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Rhonda Francis Summit County Recorder

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By SUMMIT ESCROW & TITLE

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WHEN RECORDED RETURN TO:

Kelli S. Brown, General Manager
Promontory Development, LLC
8758 N. Promontory Ranch Road
Park City, Utah 84098

**SUPPLEMENTAL MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PROMONTORY**

**LIBERTY RANCH AT STAR POINT SUBDIVISION
SUMMIT COUNTY, UTAH**

THIS SUPPLEMENTAL MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PROMONTORY is made as of this 12th day of July, 2024, by PROMONTORY DEVELOPMENT, LLC, an Arizona limited liability company, referred to below as "Declarant."

RECITALS:

A. Promontory Development, LLC is the successor Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Promontory dated January 2, 2002 and recorded January 3, 2002 as Entry Number 00607465 in Book 01426 at Page 522 of the Official Records of the Summit County Recorder (the "Declaration"). All capitalized terms contained herein shall have the definitions set forth herein or in the Declaration.

B. Declarant is the owner of certain real property located in Summit County, Utah, which is more particularly described in Exhibit A hereto. The Liberty Ranch at Star Point Subdivision (the "Subdivision") is included within the Initial Property.

C. Declarant intends to develop the Subdivision as employee housing subject to and required by the Promontory SPA Plan, dated January 16, 2001, as amended, and subject to certain protective covenants, conditions and restrictions all as set forth in the Declaration and this Supplemental Declaration, as well as additional deed restrictions related to employee housing, all of which are deemed to be covenants running with the land both burdening and benefitting the Lots within Promontory, including the Subdivision.

D. The following terms are hereby incorporated as part of the Declaration and to the extent these terms modify or conflict with any provisions of the Declaration, these terms shall control. All other terms of the Declaration not modified shall remain the same.

SUPPLEMENTAL DECLARATION:

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision, on the real property described on Exhibit A, shall be held, sold, conveyed, encumbered, leased, used, occupied and improved

subject to the protective covenants, conditions, restrictions, rules, regulations, design guidelines, and equitable servitudes set forth in the Declaration, as modified by this Supplemental Declaration.

1. Only the following Articles in the Declaration shall apply to the Subdivision:
 - a. Article IV – Architecture and Landscaping, and
 - b. Article V – Maintenance and Repair, and
 - c. Such definitions, descriptions, and the like found in other Articles that provide necessary meaning for the terms and conditions in Articles IV and V.

2. Ongoing Duties of Owners under the Development Agreement for the Promontory Specially Planned Area (“Promontory SPA”).
 - a. The Subdivision lies within land governed by the Development Agreement for the Promontory SPA. The Declarant was required to implement and has implemented a comprehensive set of Design and Thematic Character Guidelines as a part of the approval process for each construction project within the Promontory SPA. The summary of Design and Thematic Character Guidelines were included as Exhibit G to the original Promontory SPA Plan Book of Exhibits and has been amended from time to time. Exhibit G represents certain standards that must be maintained, at a minimum, by the Promontory Conservancy homeowner’s association, and such standards may continue be amended by the Conservancy from time to time. To the extent possible, the Design Guidelines and the Design and Thematic Character Guidelines will be utilized to guide the design of all structures in the Community, including but not limited to all single family residential dwellings (attached or detached), equestrian facility, gate houses, employee housing, club and maintenance facilities, schools and fire station. The CC&Rs pertaining to Promontory must remain at all times consistent with these Design and Thematic Character Guidelines.
 - b. All owners within the Subdivision shall comply with applicable portions of the Promontory Design Guidelines, also consisting of Design Review Procedures and Construction Regulations, as amended from time to time.
 - c. The plans and specifications approved by the Promontory Architectural Review Committee for construction in the Subdivision shall be deemed to comply with the Design and Thematic Character Guidelines.
 - d. Any future modifications to any building or landscaping must be submitted to and approved by the Promontory Architectural Review Committee prior to making any such modification.

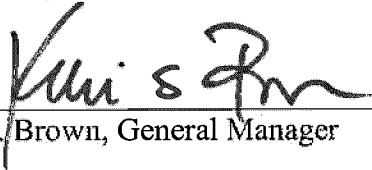
3. Limited Duties of the Promontory Conservancy: No owner or occupant of any real property in the Subdivision
 - a. shall, by virtue of their ownership or occupancy, be a member of the Promontory Conservancy Inc. (Home Owners Association), and
 - b. shall have any obligation to pay any dues or assessments to the Promontory Conservancy.
 - c. Because neither the owner nor any occupant of real property within the Subdivision shall have any obligation to pay dues or assessments to the Conservancy, the Conservancy’s services to the Subdivision shall only be provided pursuant to written agreement with the owner of the real property within the Subdivision.
 - d. The Conservancy shall have the right, but not the obligation to pay for or provide any services or maintenance of any kind, including by not limited to maintaining any roads,

parking lots, or landscaping; providing snow removal services; providing any gatehouse services, providing or paying for any water; providing or paying for or maintaining any sewer lines, sewer apparatus, pump system, or the like.

- e. If any service or maintenance is provided by the Conservancy, the owner of the real property within the Subdivision shall reimburse the Conservancy for the same within a reasonable time after demand.
- f. Neither the owner of any real property in the Subdivision nor any renter or occupant within the Subdivision shall have any right or easement of use, access or enjoyment to any Common Area outside of the Subdivision, unless the renter or occupant is also an employee or immediate family member of an employee of the Promontory Club or the Conservancy.

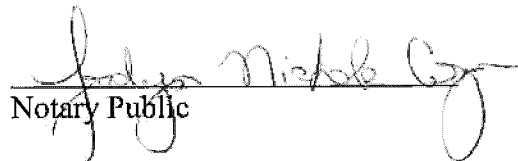
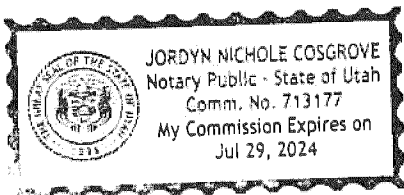
THIS SUPPLEMENTAL DECLARATION was executed as of the date stated above.

Promontory Development, LLC



Kelli S. Brown, General Manager

On this 19th day of December in the year 2023, personally appeared before me Kelli S. Brown, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn, did say that she is the General Manager of Promontory Development, LLC and that this document was signed by her in behalf of said Company by Authority of its Operating Agreement or Resolution, and said Kelli S. Brown acknowledged to me that Promontory Development, LLC executed the same. Witness my hand and official seal



Notary Public

EXHIBIT A - SUBDIVISION BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND LOCATED IN SUMMIT COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL D, SILVER GATE RANCHES, A MASTER PLANNED COMMUNITY PHASE 1 SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY #783699, SAID POINT BEING SOUTH 89°35'56" EAST ALONG THE SECTION LINE 1438.50 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 89°35'56" EAST ALONG SAID SOUTH LINE 324.86 FEET TO A POINT ON THE SOUTH LINE OF LOT 2, OF SAID SILVER GATES RANCHES SUBDIVISION; THENCE SOUTH 0°16'14" WEST 551.84 FEET TO A POINT ON A 458.60 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 29°56'30" WEST); THENCE NORTHWESTERLY ALONG SAID 458.60 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°00'25", A DISTANCE OF 136.12 FEET (CHORD BEARS NORTH 68°33'42" WEST 135.63 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 345.18 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°47'17", A DISTANCE OF 113.19 FEET (CHORD BEARS NORTH 86°27'33" WEST 112.58 FEET); THENCE SOUTH 84°08'49" WEST 111.03 FEET TO A POINT ON THE EASTERLY 100.00 FOOT WIDE RIGHT OF WAY LINE, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER IN BOOK 1506 ON PAGES 1541-1545; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) NORTH 20°21'24" EAST 77.37 FEET TO THE POINT OF CURVATURE OF A 550.00 RADIUS CURVE TO THE LEFT, 2) NORTHEASTERLY ALONG SAID 550.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°47'54", A DISTANCE OF 295.64 FEET (CHORD BEARS NORTH 4°57'26" EAST 292.10 FEET), 3) NORTH 10°26'31" WEST 110.64 FEET TO THE POINT OF CURVATURE OF A 450.00 FOOT RADIUS CURVE TO THE RIGHT, 4) NORTHWESTERLY ALONG SAID 450.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 4°42'10", A DISTANCE OF 36.93 FEET (CHORD BEARS NORTH 8°05'25" WEST 36.92 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 156,315 SQ.FT. OR 3.588 ACRES (1 LOT)

PARCEL SS-51-C-4

ALSO KNOWN AS LOT 1 OF LIBERTY RANCH AT STAR POINT SUBDIVISION ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER'S OFFICE.