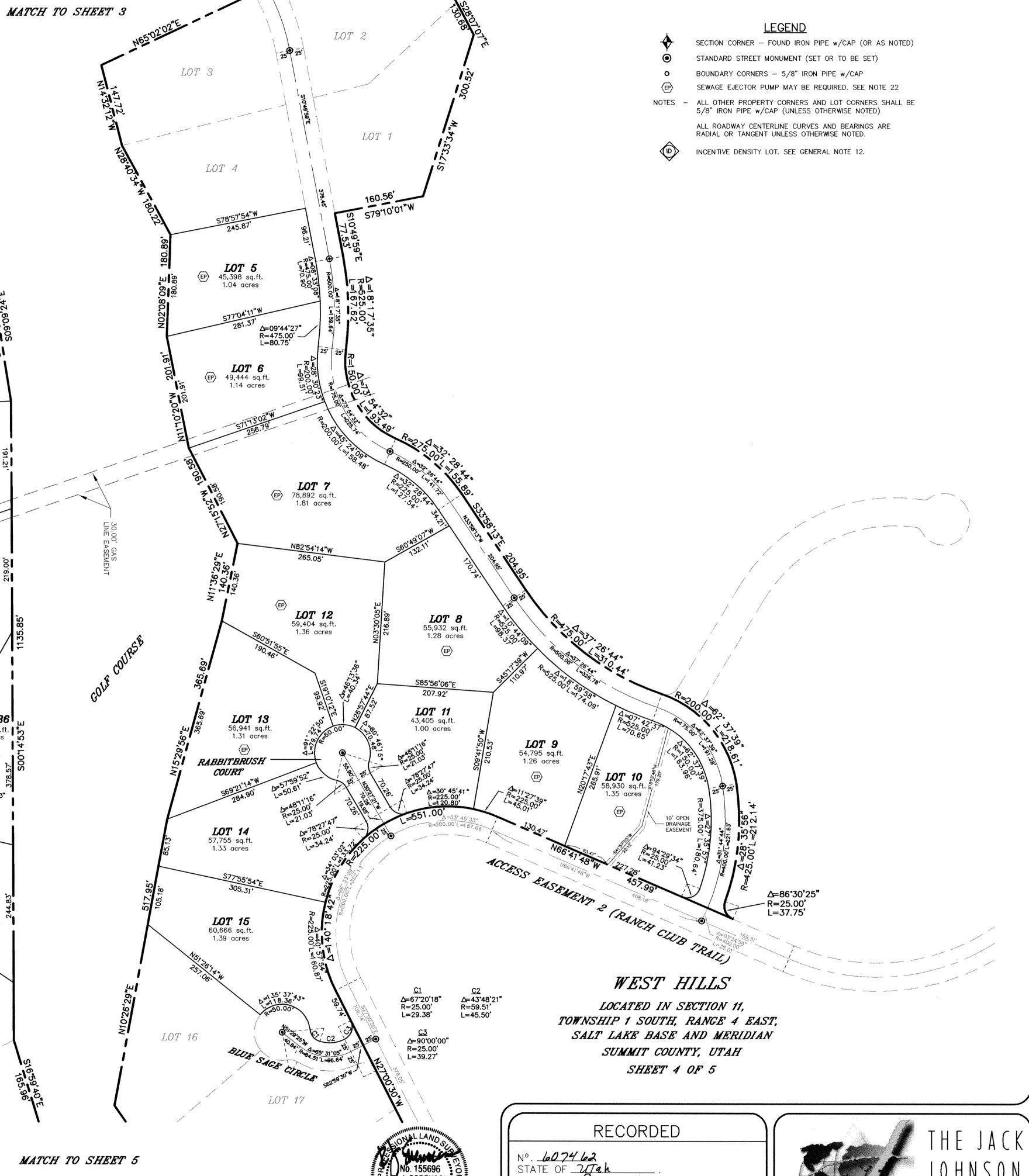
LOT 60

153,511 sq.ft. 3.52 acres

LOT 61 135,885 sq.ft. 3.12 acres

EP LOT 62
125,020 sq.ft.

2.87 acres



COUNTY OF Summit.

RECORDED AND FILED AT THE REQUEST OF:

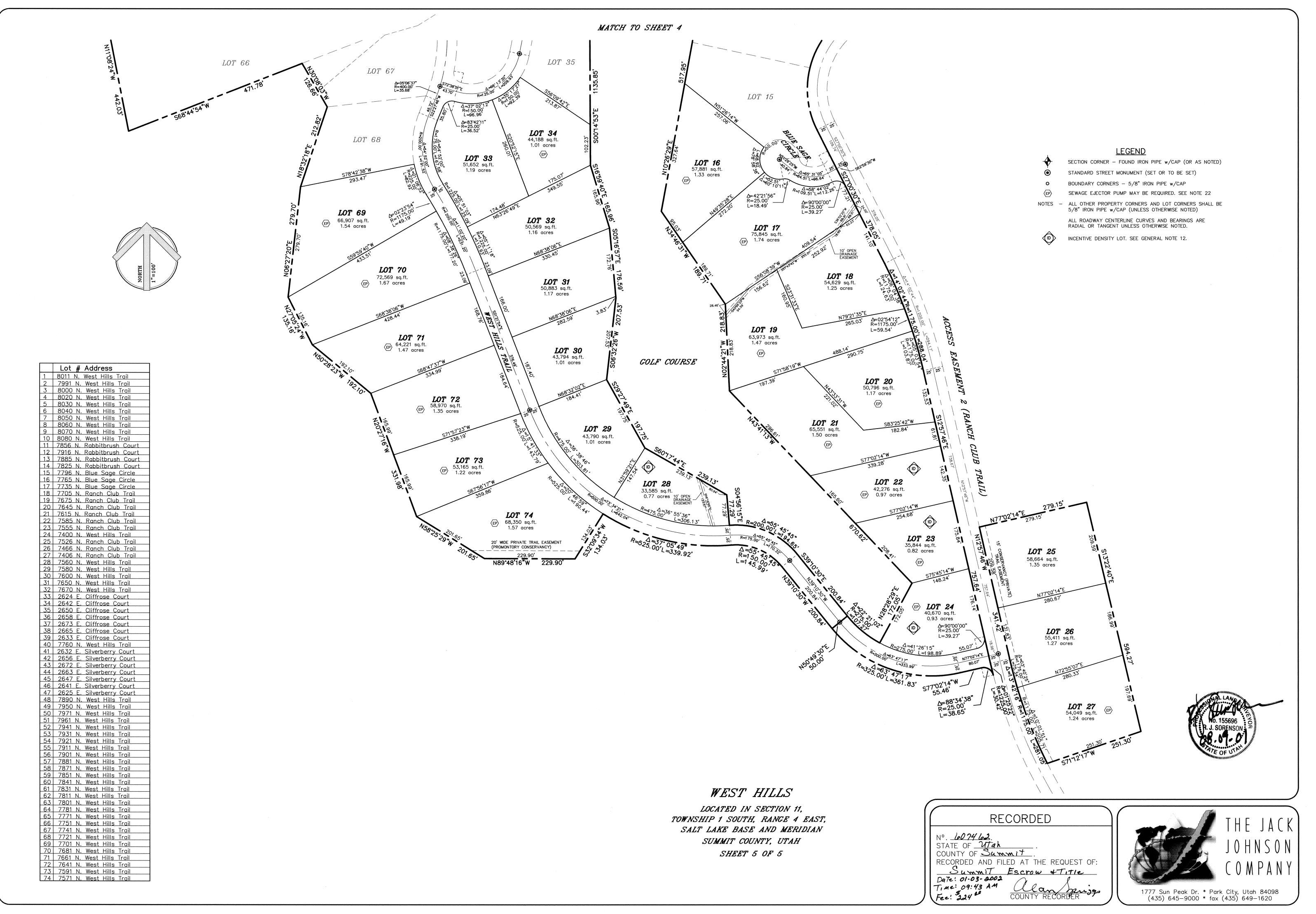
Summit Escrow & Title

Date: 01-03-2002

Time: 09:43 AM

Fee: 22400 COUNTY RECORDER

1777 Sun Peak Dr. * Park City, Utah 84098 (435) 645-9000 * fax (435) 649-1620



West Hills 50+5