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1 DEFINITIONS

To warrant the smooth reading and understanding of these Design Guidelines, the following capitalized terms shall have the meaning given them in the Declaration or the By-Laws:

1. Governing Documents (as defined in *Section 1.4 of the Declaration*), including: Declaration, Supplemental Declaration, Articles of Incorporation, By-Laws, Design Guidelines, Use Restrictions, and Development Agreement.
2. Architectural Review Committee (referred to herein as the "Committee")
3. Board of Directors (referred to herein as the "Board")
4. By-Laws
5. Common Area
6. Promontory or Community (sometimes referred to herein as the Promontory Community)
7. Conservancy
8. Conservancy's Agent
9. Declarant
10. Development Agreement
11. Lot
12. Owner
13. Plat
14. Record, Recording, or Recorded
15. Residence
16. Supplemental Declaration
17. Village

The following capitalized terms shall have the meaning given them in the Development Agreement:

1. Building Permit
2. County
3. Developer
4. Estate Lot

5. Incentive Density
6. Open Space
7. Promontory SPA Plan and Promontory SPA Plan Book of Exhibits (as they are attached as an integral part of the *Development Agreement*)
8. Residential Unit
9. Resort Unit
10. Viewshed

The following capitalized terms, if defined in the Declaration or the Development Agreement, shall keep their meanings defined therein, and shall be more specifically defined below for the purposes of these Design Guidelines only. Capitalized terms delineated below for the first time shall be defined by the following for the purposes of these Design Guidelines and for Promontory Design Review. Any terms which are not listed in this Section 1: Definitions shall be defined in the Design Guidelines.

1. Architect: Either a (1) Licensed Architect or an (2) unlicensed designer, engineer, draftsman, or other person who properly submits Committee requisites and is *pre-approved* by the Committee to fully participate as an Architect in connection with an Owner whose Lot is undergoing or will immediately (upon proper Architect selection) undergo Design Review.
2. Builder(s): An Owner's General Contractor (including any and all of such Contractor's subcontractors, employees, agents, materialmen, and other persons working in conjunction with the construction of improvements on such Owner's Lot.
3. Committee Member: Any particular member of the Committee, as set out in *Section 8.1* herein.
4. Committee Representative: Any Committee Member or designated person(s) who is, at a Committee Member's request, acting on behalf of a Committee Member or of the Committee as a whole.
5. Damage: Damage caused to the Homesite or to any neighboring Homesite(s), Open Space(s), Common Area(s), golf course(s), roadway(s), public rights-of-way, or any other property within Promontory by the Owner and/or the Owner's Architect(s) and/or Builder(s) during construction on the Homesite, as well as any defect, problem, disturbance, or damaging effect caused by noncompliance with or violation of the *Guidelines* or of the Governing Documents or by

nonconformance to state or local laws, ordinances, and regulations (including building ordinances and/or zoning requirements).

6. Design Guidelines: The Promontory *Design Guidelines* as defined in the *Declaration* and adopted as part of the Governing Documents, including any and all attached *Supplemental Design Guidelines* (which may either add or modify restrictions applicable to a certain Village in the Community), Appendices, and/or Amendments thereto. Also referred to herein as "*Guidelines*."
7. Design Review: The comprehensive Architectural Review process by which an Owner submits plans for building a residence on a Promontory Homesite, which process begins with Architect Selection and ends with Final Inspection and Final Release (See *Section 2* for a complete Design Review list).
8. Development Agreement: That certain *Development Agreement* dated January 16, 2001 and more fully defined in the *Declaration*, including any and all Exhibits thereto, and specifically referencing in these *Design Guidelines* the following Exhibits: the Landscape Master Plan (*Exhibit J*) and the Wildfire Prevention Program (*Exhibit L*).
9. Final Release: The final phase of Design Review (as described in *Section 7.14* herein), which merits the return of the *Performance Deposit Agreement*, the *Notice of Voluntary Lien*, and the Performance Deposit, or any balance thereof.
10. Fire Department: Park City Fire Service District
11. Governing Documents: The seven (7) items listed under "Governing Documents" above, as they are defined in *Section 1.4* of the *Declaration*, including any and all amendments, appendices, and/or supplements to each of those Governing Documents respectively, and any rules and/or regulations adopted or promulgated by either the Conservancy or the Committee, in the Conservancy's behalf.
12. Gross Total Area: This Area is comprised of *all* areas of the home including all garage(s), unconditioned storage space/mechanical rooms, and all covered porches/patios on the ground level and all open and covered porches on the upper level(s). This space is specifically measured starting at the *outside* perimeter of the home.
13. Homesite Design: The overall, complete aesthetic and architectural vision for a Homesite, including landscaping, architecture, and any other improvements intended for the Homesite.
14. Landscape Master Plan: *Exhibit J* of the *Development Agreement*, and referred to herein as being applicable to the Community.

15. Lot or Homesite or Site: The specific Lot currently causing an Owner (including such Owner's Architect(s) and such Owner's Builder(s)) to participate in Design Review at Promontory.
16. Net Livable Area or Enclosed Livable Space/Area: The home's "net livable area" is comprised of all of the enclosed livable area of the home, including stairs and elevators (which are calculated one time as a shaft through the home on the level of the home where they occupy the most total area), and "walk out" floor levels. The following areas are not included in the "net livable area": (1) garage(s), (2) basement(s) (so long as the basement's finished ceiling and all four sides of the basement are completely below existing, pre-construction grade on the Lot; there is no direct ingress or egress at the basement level to the exterior; and there are no window wells or other openings which would allow certain habitable uses such as sleeping areas to be created in the future. Basements meeting such requirements may be conditioned spaces.), (3) *unconditioned* storage area(s), *unconditioned* mechanical rooms, fireplaces, any and all completely walled-in chases/cavities and exterior and interior walls except for door openings.
17. Owner: The particular Owner of the Lot presently undergoing Design Review at Promontory.
18. Performance Deposit: The Performance Deposit which is defined in *Section 7.9* herein.
19. Performance Deposit Agreement: The two-part agreement, as defined in *Section 7.9* herein, including the *Deposit Agreement* and the *Notice of Voluntary Lien*.
20. Plan(s): Any and all Site Plans, Floor Plans, Elevations, drawings, specifications, models, depictions, and/or other plans submitted as part of Design Review.
21. Retention and/or Ridgeline Area: A visually sensitive area within Promontory in which development and activities may occur so long as such development is not visually evident or it is subordinate to the characteristics of the natural landscape. For the purposes of these *Guidelines*, Retention Areas are those areas facing the I-80 and/or U.S.-40 Viewsheds and Ridgeline Areas are those which are positioned on the top of a ridgeline in the Community. Lots within both of these Areas shall have special architectural restrictions, which restrictions are fully set out and detailed herein.
22. Transition Date: The date on which the Class B control period terminates, as such control period is defined in the *Declaration* and the *By-Laws*. For the purposes of these *Guidelines*, this is the date on which the Conservancy Agent assumes the Conservancy duties previously owned by the Declarant.
23. Wildfire Prevention Plan: *Exhibit L* of the *Development Agreement*, and referred to herein as being applicable to the Community.

2 THE DESIGN PHILOSOPHY

In order for the Promontory Community to achieve the authentic mountain ranch character that is so appropriate to its setting, the entirety of its architecture and its landscape must work together in harmony. Many interpretations of this uniquely rustic character are both anticipated and encouraged in each of Promontory's building structures and throughout each of its custom neighborhoods. As this architectural rarity and unique sophistication are expected in every Promontory design, a consistently unified respect for natural wildlife and for the historic ranch environment so distinct to Promontory's character and vision must be honored as well.

Specifically, the architecture in Promontory's custom homes must evoke qualities of authenticity, proportionality, craftsmanship, sustainability, and social sophistication. Heavily textured material, deeply recessed windows, large, protective overhangs, staggered and shapely roof formations, strong, sturdy architectural massing, rustic and natural earth tones, and the significant use of stone and wood are only some of the primary design elements required on all Promontory Homesites.

The Promontory Design Guidelines (hereinafter, the "Guidelines") serve to address and to carefully monitor this important design philosophy, as they are used to evaluate every architectural plan and Homesite Design considered within the Promontory Community. As designs for future Promontory dwellings are created, these Guidelines are intended to provide clear direction to Homesite Owners, Architects, and Builders alike as they ensure the compatibility of all design philosophies which may take shape throughout Promontory currently and in years to come. The Guidelines are not purported to encourage look-alike Homes with identical colors, materials, etc., but instead, they are the backbone of a harmonious architectural approach that will consistently integrate every Promontory dwelling into the authentic, natural, mountain ranch character that is so unique to Promontory's creation and vision.

The architectural standards and design restrictions set forth in these Guidelines should be respected by all Promontory Homesite Owners, Architects, and Builders—as well as by the Summit County community at large—as they are the primary tool for environmentally protecting, preserving, and enhancing the authentic wild lands that will more fully become the Promontory Community over time.

The design of each dwelling must necessarily be tailored to fit the unique landscape and topographic features of its own Homesite. A preconceived design which was initially suited or intended for another environment or landscape will never be permitted within Promontory. Before any Homesite Design is created, the Homesite Owner and Architect should conduct a thorough Homesite evaluation, through which they should gain a complete understanding of the Homesite's topography, sun angles, view corridors, and relationships with ridgelines and native landscape features. It is only after this complete evaluation has been conducted that an

Owner and his/her Architect can accurately determine all natural restraints and/or particularities that must be honored in the Homesite Design. Once this environmental understanding is carefully considered, a successful Promontory Homesite Design can be crafted.

Pursuant to these Guidelines, a comprehensive architectural review process (hereinafter, "Design Review") is established to assist every Owner and Architect in facilitating an environmentally sound and aesthetically appropriate Homesite Design. Design Review mandates that the experts who developed Promontory from infancy be involved in critiquing, correcting, and approving all Promontory Homesite Designs. Because preserving and enhancing the unique mountain landscape of Promontory is a primary concern to the Promontory Developer, to Summit County, and to surrounding landowners, the Architectural Review Committee (hereinafter, the "Committee") has been established for the sole purpose of ensuring that these important Promontory principles are complied with on every Homesite, throughout all phases of such Homesite's development. For this reason alone, the following Design Review process operates as a mandatory part of home building at Promontory. Design Review encompasses the following ten phases (which are fully detailed in Section 7 of these Guidelines):

1. **Architect Selection and Approval** (Section 7.1).
2. **Pre-Design Conference** (Section 7.2).
3. **Preliminary Design Submittal, Design Review Fee Payment, and Preliminary Approval** (Sections 7.3 & 7.4).
4. **Final Design Submittal and Final Approval** (Sections 7.5 & 7.7).
5. **Performance Deposit Payment and Performance Deposit Agreement** (Section 7.9).
6. **Summit County Approval(s)** (Section 7.10).
7. **Pre-Construction Conference** (Section 7.11)
8. **Construction Commencement and Completion** (Section 7.12)
9. **Owner's Letter of Certification** (Section 7.13)
10. **Final Inspection and Final Release** (Section 7.14).

This Design Review procedure is intended to provide thorough and consistent checkpoints throughout the entire design and development of every Homesite in Promontory, so that time and money are not focused toward planning, designing, and/or building which fails to comply with the Guidelines, negates the Promontory vision, or does not integrate into and enhance the natural, unique topography of a Homesite. Thus, it becomes vital that each of the above steps be followed in their entirety and in the correct sequence. Design Review at Promontory is an exacting, streamlined process that, if thoroughly adhered to, will not result in time delays for an Owner, but rather, will ensure that all Owners, Architects, and Builders within Promontory take a careful, site-sensitive approach to the development of Homesites within this unique, unmatched Community.

In addition to the above explanation, every Owner, Architect, and Builder should keep the following items in mind while carefully reviewing the Guidelines detailed herein:

1. All Homesites located within a Retention and/or a Ridgeline Area (as designated in the Viewshed Description attached as *Appendix A*) may have special County-mandated requirements, which will be detailed in the main body of these *Guidelines*. For special modifications which apply to non-residential sites located within a Retention or a Ridgeline Area, see the attached *Appendix B*.
2. Some Villages may have *Supplemental Guidelines*, which are hereby made a part of these *Guidelines*, and which will be applied and enforced as an integral part of these *Guidelines* anywhere they are included as such.
3. Some Villages within Promontory have been contemplated so that they have a particular, specially integrated village appearance. If a Homesite is located within one of these Villages, *Supplemental Guidelines* specific to the particular Village will be included as an integral part of these *Guidelines*. At all times, Owners shall be responsible for seeing that he/she and his/her Architect(s) and Builder(s) obtain, review and comply completely with every part of these *Guidelines* and the Governing Documents.
4. The Committee specifically reserves the exclusive and unequivocal right to make both objective and subjective determinations and/or applicable Approvals regarding whether or not each Homesite Design and its corresponding set of Plans complies with the true intents and objectives of the *Guidelines*.
5. The Design Review process is intended to operate as an independent precondition to the County requisites for obtaining the mandatory County Building Permit. The Design Review process is solely intended to enforce the *Guidelines*, not to determine compliance with County ordinances. After the Committee issues Final Approval on a Homesite Design, every Homesite Owner has the

separate responsibility to submit his/her plans to the County for additional scrutiny and approval regarding County zoning ordinances, County Building Code/Building Permit requirements, and Ridgeline and Retention Area protection requirements.

6. These *Guidelines* and the Design Review process shall apply to all residential custom and semi-custom home construction in Promontory; however, at the Committee's discretion, the *Guidelines* shall not apply to utility or commercial structures, club amenities, resort facilities, and/or residences built by the Developer of Promontory (except where those facilities are located in Retention and/or Ridgeline Areas, meaning they must comply with County-mandated requirements, which requirements are specified in these *Guidelines*).
7. The ultimate goal of the Design Review process at Promontory is to ensure that Promontory becomes the finest mountain ranch community of its time, and that it is maintained as such.

3 HOMESITE DESIGN AND PLANNING GUIDELINES

The climate, terrain, and existing vegetation at Promontory are all important factors to be considered in the designing of any improvements to properties within the Community. The following guidelines are intended to ensure environmentally sound and aesthetically pleasing development at Promontory, which will mutually benefit all Promontory members.

3.1 The Building Envelope Concept

The building envelope concept is a major component of the philosophy behind designing and planning improvements on each individual Homesite. The building envelope is the portion of each Homesite within which *all* improvements, including, but not limited to any and all building projections, structures, decks, walks, landscaping improvements, grading, fencing, and all mechanical equipment, must be located, as this envelope is the *only* area of the Homesite where alterations or disturbance to the natural landscape (other than the supplemental planting of native vegetation which has been specifically approved by the Committee) may occur. The specific building envelope for each Homesite, as indicated on the building envelope exhibit that is given to each Owner at the time of Lot purchase, is designed to protect and preserve the natural landscape features of the Homesite and preserve views from adjacent Homesites. Limited encroachment outside of the prescribed building envelope may only be considered for approval by the Committee where unique terrain, vegetation constraints, and/or limited Homesite width may warrant such encroachment. Under any of these limited circumstances, such encroachment will still be subject to applicable setback requirements. The Committee may, in its sole discretion, allow reconfiguration of the building envelope.

3.2 Homesite Work

No excessive excavation or fill will be permitted on a Homesite unless the Committee has specifically approved such excavation or fill because of terrain considerations. Ordinarily, the amount of cut and fill must be balanced with the minimal use of retaining walls and engineered building pads.

The clear cutting of vegetation within any building envelope will not be permitted; however, some selective pruning and/or the removal of trees and shrubs is necessary for developing any Homesite. Keep in mind that *any* cutting of trees or vegetation must be pre-approved by the Committee. If an Owner removes vegetation without Committee approval, such Owner shall be responsible for paying to promptly restore any and all vegetation removed with materials of like kind and size and shall be subject to a minimum \$2,500.00 penalty fine.

The Committee will closely monitor the design of Homesite improvements around existing vegetation, to ensure that all root systems remain intact and that the water supply to all vegetation is appropriately maintained.

3.3 Grading and Drainage

All grading and drainage work on a Homesite must comply with the approved master grading and drainage plans for Promontory. All Homesite grading and drainage work can only disrupt the Homesite minimally, as the work must not alter natural runoff drainage patterns or create any conditions that could lead to unnecessary soil erosion. In specific cases, the Committee may allow a portion of a drainageway to be re-routed within the Homesite's building envelope, but this allowance should not be assumed in all cases. The Committee may deny moving a drainageway for a number of reasons, which may include but are not limited to the following: the movement possibly causing a loss of vegetation, however minimal; the movement becoming an eyesore, or the movement causing civil engineering complications. As well, any drainage easements defined on a Recorded Plat may not be relocated without appropriate County approval(s).

Sound construction and grading practices must be used to implement Homesite surface drainage. Any improvement that creates an obstruction to surface flows and/or causes stormwater to back up onto a neighboring land tract or Homesite is strictly prohibited.

All ground floor levels on a Homesite should occur at a vertical elevation that allows for the final placement of backfill, walkways, driveways, and porches to produce positive drainage which moves away from the structure in all directions, while such backfill remains within the building envelope (as such envelope is described in *Section 3.1* above) on the Homesite at all times. On hillside Homesites, the Committee recommends including foundation waterproofing and a perforated pipe foundation drainage system along the uphill and sidehill foundation walls.

For sloping Homesites with a natural grade elevation variation greater than three (3) feet across the footprint of the proposed structure, the Committee requires residential design solutions to incorporate slope considerations so the structure will step upward or downward with the natural slope. On sloped Homesites, the Committee will not approve any artificial terracing that creates an engineered pad suited to accommodate a "flat" Homesite Design.

When cut/fill operations are required, the slopes must have at least a four to one (4:1) ratio to allow for natural revegetation. If cut and fill slopes are at all steeper than the four to one (4:1) ratio, the Committee will require a pre-approved retaining wall to be built on the slopes.

During the construction phase, any and all Builder(s) shall take appropriate measures to eliminate erosion. *Section 6.9* below outlines the specific in-the-field grading and drainage requirements which all Owners shall be responsible for ensuring their Builders complete to accomplish effective erosion elimination, and *Section 6.9* also explains when those requirements must be met.

3.4 Access Drives

Driveway surfaces are the only improvement allowed outside the building envelope, except for underground utilities servicing the Homesite; thus, driveway designs are carefully analyzed and regulated by the Committee. Each Homesite may be accessed by a single or a shared driveway as detailed below. Circular drives are generally not allowed unless they enter and exit the building envelope at a single point. Access drives shall *always* be located so they preserve and avoid disturbing important natural features, such as large or significant plant materials, drainageways, and/or rock outcroppings; and such drives shall always minimize disruption of the existing landscape as well.

The Wildland Fire Program, which is included as *Exhibit L* of the *Development Agreement*, mandates the following as related to driveways in Promontory:

1. The maximum grade of any driveway may not exceed 10 percent. However, for a maximum of 250 lineal feet, a driveway which has a maximum grade of up to 12 percent may be approved. Any driveway which exceeds either of these maximum grade limits must be specifically approved by the Fire Department and if approved, shall be heated.
2. The minimum width of the graded/paved surface of any driveway shall be 12 feet. The minimum unobstructed vertical clearance for any and all driveways shall be 13 feet six (6) inches.
3. Any and all driveways with a length of over 150 feet (regardless of whether they are locked by a gate) shall include a turnaround (which must be pre-approved by the Committee) for emergency vehicles where the driveway meets the building pad. Any and all driveways which greatly exceed this 150 foot length shall include such a turnaround every 400 feet.

As well, the graded/paved surface of a single access driveway shall not exceed 14 feet in width where it crosses the road right-of-way, nor shall the driveway exceed this 14 foot width anywhere between its crossing the front setback of the Homesite and its connecting to the street pavement. Shared driveways may be up to 18 feet in paved width in all of these same areas.

The Committee will closely evaluate every driveway in relation to its applicable building envelope, to any and all applicable rights-of-way, and to the applicable overall Homesite Design.

The Committee must also approve the proposed driving surface of every driveway at Promontory. Driveways are encouraged to be made of colored and exposed aggregate concrete, pavers, bomonite, or other pattern/texture methods. No uncolored concrete is permitted. Asphalt is allowed as a driveway material; however, the Committee, in its sole discretion, may require any asphalt drive to have an attractive, finished edge made of concrete, pavers, or another material acceptable to the Committee.

Where necessary, the Owner shall be responsible for installing a concrete or metal culvert pipe (with a diameter of 18 inches or greater) beneath each access driveway—between the road shoulder and the property line—unless otherwise approved by the Committee. In some cases an 18 inch pipe may be too large to install because of Homesite conditions. If this is the case, the Committee will consider allowing the following alternative: Instead, the invert flowline of the pipe shall be aligned and sloped so that ditch/drainageway storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with stone headwalls, which must be made of a Committee-specified stone type and which must be laid according to the Promontory standard. A construction design detailing the headwall must be supplied to the Committee for pre-approval *prior to* installation.

3.5 On-Site Parking

Each Homesite must have an area *within* the building envelope that accommodates parking for two (2) guest automobiles (by providing each a parking space that is at least 9 by 18 square feet). Owners possessing trucks, buses, motor homes, campers, boats, trailers, motorcycles, or any other motorized vehicle other than a conventional automobile, shall store or park these vehicles within an enclosed garage, so they are completely hidden from view. Any outside parking of guests' motor homes, buses, or any other large recreational vehicles is prohibited at *all* times within Promontory, even when loading and unloading.

No on-street parking will be permitted at Promontory. Parking for all construction vehicles must be contained on the Homesite where construction is occurring. Parking on the street may be ticketed by the Conservancy and may warrant a fine in the amount the Conservancy, in its sole discretion, deems appropriate. Any such ticket and/or fine will become a lien upon the Lot to which the person(s) responsible for the inappropriately parked vehicle are visiting.

3.6 Utilities

Utility services are stubbed to the front property line of each Homesite. Sewer, gas, electricity, telephone, and cable service locations are clustered (usually along with those of an adjacent Homesite) in one (1) utility easement located adjacent to each Homesite. Each Owner is responsible for extending all utility services from the stub location to the residence and for making sure this extension is routed, so as to minimize disruption to the natural landscape. Utility trenches may never encroach into any required setback, except where they initially travel from the service tap into the building envelope and must cross the natural area of the Homesite in order to do so. In most cases, this utility access to the building envelope should be located where the driveway enters the property. All utility water readouts shall be located on an exterior building wall or another easily accessible location specified by the Committee so that they provide for seeable reading. All utility boxes should, however, be appropriately buffered and screened (i.e. painted to match the wall surface on which they are mounted and surrounded by appropriate landscaping as pre-approved by the Committee), so as to prevent direct view from the street, from adjacent Lots, from Open Space(s), and from Common Area(s).

All disturbed areas of the Homesite must be restored as closely as possible to their natural condition. Information regarding utility connection procedures may be obtained by contacting the respective utility companies directly. Owners may contact the Promontory Sales Staff and/or the Promontory Conservancy for utility companies' current contact information.

Natural gas service may not be available in all areas of Promontory. In such areas, Owners may choose to use a propane-fired heating system or appliances, the fuel storage tank (which tank is *only* allowed on Homesites which are not served by natural gas) must be buried within the building envelope, must be clear of all setbacks, and must satisfy all building code-related clearances mandated by the County.

Each Owner intending to connect his home to technology utility services (including telephone, cable television, telecommunication services, security mechanisms, and/or any other systems for sending/receiving data and other electronic signals) must do so through Promontory's telecommunications carrier, All West Communications, Inc. These Owners *must* meet or exceed the Promontory Developer's minimum residential wiring system standards, which standards are illustrated in *Appendix M*.

The placement of any and all utility boxes and equipment shall be pre-approved by the Committee. See *Section 3.9* below.

3.7 Walls and Fencing

Homesite walls and/or fences must be designed so they are a visual extension of the residence, by using similar materials and finishes. In *no* case will Homesite walls or fences be permitted to arbitrarily delineate the building envelope, although such walls or fences may be used to define pet runs, small yards, courtyards, or terraces that are in close proximity to the residence for privacy purposes. These privacy or screen walls must not exceed 6 feet in height when measured from existing natural grade; and again, they may *not* encroach outside the building envelope. Fencing material must be made of wood or stone. Using fence designs which emulate those found on old Utah ranch lands is strongly encouraged.

Ornamental iron is only allowed to be directly above the retaining wall, and only if it is specifically approved by the Committee. Any fence or wall which is chain link, plain metal, plain concrete block (unless it is veneered with stone), or wire (multiple strand or cyclone) is prohibited, except where such is expressly permitted in the Promontory Ranches.

Structural retaining walls may not exceed an above-grade height of six (6) feet, when measuring from the lowest grade point (regardless of whether the grade is natural or finished). Where the overall height of retained earth exceeds 6 feet itself, multiple terraced retaining walls must be used. In these multiple terraced walls, each tier must be separated by a six (6) foot planting area. As well, these tiered retaining walls cannot exceed 12 feet above the lowest grade point (regardless of whether the grade is natural or finished). All retaining walls must jog in plane for a depth of at least four (4) feet for every 20 feet they extend in the horizontal direction. No retaining wall can ever exceed a maximum length of 80 feet.

Retaining walls may be constructed of cast concrete or of concrete masonry units; however, all of the walls' exposed surfaces and edges must be made of stone veneer that will unobtrusively blend in with the natural surroundings. In some cases, heavy timber wood retaining wall systems may be approved. Certain types of textured concrete block may be allowed if the same block is used on the home as well. However, keystone and/or pre-manufactured retaining wall systems will *not* be approved.

3.8 Outdoor Storage

Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow home storage *must* be screened from *all* adjacent properties by either a wall or a fence. However, firewood alone may be kept in an unscreened, inconspicuous location if it is neatly stacked and if the only covering used for it is a clear plastic sheet.

3.9 **Mechanical Equipment, Electrical Meters, Gas Meters, and Irrigation Meters**

No roof mounting or wall mounting of mechanical equipment will be permitted. Any exterior mechanical equipment utilized must be mounted to the ground adjacent to the residence and must be hidden from view by walls (or a combination of walls and evergreen landscaping that is acceptable to the Committee, in its sole discretion) that are high enough to fully screen such equipment. All parts of the equipment and the enclosure *must* be contained within the building envelope. This equipment should be situated with the intent of minimizing noise intrusion to any adjacent Homesite(s) and/or those Homesites' outdoor living spaces.

All electrical meters, gas meters, and irrigation meters must be screened from the street, the golf course(s), and all adjacent Homesites with a wall (or a combination of wall and evergreen landscaping that is acceptable to the Committee, in its sole discretion) which is high enough to do so. Every Owner shall be responsible for seeing that he/she and/or his/her Builder contacts the electric company for requirements concerning the placement of such screen walls and any related landscaping that has been pre-approved by the Committee. Non-evergreen landscaping will not be sufficient to satisfy this screening requirement. As well, evergreen landscaping will *only* be permitted to screen the equipment when it is used along with walls and when it has been specifically pre-approved by the Committee. Screening with proper walls is preferred at Promontory, and such wall screening shall always be required, except in specific cases where the Committee deems evergreen landscaping more appropriate.

The placement of any and all utility boxes and equipment (whether attached to a wall or ground mounted) shall be pre-approved by the Committee during Design Review (as part of the landscaping plan submittal, if such equipment is ground mounted) and in the Pre-Construction Conference (see *Section 7.11*) which takes place prior to the construction of any improvements on the Homesite. Such utility equipment shall not be installed by any Owner or Builder until the Committee has approved its specific location on the Homesite, its pedestal mounting (where that is applicable), and any and all landscape buffering required to conceal it from the views of neighboring Homesites, Common Areas, Open Spaces, and roadways.

3.10 **Storage Tanks**

All fuel tanks, water tanks, or similar storage facilities *must* be either completely shielded from view by walls (or similar structures) or installed underground.

3.11 Antennae and Satellite Dishes

No satellite dishes or television/radio aerials or antennas may be installed if they are not fully screened from any roadway, adjacent Homesite(s), golf course(s), Open Space(s), or Common Area(s). Umbrella coverings over satellite dishes are strictly prohibited, as screen walls must be used to block them from view.

No circular satellite dish may be installed that is larger than 18 inches in diameter, and no oval-shaped satellite dish may be installed that is larger than 20 inches in diameter, unless the Committee *specifically* pre-approves otherwise. Antennae may only be mounted in locations on homes which are specifically pre-approved by the Committee and all antennae must be painted to match the exterior surface of the home. Unless otherwise approved by the Committee (i.e. in locations where ground mounting is unfeasible or where ground mounting would be more unattractive than building mounting), satellite dishes must be pre-approved by the Committee in size and placement and must be mounted to the ground. All satellites must either be screened from adjacent Homesites, Common Area(s), Open Space(s), and/or roadway views or must be mounted on the residence in a location which is not visible from adjacent Homesites, Common Area(s), Open Space(s), and/or roadways.

Removal of trees to improve reception is prohibited. Any and all walls used for screening the satellite must be an integral component of the Homesite Design, and such walls must be pre-approved by the Committee. In some cases, a satellite dish may not be approved because of factors such as its proposed location on the Homesite and/or the visual consequences caused by such location (e.g. disruption of the overall street scene or creation of an eyesore to adjacent Homesites, golf course(s), Common Area(s), Open Space(s), roadways, etc.).

3.12 Signage and Address Identification

All Promontory addresses will be identified according to a standard scheme. Any and all Owners shall be responsible for installing, at the individual Owner's expense, one (1) standard Promontory address identification sign, which is visible from the street. Details about the standard to be used for such address identification for every residence (i.e. numeral type, color, and placement on the Homesite) are as follows:

1. The letters shall be made of high cast metal, and shall be finished in black or dark bronze satin.
2. The letters shall be a style and color which is clearly readable, shall be subject to Fire Department approval, and shall be three (3) to four (4) inches in size.

3. The letters shall be flush mounted directly to the wall, by using threaded studs set in adhesive between the wall and the letters.

The Owner shall be responsible for indicating compliance with the above Committee specifications before Final Approval on his/her Homesite Design will be granted, and such Owner shall install the approved address identification prior to the Committee granting Final Release on a Homesite. No additional signage of *any kind* will be permitted, except for the temporary construction sign provided by each Builder and/or directional signs provided by the Developer. Real estate sale or lease signs are prohibited. Installation of any kind of driveway markers is prohibited as well.

3.13 **Lighting**

The Developer may employ a low level, uniform street lighting scheme for safety purposes (except where a higher level of lighting is required for public safety in the judgment of the County Engineer). For the purpose of maintaining a dark sky, no additional lighting (with the exception of soft halo lighting on street addresses identification where such lighting is specifically pre-approved by the Committee) may be installed by the Owner anywhere which is outside of the building envelope or adjacent to the street right-of-way.

Additional site lighting is permitted within a building envelope, provided such lighting does not result in any kind of excessive glare toward the street, toward neighboring properties, or toward the viewshed from U.S.-40 and/or I-80. All exterior lighting sources must have a low level, subdued intensity; must be fully shielded; must be facing downward; and must be pre-approved by the Committee.

All external light fixtures must have frosted or heavily seeded glass, so that the light source (i.e. the bulb) is not visible at all. Security lighting must also be shielded in the same way and may only be installed if it is connected to a timed motion detector. No wall wash type of lighting is ever permitted at Promontory.

As mandated by the County, these lighting requirements are vital to Homesites within the Retention and/or Ridgeline areas to prevent any glare when such Homesites are viewed from U.S.-40 and/or I-80.

3.14 **Swimming Pools, Spas, and/or Hot Tubs**

If any swimming pools, spas, or hot tubs exist on the Homesite, they must be designed so they appear as a visual extension of the residence (by using walls or decks), and they must be shielded from view. All pools and spas must be constructed according to County regulations. As well, if the hot tub is above-ground, it must be completely buffered, either by being recessed or concealed from view by walls that are an integral

part of the Homesite Design. All pool/spa-related equipment (i.e. pumps, motors, and heaters) must be fully screened from street views and from adjacent Homesite, golf course, roadway, Open Space, and/or Common Area view(s). Any installation of a pool, spa, and/or related equipment is subject to pre-approval by the Committee and shall be undertaken in strict compliance with all conditions established by the Committee.

3.15 Tennis, Sport Courts, and Basketball Goals

Due to the extensive area required for tennis or other hard-surfaced sport courts, such courts *will not* be permitted. Wall-mounted or free-standing basketball goals may be allowed adjacent to patios and/or driveways, but they *must* be pre-approved by the Committee.

On every freestanding basketball goal, support posts must be painted so they blend unobtrusively into the surrounding visual background, and the backboard must be clear. Portable basketball hoops must always be stored inside the garage when they are not being used.

3.16 Play Structures

On a case-by-case basis, play structures, trampolines, swing sets, slides, or other such devices may be allowed if they are proposed to and *pre-approved* by the Committee, in its sole discretion. Such structure(s) must be placed within a fenced section of the rear yard, and must not exceed a height of 8 feet. The Committee will only approve the structure(s) if they are constructed and finished with materials which compliment their design in type and color and if such structure(s) follow the intent of the *Guidelines*. Generally, materials such as timber or darkly colored, powder-coated steel will be approved for the structure(s) if such structure(s) are located in an inconspicuous portion of the building envelope; are largely screened from adjacent street, Open Space, and neighboring Homesite views; and are compatible with the overall Homesite Design. Plastic and/or brightly colored/finished materials will generally not be approved for such structure(s).

3.17 Approved Plant List

The Committee has approved a list of plants and trees deemed to be inherently compatible with Promontory's natural landscape, including both indigenous and non-indigenous species. This Approved Plant List is included herein as *Appendix C*. Landscaping of any and all Promontory areas is expressly limited to these enumerated species. When grasses are used, they must be a type which is enumerated in the Approved Plant List in *Appendix C* as well, and they may not become a dominant component of the landscape. Any grassy area(s) must be shaped in some organic manner, rather than simply being rectangular or square-shaped; must be shielded from any roadway, Common Area(s), Open Space(s) and/or neighboring Homesite

views to the extent possible; and must be edged with natural wild grasses so they blend naturally back into the native surroundings. In other words, the edges of these areas must be naturalized, and they *shall not* transition directly into the native landscape.

3.18 Prohibited Plants

Unless a plant is approved by the Committee and specifically listed in the Approved Plant List (attached as *Appendix C* herein), such plant is prohibited. Requests by Owners to add plants they feel are worthy of consideration to this Approved Plant List may be made to the Committee. But again, it will be the ultimate decision of the Committee, in its sole discretion, to choose to honor such request. Any plant which is not specifically listed in the Approved Plant List shall be prohibited on Promontory Homesites, except on a case-by-case basis, where the Committee has pre-approved such plant as part of the Landscape Plan which was submitted for the Homesite.

3.19 Homesite Restrictions

Except for compounds which result from the combined development of two (2) or more Homesites, no more than one (1) residence may be constructed on any Homesite. Other outbuildings (i.e. detached garages) may be constructed, but only if they are a visual extension of the main residence. Such “complexes” are *always* subject to Committee pre-approval.

3.20 Fire Prevention Thinning

The Transitional Area of the Homesite is defined as the area (either inside or outside of the building envelope) where fire prevention thinning is required by the Wildland Fire Program for Promontory or where other applicable fire prevention regulations may occur. Removing native vegetation down to raw earth for the purpose of fire prevention thinning is not allowed at Promontory, except where otherwise required by the Fire Department. When native vegetation is removed within the Transitional Area, it must always be replaced with such landscape material as is listed in *Appendix C*.

3.21 Fire Department Restrictions

Please note that the Fire Department and the County require homes to use noncombustible exterior material for a height of at least four (4) feet anywhere the home touches natural and/or finished grade, except where the material is immediately above a hard-surfaced patio and/or driveway.

4 ARCHITECTURAL DESIGN STANDARDS

The following architectural design standards have been established according to both climatic and aesthetic characteristics of Promontory. These standards are specifically intended to evoke a sympathetic and friendly response to the character of this region, as they promote a level of architecture which is not only compatible with the natural landscape, but is also environmentally sound.

4.1 Building Size

The ultimate goal of all Owners, Architects, and Builders who are designing and constructing homes within Promontory should be to create the highest quality homes within the smallest possible volume, without depriving Owners of a legitimate need for space. The natural land forms which are currently dominant at Promontory should remain that way. The existing quiet mountain repose and natural harmony so unique to Promontory can only be maintained if all constructed homes, improvements, and landscaping remains subservient to and naturally blends into existing landforms and landscape.

Under this philosophy, Promontory imposes a maximum home size to ensure that a proper balance of Open Space and native land always remains within the Community. The County's zoning requirements have designated (as noted on the applicable Recorded Subdivision Plats) certain Lots within Promontory as Estate Lots which require custom homes to have a minimum building size of 3,500 square feet of Enclosed Livable Space. If not designated as such, then custom residences in Promontory shall have a minimum of 2,500 square feet of Enclosed Livable Space. Within the villages of West View and on other Plats where indicated, certain lots which are less than one (1) acre in size will be designated as Incentive Density Lots and will be subject to a maximum size limit of 4,000 square feet of Enclosed Livable Space. All residences on Estate Lots and on Incentive Density Lots of one (1) acre or larger in size have a maximum size requirement of 8,000 square feet of Enclosed Livable Space.

All Owners shall be responsible for adhering to any and all square footage limitations required by these *Guidelines* and any and all applicable Governing Documents, and/or the applicable Recorded Plat.

Should an Owner wish to build a home that exceeds 8,000 square feet on an Estate Lot or on an Incentive Density Lot which is at least one (1) acre in size, such Owner may only do so by purchasing an adjacent Estate Lot or an adjacent Incentive Density Lot which is at least one (1) acre in size and combining both Homesites into one. If this occurs, the proposed consolidated building envelope shall be established by Committee, and shall be subject to approval by the Committee, the Board, and the County (where County approval is applicable). In cases where the new proposed building envelope crosses the Recorded Lot line

between the two (2) Lots, additional approvals from the County may be required. For every added Estate Lot and for every added Incentive Density Lot which is at least one (1) acre in size, 4,000 square feet may be added to the 8,000 square foot maximum size for the total Enclosed Livable Space of the home.

Thus, by purchasing two (2) adjacent Lots which are each designated as either an Estate Lot or as an Incentive Density Lot that is at least one (1) acre in size, an Owner could build one (1) home on the two (2) adjacent Lots which has a maximum limit of 12,000 square feet of Enclosed Livable Space. If an Owner purchases two (2) adjacent Lots, with one (1) of the Lots being subject to a maximum limit of 4,000 square feet of Enclosed Livable Space and one (1) of the Lots being subject to a maximum limit of 8,000 square feet of Enclosed Livable Space, such Owner could follow the same process to combine the Homesites and therefore build one (1) home on the two (2) adjacent Lots which has a maximum limit of 10,000 square feet of Enclosed Livable Space. In the same light, if an Owner purchases two (2) adjacent Lots which, according to their Recorded Plat, are each subject to a 4,000 square foot maximum of Enclosed Livable Space; this new consolidated building envelope would allow such Owner to build one (1) residence on the two (2) adjacent Lots, which residence has a maximum size limit of 6,000 square feet of Enclosed Livable Space.

While separate "guest houses" or "servant's quarters" are not permitted on Homesites at Promontory under the Community's zoning requirements, the Committee may require and/or allow a particular Owner who submits plans for a large residence to reduce the consolidated massing of his/her proposed home by separating the home into two (2) or more building structures. For example, a separate garage mass, which is attached to the main building mass by a covered walkway, could incorporate a separate living area above it. Similarly, a main residence mass could be connected by a covered walkway to a ground-level guest suite.

Most importantly though, every Owner intending to build a home at Promontory shall be responsible for correctly completing the Design Review process and for properly submitting the *complete* proposal for his/her Homesite Design to the Committee for all required reviews and approvals. In this spirit, Design Review ensures that Homesites within Promontory always maintain an unmatched level of architectural expertise, as well as ensuring that they adhere to both County and Community standards and requirements.

4.2 Prefabricated Buildings

Buildings which are constructed off-site (either in whole or partial assembly) and so require transportation as such to a Homesite will not be permitted at Promontory. These buildings may include but are not limited to the following: mobile homes, stock modular buildings, and any other structure requiring transportation and set up in a partially completed state. Structures assembled off-site and then completely

disassembled for transportation (i.e. log homes) may be permitted. Any and all such structures are subject to the Committee's architectural and aesthetic review and prior approval.

4.3 Height and Massing of Structures

Promontory's building height restrictions are set to comply with County ordinances, the *Development Agreement*, the Governing Documents, and these *Guidelines*. While these building height restrictions may help protect views, their primary purpose is to create and maintain the overall development appearance of the Promontory Community. For this purpose, Homesites within a designated Retention and/or a Ridgeline Area (See the Viewshed Map attached as *Appendix A*) may have stricter height and/or massing requirements (which are fully explained in this section) because a large range of views from U.S.-40 and/or I-80 concentrate mainly on these Homesites.

Generally speaking, Promontory homes cannot exceed a true vertical height of 32 feet, except in Retention or Ridgeline Areas where the maximum is 28 feet or whatever height may be achieved without breaking the ridgeline when viewed from the designated locations on U.S.-40 and I-80, whichever is less. This maximum height limit is applied to the highest point on the structure, excepting chimney elements, when that point is measured from the *original* natural grade directly below it.

Important Retention and Ridgeline Area Note: For Homesites located in a Retention/Ridgeline Area, the maximum height limit for homes is 28 feet (rather than 32 feet) or whatever height may be achieved without breaking the ridgeline when viewed from the designated locations on U.S.-40 and I-80, whichever is less. Lots within Retention and Ridgeline Areas may, at the County's discretion, also have the burden of proving that they do not break the ridgeline.

The *Guidelines* intend for roof forms on sloping Homesites to step down with the grade, so that these homes integrate with, rather than disrupt, the natural landscape. However, the Committee may allow some particular Homesites to exceed the height requirement if, for example, the average slope across the Homesite exceeds 15 percent, and if the part of the home that exceeds the maximum height is a limited, unobtrusive, ridge projection which sits at the downslope terminus. Subject to County pre-approval, the Committee will make this allowance on a case-by-case basis after it has carefully considered factors such as the slope of the Homesite and the overall Homesite Design. See *Appendix D* for an example of a properly sloped home in relation to the Homesite topography.

Section 4.6 below explains specific roof design criteria (i.e. pitch ratios, structural shapes, material types, venting requirements, etc.) for Promontory Homesites.

The primary purpose of the home height criteria at Promontory is to avoid the construction of homes that are too tall. Beyond these specific height limits, the Committee will evaluate every Homesite Design in relation to its location on the landscape, to neighboring Homesites, to surrounding roadways, to adjacent Common Area and Open Space views, etc. These height restrictions are not meant to impose generalized criteria where, in some cases, more specific consideration and insight might propose a more fitting solution for a home's actual design and functionality. The Committee specifically reserves the right to impose a height restriction less than that which is stated herein, if the Committee believes such restriction is necessary within the conditions of a specific Homesite or even a specific group of Homesites.

Offsets or indentations in wall planes create visual interest and add depth via shadow lines. Therefore, the following massing requirements are established to ensure that proper depth and visual variety exist on all Promontory Homesites. Massing requirements for Homesites at Promontory are the following:

1. Height Offset Requirement:

- a. Homes at Promontory may never have a building wall which extends more than 20 feet in height without an offset of at least two (2) feet.

2. Length Offset Requirement:

- a. Homes at Promontory may never have a single-story building wall extending more than 30 feet in length without an offset of at least two (2) feet; and Promontory homes may never have a two-story building wall extending more than 20 feet in length without an offset of at least two (2) feet.
- b. For homes in a Retention/Ridgeline Area, no single-story or two-story building wall may extend more than 20 feet in length without an offset of at least two (2) feet, and no single-story or two-story building wall may extend more than 30 feet in length without an offset of at least four (4) feet.

3. Massing Requirement: Every home at Promontory must have a minimum of three (3) distinct masses which are differentiated both vertically and horizontally by a minimum of four (4) feet, unless the home is specifically granted an exception by the Committee. In certain instances, the Committee, in its sole discretion, may require a particular Homesite Design to be comprised of more than three (3) masses. See *Appendix E* for a proper massing example.

4. Separation Requirement: Once a home exceeds 6,000 square feet of Gross Total Area or in other certain instances, the Committee, in its sole discretion, may require a particular Homesite Design to divide a portion of its masses by using a narrow corridor or a covered walkway (which walkway and/or corridor is at most eight (8) feet wide and one (1) story in height), a detached garage, or another type of properly permitted out-building.
5. Retention/Ridgeline Single-Story Massing Requirement: For homes in a Retention/Ridgeline Area, all homes facing the western U.S.-40 or I-80 Viewshed(s) *must* have a *substantial* single-story massing element on the downhill side of the home which extends for at least half of the home's length on that side. The Committee, in its sole discretion, may approve an uncovered single-story porch area to count toward this single-story massing element if the Committee perceives the solid-to-void ratio of the columns, piers, outriggers, etc. under such porch as compared to the open space in that same area as being substantially solid enough to truly feel like a single-story porch extending in front of a two-story wall. See *Appendix E* for a massing example.
6. Corner Homesite Single-Story Massing Requirement: Homes on Promontory Homesites situated at the intersection of two (2) roads must have single-story elements adjacent to both of those streets on the home structure, unless such Homesite Design has been specifically pre-approved by the Committee to have otherwise. See *Appendix D* for this single-story massing example.

4.4 Foundations

All unfaced visible surfaces of concrete masonry and/or concrete foundation walls and piers must be finished with mortar-wash and must be painted to blend unobtrusively with adjacent materials. The Committee, in its sole discretion, may consider the use of either exposed aggregate concrete or textured concrete block (with a pre-approved integral or applied color) rather than mortar-wash appliqué.

Foundation walls must always step down with the grade change, so that the wall's exposed surface never exceeds a vertical height of eight (8) inches above finished grade (when measured where the wall is most greatly exposed). Material which covers the foundation wall must always be in the same plane as the wall.

Where the vertical distance of any and all ground floor wood deck structures exceeds 30 inches above the finished grade below it (measured from the underside of the structure, along its perimeter edge), the deck edge must be skirted with a stone wall, wood latticework, or wood siding which screens the cavity beneath the deck. Foundation walls that occur under a skirted deck (so that they are not visible at all) are exempt from the facing requirements stated in this section.

4.5 Exterior Materials

The Promontory Community encourages the use of many features seen in traditional high country architecture, but it also demands that these designs be adapted to the unique mountain ranch character of its region. In this spirit, exterior materials used on every Homesite should generally be made of natural elements and shall be both compatible with and complimentary to the native landscape. Predominant exterior wall materials (including wall shingles) shall either be wood (which must be beveled or must have one of the following descriptions: tongue-in-groove board siding, board-on-board, board and batten, horizontal wood lap siding, or free edged boards) or darkly colored native stone. Logs may only be used on exterior walls if they are combined with an ample amount of one (1) of the materials listed above. The Committee will **never** approve any home which is completely made of logs.

In Retention and Ridgeline Areas (as designated on the Viewshed Description attached as *Appendix A*) it becomes very important for homes to use these heavily textured, non-reflective, darkly colored exterior materials, so they blend into the native landscape as much as possible. Logs and/or lodgepole(s) may only be used in a very limited quantity in Retention and Ridgeline Areas, and such use must be carefully evaluated and pre-approved by the Committee.

Each home must include a sufficient amount of stone on its exterior surface. The Committee, in its sole discretion, generally requires a minimum of 25 percent of the exterior wall surface of the home (excluding windows and door openings) to be made of stone. As every Promontory Homesite Design will be uniquely tailored to its own Homesite conditions, architectural theme, etc., the Committee will make the final decision as to whether this required stone minimum is met on each Homesite Design as such applicable Plans are appropriately submitted. The stone used may either be native or cultured (i.e. El Dorado); but regardless, the stone type must be evaluated and pre-approved by the Committee.

In its sole discretion, the Committee may consider and pre-approve an additional stone type, if an Owner and/or his/her Architect proposes such during the Design Review process.

Plywood siding is prohibited on Promontory homes unless an Owner or such Owner's Architect can sufficiently demonstrate to the Committee that the finished appearance of the proposed siding would be indistinguishable from an individual board siding application.

Stucco may never be a predominant exterior surface material. In its sole discretion, the Committee may approve the use of a limited amount of stucco veneer (i.e. stucco with an aged or mottled appearance) as

an accenting element only. But these small stucco accents shall only be used *along with* another approved exterior wall material, and the stucco shall never as a main exterior wall component.

Any and all uniformly colored and textured surface finish, metal siding (excepting copper left to patina and cor-ten steel), fiberglass siding, vinyl siding, and/or asbestos siding are prohibited as well. On a case-by-case basis, the Committee will consider and pre-approve certain high quality composition siding products if the Committee decides such products would be virtually indistinguishable from their natural wood counterparts. However, the Committee should limit such consideration to products suitable for individual board application. Multi-board panelization shall *never* be allowed at Promontory, and assembly of exterior surface materials shall *never* expose joint reglets.

All proposed materials must have a porous wood-grained surface which is suitable for the application of traditional stains and/or paints, and they must have a Committee pre-approved color. *All* exterior surfaces, including, but not limited to gutters, roof vents, and window frames must be properly finished or painted. Unfinished metallic exterior wall surfaces will *never* be permitted at Promontory.

The Committee will consider proposals to use large scale brick or textured masonry block as an exterior finish material on a case-by-case basis; but these materials, if approved by the Committee, shall *only* be used as accenting elements on the building façade. Typical four (4) inch by two (2) inch by eight (8) inch brick will not be allowed at Promontory.

The Committee will have the sole and final discretion to evaluate and approve all exterior material proposals. Committee review of the aesthetic merits of all proposed exterior surface materials is an important and necessary step in creating the overall visual impact of Promontory as a unique mountain ranch community, and in maintaining the architectural integrity of every Promontory Homesite Design.

4.6 **Roofs**

The roofline of each Promontory home shall create a complimentary visual relationship with surrounding areas (i.e. roadways, Common Areas, Open Spaces, nearby Homesites, neighboring landscapes, and other surrounding structures) in every direction. Every roof's profile should be designed irregularly, so that all roof shapes appear architecturally broken up and staggered. These unique, yet sophisticated roof designs will serve to aesthetically compliment the landscape and neighboring structures, rather than appearing as boxy and/or discordant.

As part of the Design Review evaluation process, Promontory implements the following architectural standards regarding roofs on Promontory Homesites:

1. Roof Lines and Massing: At Promontory, asymmetrical roof designs are preferred over symmetrical roof structures.
 - a. Under this intent, any long main roof lines need to be broken by lateral roof/massing elements. This ensures compliance with the *Section 4.3* triple massing requirement for Promontory homes (i.e. homes having at least three (3) distinct masses differentiated both vertically and horizontally by a minimum of four (4) feet), and it also prevents any linear awkwardness that could be present in typical roof designs.
 - b. At Promontory, the roofs of all two-story homes shall include single-story elements. Higher masses in the roof design should generally occur toward the center, with the lower profiles occurring toward the outer portions of the home. *At no time* can the highest point of a home be at any of the outside walls. **See *Section 4.3* above for the single-story roof massing requirements for *all* homes in Retention and/or Ridgeline Areas, as these homes face the U.S.-40 and/or I-80 Viewsheds.**
2. Roof Pitches: Typically, residences at Promontory should have pitched roofs with the minimum pitch ratio allowed being five (5) feet in 12 (5:12) and the maximum pitch ratio allowed being 12 feet in 12 (12:12). At its discretion, the Committee may approve a certain roof design which contains a lower slope ratio than the above, provided the design contains an appropriate mix of more steeply pitched roof compositions along with these low slopes.
3. Flat Roofs: At its discretion, the Committee may approve flat roofs with very shallow pitches which are proposed for Promontory homes. Flat roof designs should only be engineered with careful consideration regarding the heavy snowfalls that often occur in Promontory's mountain environment. Flat roof designs should also specifically address and sufficiently explain their visual impacts on neighboring Homesites, Common Areas, Open Spaces, roadways, etc. (which may be located adjacent to and/or above the particular home). In this spirit, the Committee will take special concern in the reviewing and approving of the design and construction of any flat roof at Promontory; and it will only approve the proposed roof if it is appropriate to the Homesite location in the Community; to the particular Homesite Design; and to surrounding landscapes, residences, common areas, and/or other building structures.
4. Retention/Ridgeline Area Roofline Angles: **Because of their sensitive locations, all Homesites within Retention or Ridgeline Areas must have ridges on all primary building rooflines running parallel to or within 20 degrees of parallel to the predominant topography of the Homesite.**

5. Prohibited Roofing Structures: At Promontory, mansard roofs, dome shapes, tower formations, and/or other roof shapes that do not properly resolve themselves are strictly prohibited.
6. Encouraged Roofing Features: The Committee *strongly* encourages the use of gables and/or shed dormers to create articulated roof structures on Promontory homes. Roof overhangs shall be found on all roof edges of Promontory homes, and such overhangs shall extend for a minimum length of three (3) feet. In its sole discretion, the Committee may approve the absence of overhangs on certain roof designs, if the Committee deems such is appropriate to the architecture and design of the home. Covered terraces and/or covered porches are strongly encouraged at Promontory as well, and such terraces and porches must always be fully integrated into the architecture and design of the home structure.

See *Appendix F* for an example of an acceptable roof design plan.

Every Homesite Design submitted to the Committee *must* include a detailed roof penetration plan, which depicts all roof penetrations, including plumbing and mechanical vents, as well as all chimneys. This plan should show all of the small plumbing vents grouped together in small chimneys as much as possible. As well, the plan should show how the large mechanical vent will be concealed in a false stone chimney. This roof penetration plan must be submitted and reviewed by the Committee *prior to* Final Approval.

Promontory mandates compliance with the carefully contemplated standards regarding roofing materials. Owners shall be responsible for submitting proper proof of compliance with the following standards as part of the Design Review process:

1. Permitted Roofing Materials: Roof materials which are *permitted* at Promontory include the following: weathered cor-ten steel (i.e. rusting steel), copper (which is allowed to naturally turn brown or patina), architectural grade fiberglass shingles, slate, concrete shake tiles, flat concrete tiles, and certain other low reflectivity tiles.
2. Retention/Ridgeline Area Considerations: **Roofs on Homesites in a Retention and/or a Ridgeline Area must be finished with materials that are *completely nonreflective* and that are colored in earth tones.**
3. Prohibited Roofing Materials: The following roof materials are prohibited at Promontory: asphalt shingles with a standard or medium thickness, all types of barrel or "S" tiles, all asphalt roll roofing, and any permanent shiny copper or other blatantly reflective metal surfaces. As well, wooden shake shingles and/or other flammable roofing materials are *prohibited* at Promontory, due to Fire Department

regulations. Thus, pre-finished metal roofs will be too reflective and will be *prohibited unless* the Committee specifically evaluates and pre-approves them. Cor-ten steel and copper which is left to patina are the two (2) designated metal roofs of choice at Promontory.

4. **Material Specifications:** All architectural grade fiberglass shingles must be heavy-weight (i.e. they must have a minimum weight of 355 pounds per square), three-dimensional, thick-butt asphalt shingles. The shingles must be placed so they are randomly staggered, so they portray a wood shake look, and so they have plenty of depth to create shadow. If such architectural grade fiberglass shingles are used as a roofing material, the Committee will require the roof to also have a *significant* amount of copper left to patina or cor-ten steel to accentuate and sophisticate the roof design and structure. The actual amount of copper or cor-ten accenting which is required on a particular roof will be decided by the Committee on a case-by-case basis, but generally speaking, the Committee will require a 25 percent minimum of such accenting to occur on roofs at Promontory. In addition, an edge cap detail, as approved by the Committee, must be used to properly finish the edge appearance of these fiberglass shingles.

4.7 Entrances

Entrances on Promontory homes should be designed in a human scale proportion, rather than having exaggerated dimensions. Thus, no entry may exceed a single-story height. Appropriate grandeur should certainly be experienced after entering Promontory homes, but not extravagantly worn on their exterior façade. At Promontory, clean lines on restrained and understated entries are much more appropriate than entryways which are too ornate, monumental, or imposing (which entries the Committee will not approve).

Trellised entries can be used as a pleasing and welcoming transition area between indoor and outdoor space. Promontory prefers and encourages home entrances that are part of a covered front terrace or porch.

Inasmuch as there is typically only one (1) driveway entrance per Homesite, porte cocheres will only be approved on Homesites which are large enough to have these structures and to still allow for the required turning movements set out in *Section 3.4* without encroaching into any side setbacks.

4.8 Porches, Terraces, Decks, and Awnings

Promontory strongly encourages using a covered front porch or front-facing terrace as a core structure on every home. If it is properly designed, a front terrace can be both an architectural asset and an augmenting element which encourages the traditional, more private use of the backyard.

The historically-based front porch/landscaped terrace concept will enhance Promontory homes in the following four (4) distinct ways:

1. The focal point of the home (as viewed from the streetscape) will become the people-oriented entrance, rather than the typical garage-dominated design being seen on the front side of the home.
2. The home's entryway will become an architectural asset without being monumental or intrusive.
3. A sitting area with the benefits of a low wall and an overhanging roof can automatically be created on the home's front exterior. This front porch or terrace can easily become an ideal area for enjoying the exceptional view of the landscape that is so often only visible from the front of the Homesite.
4. The home's living area immediately feels more spacious as this terrace or porch creates an easy indoor/outdoor transition which opens naturally toward the front yard and streetscape.

Keep in mind that all canvas awnings are *prohibited*.

4.9 Chimneys and Outdoor Fires

Well-proportioned chimney masses can and should be used as sculptural features which compliment the architectural quality of every home at Promontory.

All chimneys, when measured in the roof plan view, must have a minimum area of 12 square feet, but they shall not exceed a maximum area of 48 square feet. Unique chimney designs are encouraged at Promontory, as chimney structures can lend themselves to having a variety of angular and rounded forms. The Committee encourages Promontory homes to have carefully contemplated chimney structures which greatly enliven the three-dimensional quality and the architectural profile of the overall Homesite Design.

To preserve the high quality of the mountain air at Promontory, all Owners are encouraged to utilize natural gas or propane log fireplaces in their homes, rather than using standard wood burning fireplaces and/or stoves.

Due to the extreme fire danger usually present in this high desert and mountain region, all chimneys, including outdoor fireplaces, must be equipped with a U.L.-approved or an I.C.B.O.-approved spark arrestor. All metal spark arrestors must be *completely* concealed from view and buffered by a sufficient chimney cap screening (i.e. black mesh, etc.) and detail. Exposed metal flue pipes will not be approved by the Committee.

All open outdoor fire pits are prohibited at Promontory unless they use natural gas or propane. Portable barbecues will only be permitted if they have lidded cookers. Any and all permanently installed barbecues must be pre-approved by the Committee.

4.10 Exterior Colors

Preserving the appearance of the natural landscape is a primary goal in the Promontory Community, and maintaining this focus will *always* play a critical part in the approval of exterior colors for Promontory Homesites. Therefore, on homes at Promontory, the colors of the exterior materials must be subdued enough to blend in with the natural landscape and they must compliment the surrounding nativity, rather than disturb it. The Committee highly recommends using earth tones on homes' exterior surfaces; however, the Committee, in its sole discretion, may approve the use of other accenting colors (if the colors are consistent with the Homesite Design, and if such colors are used judiciously and with restraint).

Colors which approach the primary range (red, blue, white, and yellow) are prohibited at Promontory, and colors that have drastic light-to-dark contrasts in value and hue are prohibited as well. In certain cases, the Committee may approve white as an accent or "trim" color; however, "light-grey" siding stains which approach white or off-white in their appearance are prohibited. Garage doors and/or exterior doors are not considered "trim."

It is extremely important to note that Homesites which are located in a Retention or Ridgeline Areas will be very carefully evaluated by the Committee, as all homes in these sensitive Areas must blend in as closely as possible with the natural landscape by using appropriate earthen tones and materials on their exterior.

All exterior colors must be officially proposed to the Committee in a sample format which sufficiently depicts the actual hue, tone, and shade of the proposed color in its final application. The Committee strongly prefers to see sample swatches of the color on the structure itself. As an alternative, stained and/or painted sample boards of the actual siding to be used on the home may be submitted to the Committee (i.e. material color and sample board). The Committee *strongly discourages* submitting small color samples printed on paper because these samples may not accurately depict how a finished color will actually appear on an expansive wall constructed with the actual building materials. In its discretion, the Committee may require any color selection which is part of a particular Homesite Design to be applied to an area of the home prior to Final Approval.

As the Committee will only approve exterior colors which match and compliment the natural coloration of the summer and winter landscapes at Promontory, Owners, Architects, and Builders are encouraged to consult the Committee when formulating color proposals and when seeking appropriate examples of exterior colors. Most importantly, in every Promontory color proposal submitted, *all* colors must fall within a Light Reflectance Range (LRV) of 15 to 35.

4.11 Windows, Skylights, Draperies, and Shutters

Windows on Promontory homes should have proper architectural detailing. Windows should not appear as openings which are cut into the side of a box; but rather, all windows should be carefully designed so that they add depth and detail by being appropriately recessed, projected, or bordered by projections that provide a shadow pattern and reduce reflectivity. The Committee encourages the embellishment of window designs through the use of shutters, etc., and the Committee also encourages the use of divided light detailing and proper fenestration. The Committee will never approve the use of a grid insert into one large pane of glass; instead, the Committee expects individual glass panes with mullions to be an integral part of every divided light design.

While elevations may differ on various sides of a Homesite, windows on *every* side of the home must be treated with equal attention to detail (i.e. the same attention given to the front/street side as is given to the rear side). All facades on a home shall have a sufficient degree (which required degree will be determined by the Committee, in its sole discretion, on an individual basis, depending on the particular Homesite Design and home size) of doors, windows, or other wall openings. Window shapes including, but not limited to octagons, circles, hexagons, and triangles; and windows that are either insensitively placed and/or poorly designed will not be approved by the Committee. Window heads shall either be designed so they follow roof lines or so they remain level. The Committee shall not approve scissor truss windows with slopes which do not match the roofline of the home.

Any and all skylights shall be positioned on the roof in an organized pattern which aesthetically compliments the roof design, rather than being placed arbitrarily. All skylights shall be flatly shaped and shall have a low profile. Bubble-type skylights are prohibited at Promontory.

Window panes and/or skylight lenses shall *not* be highly reflective. Skylight lenses must be clear, grey, or bronze in color. No white skylight lenses or window panes are allowed at Promontory, and window or skylight frames which are made of reflective material which is left unfinished is strictly prohibited. This restriction especially applies to aluminum frames which must be anodized or finished with baked enamel.

All shutters and/or drapery linings which may be visible from outside of the home must be neutrally colored. White is *not* considered a neutral color.

4.12 **Building Projections**

On Promontory Homesites, all projections from homes or other Homesite structures including, but not limited to vents, flashing, louvers, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall either identically match the color of the surface from which they project, or they shall be painted/stained with color(s) which are pre-approved by the Committee, so that such projections unobtrusively blend in with adjacent surfaces.

Most importantly, as stated in *Section 3.1*, *any and all* building projections shall be contained within the building envelope.

4.13 **Garages and Garage Doors**

Every Promontory home shall have a garage (which can be either attached or detached) which accommodates at least two (2) automobiles. Carports are strictly prohibited at Promontory. Garages and/or garage doors *shall not* visually dominate the residence as viewed from the streetscape, neighboring Homesites, Common Areas, and/or Open Spaces. The Committee *will not* approve any Homesite Design submittal which depicts the garage/garage door(s) as a visual focal point in any way. Garage doors shall not face the street unless the Committee pre-approves such a garage design based on factors such as specific Homesite topography making it impossible to design the garage for side entry.

As Promontory makes it a priority to avoid becoming a typical residential community which has streets aligned with rows of unattractive garage doors and oversized driveways, the Committee requires that all Homesite Designs genuinely strive to minimize the visual dominance of garage doors. The Committee will not approve proposed Homesite Designs which do not take effective measures toward this garage minimization goal. Owners shall be responsible for seeing that their particular Homesite Design(s) take measures toward garage mitigation, which measures include but are not limited to the following: (1) having side garage entries (which are out of direct streetscape view), (2) having garage door overhangs and/or piers that serve to recess the doors by providing an extra softness of shade and shadow, and (3) having significant architectural detailing (i.e. wood carriage doors or another carefully articulated design, rather than a simple horizontal line design) on the garage doors to add visual appeal and to mitigate the feeling of a dominating garage.

To most effectively eliminate the potential view of garage doors from the street, the Committee requires one (1) of the following on Promontory Homesite Designs: (1) the garage is a completely separate structure from the home, (2) the garage is made part of a separate structural mass (with or without an enclosed connection to the main part of the home), or (3) the garage entrance is completely out of street view. If topography or other Homesite constraints make all the above options impossible, then the Committee may pre-approve alternatives to one of the above options, so long as the home portion (rather than the garage) remains as the visually dominant image on the Homesite. For instance, the Committee might approve garage doors which partially face the street if they are placed at a minimum 45 degree angle from the street right-of-way. All Homesite Designs proposing exceptions to typical garage requirements will be evaluated and pre-approved on a case-by-case basis by the Committee, in its sole discretion.

From a design perspective, garage doors must coordinate with and compliment the rest of the home's motif and architectural elements. Garages may never present closed or unarticulated facades. Garage door glazing should serve to minimize the garage doors' appearance. As well, the Committee will not approve large or unbroken masses or structures above garage doors; instead, the Committee expects to see sufficient detailing and/or a change in surface plane to sophisticate the design in the area above the garage doors.

Garage doors shall be either the same color as the main body of the home, or they should be a slightly darker shade of the same color. Regardless, garage doors should *never* have a hue that is so light or so dark that it causes the garage to draw extra and/or unnecessary attention. As well, the Committee may not approve the use of fluorescent or other highly visible lighting inside a garage if, in its sole discretion, the Committee decides that the light seen from the open garage door(s) and/or garage door windows would cause an excessive glare to views from neighboring Homesites, roadways, Common Areas, or Open Spaces.

The Committee encourages garages at Promontory to have single-bay doors, rather than double-width doors, so as to create a smaller-scale garage appearance as it is compared to the rest of the home structure. In its sole discretion, the Committee may approve double-width garage doors if the Owner and/or Architect can sufficiently demonstrate that the size of a double-width garage door structure is proportionally minimal when it is scaled against the rest of the Homesite Design and against the surrounding neighborhood streetscape. At Promontory, single garage doors divided by a substantial column or pier are *always* encouraged over double-width garage doors.

Regarding garage door placement, when a Homesite Design contemplates three (3) or more garage bays, the Committee specifically requires proof that no more than two (2) doors be located in the same plane. The third (and fourth) door(s) must occur in a secondary building plane, offset by a minimum length of 32 inches

from the primary front wall of the garage, to avoid a continuous uninterrupted wall of three (3) or more garage doors.

Finally, garage doors may *never* exceed a maximum height of nine (9) feet. As well, all garage doors *must* be recessed at least one (1) foot from the face of the closest exterior wall surface.

4.14 Solar Applications and Other Structures

At Promontory, passive solar designs are encouraged. Active solar applications may easily result in excessive glare and reflection. The Committee will only approve solar applications if the Owner demonstrates that the solar hardware is consistent with the home's architectural design; if the hardware is properly integrated into the Homesite Design (i.e. compliments the home structure and surrounding landscaping); if the hardware will *not* be visible from any other Homesite, Common Area, Open Space, streetscape, etc.; and if, in the Committee's sole discretion, any reflectivity is sufficiently minimized and/or mitigated.

4.15 Dog House and Flag Poles

Any and all dog houses, dog runs, flag poles, and other permanently installed recreational equipment must be integrated into the Homesite Design and must *be submitted to and pre-approved by the Committee* before its construction.

4.16 Changes or Additional Construction

Any and all changes and/or additions to the Committee-approved Plans which occur before, during, and/or after Homesite construction must *always* be submitted to and approved by the Committee *prior* to their construction.

4.17 Low Flow Toilets

All Promontory homes must use low flow toilets in their design. Low flow is defined as having a maximum of 1.5 gallons per flush.

4.18 Protection Systems

All Promontory homes shall be equipped with alarm systems to monitor fires and to monitor gas leaks. These alarm systems must be monitored and maintained by a reputable service.

4.19 Exterior Furnishings and Sound Systems

Any and all outdoor furniture and/or sound systems must conform to the same color and reflectivity standards established in these *Guidelines* for a home's exterior colors (See *Section 4.10* above). Any exterior audio speakers must be an integral part of the home and must be concealed (with proper recession or buffering, as approved by the Committee, in its sole discretion) from the views of surrounding Homesites, Open Spaces, golf courses, roadways, and Common Areas. Outdoor speaker music must never be so loud as to disturb occupants of neighboring residences.

5 LANDSCAPE GUIDELINES

As homes are designed and built within Promontory, care must be taken to preserve the rugged natural beauty that is so intrinsic to the Community's character. Promontory's native vegetation and unique Homesite features will always remain the fabric that weaves together a cohesive, yet very distinct Community.

Decisions about placement of the home and any outdoor areas (i.e. patios, etc.) must be sensitive to both the preservation and the continuation of the existing natural environment on the Homesite. Thus, all trees, natural vegetation, and any other Homesite features should help to enhance the overall mountain ranch appearance of the Homesite. Since the plant species that are permitted for revegetation are limited, and since the growth process is long; every method that can somehow preserve existing vegetation must be employed. All landscaping desires should be carefully considered during the site planning phase of the Homesite Design. Retrofitting a home with what seems like appropriate landscaping after the design has already been created will not likely result in a solution that is fitting for Promontory, nor one that meets the Committee's requirements.

Each Homesite has a designated building envelope, which is specifically designed to protect and to preserve the natural features of the landscape. When thinking about the site plan and the landscape design, three (3) zones comprise each Homesite. These zones are the Natural Area, the Transition Area, and the Private Area. For an illustration of these three areas, see the illustrative graphic attached as *Appendix G*.

5.1 Natural Area

The Natural Area is that portion of the Homesite which lies outside of the building envelope and which must remain as a natural area left untouched and undisturbed during construction. On Homesites which already have existing disturbance within the Natural Area, revegetation will be required; and it shall be the Owner's sole responsibility to install this revegetation and to preserve it as such. In other cases, the Landscape Master Plan (*Development Agreement; Exhibit J*) may require enhanced landscaping within a Homesite's Natural Area for different reasons; and again, it becomes the Owner's sole responsibility to install this revegetation and to preserve it. Thus, the Landscape Master Plan, requires revegetation on certain Lots within Promontory. And in still other cases, the Committee may simply permit this enhanced revegetation on a Homesite at the Owner's discretion.

See *Appendix H* for specific instances where additional and/or unique revegetation is required by the Landscape Master Plan on certain Lots within Promontory.

If revegetation is required or otherwise permitted on a Homesite, the only plants that may be used are those which are indigenous to the general area of development in which the Homesite is located. As well, all

Natural Area revegetation (i.e. all added plant material) must have both a density and a mix that match the density and mix of the general area of development as closely as possible.

On Homesites with existing vegetation, permanent irrigation of the Natural Area is not permitted because indigenous vegetation does not normally require additional water. Permanent irrigation of the Natural Area could lead to disease and death of the native plants, and it could even promote the spreading of undesirable plant species or weeds. However, temporary irrigation of all revegetation (whether it is required or permitted) is allowed.

5.2 Transition Area

The Transition Area is the portion of a Homesite that is within the building envelope, but is still outside the residence or Homesite walls. In the Transition Area, the Owner may enhance the landscape. All areas of Homesites which are disturbed by construction activity must be restored and revegetated, and they must be appropriately tended until the natural vegetation is reestablished and sufficiently nourished. Additional landscaping may also be required in the Transition Area by the Landscape Master Plan.

For Lot-specific requirements about Landscape Master Plan requirements see the attached *Appendix H*.

For Owners either wishing to or required to undertake supplementary planting, the Promontory landscaping concept should be envisioned as a series of concentric planting zones around a home. The most formal planting must be situated adjacent to the residence, or as an accent border within six (6) feet of either side of the entry drive or the parking apron. Plant materials in this "Close-In Zone" may be selected from the Approved Plant List described in *Appendix H*. As the distance from the home increases, a transitional planting zone may occur between the formalized planting around the residence and the established building envelope. Planting in this transitional zone should be selected from the Approved Plant List in *Appendix H* as well, as the landscape blends back to the natural vegetation outside the building envelope. The line of interface between this transitional zone and the natural landscape outside the building envelope may occur along a soft-edged, irregular line which roughly approximates the building envelope line.

Most importantly, special care *must* be taken during the initial planning for placement of the home on the Homesite, so that sufficient planting space is allowed for any perimeter landscaping (whether it is required by the Committee or simply desired by the Owner) to occur *without* encroaching outside the building envelope in any area on the Homesite.

At the least, every Homesite's landscaping plan *must* meet the requirements of the Landscape Master Plan (as referred to in *Appendix H*) for various Lot types. The Committee must review and approve the

required Homesite landscaping plan (such requirement is explained further in *Section 7.5*), as well as any and all supplemental landscaping plans, *prior to* Final Approval and *prior to* any landscaping implementation on the Homesite.

5.3 Private Area

The Private Area is the part of the building envelope which is screened from view from adjacent Homesites, the streetscape, golf courses, Open Spaces, and any Common Areas, either by site walls or another structure(s). It is within this Private Area that an Owner may create as varied a landscape as he/she desires, provided that only plants from the Approved Plant List (attached as *Appendix C*). The Owner may only plants other than those from the Approved Plant List if the Committee pre-approves them. Drip irrigation systems are allowed within the Private Area. *Any and all* Private Area landscape designs must be properly submitted to and pre-approved by the Committee

For an illustration of the three (3) areas of the Homesite (i.e. Private Area, Transition Area, and Natural Area) see the attached *Appendix G*.

5.4 Diverse Homesites

Within Promontory, each Homesite has specific and unique native landscape characteristics. Thus, it becomes extremely important for Owners, Architects, and Builders alike to consider specific Homesite features (i.e. vegetation type(s) and density, topography, surface material, etc.) before designing and/or constructing *any* landscaping and/or Homesite improvements. Promontory encourages each Lot to have very carefully crafted Homesite Designs (including all landscaping and building designs for the Homesite), which only contemplate improvements that preserve the Lot's native vegetation and compliment its existing landscape.

During the Pre-Design phase of Design Review, the Committee requires every Owner to complete an "existing conditions" survey, which accurately provides locations and descriptions of all existing trees, plants, topography, ground planes, and elevations on the unimproved Homesite. This survey will provide a reliable basis for creating a feasible landscaping improvements plan, and as the Design Review process ensues, this initial survey information will ensure that the Committee is able to accurately evaluate how well the proposed site, grading, and landscaping improvements plans relate to and compliment the original natural character of the Homesite.

At Promontory, every Homesite Design (including landscaping) directly affects those Homesites surrounding it, as the Promontory viewscape is one overall landscape image without any individual Homesite

boundaries. Therefore, in order for the unique Promontory landscape to be preserved, it becomes imperative for every Homesite to be carefully and successfully improved, and for every Homesite's landscaping to be accurately restored to the naturally existing landscaping originally found on it.

5.5 Retention and Ridgeline Area Landscaping

In Retention and Ridgeline Areas, the landscaping design on every Homesite will require special care. The Landscape Master Plan is very specific about requiring heightened landscaping and tree planting on these sensitive Homesites, which requirements depend on many factors, including but not limited to: the specific Homesite's proximity to a Preservation Area, the specific location of the Lot, the size and shape of the Lot, the size and shape of the building envelope, the proposed home's architectural design, and the proposed home's visibility from street right-of-ways and/or from the U.S.-40 and/or I-80 Viewsheds.

Most importantly, Homesites within the Retention and/or Ridgeline Areas (although they will all have unique landscaping and planting patterns) must have landscaping designs which meet the intent of the Landscape Master Plan. With this in mind, the Committee will carefully link together clusters of building envelopes on Retention and/or Ridgeline Area Homesites, and the Committee will require these Homesite Owners to install extra trees and/or native vegetation outside the building envelope on their individual Lots. By requiring additional landscaping in Retention and Ridgeline Areas this way, the Committee is creating visual linkage between the Lots by connecting their vegetation and landscaping. Thus, these Homesites, as seen from the I-80 and/or U.S.-40 Viewsheds, will appear as though all of their landscaping and vegetation (within and outside of their respective building envelopes) connect in a native fashion.

The above landscaping requirement for Retention and Ridgeline Area Homesites is *in addition to* any and all other *Guideline* and/or Committee landscaping requirement(s), and this extra landscaping requirement shall not reduce and/or minimize those *Guideline* and/or Committee landscaping requirement(s) in any way.

For an illustration of and reference to unique landscaping requirements for Homesites in Retention and Ridgeline Areas, see the attached *Appendix H: Lot Type 3*, which references specific Landscape Master Plan requirements for these Homesites.

5.6 Plant Salvage

Whenever practicable, the Committee highly encourages a Homesite's native plants, trees, and other vegetation which is not initially retained on the Homesite to be properly stored, salvaged, and replanted on the Site after construction of the home and other improvements take place. If this salvage and replanting is conducted appropriately, the Homesite's native vegetation will become an invaluable source for restoring the

Site's natural rejuvenation, regrowth, and unique character. The Committee must pre-approve each Homesite's replanting plan and replanting execution (by considering both arrangement and quality), so that each Site restoration at Promontory clearly reestablishes and enhances the original Site's unique landscape and native character.

Specifically, the Committee requires the following care steps to be taken during salvage and replanting:

1. Although salvage plants are adapted native plants, very careful continuing maintenance is required to ensure successful replanting. Owners are responsible for seeing that the plant salvaging process, however lengthy, is allotted adequate time to be precise and successful. In many cases, this will require Owners dedicating months to correctly boxing and removing trees and large shrubs.
2. Owners should recognize that not all native plants on the Homesite will be suitable for salvage. If a Homesite's plants are too large, are inaccessibly located, are surrounded by poor-quality soil, have poor survival history, or are not recommended for resalvage due to seasonal conditions, the Owner shall be responsible for discovering an alternate resolution for providing proper revegetation to the Homesite.
3. In some cases, even with careful attention to replanting, salvage plants may not survive or fully recover to their once-healthy state. If the Committee decides any salvage plant on a Site is too unsightly to remain in place, the Owner shall be responsible for removing and replacing the salvage plant with a Committee-approved replacement.
4. During any and all salvage operations, special care must be taken to minimize Homesite disruption as much as possible and to ensure the Site's Natural Area *always* remains untouched.
5. On every landscaping plan, salvage plant characteristics (including size, variety, source, and maintenance requirements) must be specifically delineated and described. Additional salvage trees and plants from other "local area" sources may be planted if they are completely native, if they are planted so they appear as part of a natural and undisturbed existing landscape, if they appear as though they are native to the Site, and if the Committee, in its sole discretion, approves them.
6. The Committee requires that any person considering the salvage and/or replanting of any native plant consult a native plants salvage expert, and then submit a proper plan of such proposed salvaging to the Committee. It shall always be the Owner's responsibility to ensure that any person salvaging/replanting on such Owner's Homesite is fully complying with any applicable laws pertaining to the salvage and planting of native plants, or the like.

7. The Committee must *always specifically pre-approve* any salvage and replanting activities on a Homesite.

5.7 Revegetation of Disturbed Areas

Landscape disturbance on existing Homesites may only occur under the following conditions: (1) if the disturbance is for construction purposes, (2) if the disturbance falls completely within the Site's building envelope, (3) if the disturbance is in an area(s) which has been pre-approved by the Committee, (4) if the disturbance area is completely re-landscaped upon the completion of construction, and (5) if the re-landscaping is conducted according to the Homesite's pre-approved landscaping plan. The landscaping plan submittal must include the following in order to be pre-approved by the Committee: size, variety, and location of *every* existing tree and plant on the Homesite; and any and all other applicable Homesite landscaping features, including but not limited to a detailed description of ground plane character.

During the re-landscaping process, any and all Transition Areas on a Homesite must be fully restored to match the Site's Natural Area. In some cases, the Committee may even require more re-landscaping than the amount that existed in the Transition Area initially, in order to create the closest possible match to the Homesite's Natural Area. Any and all Close-In Zones must be landscaped so they completely match the Natural Area or they must be landscaped so they begin closest to the home as an enhanced type of landscaping (purported to compliment the architecture of the home structure) and smoothly transcend to completely match the Site's natural landscape by the time they meet the edges of the Transition Area(s) and/or Natural Area(s).

Complete landscape restoration is achieved by replicating all features of the existing natural landscape. At Promontory, complete Homesite restoration includes the following steps:

1. First, either restoring original or creating native-looking grading shapes which blend into existing drainage ways, landforms, and Site construction. The Committee will *never* approve shapes that are arbitrary or that appear to be artificial.
2. Secondly, the finished, exposed ground surface must match the ground surface on the rest of the Site. It is important to note that each Homesite has its own unique ground pattern and its own coloring as related to soil, sand, and surface rock. As well, each Site has its own types of rocks, and stones which should be properly identified and replicated. Though seemingly tedious, the carefully-executed surface matching becomes key to maintaining the Homesite's unique, native mountain character. Thus, other surface treatments (i.e. rocks not found on the particular native Site, wrongly colored rocks, rocks with

decorative geometric shapes and/or patterns, rocks which are clearly artificial, etc.) will not be approved or allowed by the Committee.

3. Next, trees and plants (including any and all native grasses) must be selected from a palette of the existing vegetation varieties already identified and established on the Site.
4. Lastly, any and all plant locations (i.e. spacing, staggering, etc.), variety mixes, densities, and/or arrangement(s) must enhance and compliment the Homesite's existing natural theme. Therefore, the Committee may require extra elements (i.e. down trees, native grassy areas, leaf litter, dry waterways, matched outcropping, etc.) to be added depending on a Site's specific characteristics.

Blending is the technique by which a smooth transition happens between the complete native landscape on a Site to the carefully designed and articulated dense arrangement of plants and vegetation which is found closely surrounding the home structure. Proper blending allows an authentic, yet enhanced landscaping system to be created and maintained immediately adjacent to the Homesite's constructed building improvements, which will screen and shape views from surrounding Sites, golf courses, Open Spaces, Common Areas, and roadways; will aid in sun control; and will soften the transition between the Site's architectural improvements and the land itself.

Specifically, this enhanced landscaping is defined as dense groupings and mixings of vegetation which might not normally occur in their exact location close to the home, but which appear as natural landform features and serve to compliment both the home structure and the Site's native landscape character. As enhanced landscaping is proposed, the predominate, denser features should be located nearest the home and the more natural features should be located farther away from the home.

Any and all unsightly disturbance(s) or Damage caused to the Homesite landscape shall always be repaired. Damage may occur naturally either as a result of improvements or for completely undetermined reasons. Regardless of the reason, any and all Damage(s) on a Site (no matter when or where they occur) must be repaired appropriately and completely. All landscaping (whether required by the Committee at any time or requested by the Owner) shall always be restoration which has been pre-approved by the Committee.

As well, in order to thoroughly reestablish the native landscape environment, any and all revegetation landscaping will require a sufficient temporary irrigation. Each plant may easily have separate and varying water needs; thus, all irrigation system(s) must be flexible enough to allow for both managed reduction(s) in water flow amounts and separate irrigation schedules for certain independent selections of plants. Although at some point this supplemental irrigation may be terminated, a Site's irrigation system *must* be in place long enough to create a permanent, quality, year-round, underground, self-serving system. As well, any and all

irrigation equipment must be located and/or screened in such a way that it is never visible from adjacent Homesites, Common Areas, Open Spaces, golf courses, and/or roadways.

Finally, the Committee requires that every Homesite Owner at Promontory make all genuine efforts to return any and all disturbed areas on his/her Homesite to the most accurate rendition of the Site's original native and undisturbed natural landscape as quickly and as completely as possible.

5.8 Plant Density

In order for each Homesite's proposed landscape to achieve a finished look that is both natural and appropriate to its character, every single piece of vegetation (i.e. tree, plant, etc.) must be arranged and spaced exactly according to its natural location pattern. As each Site may easily vary in plant groups arrangements and spacing (density), the Natural Area on each Site should be used as a model for plant density on the whole Site. As the landscape plans are designed, sufficient information about the Homesite's existing Natural Area(s) must be illustrated and explained, so the Committee can properly determine how closely the proposed plant sizes, spacing, etc. relate to the existing landscape characteristics.

The final decision about plant density and spacing will also depend on factors such as the plants' initial sizes and their respective growth rates. Generally, smaller plants require close spacing initially (accompanied by subsequent thinning if the landscape appears over-crowded in the future). Other factors to consider when planning vegetation density are the specific locations on the Homesite which require/allow planting, Site topography, Site soil conditions, available water to the Site, and/or any other Site conditions that may increase or decrease the amount of appropriate plant density.

Lastly, plant density is unique on every Homesite in Promontory, as native trees, shrubs, groundcovers, and grasses may differ drastically throughout the Community. Although every plant density evaluation and approval is highly Site-specific, generally speaking, patterns on a Site are as follows:

1. Plant density within the Transition Area(s) should replicate the plant density within the neighboring Natural Area(s).
2. The Committee, in its sole discretion, may approve and/or require planting which is more dense than expected in the Transition Area Close-In Zone for very Site-specific purposes.
3. Plant density within a Site's Private Area may be that which the Owner desires, so long as these plants are not visible at all from adjacent Homesites, Common Areas, Open Spaces, golf courses, and streetscapes.

Please see *Appendix H* for clarification about the description of a Homesite's Natural, Transition, and Private Area as related to the respective plant densities in each of these Homesite Areas.

5.9 Groundcover

On some Promontory Homesites, the Committee may approve certain locations on which a new and/or enhanced groundcover area (i.e. specific grasses, plants, and/or vines as defined below) may be created. At Promontory, groundcover planting areas may only be developed in one (1) of the following ways:

1. As an extension of naturally occurring groundcover on the adjacent existing landscape, or
2. As a replica of naturally occurring groundcover that appears authentic (as decided by the Committee, in its sole discretion).

The Committee shall not approve any proposals for groundcover areas which present the appearance of traditional turf for groundcover front or rear yard improvements.

Groundcover may only be open, natural-looking, seasonal native grass or low-growing, seasonal native plants/vines. In order for this groundcover to grow properly and to look appropriate, this seasonal plant variation and respect for natural growth patterns must be present. The Committee will approve groundcover if, in the Committee's opinion and sole discretion, the cover is placed in logical areas along the Site's contour, the cover is both practical and aesthetically pleasing in its location on the Homesite, the cover fits with the home's orientation and architecture, and the cover has edges which naturally blend into the rest of the Homesite's landscaping.

The Committee will not approve any groundcover proposal where the grass, etc. resembles traditional turf in any way, looks like a traditional residential front or back yard, and/or appears as a permanent or artificially supported, year-round, defined, green and/or manicured lawn area.

Groundcovers which are inorganic or rock may only be used in the Transition Area of a Homesite if they exist on the adjacent undisturbed Natural Area surfaces on such Homesite, and these kinds of groundcovers must only be used in the same manner as they exist in these adjacent Natural Areas. Inorganic and rock groundcovers must always replicate the native color, shape, size and mix of materials on the existing ground plane. The existing ground must always remain natural in appearance (i.e. it cannot be raked in visible patterns, cleaned, manicured, or otherwise modified).

Groundcovers which have a designed pattern, are decorative, are artificially shaped, or are made of an arrangement of inorganic materials such as sand, gravel-screened rock, or boulders may *never* be used as

ground plane improvements in the Natural and/or Transition Area(s) on a Homesite. As well, organic groundcovers such as manufactured non-native bark chips, compost, and/or prepared mulches may *never* be used in the Natural and/or Transition Area(s) on a Homesite. However, any kind of ground plane groundcover may be used on a Homesite's Private Area, so long as it is not in any way visible from any neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways.

5.10 Turf

At Promontory, all visible Homesite landscapes shall appear as though they are completely native. Therefore, turf is *never approved* in the Natural and/or Transition Area(s) of a Homesite. The Committee *will only* consider approving the use of turf within a Homesite's Private Area if the following conditions are met: (1) the turf is comprised of grasses which are listed on the Approved Plant List under "Grasses" and (2) the turf is *only planted in places which are not at all visible* from any and all neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways.

Any and all Committee-approved turf must be hybrid and non-seeding, and it must be maintained and/or irrigated in such a way that it does not ever adversely effect any Promontory improvement, facility, neighboring property, wildlife, and/or native plantlife. If, *at any time*, the Committee, in its sole discretion, determines that previously-approved turf has become a nuisance for any reason, the Committee, in its sole discretion, may require that existing turf to be immediately eliminated altogether and/or to be immediately replaced with another Committee-approved turf variety.

Using turf on Promontory Homesites is highly discouraged, as turf is non-native vegetation which not only requires more water, nutrients, and maintenance than native vegetation, but which also highly contrasts visually to natural Promontory terrain. Thus again, turf (and/or the replication/appearance of turf) may never be visible from neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways, and any native grasses which are visible from neighboring properties may *never* be planted, maintained, irrigated, and/or used in such a way that they take the place of, have the appearance of, or in any way replicate traditional turf lawns.

Most importantly, **only Committee-approved, seasonal native grasses shall be used** as a natural landscaping element on Homesites within Promontory.

5.11 Hardscape

At Promontory, hardscape is defined as the following: any non-architectural, inorganic improvement and/or modification to a Homesite's natural surface, which falls within the Homesite's Natural Area or the

Site's building envelope. Hardscape includes improvements such as: paths, walkways, on-site parking, improved drainage ways, hard surface landscaped areas, and/or similar improvements which may not be discussed in these *Guidelines*. Any and all hardscape improvements on a Homesite require Committee approval *prior to* the start of construction and/or installation of the improvements. The Committee must fully review and approve the proposed location(s) of the hardscape, material types to be used, hardscape colors, and/or any other changes to the existing Site or its landscape that could in any way result from the hardscape.

Hardscape used on Promontory Homesites must comply with the following:

1. Any and all landscape-related hardscape must appear natural and appropriate to the Homesite's existing landscape.
2. Natural surface materials, such as decomposed granite and/or surface rock must match existing colors and native textures. Manufactured products such as brick, pavers, or patterned and/or colored concrete must closely match any and all adjacent natural surface colors.
3. Whether the hardscape is natural or man-made, it must be installed/situated in such a way that it follows the natural patterns of native grasses/groundcovers which are planted to soften the improved area.
4. All walks and/or pathways must be narrow in width (i.e. two (2) to four (4) inches), and it must follow the natural ground contour lines.
5. All patios must be shaped naturally and must cause the least amount of Site modification possible. Finished patios must be located so it is apparent that they were carefully sited and shaped to fit perfectly into the most practical naturally occurring location for them on the Homesite.
6. Any and all improvements such as elevated surfaces, curbing, swales, piping, and/or grading which alters the approved drainage plan for the Homesite must be avoided. Modifications such as these can easily redirect, concentrate, or pond storm water, which will cause erosion and water damage. Instead, porous materials and careful installation methods will help reduce water runoff and the damaging of concentrated water flows.
7. Any and all ancillary hardscape improvements and/or associated modifications (i.e. revised grading, added landscaping, low walls, built-in seating, lighting, etc.) must be carefully contemplated in design and purpose by the Owner, Architect, and/or Builder, and *must be pre-approved* by the Committee. The Committee intends that any such constructed hardscape improvements will both (1) appear as a visual extension of the home's architecture (including the architecture of any other improvements on

the site) and (2) feel like they directly relate to and are a visual extension of the acknowledged and approved adjacent landscape characteristics for the particular Homesite.

5.12 Water Features

Constructed water features are not allowed in the Natural and/or Transition Area(s) of any Promontory Homesite. However visually attractive and sophisticated these water features may potentially be, any water which is artificially introduced/added into the natural environment may easily become disruptive. Although water features are discouraged on Promontory Homesites, the Committee may specifically consider and approve water features located in the Private Area of a Homesite if such features meet the following criteria:

1. The water feature(s) are not at all visible from any and all neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways.
2. The water feature(s) are designed in proportion to the Homesite's architectural and landscaping themes.
3. All water feature mechanical equipment is completely screened from the view of neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways.
4. The water feature(s) are designed to minimize water use in normal operation and typical maintenance.
5. The water feature(s) and any and all of their lighting, mechanical equipment, water spray, drainage mechanisms, etc. must be constructed and maintained so as to never adversely affect neighboring Homesites, Open Spaces, Common Areas, golf courses, roadways, native plants, and/or animals/wildlife in any way.
6. Finally, the water feature(s) may not create any kind of nuisance or extra maintenance by having complicated mechanical operations, by attracting animals or insects, or by supporting the existence of non-native plantlife.

5.13 Gardens and Non-Native Planting Areas

Any and all non-native planting areas may *only* be established and maintained within the section of a Homesite's Private Area which is not visible from any and all neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways. Non-native planting areas include, but are not limited to the following: decorative gardens that emphasize flowering plants; gardens comprised of organized flower arrangements, non-native shrubs, and/or vegetables; and orchards and/or unnatural appearing groupings of

shrubs and/or trees. This limitation does not, however, prohibit a Site from having the enhanced planting areas (which are comprised of native plants and are located in the Transition Area's Close-In Zone) discussed in *Section 5.7* above.

The following must be hidden from any and all views from neighboring Homesites, Open Spaces, Common Areas, golf courses, or roadways : trash storage, compost areas, screens, netting and/or other animal barriers, lighting, irrigation mechanisms, and/or any kind of mechanical equipment.

In addition, gardens and/or planting areas *may never be maintained in any form* on any Promontory Homesite if they contain any plant which is not Committee-approved. Any plant which is not specifically listed on the Approved Plant List (attached as *Appendix C*) shall be approved by the Committee *prior to* planting.

Any and all plants that the Committee determines could potentially create a nuisance (i.e. because of excessive water use; excessive water runoff; excessive litter, seeds and/or plant debris; attraction of animals/insects; and or the threatening of existing native landscape in any way) may *never* be maintained on a Homesite.

Any and all garden-associated improvements (i.e. tool and equipment storage) or growing areas (i.e. greenhouses) must be designed so they are an integral part of the home's architecture, and must be evaluated and approved by the Committee as part of the Homesite Design Plans. The use of other visibly decorative plantings, such as those placed in architectural planters, pots, and/or other building-related improvements, shall *always* be evaluated by the Committee and approved *prior to* their implementation on a Homesite. Such plantings must always appear as an integral part of the Homesite Design and the actual home's architecture, rather than looking like landscaping enhancements which have been contemplated and added to the Homesite subsequent to the design of the home.

5.14 Access to Path System

Generally speaking, access to approved, designated Promontory pathways is only allowed at specifically designated trailheads. On a case-by-case basis, the Committee may evaluate and approve individual access to a Promontory path from a certain Homesite. In addition to having the necessary Site-specific characteristics warranting allowance of a special Owner access path (as determined by the Committee, in its sole discretion), the following general conditions must be met for the Committee to consider such pathway access for any Homesite Owner:

1. The Owner shall accept sole responsibility for any and all costs relating to the Owner's requested pathway improvements, maintenance, removal, and/or restoration.

2. The Homesite must be directly adjacent to the designated Open Space containing the approved Promontory path or the approved Promontory path must actually cross the Homesite itself (i.e. in an easement). As well, the Committee must pre-approve the specific location of the new access path and any and all access improvements which will occur by the Owner across the Open Space for the purposes of connecting to the Promontory pathway.
3. The Owner's access to the Promontory pathway does not/will not encroach on adjacent Homesites and/or adjacent Homesites' access to the pathway.
4. The location and use of the Owner's added pathway may not create a nuisance to any neighboring Homesites, Open Spaces, Common Areas, golf courses, public rights-of-way, or roadways.
5. The Owner's pathway shall only be used by the Owner for access to the Promontory pathway, and shall not be used by other persons as a through-way and/or have the appearance of being a "general use" addition to the approved Promontory path.
6. The Owner's pathway surface shall only be the natural, existing surface material already present, as pathway definition will naturally occur through the Owner's use of the path. Created delineation along the path (such as rock-lined edges or raked surfaces) shall not be used, nor shall any extra material be added to create the Owner's pathway.
7. The Owner's pathway shall resemble a "game trail" in appearance and size, meaning that it is unobtrusive, natural-looking, and scaled in proportion to the native, undisturbed topography of the land.
8. The Owner's pathway shall not: cause any vegetation to be removed, cause erosion, or cause any Site features to be disturbed in any way.
9. The Owner shall accept responsibility for installing any signage and/or appropriate graphics improvements the Committee, in its sole discretion, deems necessary to avoid confusion regarding the Owner's pathway and/or the Promontory pathway.
10. The Owner's pathway approval is temporary at all times. At any time, the Committee may, in its sole discretion, determine that the Owner's pathway is incompatible with the intent of the Promontory pathway system and request that the pathway be repaired, modified, or removed and restored to the natural landscape conditions. Complete compliance to any such Committee request shall always be required by Owners.

6 CONSTRUCTION REGULATIONS

In order to ensure that the natural landscape of every Promontory Homesite is always preserved and the common nuisances which are inherent in any Site construction project are kept to a minimum, the regulations in this Section 6 shall be enforced during any and all Homesite construction projects at Promontory. Every Homesite Owner shall always be responsible for any and all Damage(s) resulting from violations of the Guidelines (including the following construction regulations) occurring in relation to such Owner's Homesite, whether the specific violation was caused by the Owner or such Owner's Architect(s) and/or Builder(s) performing within Promontory (regardless of whether the activit(ies) causing the violation(s) are specifically located on the Owner's Homesite or elsewhere within Promontory).

6.1 Building Envelope

The building envelope, as it defines the boundary for the limit of development (L.O.D.) on each Homesite, is the area within which *all* activities related to Homesite improvements must be confined. Thus, the building envelope must be either temporarily staked and roped off, or fenced in an appropriate manner during the duration of Homesite construction. The temporary fencing that encloses the building envelope must be comprised of chainlink material, and should extend along the street frontage so no Builders or workmen park in any section of the Homesite's Natural Area. Where construction of Homesite improvements is necessary directly along the edge of the building envelope, the Committee, in its sole discretion, may allow for a temporary construction encroachment if the Owner submits a written request to the Committee for pre-approval, and if the Committee approves such request. The encroachment may not extend into the adjacent Natural Area more than five (5) feet *and* the Owner shall revegetate the area of such encroachment promptly following construction. The Owner shall be responsible for ensuring that the chainlink fence which designates the site's L.O.D. (and any accompanying waddle, etc.) is properly maintained *at all times* during the construction on the Homesite.

6.2 OSHA Compliance

Any and all applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times by every Owner, Architect, Builder(s), or other person related to the construction of improvements on the Promontory Homesite with which these persons are associated.

6.3 **Construction Site Plan, Construction Schedule, and Construction Trailers**

As part of Design Review, every Owner shall be responsible for ensuring that his/her Builder(s) attend a proper Pre-Construction Conference (see *Section 7.11* below), where the Construction Site Plan and Construction Schedule (which were approved as part of the Final Design Submittal; see *Section 7.5*) is submitted to and approved by the Committee representative conducting such Conference. The Construction Site Plan must clearly identify any and all construction access points, all designated parking areas (must be completely off of the street), all sanitary facilities to be used, and any and all approved access drives which relate in any way to construction activities on the Homesite. The Construction Schedule shall include but not be limited to the following checkpoint times: (1) Proper L.O.D. fence and signage installation, (2) breaking ground, (3) grading, (4) framing inspection(s), (5) four-way inspection(s), (6) installation of final roof material, and (7) installation of landscaping.

All parts of the Construction Site Plan and Construction Schedule shall be approved by the Committee during Final Design Approval and during the Pre-Construction Conference. *Only after* such approvals, may a single construction trailer or a single portable field office be located on the Homesite—if it is within the building envelope, clear of all setbacks. The size, type, and color of any construction trailer and/or portable field office *must always be pre-approved* by the Committee along with the Construction Site Plan. Even after it has been approved, such trailer or office *may not* be placed on the construction Site any earlier than two (2) weeks prior to the actual onset of continuous construction activity. At the time the trailer or office is placed on the Site, temporary power and temporary phone line service shall be allowed until the time when utilities are available on the Site. Any construction trailer and/or portable field office may never remain on a single Homesite for longer than the lesser of six (6) months or the practicable amount of time it takes for the trailer/office to be moved into the home itself, unless the Owner has submitted a *prior written request* to the Committee and has been issued proper Committee pre-approval for an extension.

6.4 **Trash Receptacles and Debris Removal**

All Owners shall be responsible for seeing that all of his/her Builder(s) working within Promontory shall clean up *all* trash and debris *at the end of every day*. A pre-approved trash receptacle with a proper cover must remain on the Site *at ll times* so as to contain all lightweight materials and packaging. The covered trash receptacle must be sized properly (Committee determined) so it fits within the Homesite's building envelope, and it must be positioned on the Site alongside the access drive so that it stands completely clear of side and rear setbacks, adjacent road right(s)-of-way, neighboring Homesites, Open Spaces, and Common Areas. Trash receptacles *must* be emptied on a timely basis to avoid refuse overflow. Trash

disposal shall occur at a suitable facility which is off of the Site. Any and all persons are prohibited from dumping, burying, and/or burning trash anywhere on the Homesite or anywhere in Promontory. Heavy debris (i.e. broken stone, wood scrap, refuse concrete, etc.) shall be removed from the Site *immediately* upon completion of the work of each trade responsible for generating the debris.

All concrete washouts (from both trucks and mixers) must occur within the Homesite's building envelope, in a location where it will ultimately be concealed by structure or covered by backfill. Washout occurring in road rights-of-way, in setbacks, or on adjacent properties is strictly prohibited.

During each Homesite's construction period, such Site shall be kept neat and properly maintained, so as to prevent it from becoming a public eyesore or a detriment to other Homesites, Open Spaces, Common Areas, roadways, or golf courses. All dirt, mud, and/or debris resulting from the Homesite's activity shall be promptly removed (i.e. within less than 48 hours) from public roads, private roads, Open Spaces, Common Areas, Homesites, driveways, and all other portions of Promontory.

The Owner shall pay all clean-up costs incurred by the Committee or by the Conservancy in enforcing these requirements.

6.5 Sanitary Facilities

Each Owner shall be responsible for seeing that his/her Builder(s) provide adequate sanitary facilities on the applicable Homesite for his/her workers during Site construction. Portable toilet facilities shall be located within the Homesite's building envelope, shall be clear of all setbacks, shall be placed in a discreet location, and shall be properly maintained for sanitary purposes.

6.6 Construction Access

The approved access drive which is pre-approved by the Committee shall be the *only* construction access which is allowed on any Homesite. As well, any and all construction vehicles shall enter Promontory through the West Gate, unless the Conservancy deems another location appropriate for construction entry in the future.

6.7 Vehicles and Parking Areas

Builder(s) shall not park on, or otherwise use, undeveloped portions of Homesites, Open Spaces, Common Areas, or roadways. All vehicles must always be parked within the building envelope. During very busy construction periods (i.e. when multiple trades are working simultaneously, so that all construction vehicles cannot be confined to the Site proper), Builders' overflow vehicles may be temporarily parked along

the shoulder of the roadway—but they may only be parked in Committee-approved locations and for Committee-approved time periods, after the submittal of a proper written request for such temporary parking. Under these limited, specific circumstances, vehicles must be parked off of the paved surface of the roadway and/or cul-de-sac, so they allow continual, unconstrained access for normal traffic and emergency vehicles (including fire trucks) and proper access to fire hydrants and the like.

Construction or related vehicles may never be parked on neighboring Homesites, in nearby driveways, in Common Areas, or on Open Space. Any oil changing or other vehicle maintenance is strictly prohibited. The particular Homesite Owner shall be responsible for restoring Damage caused to any native vegetation, revegetation, or roadway by parking along the street frontage. The Committee may, at its sole discretion, require such vegetation restoration by the Owner at any time during construction or as a precondition to passing the Final Inspection and Final Release step of Design Review for the Homesite.

6.8 Conservation of the Native Landscape

During construction, trees which are to be preserved shall be marked and protected by flagging, fencing, and/or barriers. During the Pre-Construction Conference (detailed in *Section 7.11*) or at any other time during construction on a Homesite, the Committee shall have the right to flag any major terrain features, plants, trees, and native vegetation which must be fenced for protection during construction. Any trees, branches, and other vegetation which is removed during construction shall be promptly cleaned up, shall be immediately removed from the construction Site, and shall be promptly and properly revegetated where applicable or where the Committee, in its sole discretion, deems such revegetation is appropriate.

6.9 Grading and Drainage Requirements

Owners shall be responsible for seeing that the following requirements are met by all Builders involved in construction on such Owner's Homesite, in order to accomplish effective erosion elimination on the Homesite:

1. Temporary run-off channels must be built to drain construction zones. Silt screens and waddle must be installed at appropriate locations on these channels. The screens should stretch across the channels and anchor to the channel bottoms with hay bales that are placed on the upstream side of the fabric. In some cases, temporary earthen berms or channeling ditches may be used in lieu of silt screens.
2. All storm drain inlet structures must be protected by a filter berm until the base course of pavement is installed or until the area is stabilized with vegetation.

3. All embankments constructed as part of cut/fill operations must be seeded and mulched within one (1) week of final grading completion.
4. All building Site areas must be seeded and mulched within one (1) week of final grading completion or at a time which is pre-approved by the Committee.

6.10 Excavation Materials and Blasting

The Owner shall be responsible for providing written notification to the Committee *at least* two (2) weeks in advance of any blasting that will occur on a Homesite, and the Owner shall be responsible for providing the Committee with proof of all appropriate County approvals *prior to* any blasting which takes place in connection with such Owner's Homesite. Blasting shall only be conducted by licensed demolition personnel, who possess all requisite insurance coverages specific to the blasting activity they will conduct at Promontory (as mandated by County and state statutory law).

The Committee shall have the authority to require the Owner to provide (prior to any blasting activity) written documentation which thoroughly explains all anticipated seismic effects and which confirms the following: (1) such seismic effects will in no way be injurious to other persons or properties (either public or private) and (2) all appropriate protection measures are in place (and shall be utilized) to prevent any kind of danger and Damage which could occur as a result of the blasting. As well, the Committee shall have the authority to require the Owner to provide (prior to any blasting activity) additional insurance to cover potential damages the blasting could have on areas outside of the Homesite (i.e. neighboring Homesites, Open Spaces, Common Areas, golf courses, surrounding properties, roadways, previously-constructed improvements, or elsewhere within the Community).

Any and all excess material which results from blasting (along with all other excess excavation materials) shall be removed from Promontory immediately.

6.11 Dust and Noise Control

The Owner shall be responsible for seeing that his/her Builders sufficiently control dust, debris, and noise which occur as a result of construction on the Homesite. This requirement includes, but is not limited to the removal of all dirt and mud (which is in any way a result of construction activity on the Homesite) from public and private roads.

Sounds coming from radios or any other audio equipment used by Builders and/or any persons on the Homesite during construction shall *never* be audible beyond the Lot line of any Homesite. At the

Committee's discretion, repeated violations of this sound provision will cause a total prohibition of any on-site use of radios and/or audio equipment during construction on the Homesite.

6.12 Material Deliveries and Parking

All building materials, equipment, and/or machinery required to construct a home on any Homesite at Promontory shall be delivered directly to the building envelope of that particular Homesite, and the materials shall always remain within the building envelope of each Homesite and clear of all setbacks.

The above requirement encompasses but is not limited to the following: all building materials, earth-moving equipment, trailers, generators, mixers, cranes, and/or any other equipment or machinery that will remain at Promontory during night hours.

As well, material delivery vehicles may *never* drive across neighboring Homesites, Open Spaces, Common Areas, golf courses, or land tracts to access a neighboring construction Site.

6.13 Firearms and Weaponry

The possession and/or discharge of any type of firearm or weaponry by Builders or other persons working in connection with any Homesite is strictly prohibited on any construction Site, Homesite, land tract, Open Space, Common Area, golf course, roadway, and right-of-way at Promontory, and shall warrant proper legal consequences.

6.14 Alcohol and Controlled Substances

Consumption of alcohol and/or the use of any controlled substance by any and all Builders or other persons working on any construction Site, Homesite, land tract, Common Area, golf course, roadway, and/or right-of-way at Promontory is strictly prohibited and shall warrant proper legal consequences.

6.15 Fires and Flammable Materials

The careless disposition of cigarettes and/or other flammable materials, any build-up of potentially flammable materials, and/or allowing any activity which could contribute to any kind of fire hazard are always strictly prohibited at Promontory. As well, any on-Site fires (excepting small, confined, attended fires purported to heat masonry water and which have been pre-approved by the Committee) are prohibited on any property at Promontory.

At all times during construction, there shall be at least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers present and available in a conspicuous place on the Homesite where construction is taking place.

6.16 Pets and Wildlife

Builders or other persons working at Promontory shall never bring any pet(s) (particularly dogs) into Promontory and shall not feed or otherwise inappropriately attract wildlife at Promontory.

6.17 Preservation of Property

Builder(s) or other persons connected to construction on any Promontory Homesite are strictly prohibited from using any neighboring Homesite, Open Space, Common Area (including all common amenities), golf course, or roadway as a means of transit and/or passage. As well, such Builder(s) are prohibited from using as a means of transit and/or passage the Natural Area and/or the setbacks which are outside of the building envelope of the particular Homesite on which the Builders are conducting activities. Builder(s) and other persons shall also refrain from parking on, eating on, depositing rubbish and/or scrap materials (including any and all concrete washout which may occur) on, and/or disturbing or Damaging in any way any neighboring Homesite, land tract, Open Space, Common Area, golf course, and/or right-of way. The Conservancy may, in its sole discretion, appropriately fine such Builder(s) and/or persons for participating in any such property destruction or Damage.

6.18 Protection of Subdivision Improvements and Restoration of Property

Each Owner shall be responsible for completely protecting any and all Community, Subdivision, and Village improvements including but not limited to the following: roadways, Common Areas, golf-related improvements, and improvements on any other Homesite from any and all Damage and damaging effects (no matter how small) caused by activities conducted by such Owner's Builder(s).

Upon the completion of construction of each Promontory Homesite, such Homesite Owner shall be responsible for seeing that the Builder(s) completely cleans the Site and repairs any and all property which has been affected and/or damaged in any way, including but not limited to the following: restoring all landscape grades; replanting and/or planting shrubs; trees; and/or other vegetation as approved and/or required by the Committee; repairing any and all streets; roadways; driveways; pathways; drains; culverts; ditches; signage; lighting; fencing; and effects caused by Damage to Homesites, Common Areas, Open Spaces, golf courses, or roadways.

In addition to compensating Builder(s) for their work conducted to construct improvements on a Homesite, the Owner of such Homesite shall be held financially responsible for Site restoration, Site revegetation, refuse removal, and all other repair to any and all adjacent properties when such Damage resulted from trespass, violations, and/or negligence by any Builder(s) working in connection with construction on the Owner's Homesite. The Owner shall be responsible for reimbursing the Conservancy for any repair and restoration necessary to cure such Damage as well, according to *Section 8.9* below.

6.19 Construction Signage

Unless the Committee specifically approves otherwise, every Promontory Homesite shall be allowed one (1) temporary construction sign per Site. As the temporary construction sign is intended for job Site identification only, the following requirements apply to any and all temporary construction signs used on Homesites at Promontory:

1. The temporary construction sign shall not exceed six (6) square feet of total surface area.
2. The sign shall be free standing (i.e. the sign may never be attached to a tree and/or vegetation in any manner), and the sign shall not exceed four (4) feet above natural grade in height.
3. The sign must be located within the Homesite's building envelope in a place which has been specifically approved by the Committee *prior to* installation. The sign should face the street frontage of the particular Homesite.
4. The sign may include the following: (1) identification of the General Contractor by name, address, license number, and telephone number(s); (2) identification of the Architect by name, address, license number, and telephone number; and (3) identification of the particular job location by either the Homesite address number or the Homesite Owner's name.
5. The sign *shall not include* any kind of marketing-related terminology and/or logos (i.e. "for sale," "available," "offered by," etc.).
6. The sign may not be erected on any Homesite at a time that is earlier than two (2) weeks prior to the onset of continuing construction activity on the Site.
7. The sign must be removed at the time which is no later than the earlier of the following options: (1) two weeks after the date the County issues a Certificate of Occupancy for the home, or (2) the passage of 30 calendar days without significant (which significance is defined and decided by the Committee, at any given time) construction activity on the Homesite.

The following signs are strictly prohibited on any Homesite: individual signs and/or construction sign attachments which identify individual subcontractors, tradesmen, suppliers, or the like. When state and/or County statutes require signs identifying certain licensed tradesmen, those signs shall be confined to the particular posting location and posting time as specified in the Building Permit.

Wherever possible, any and all identification signage which is attached to materials delivered to the Homesite during construction (i.e. windows, equipment, etc.) shall be removed so as to prevent the marketing and/or advertising which is discouraged at Promontory

Attachment of signs and/or similar material to any trees and/or vegetation is strictly prohibited at Promontory at all times.

6.20 Daily Operation

Daily working hours which apply to every Promontory Homesite under construction shall be 7:00 a.m. to sunset, Monday through Saturday. Any and all construction activity which could possibly generate noise which is audible from the boundaries of any other Homesite (i.e. hammering, sawing, excavation work, concrete delivery, etc.) shall be confined to the hours of 7:00 a.m. to the earlier of 6:00 p.m. or Sunset, Monday through Saturday.

Any and all noisy activity at Promontory is prohibited on the Sunday of each week within 600 feet of occupied homes.

6.21 Site Visitations

Due to the inherent danger associated with any active construction Site, visitors to a Promontory Homesite during such Homesite's construction should be limited to persons who are conducting official business relating to the particular construction activity on the Homesite, such as the following: the Homesite Owner; the Owner's Architect; the Owner's Builder(s); state, city and/or County building officials; security personnel; Committee Members or Committee Representatives; and sales personnel visiting the Homesite for business reasons.

Builder(s) shall not invite and/or bring family members or friends (especially children) to the Homesite during its construction.

6.22 Construction Insurance Requirements

The Homesite Owner shall be responsible for seeing that all Builder(s) working on the Owner's Homesite provide evidence of appropriate insurance with the Owner *prior to* entering Promontory. The Committee, in its sole discretion, shall have the authority to require each Homesite Owner to provide proof of all such insurance as a *precondition* to construction commencement on the Homesite.

Proper construction insurance is required for every Homesite at Promontory; and, at the very least, such insurance must evidence the following:

1. Proof of insurance shall be evidenced in the form of a valid Certificate of Insurance naming both the Homesite Owner and Promontory as the certificate holders.
2. The insurance shall provide coverage which is not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability, and workmen's compensation.
3. The insurance shall have minimum limits of liability which are not less than \$500,000 for general liability coverage and which are not less than \$500,000 for automobile liability coverage.
4. General liability coverage shall contain provisions for contractual liability and provisions for broad form property damage.
5. The Certificate of Insurance shall contain a provision which ensures a 30-day notice will be given to all certificate holders in the event of cancellation of insurance or any material change in the limits of insurance coverage.

6.23 Vehicular Access

Prior to the commencement of any construction activity on a Promontory Homesite, the Homesite Owner shall be responsible for ensuring that each General Contractor working in relation to the Owner's Homesite meets with the appropriate Promontory security staff and provides such security staff with a complete "vehicle pass list" of all Builders which may need to enter Promontory for the purposes of Homesite construction. This pass list shall include any and all supporting descriptions and details required to sufficiently identify any and all construction and/or employee vehicles that may enter Promontory during such Homesite construction.

No person or vehicle shall be allowed to enter Promontory (through any Promontory gates and/or entrances) until the above requisite documents are filed with proper Promontory security staff and the

appropriate passes have been issued. *At any time*, the Committee and/or security staff at any Promontory gate/guardhouse shall have the authorization to require as a condition of entry proof of acceptable and complete insurance by any Builder and/or any persons claiming they are related to construction activity on any Homesite at Promontory.

7 DESIGN REVIEW PROCEDURES

A comprehensive Design Review process that is administered by the Committee has been established at Promontory. As each Homesite Design submitted to the Committee is reviewed, it will be evaluated for its attention to Homesite sensitivities, for its architectural uniqueness and level of expertise, for its adherence to the Promontory Community character and motif, and for its preservation of the natural landscape. The Design Review process provides a pointed opportunity for every Owner, Architect, and/or Builder to draw upon the particular, unique expertise and knowledge of those who have been integrally involved in the planning and development of Promontory. Under the mandates of the Governing Documents, the Committee is charged with the responsibility of maintaining the standards set forth in these *Guidelines* and in any other applicable Governing Documents. In addition, the Committee has the authority and the responsibility to issue all formal approvals or disapprovals of any and all projects at Promontory, and to enforce these *Guidelines* and any and all applicable Governing Documents. Each Promontory residence and its additions and/or improvements must meet the criteria of these *Guidelines* and any and all Governing Documents which may be applicable to the particular Homesite and/or to the Village in which the Homesite lies.

Any Owner or other person acting on behalf of an Owner (other than the Developer of Promontory) wishing to construct a home at Promontory or to make any alterations or changes to a Homesite at Promontory must submit any and all Plans and specifications required by the Committee (in these *Guidelines* or otherwise) for the following: (1) proper approval of any initial construction of a residence or for (2) proper approval of any visible exterior improvements or changes in condition on any Homesite, including, but not limited to: additions, alterations, Homesite improvements, and changes of exterior materials or finishes, driveways, Homesite features, patios, awnings, window screens, lighting, landscaping, artwork, repainting, etc. The Owner shall be responsible for ensuring that all Design Review submittals are made by completing the proper *Design Review Application Form* (which form is attached as *Appendix J*) in its entirety and submitting such Form to the Committee; by participating in all the proper conferences and/or meetings; by providing the proper supplementary requirements (i.e. material samples, plans, models, etc.); and by completing *all* steps of the Promontory Design Review process, which are explained in detail below.

The appropriate submittal requirements are detailed in this *Section 7*; and thus, every Owner, when he/she and his/her Architect and Builder(s) are in any way involved in any step of the Design Review process, shall be responsible for compliance with this *Section*, with these *Guidelines*, with any and all Governing Documents, and with any other requirements which may be established by the Committee at its discretion.

7.1 Architect Selection and Approval

As Promontory is a Community unmatched in its mountain ranch character and its unique architectural sophistication, every Owner of a Promontory Homesite should select a qualified Architect to create a proper Homesite Design, and to generate and submit any and all Plans regarding such Homesite Design to the Committee. This Architect must be approved by the Committee *before* any Design Review meetings are held and before any Homesite Plans are prepared or submitted.

The Committee requires Owners to use licensed Architects when planning their Homesites. However, in some cases the Committee, at its discretion, may accept an unlicensed designer to prepare Plans for a Homesite. **Because such intricate Homesite Designs and sophisticated sets of Plans are expected to be submitted to the Committee for every Homesite, if an Owner decides to use an unlicensed designer, engineer, draftsman, or other person to draw and/or submit his/her Plans, *before* the Committee approves such person (and thereby allows the Owner and Architect to proceed with Design Review at Promontory), the Owner shall be responsible for seeing that the unlicensed designer, engineer, draftsman, or other person completes the following items for the Committee (which include, but are not limited to the following): (1) a personal interview with the Committee; (2) submission of letters of recommendation to the Committee, (3) work samples (which include, but are not limited to construction drawings and coordinating photographs of completed homes such person designed), and (4) any other samples, materials, and/or credentials requested by the Committee.**

After the Committee has evaluated and approved such items, the Committee will approve and designate this designer, engineer, draftsman, or other person as the Owner's Architect solely for the purposes of completing Design Review at Promontory. If the Committee does not approve such person to act as the Owner's Architect, the Owner shall be responsible for selecting another licensed Architect and/or designer, engineer, draftsman, or other person who the Committee approves through the above process to participate in the Design Review process connected with the Owner's Homesite.

Architect selection may easily be the most critical step in the Promontory Design Review process. An Architect's design creativity, experience, level of expertise, comprehension of design criticism, and ability to grasp the Promontory vision will all be key factors for determining how efficiently and how successfully any Owner moves through Design Review at Promontory and how genuinely the Owner's finished home and improved Homesite merits the Promontory name.

7.2 Pre-Design Conference

Prior to preparing any part of the Preliminary Homesite Plans for any and all proposed improvement(s), the Owner shall be responsible for ensuring that he/she and his/her Architect participates in a proper Pre-Design Conference. This Conference requires that the Owner, Architect, Builder (if possible), and a Committee representative meet on the Site (or off the Site, if the Committee, in its sole discretion, decides that is appropriate) to discuss ideas about future proposed Homesite plans and to resolve any questions and/or concerns about Homesite design and building requirements at Promontory. This informal, yet very important Conference must occur on the Homesite itself so topographic elements of the Site can be discussed and evaluated, so unique natural landscape features can be noted, and so the initial guidance provided by the Committee to the Owner and Architect (i.e. for Homesite Design, for specific locations of Site improvements, for unique vegetation requirements and possibilities, etc.) will be completely clear.

During this Conference, (or at the very least, at the time the Owner makes his/her Preliminary Submittal) the Owner shall be responsible for seeing that the appropriate completed *Design Review Application Form* (attached herein as *Appendix J*) is submitted to the Committee. Details contained on such Form are extremely important to the proper facilitation of communication and correspondence during the Design Review process.

Any and all parameters and directives identified and communicated by the Committee to the Owner and/or the Architect during the Pre-Design Conference remain valid for one (1) year only. If a complete set of Preliminary Design Plans has not been submitted to the Committee within 12 months of the Pre-Design Conference, the Owner and Architect shall be required to participate in a subsequent new and separate Pre-Design Conference (as Homesite elements, the *Guidelines*, the Governing Documents, etc. could have changed within such year) prior to submitting any proposed Plans for the Homesite to the Committee.

7.3 Preliminary Design Submittal

Every Owner shall be responsible for ensuring that such Owner's Architect submits to the Committee for review *complete* Preliminary Design Plans at a time that is no longer than 12 months after the date of the Pre-Design Conference. Every Preliminary Design Submittal must be received at the designated address of the Committee (as detailed in *Section 8.2*) by 12:00 p.m. of the Monday preceding a scheduled review meeting of the Committee, in order to be evaluated in the immediately upcoming Committee meeting.

The Design Review Fee (see *Section 7.20*) shall be due and payable in full by the Owner *upon submission* of the Preliminary Submittal. Every Preliminary Design Submittal shall consist of three (3) complete print sets of the Plans, which the Committee will keep. Every Preliminary Submittal shall be complete in order to warrant

Committee review for Preliminary Approval. In order to be complete, a Preliminary Design Submittal must include *all* of the following separate exhibits:

1. Site Plan: This MUST BE scaled at $1" = 10'$ or $1" = 8'$ for Committee review. The Site Plan must completely illustrate and explain all of the following: (1) the entire property Site; (2) the location of the proposed building envelope on the Site; (3) the proposed residence and any and all proposed building structures; (3) all driveways; (4) all parking areas; (5) the existing Site topography; (6) the proposed Site topography; (7) the proposed finished floor elevations; (8) and any and all trees, clusters of native shrubs and/or vegetation, and/or unique terrain features which will be preserved on the Site.
2. Survey: This MUST BE scaled at $1" = 10'$ or $1" = 8'$ for Committee review. The Survey must be issued by either a registered land surveyor or a licensed civil engineer, and it must clearly delineate (and illustrate as necessary) the following: (1) all Homesite boundaries and dimensions; (2) all topography (with no more than a two-foot contour depth at any location on the Site); (3) all major terrain features; (4) all trees; (5) all pavement/curb edges; (6) and any and all utility locations.
3. Floor Plan: This MUST BE scaled at $1/4" = 1'$ or $1/8" = 1'$ for Committee review. The Floor Plan must clearly and accurately identify and illustrate all proposed finished floor elevations.
4. Exterior Elevation Plan: This MUST BE scaled at $1/4" = 1'$ or $1/8" = 1'$ for Committee review. The Exterior Elevation Plan must show all of the following: (1) existing grade lines; (2) proposed grade lines; (3) plate heights; (3) ridge heights; (4) proposed roof pitch; and (5) a proposed indication of all exterior materials and exterior colors (even if some or all of these may change before Final Approval).
5. Area Calculation Plan: This MUST BE scaled at $1/4" = 1'$ or $1/8" = 1'$ for Committee Review. The Area Calculation Plan must provide the following information for the Committee: (1) sufficient shading, illustrations, and/or written explanations clearly identifying all parts of the home and any and all building structures as either comprising part of the Net Livable Area and/or part of the Gross Total Area; (2) numerical calculations delineating separate square footages for all individual portions/rooms of the home structure (i.e. Living Room, Master Suite, etc.) and any and all building structures (i.e. garage(s), porches, etc.) on all vertical levels; and (3) numerical calculations for the Net Livable Area and the Gross Total Area of the home and any and all other building structure(s) on the Homesite.
6. Model: This MUST BE a $1/8"$ "white model" for Committee review. Such model must show any and all Homesite topography accurately. This model must be more than simply a wire frame. A

computer model may be submitted instead of an actual model, so long as the computer model is submitted in a Three-Dimensional Studio Max format, is thoroughly detailed, is sophisticated in appearance, and can be clearly understood by the Committee.

The Owner shall always be responsible for seeing that any other drawings, documents, materials, and/or samples are submitted during Preliminary Design Submittal and Approval as part of the Plans if the Committee, in its discretion, requests such (whether such Committee request applies to every Owner or whether such request is Homesite-specific).

7.4 Preliminary Design Review and Preliminary Approval

The following provisions apply to the Promontory Preliminary Design Review and Approval process:

1. The Committee will meet and review every complete Preliminary Design Submittal to ensure the Plans completely conform to the *Guidelines* before the Owner and Architect finalize the Homesite Design. The Committee will respond in writing at a time which is no later than 30 days, not including holidays or weekends, after the *complete* set of Preliminary Plans was submitted to the Committee. The Committee's written response will indicate whether the Preliminary Plans are approved or not approved, and such response will explain which factors caused the Committee to make such decision.
2. Results of Committee Submittal reviews will never be discussed over the telephone by Committee Members with an Owner, Architect, or Builder about a particular Homesite until after written responses have been issued regarding such Homesite's Preliminary Review. As well, no Owner, Architect, or Builder shall have the right to attend any meeting of the Committee unless the Committee specifically requests such attendance.
3. Any response an Owner, Architect, or Builder wishes to make concerning the Committee results regarding a Preliminary Submittal must be addressed to the Committee in writing *prior to* any discussion with a Committee Member.
4. The Committee's Preliminary Design Approval is valid for 12 months. If no Final Plans for a Homesite have been submitted within 12 months after the issuance of such Homesite's Preliminary Design Approval, the Owner shall resubmit the Preliminary Plans to the Committee for another review before proceeding through further steps of the Design Review process.

7.5 Final Design Submittal

Every Owner shall be responsible for ensuring that such Owner's Architect submits to the Committee for review *complete* Final Design Plans at a time that is no longer than 12 months after the date of the Committee's written issuance of Preliminary Design Approval. The Final Design Submittal must be received at the designated address of the Committee (as detailed in *Section 8.2*) by 12:00 p.m. of the Friday preceding a scheduled review meeting of the Committee, in order to be evaluated in the immediately upcoming Committee meeting.

Every Final Design Submittal shall consist of three (3) *complete* sets of prints of the Plans, one (1) of which the Committee will keep (the other two (2) sets will be returned to the Owner for deliverance to the County after the Final Approval process is complete and after the Owner has paid the Performance Deposit in full and delivered the requisite *Performance Deposit Agreement* to the Conservancy). Again, each Final Design Submittal shall be complete in order to warrant Committee review for Final Approval. In order to be complete, a Final Design Submittal must include *all* of the following separate exhibits:

1. Site Plan: This MUST BE scaled at 1" = 10' or 1" = 8' for Committee review. The Site Plan must completely illustrate and explain all of the following: (1) the entire property Homesite; (2) the location of the proposed building envelope; (3) the proposed residence and all proposed building structures; (3) all driveways; (4) all parking areas; (5) the existing Site topography; (6) the proposed Site topography; (7) the finished floor elevations; (8) and any and all trees, protected plants, clusters of native shrubs and/or vegetation, and/or unique terrain features which will be preserved on the Site; (9) all trees to be removed; (10) all utility sources and connections; and (11) all Site walls. *

* Important Note: The Committee must see and approve every roof ridgeline on the home. Please provide measurements depicting the elevation of every roof ridge and roof intersection point on the home in relation to the Site's existing grade, so the Committee can properly evaluate the height of the home at every point. The County will not accept or approve Plans (regardless of whether the Committee has already issued Committee Final Approval of the Plans) which do not include such specific height information.

2. Floor Plan: This MUST BE scaled at 1/4" = 1' or 1/8" = 1' for Committee review. The Floor Plan must clearly and accurately identify and illustrate all finished floor elevations.
3. Roof Plan: This MUST BE scaled at 1/4" = 1' or 1/8" = 1' for Committee review. The Roof Plan must identify and detail all roof pitch ratios. The Roof Plan must also include a detailed roof penetration plan, which depicts all roof penetrations, including: (1) locations of all plumbing vents, all mechanical

vents, and all chimneys; (2) the grouping of the small plumbing vents in small chimneys; and (3) the concealment of the large mechanical vent in a false stone chimney. The roof penetration plan should illustrate the grouping of the small plumbing vents as well as all chimneys.

4. Building Sectioning Plan: This MUST BE scaled at $1/4" = 1'$ or larger. The Sectioning Plan must clearly identify all existing grade lines and all proposed grade lines.
5. Exterior Elevation Plan: This MUST BE scaled at $1/4" = 1'$ or $1/8" = 1'$ for Committee review. The Exterior Elevation Plan must show all of the following: (1) existing grade lines; (2) proposed grade lines; (3) plate heights; (3) ridge heights; (4) roof pitch; and (5) a final indication of all exterior materials and exterior colors.
6. Area Calculation Plan: This MUST BE scaled at $1/4" = 1'$ or $1/8" = 1'$ for Committee Review. The Area Calculation Plan must provide the following information for the Committee: (1) Sufficient shading, illustrations, and/or written explanations clearly identifying all parts of the home and any and all building structures as either comprising part of the Net Livable Area and/or part of the Gross Total Area; (2) numerical calculations delineating separate square footages for all individual portions/rooms of the home structure (i.e. Living Room, Master Suite, etc.) and any and all building structures (i.e. garage(s), porches, etc.) on all vertical levels; and (3) numerical calculations for the Net Livable Area and the Gross Total Area of the home and any and all other building structure(s) on the Homesite.
7. Exterior Materials: The Owner shall provide any and all paint chips, color and/or material samples, glass samples, lighting plans and samples (including cut sheets on light fixtures) and/or literature the Committee requests, in order for the Committee to fully understand and properly approve descriptions of all proposed exterior materials to be used on the Homesite.
8. Landscaping Plan: This MUST BE scaled at $1" = 10'$ or $1" = 8'$ for Committee review. This Landscaping Plan must illustrate and explain all of the proposed landscaping for the Homesite, including but not limited to: (1) specific sizes, types, locations, and amounts of all proposed plants, trees, and/or any other vegetation; (2) a complete explanation of the irrigation system for the Site; (3) any and all decorative landscaping materials, borders, and special features; (4) all retained plants, trees, and other vegetation on the Site, and (5) the location of any and all ground-mounted utility equipment on the Homesite.
9. Staking Plan: The Staking Plan details all staking which will take place on the Homesite, including but not limited to the staking of all building corners and the staking of any other contemplated Homesite improvements. The Staking Plan is only required if the Committee specifically requests such.

10. Construction Site Plan: A Construction Site Plan which fully complies with *Section 6.3* requirements, shall be submitted to the Committee as part of the Final Submittal as well as during the Pre-Construction Conference (as explained in *Section 7.11*).
11. Construction Schedule: A Construction Schedule which fully complies with *Section 6.3* requirements, shall be submitted to the Committee as part of the Final Submittal as well as during the Pre-Construction Conference (as explained in *Section 7.11*).

7.6 Deferral of Material and/or Color Selection

Some Homesites at Promontory may warrant a delay in the final confirmation of some or all of the exterior material and/or color choices until after construction actually begins on the Homesite, in order to most appropriately determine the most suiting color choices and specific material types in relation to the Homesite's native landscape and intended architectural design. However, an Owner and his/her Architect and Builder may delay the confirmation of final color selections and/or final stonework selection(s) until a time which is after the start of construction on the Homesite, *only if* the Owner ensures that the Committee properly: (1) receives notification of such delays before the Committee issues Final Approval for the Homesite; (2) acknowledges the reason for the delay request(s) and authorizes the delays; and (3) reviews and approves any and all final material choices and final color selections *prior to any* color application and/or material application on the Homesite. The Committee advises the following, as related to delaying material and/or color selection:

1. The final material choice and/or color selection submittal shall be approved by the Committee before the Owner, Architect, and Builders working in conjunction with the Owner's Homesite places *any* orders for materials. This delay in ordering is not a mandatory requirement; however, such a delay may save the Owner a potentially large restocking cost if the Committee subsequently denies approval of any part of the landscaping submittal or the material and/or color selection.
2. As material and color choices are all part of the Final Approval process during Design Review, the physical application of any building material selection, paint coating, and/or paint finish to any part of the Homesite prior to that particular material or paint being submitted to and approved by the Committee shall void the Committee's Final Approval of the entire Final Design Submittal, regardless of whether such Final Approval has already been issued for that particular Homesite.

**** Important Note:** Any and all changes in landscaping intentions for the Homesite which occur after Final Approval (as discussed in *Section 7.7* below) has been issued for the Homesite shall be properly submitted to the Committee for evaluation and approval *prior to* any installation of such landscaping.

7.7 Final Design Review and Final Approval

The following provisions apply to Promontory Final Design Review and Approval process:

1. When the Committee receives a *complete* Final Design Submittal, a Committee representative will first physically inspect the applicable Homesite to ensure that all Homesite-related representations made in the Final Submittal are complete and accurate.
2. The Committee will meet and review each complete Final Design Submittal to ensure the Plans completely conform to the *Guidelines* and to any and all Governing Documents. The Committee will respond in writing at a time which is no later than 30 days, not including holidays or weekends, after the *complete* set of Final Plans was submitted to the Committee. Such written response from the Committee will indicate whether the Final Submittal is approved (and any applicable conditions thereto) or not approved, and such response will explain which factors caused the Committee to make such decision.
3. Results of Committee Submittal reviews will never be discussed over the telephone by Members of the Committee with an Owner, Architect, or Builder about a particular Homesite until after written responses have been issued regarding such Homesite review. As well, no Owner, Architect, or Builder shall have the right to attend any meeting of the Committee unless the Committee specifically requests such attendance.
4. Any response an Owner, Architect, or Builder wishes to make concerning the Committee results regarding a Final Submittal must be addressed to the Committee in writing *prior to* any discussion with a Committee Member.
5. The Committee's Final Approval of a Homesite Design is valid for 12 months. As proof of Committee Final Approval is required by County officials in order for them to accept an application for a Building Permit, all of the actions outlined below must take place *in the following order* within the 12 months directly following the date of the issuance of Final Approval. If the Owner has not ensured the occurrence of all of these actions during this 12 month period, the Owner must resubmit his Final Design Plans to the Committee for another review before such Owner can proceed any further through the steps of Design Review or take any actions related to beginning construction on the Homesite.
 - a. The Owner must have paid in full the Performance Deposit and delivered the requisite *Performance Deposit Agreement* (which Deposit amount and Agreement purpose is discussed in *Section 7.9*) to the Conservancy.

- b. The Committee must have rendered two (2) copies of written proof of Final Approval (which is attached to the two (2) extra copies of Final Plans) to the Owner for deliverance to the County. The Committee *shall not* render such proof until after the *Performance Deposit Agreement* has been delivered to and the Performance Deposit has been paid in full to the Conservancy.
- c. The County must have issued a proper Building Permit to the Owner for the Homesite Design which was issued Committee Final Approval.
- d. The Owner shall have ensured that a proper Pre-Construction Conference (as discussed in *Section 7.11*) was held.
- e. Construction must have commenced on the Homesite (discussed in *Section 7.12*).

7.8 Resubmittal of Preliminary and/or Final Design Plans

If, after an Owner has made either a complete Preliminary Submittal or a complete Final Submittal, the Committee does not issue approval of such submitted Plans (and instead issues a response which requires a Resubmittal of the Plans), the Owner shall be responsible for resubmitting a complete set of Plans (either Preliminary or Final) for Committee Approval. The Owner shall be responsible for resubmitting the complete set of Plans in accordance with the same procedure which is required for any and all original Design Submittals.

As well, if an Owner does receive Committee Approval of his/her Preliminary Submittal or Final Submittal, and does not take all necessary actions for completing the next step the Design Review Process by the date which is one (1) year following such Committee Approval, the Owner shall be responsible for making a resubmission of the Preliminary Submittal or Final Submittal that was previously approved by the Committee, unless the Committee specifically waives such resubmission requirement for that particular Owner.

When an Owner is required to resubmit any set of Plans to the Committee (regardless of the Committee's reason for requiring such Resubmittal), the Owner shall be responsible for paying an additional Design Review Fee (which Fee amount is discussed in *Section 7.20*) to the Conservancy.

7.9 Performance Deposit Payment and Performance Deposit Agreement

Concurrent with Final Submittal or at the very least, prior to receiving written documentation of Committee Final Approval, every Owner shall complete the following:

1. Every Owner shall pay the Performance Deposit (the "Deposit") in full to the Conservancy. Such Deposit shall be payable to the Promontory Conservancy and delivered to the Declarant (if such delivery is before the Transition Date) or to the appropriate Promontory Conservancy Agent (if such delivery is after the Transition Date); and such Deposit shall equal the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00). Such Deposit shall be held in escrow pending the completion of any and all construction and clean up of all improvement(s) on and around the Owner's Homesite.
2. Furthermore, every Owner shall execute and deliver to the Conservancy a two-part *Performance Deposit Agreement* (attached as *Appendix K* and hereinafter called, the "*Agreement*"), which purpose is detailed in the following explanation.

The *Agreement*, among other things, ensures that the Owner and such Owner's Architect and Builder(s) understand and acknowledge the purpose of the Deposit (which is detailed below), and such *Agreement* ensures that the Owner agrees to indemnify the Declarant, the Conservancy, the Conservancy's Agent, the Committee, and any and all Committee Members and Committee Representatives and to hold those same parties harmless from all claims, costs, fees (including court costs, witness fees, and attorneys' fees), expenses, losses, damage, and liability of any kind; including, without limitation, mechanics' or material men's liens, which may be asserted against or incurred by the Declarant, the Conservancy, the Conservancy's Agent, the Committee, and any and all Committee Members and/or Committee Representatives as a result of the construction activities and/or Damage caused by the Owner and such Owner's Architect and Builder(s). Such indemnity shall survive the final completion of any and all construction activities conducted on the Owner's Homesite.

As well, upon tendering the Deposit and signing the *Agreement*, the Owner shall execute and deliver to the Conservancy a *Notice of Voluntary Lien*, which is attached as part of the *Agreement*. Such *Notice of Voluntary Lien* shall be only recorded by the Conservancy if the Owner and/or Owner's Architect and/or Builders has caused Damage, and the Conservancy deems it necessary to place a Lien on the Owner's Lot because either: (1) such Owner fails to replenish the Deposit used by the Conservancy to cure such Damage or (2) such Owner fails to respond in a timely manner to the Conservancy's written request to correct such Damage.

In the event that the Owner and/or such Owner's Architect and/or Builder(s): (1) cause any Damage while working on the Homesite; (2) fail to construct the Homesite improvements in accordance with the Committee-approved and County-authorized Plans; (3) fail to comply with the *Guidelines* and any and all applicable Governing Documents, the Conservancy reserves the right, at any time the Deposit is held in escrow, to take any of the actions which include but are not limited to those listed in *Section 8.9* below.

7.10 Summit County Approval(s)

After the Owner has received the copies of his/her Plans which have been stamped with the Committee's proof of Final Approval, and prior to *any* Homesite construction, the Owner shall be responsible for making the necessary submission of such Plans and any other requisite documents and/or explanations to the Summit County Community Development Department, in order to receive a County Building Permit and any other County-required authorization necessary prior to and throughout his/her Homesite construction.

7.11 Pre-Construction Conference

Prior to commencing *any* construction on the Homesite, the Owner shall be responsible for seeing that his/her primary Builder (i.e. General Contractor) meets with a Committee representative on the Homesite to review appropriate construction procedures at Promontory, to ensure understanding of and compliance with those procedures, and to coordinate the upcoming Homesite construction activities.

At such Pre-Construction Conference, the Owner shall be responsible for seeing that the Builder submits and reviews with the Committee representative a proper Construction Site Plan and Construction Schedule to the Committee, which Site Plan and Schedule have been previously approved as part of the Committee's Final Design Approval (see *Section 7.5* above).

Section 6.3 above defines and explains the required Construction Site Plan and Construction Schedule.

The letter issued by the Committee to the Owner which officially grants Final Approval for such Owner's Homesite Design provides the necessary and current contact information to facilitate the required Pre-Construction Conference. Such Final Approval letter also states the appropriate utility information Owners and such Owners' Builders shall be responsible for utilizing. If the Owner decides to install any kind of cable connection in relation to his Homesite, the Owner shall be responsible for seeing that the All West specifications illustrated in *Appendix M* are implemented on the Site.

As well as resolving any Site-specific construction procedures and/or issues which may occur during construction (i.e. access points, building envelope compliance, proper Site maintenance, etc.), any Site-specific question or issue concerning utility installation or the like should be manifested during the Pre-Construction Conference, so such questions/issues may be properly answered and resolved before Homesite construction commences. The placement of any and all utility equipment (especially that which may have to be ground-mounted) shall be confirmed at this Conference; and the utility equipment location, buffering, pedestal mounting, and the like must be approved by the Committee representative on Site *prior to* installation.

Any issues relating to construction on a Homesite which arise after the Pre-Construction Conference has been held should be immediately directed to the Committee, so the proper resolution of such issues may be quickly determined and facilitated and so construction progress on the Homesite is disturbed as minimally as possible.

7.12 Construction Commencement and Completion

Upon receipt of Committee Final Approval, every Owner shall be responsible for completing the following actions: (1) delivering the full Deposit and the *Agreement* to the Conservancy; (2) receiving written proof of Final Approval from the Committee and delivering such Approval to the County; (3) satisfying all County review processes, conditions, and requirements necessary to acquire a Building Permit and any other County-required authorization necessary for Homesite Construction; (4) facilitating the required Pre-Construction Conference on Site; and (5) commencing construction and/or any work pursuant to the County-authorized and Committee-approved Plans for the Homesite within one (1) year from the date of such Final Approval.

If the Owner fails to complete any of the above requirements within one (1) year from the date of Committee Final Approval, any and all Final Approvals issued by the Committee for such Owner's Homesite Design shall be deemed revoked.

The Owner shall be responsible for completing the construction of any and all improvements and all required landscaping on the Homesite within 18 months after the commencement of construction on such Homesite; except and for so long as the completion is rendered impossible and/or, in the Committee's sole discretion, the completion would result in grave hardship to the Owner due to an outside condition uncontrollable by the Owner, such as the following: labor strikes, fires, national emergencies, or natural calamities.

The Owner shall be responsible for ensuring that the Builder(s) notify the Committee of the Construction Schedule checkpoints (in the checkpoints delineated in *Section 6.3* and other checkpoints as they are required by the Committee from time to time), so the Committee may ensure proper compliance during each of these construction phases.

If the Owner fails to comply with the above schedule, the Committee, acting on behalf of the Conservancy, may, in its sole discretion, take any of the following actions: (1) have the exterior of the building improvement(s) on the Homesite and/or any unperformed landscaping on the Homesite completed in accordance with Committee-approved and County-authorized Plans; or (2) completely restore and/or revegetate the Homesite causing it to return to its natural condition. If the Committee, acting for the

Conservancy, takes any of the above actions, it may employ such person(s) it deems necessary to perform such work on the Homesite; and it may pay all expenses incurred by the Conservancy in completing such work by using any and all of the repercussion methods listed in *Section 8.9* for curing Damage caused during Homesite construction by the Owner, Architect, and/or Builder(s).

7.13 Owner's Letter of Certification

Upon the completion of all Homesite improvements and the completion of all Homesite clean up, the Owner shall be responsible for requesting receipt of Final Inspection and Final Release of the Homesite by the Committee (as discussed in *Section 7.14* below). An Owner failing to complete all required landscaping, revegetation, and clean up, and failing to receive a Committee Final Inspection and Final Release of the Homesite within one (1) year of receipt of the Certificate of Occupancy issued by the County for the home shall immediately forfeit the Performance Deposit and shall be required to completely replenish the Deposit prior to thereafter receiving a Final Inspection/Final Release. The Conservancy, which already has a lien on all lots within the Conservancy, may record a Notice of Interest to secure this obligation and may take all repercussion methods listed in *Section 8.9* to secure the same. To warrant Final Inspection/Final Release of the Homesite by the Committee, the Owner must first certify to the Committee in a properly completed *Letter of Certification* (hereinafter called the "*Certification*" and included herein as *Appendix L*) the following:

1. All improvements constructed upon the Owner's Homesite are built in complete compliance with the Committee-approved and County-authorized Plans, the *Guidelines*, and the Governing Documents;
2. Any and all Design Review Fee(s) have been paid to the Conservancy;
3. All appropriate clean up on and around the Homesite, on any and all streets and/or right(s)-of-way, on all adjacent properties, and on all Common Areas and Open Spaces which may have been altered during Homesite construction is *complete*;
4. All Committee-required landscaping improvements are completed properly and in accordance with the approved Plans; and
5. Neither the Owner nor such Owner's Architect or Builders have caused any Damage to any property at Promontory or, in the alternative, that all Damage caused by said individuals/entities has been repaired or rectified to the satisfaction of the Conservancy and of the Declarant.

The Owner shall be responsible for delivering the *Certification* by certified mail, with return receipt requested, to the address designated by the Conservancy (see *Section 8.2* below). The *Certification* should include, to the extent possible, an attachment of all CAD information detailing the entire set of structural and

landscaping Plans for the Homesite, which Plans were previously issued Final Approval by the Committee and appropriate building authorization(s) by the County.

7.14 Final Inspection and Final Release

After an Owner submits the properly completed *Certification* (attached as *Appendix L*) to the Committee, the Committee (acting on behalf of the Conservancy) shall have 15 days from the receipt thereof to conduct a Final Inspection on the entire Homesite (which includes but is not limited to inspecting the constructed residence, the Site landscaping, and any and all other Site improvements), in which the Committee shall evaluate such Homesite to determine whether the actual construction of the dwelling and all other Site improvements have been completed under strict compliance with the Plans which were previously issued Final Approval by the Committee, the *Guidelines*, and any and all Governing Documents. Within 30 days after the Final Inspection, the Committee, acting for the Conservancy, shall take one (1) of the following actions:

1. The Committee will issue to the Owner, in written, recordable format, a *Final Release* on the Lot which (1) acknowledges that all Homesite improvements comply with Committee expectations and which (2) returns the Deposit less any funds expended by the Conservancy while enforcing the *Guidelines* and other Governing Documents by curing Damage related to such Homesite construction or by correcting harmful effects of the construction activities related to such Homesite; or
2. The Committee will issue to the Owner a *Notice of Noncompliance* (hereinafter the “*Notice*”), which states in writing that the Conservancy refuses to issue a *Final Release* on the Lot and refuses to return the Owner’s Deposit or the applicable portion thereof. Such *Notice* shall also specifically state in writing which aspects of the Owner’s Homesite is not in strict compliance with the Committee-approved Plans and/or any portion of the *Guidelines* and/or Governing Documents, and which corrections the Owner is responsible for completing to cause all Homesite improvements to fully comply with Committee expectations within the time mandated by the Committee in such *Notice*.
3. In the event that the Conservancy issues such *Notice* and refuses to return to the Owner the Deposit or a portion of such Deposit due to the Owner’s noncompliance, the Owner shall have 30 days from the date of the Conservancy’s *Notice* within which to remedy the noncompliance issues and/or problems addressed in such *Notice* and to then resubmit to the Conservancy another separate *Certification*, which requests an issuance of *Final Release* and Deposit return. If, by the end of this time period, the Owner has failed to remedy the issues causing noncompliance of the Homesite and to resubmit another *Certification* to the Conservancy, the Conservancy may take action to remove and/or correct the noncompliance improvements on or around such Owner’s Homesite; which actions include, but are not limited to Conservancy repercussions listed in *Section 8.9*.

7.15 On-going Committee Inspections of Work in Process

The Committee shall not be restricted to only conducting a compliance inspection of a particular Homesite after an Owner issues a *Certification* requesting such inspection. The Committee or its authorized agents, on behalf of the Conservancy, may *at any time* inspect all work in progress on a Homesite and issue a *Notice* whenever necessary. A *Notice* issued regarding a Homesite which is still under construction shall always specifically state in writing which aspects of the Owner's Homesite is not in strict compliance with the Committee-approved Plans, the *Guidelines*, and/or the Governing Documents, and which corrections the Owner is responsible for completing to cause all Homesite improvements to fully comply with Committee expectations in the time mandated by the Committee. If, by the end of the time period, the Owner has failed to remedy the issues causing noncompliance of the Homesite, the Conservancy may take action to remove and/or to correct the noncompliance improvements on or around such Owner's Homesite, which actions include, but are not limited to the Conservancy repercussions listed in *Section 8.9*.

Absence of such Committee inspection and/or issuance of *Notice(s)* during any Homesite's construction period *shall not* constitute an approval by the Committee of work in progress on such Homesite, nor shall it constitute Committee acknowledgement of compliance with the *Guidelines*, the Governing Documents, or the Plans issued Final Approval by the Committee for such Homesite.

7.16 Subsequent Changes to a Homesite

Any and all additional construction, construction changes, and/or improvements made anywhere on a Homesite (including any and all residences and building structures on the Site), whether the changes or additions are made during construction or after the completion of construction of the approved Homesite Design, shall be both properly submitted to and approved by the Committee *prior to* making any such changes and/or additions. These Homesite changes and/or additions include, but are not limited to landscaping modifications and color/material modifications.

7.17 Nonwaiver by the Committee

The Approval by the Committee of any sets of Plans, drawings, and/or specifications for any work completed or proposed to be completed anywhere at Promontory shall not constitute a waiver of any right to withhold Approval by the Committee of any similar set of Plans, drawings, and/or specifications subsequently or additionally submitted for Approval by the Committee. Failure by the Committee (acting on behalf of the Conservancy) and/or the Conservancy to enforce any portion of the *Guidelines*, the Governing Documents, and/or any Committee approvals and requirements shall not constitute a waiver of the same.

7.18 Right of Waiver by the Committee

The Committee, in its sole discretion, reserves the right to waive or to vary any of the procedures and/or processes set forth in these *Guidelines* for good cause shown.

7.19 Exemption(s) from the *Guidelines*

Any and all utility buildings, utility pedestals, maintenance buildings, building improvements, land improvements, Common Area and/or Open Space improvements which are located on non-residential tracts within Promontory are exempted from the *Guidelines*. However, the Developer, the Conservancy, and the Committee shall always endeavor to attain as high a level of conformance with the *Guidelines* as is practical for these types of facilities and/or other land tract improvements.

7.20 Design Review Fee

Every Owner submitting a Homesite Design to the Committee shall be responsible for paying an individual and separate Design Review Fee ("Fee") per Homesite Design, which Fee is *due and payable in full* by the Owner to the Conservancy upon the Owner's first Preliminary Design Submittal to the Committee.

Such Fee shall encompass and be applied to all phases of Design Review for the particular Lot's Homesite Design. However, any and all Resubmittals and/or remodels (regardless of whether the Committee requires such Resubmittal or remodel) and/or other special circumstances may warrant an extra Fee, which the particular Owner shall be responsible to pay at the time when such Owner is charged the extra Fee by the Conservancy. The Conservancy shall subsequently charge the Owner an additional Fee for the Homesite Design only if the Committee, at its discretion, calculates and mandates the payment of the extra Fee.

The initial amount of the Fee is calculated at \$0.50 per square foot, and such calculation is based on the square footage of the Gross Total Area of any and all constructed buildings on the Homesite. If the Committee (acting on behalf of the Conservancy) causes any calculation standards relating to Design Review Fee(s) for Promontory Homesites to change, notice of such change(s) shall be distributed to any and all Homesite Owners involved in any phase of Design Review at Promontory.

8 ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION

8.1 Committee Members

The Committee shall consist of three (3) to five (5) Committee Members, who are each appointed by the Board. Each Member shall hold his/her office until such time that the particular Committee Member resigns from the Committee, is removed from the Committee, or has a successor appointed to the Committee to take his/her place. The current Committee Members are as follows:

Rich Sonntag, Managing Director, Promontory,
Member, Promontory Conservancy Board of Directors

John Sather, Partner, Swaback Partners

Jim Smith, CEO, Serving the Nation

Dale Ayers, Design Architect, Promontory Conservancy

Mike Coopman, Director of Land Development, Promontory

8.2 Conservancy and Committee Address

The address of the Conservancy shall be the address to which all notice(s), payment(s), and agreement(s) regarding Design Review from Owners, Architects, and Builders should be addressed and delivered. The address of the Conservancy shall also be address where copies of any and all Governing Documents are kept.

The address of the Committee shall be the location which applies to the following:

1. It is the location to which any and all sets of Design Review Plans and/or additional Committee-requested documents, models, specifications, material/color samples, and/or Homesite Design-related material should be addressed and delivered.
2. It is the location to which the current *Guidelines* and any other Committee-mandated policies relating to Design Review at Promontory are kept on file.

3. It is the location where any and all Design Review materials belonging to Owners, Architects, and Builders are kept and where such materials may be retrieved when the Committee requests such pick up by any Owner, Architect, or Builder.

The Conservancy and the Committee shall be located at the same address, unless otherwise specified by the Committee. The present address for the Conservancy and the Committee is the following:

Promontory Conservancy and/or Promontory Architectural Review Committee

8758 North Promontory Ranch Road

Park City, Utah 84098

8.3 Resignation of Committee Members

Upon written notice delivered to the Board, any Committee Member may resign from the Committee at any time, so long as a minimum of three (3) Members belong to the Committee by the particular date which is that of the Committee review meeting immediately following such Committee Member's resignation.

8.4 Duties of the Committee

The Committee, in its sole discretion, shall complete duties which include, but not be limited to, the following:

1. Directing, managing, and monitoring any and all phases of the Design Review process at Promontory;
2. Meeting when necessary with Promontory Homesite Owners, Architects, and/or Builders to ensure complete, efficient, and successful Design Review for each Homesite at Promontory;
3. Meeting as necessary to consider, to evaluate, and to act upon any and all Homesite Design Plans and/or portions of Plans which are properly proposed and submitted to the Committee (pursuant to the *Guidelines*); which are related to Design Review; and which are related to the development of any Homesite at Promontory;
4. Issuing approvals and explanations thereof, issuing the denying of approvals and explanations thereof, and issuing *Notices* whenever necessary as mandated by the *Guidelines*, the Governing Documents, and by current Committee policy;

5. Monitoring Conservancy acceptance of and tracking of payments, agreements, and/or *Notices* related to any part of Design Review at Promontory;
6. Enforcing the *Guidelines*, enforcing any and all Governing Documents, and enforcing any current Committee-mandated policies;
7. Amending and/or altering the *Guidelines* when deemed necessary by the Committee, on behalf of the Conservancy; and
8. Taking any actions necessary to ensure compliance with the Conservancy duties regarding design and construction standards set forth in the *Development Agreement*, including but not limited to monitoring, reviewing, enforcing, and resolving disputes regarding any and all property at Promontory.

8.5 Committee Procedure

The Committee shall operate according to the following procedures:

1. The Committee shall meet from time to time as it deems necessary, in its sole discretion, to thoroughly perform all of its duties. Where applicable, the Committee shall properly make the dates and times of Design Review meetings known to appropriate persons.
2. The vote of a majority of Committee Members shall constitute an act by the Committee.
3. The Committee shall keep on file a copy of the following: (1) any and all Plans, portions of Plans, and Design Review-related materials submitted pursuant to these *Guidelines*; (2) all material written responses from the Committee to Owners, Architects, and/or Builders, which are related to Design Review; and (3) all material documentation received by the Committee from Owners, Architects, and/or Builders, which is related to Design Review. Any and all such materials and copies kept on file by the Committee shall serve as a record of all material actions taken by the Committee.

8.6 Compensation for Committee Services

Unless otherwise is authorized by the Conservancy, Committee Members shall not receive compensation for services rendered as such.

All Committee Members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of their duties as Members. Professional consultants and/or representatives

who serve on the Committee and/or who assist in the Design Review process shall be paid such compensation as the Committee, acting on behalf of the Conservancy, determines is appropriate.

8.7 Amendment of Development and/or Design Standards

From time to time (as the Committee, in its sole discretion, determines is necessary), the Committee shall have the authority to amend and/or revise any portion of the *Guidelines*. All such amendments and/or revisions shall be appended to and/or made a part of the *Guidelines* as appropriate. As well, the Committee, at its discretion, shall have the authority to make any and all administrative changes necessary to improving the Design Review process and/or the Committee's functionality and efficiency. Any administrative changes which are material and/or which are of a substantial nature may be recommended by the Committee to the Board for consideration, approval, and execution.

Any and all changes which may affect the *Guidelines* and/or any part the Design Review process shall be properly distributed by the Committee and/or reasonably made available by the Committee to all persons who may be affected by such changes (i.e. Owners, Architects, Builders, etc.).

8.8 Committee and Developer Nonliability

The Committee (including employees and/or Representatives of the Committee), the Conservancy (including employees and representatives of the Conservancy), Committee Members (while holding office as such), and the Developer are exempt from liability to the Conservancy and/or to any Owner, Architect, Builder, or other person for any loss or damage claimed on account of any of the following:

1. The issuance of Committee Approval and/or the denial of Committee Approval regarding any sets of Plans and/or portions of Plans, whether or not any of those items are defective;
2. The construction and/or performance of any work, whether or not such construction or work is pursuant to Committee-approved Plans and/or portions of Plans; and/or
3. The development and/or manner of development of any property within Promontory.

Every Owner and Architect, by submitting Plans and/or portions of Plans to the Committee as any part of the Design Review process, agrees by any and all such submissions to the Committee, that he/she will not bring any action or suit against the Committee, any and all Committee Members, and/or the Developer, which relates to *any* Design Review-related action taken by the Committee, any and all Committee Members or Representatives, and/or the Developer.

Any and all Approvals issued by the Committee, whether such Approvals be Preliminary and/or Final (or conditionally granted as either Preliminary or Final), are only issued in reference to the *Guidelines*. Such Committee Approval(s) do not purport to imply and/or formally approve by the Committee a Homesite Design's conformance with local and/or state government regulations. It shall be the sole responsibility of the Owner to see that he/she and any and all Architects, Builders, and other persons associated with Design Review and/or construction on such Owner's Homesite, complies at all times with *Guidelines*, with any and all applicable Governing Documents, and any and all applicable state and local government ordinances, statutes, and regulations (which include but are not limited to state and local building codes and zoning ordinances).

8.9 Committee Enforcement of Design and Construction Standards

At any time, the Committee may, at its sole discretion and acting on behalf of the Conservancy, inspect any Promontory Homesite and/or any improvement on a Homesite for any Damage and/or violation (however small) by such Owner and/or such Owner's Architect and/or Builder(s) of the *Guidelines*, the Governing Documents, the Committee-approved and County-authorized Plans for such Homesite, and/or state and local law (including but not limited to any and all zoning ordinances and/or Building Permit requirements). Upon discovering such Damage and/or violation(s), the Committee may issue an appropriate *Notice* to the Owner (as described in *Sections 7.14* and *7.15* above). If an Owner, after receipt of such *Notice*, fails to correct the Damage and/or violation(s) within the appropriate and timely manner described in the *Notice*, the Conservancy reserves the right, at any time such Owner's Deposit is held in escrow, to employ the following actions, which include but are not limited to the following:

1. The Conservancy may enforce the *Guidelines* and/or the Governing Documents and it may repair and/or rectify the Damage and violation(s) by first entering the Homesite, the particular improvement on such Homesite, and/or the area of such Damage and/or violation. The Conservancy may then correct such Damage and violation(s) at the Owner's expense, by first using such Owner's Deposit in full, then charging to the Owner any extra expense incurred by the Committee while correcting such Damage and/or violation(s).
2. After using all or any portion of the Owner's Deposit to correct Damage and/or violation(s), the Conservancy shall immediately deliver written demand for, and the Owner shall immediately pay to the Conservancy (by delivering such payment to the Declarant or to the Promontory Conservancy Agent, as appropriate), an amount sufficient to completely replenish the Deposit to equal the Deposit amount originally paid to the Conservancy by the Owner. In the event that the amount necessary to correct Damage and/or violation(s) exceeds the Deposit originally paid to the Conservancy by the

Owner and the Conservancy informs the Owner of this amount by written demand, the Owner shall be responsible for immediately repaying any and all amounts to the Conservancy which were in excess of the original Deposit amount, as well as immediately paying to the Conservancy the above-mentioned amount required to replenish the Deposit to its original amount.

3. If any Owner fails to completely replenish the Deposit and pay any and all excess amounts within the seven (7) day time period (or such other time period) as is mandated in the Conservancy's delivery of written demand for such replenishment, the Conservancy shall deem the Owner as having materially breached the *Guidelines* and any and all applicable Governing Documents (specifically, the *Declaration*).
4. If the Conservancy deems the Owner as having breached the *Guidelines* and/or the Governing Documents for not replenishing the Deposit and/or for failing to pay any and all excess amounts where applicable within the specified time period, or, in the alternative, if the Conservancy decides to seek a separate recourse for such Owner's violation(s) and/or Damage (which recourse may or may not include using the Conservancy's curing of the violation(s) and/or Damage initially), the Conservancy shall be entitled to take any and all of the following actions:
 - a. The Conservancy may place a lien on the Lot associated with the violation(s) and/or Damage for the purpose of securing payment of such Conservancy expense and/or securing the Owner's correction of the violation(s) and/or Damage. The Conservancy may place such lien by recording the *Notice of Voluntary Lien* previously executed by the Owner as part of the *Agreement*, with such Lien being equal to the amount(s) necessary to completely cover all of the following items: fully restoring the Deposit deficiency, fully reimbursing the Conservancy for any and all fees paid to correct the violation(s) and/or Damage, and completely curing any and all remaining Damage and/or violation(s).
 - b. The Conservancy may impose, without limitation, a punitive fine which is commensurate with the severity of the Damage and/or violation(s), with the imposition incurred by the Conservancy to correct the violation(s) and/or Damage, and/or to the Damage not cured by the Owner upon the Conservancy's request for such Owner to do so;
 - c. The Conservancy may record the *Notice* of such violation and noncompliance issued to Owner; and/or
 - d. The Conservancy may seek injunctive relief (which may include denying the Owner's Architect and Builder(s) access to the Promontory Community altogether) as appropriate.

Conservancy and/or Committee failure to inspect, failure to acknowledge such violation and/or Damage, and/or Committee nonaction of any of the options listed above *does not* constitute any of the following implications:

1. Committee and/or Conservancy approval of the work in progress on a Homesite;
2. Committee implication that any Owner, Architect, and/or Builder is in compliance with the *Guidelines*, any applicable Governing Documents, and/or the Committee-approved and County-authorized Plans for such Homesite;
3. Committee implication that such Owner, Architect, and/or Builder is in compliance with state and/or local law (including but not limited to any and all zoning ordinances and/or Building Permit requirements); or
4. Committee approval regarding such violation and/or Damage.

8.10 Severability Clause

If any provision of the *Guidelines* or any provision, section, clause, sentence, phrase, word, and/or the application thereof under any circumstance, is held invalid, the validity of the remainder of the *Guidelines* and of the application in any *other* circumstance of any such provision, section, clause, sentence, phrase, and/or word, shall not be affected thereby, and the remainder of the *Guidelines* shall be construed as though the invalid portion(s) are not included therein.

8.11 Delegation of Authority

The Committee, on behalf of the Conservancy, may delegate any or all of its Design Review responsibilities to one or more of its Members (who may act in such capacity as a subcommittee of the Committee) and/or to any professional design consultant(s) retained by the Committee on behalf of the Conservancy. Upon such delegation by the Committee, the actions of such Members, Representatives, and/or consultant(s) shall be equivalent to actions taken by the Committee as a whole.

APPENDIX A - VIEWSHED DESCRIPTION OF RETENTION AND RIDGELINE AREAS

For the purposes of these *Design Guidelines*, all Lots within Retention Areas and all Lots within Ridgeline Areas shall be subject to the same restrictions, as detailed in the *Design Guidelines*. Lots within Ridgeline Areas may, at the County's discretion, also have the burden of proving that they do not break the ridgeline.

As of May 2006, Lots where Retention Area restrictions are imposed are the following:

- West Hills: All Lots
- West View: All Lots
- Lookout Ridge: All Lots
- Signal Hill: All Lots
- The Homesteads: All Lots
- Sunset Ridge: All Lots
- Painted Sky: All Lots
- Palisades: All Lots
- North Gate Canyon: All Lots
- Golf Club Cabins: All Lots
- Bison Bluffs: All Lots
- Deer Crossing: Lots 81, 82, 83, 84, and 85
- Aspen Camp: Lots 3, 4, 5, 6, and 7

As of May 2006, Lots where Ridgeline Area restrictions are imposed are the following:

- Deer Crossing: Lots 80, 89, 95, 96, 97, 98, 99, 100, 101, 102, and 103
- Range Hill: All Lots
- Wapiti Canyon: Lots 8, 24, 25, 26, 27, 28, and 30
- Promontory Ridge: All Lots
- Ranch Club Cabins: All Lots
- Dye Course Cabins: All Lots
- Buffalo Jump: All Lots

APPENDIX B - SUPPLEMENTAL GUIDELINES FOR NON-RESIDENTIAL AREAS

Non-residential sites (i.e. club, commercial, resort, hotel, and/or Community facilities) located within a Retention and/or a Ridgeline Area (as designated in the Viewshed Description attached as *Appendix A*) shall be subject to the restrictions for residential Homesites in Retention and Ridgeline Areas (as detailed in the main body of the *Guidelines*), with the exceptions of certain restrictions which are modified to acknowledge the special conditions which parking lots and larger building types required for club, resort, Community, and commercial facilities may present. Those special modifications are detailed below.

Lighting

Due to safety considerations, parking lots and some Common Areas in non-residential sites within Retention and/or Ridgeline Areas may have more lighting than is allowed in Retention/Ridgeline Area Homesites. Lighting restrictions for parking lots, public areas, and walkways on non-residential sites in Retention and/or Ridgeline Areas are the following:

1. Parking lot lighting in these areas should still be minimized, but such lighting must always provide enough light to create safe conditions in the parking lots, in public areas, and on walkways.
2. Where poles are used in these areas, such poles may only have a maximum height of 12 feet.
3. Any and all pole mounted lights used shall be down lights and they shall have shielded sides.
4. Bollards of a low height are allowed along sidewalks and along the edges of terrace areas.
5. Parking facilities, whenever practical and consistent with the intent of such facilities' site plan(s), shall be recessed, landscaped, and/or shielded by buildings to minimize their visual impact.

Height and Massing of Structures

Facilities on non-residential sites within Retention or Ridgeline Areas may have a maximum height of 35 feet because of the nature of the sloped sites and the commercial nature of the buildings on these sites. As well, non-residential facilities on sloped sites facing the western U.S. 40 or I-80 Viewsheds may have two-story massing on their downhill sides (without having a substantial single story massing element that extends for at least half of the length of the facility on that side), but such facilities must use multiple roof forms, wall-breaks, and/or porches to create variation in these western-facing two-story building elevations.

Roofline Slopes and Roofing Materials

Facilities on non-residential sites within Retention or Ridgeline Areas are not restricted to having their rooflines run parallel to the predominant topography. However, it remains extremely important for these structures to have roofs composed of materials which are compatible to the mountain back drop.

Non-Residential Site Grading

Non-residential sites (including club, commercial, resort, hotel, and community facilities) may be developed with little or no natural open space within the designated sites. Therefore, disturbance of these sites shall be permitted.

As each non-residential site and the facilities on it are unique, the site plans in non-residential areas must work to minimize the visual impact of the project as much as possible and comply with applicable provisions of the *Guidelines*, while using the existing mountain terrain as a guide for doing so.

Re-contouring of the site will be permitted when the intended purposes of the site plan cannot otherwise be reasonably achieved without doing so and when such re-contouring purports to achieve the goals of the Landscape Master Plan and the Promontory Community.

Landscaping

Facilities on non-residential sites within Retention and/or Ridgeline Areas will have landscaping plans which are developed on a case-by-case basis. Unique landscaping requirements for non-residential sites within these areas are detailed in *Appendix H: Lot Type 3* (which references the Landscape Master Plan). Certain restrictions shall apply to these facilities, which are:

1. Parking areas must incorporate landscaping islands in appropriate locations, while still allowing for efficient snow removal.
2. Very special care will be expected for areas of the site which face the downhill western U.S.-40 and/or I-80 Viewsheds, meaning that landscaping plans on these sites must be designed to soften the buildings' visual appearance and impact. The buildings/facilities on these sites should blend into surrounding terrain so they do *not* become a dominating part of the viewscape when they are seen from a distance after a reasonable maturation of landscaping has taken place.

3. Like Homesites in these sensitive areas, the required landscaping requirements for buildings and facilities in these areas shall depend on many factors, which include, but are not limited to: the specific facility's proximity to a Preservation Area, the specific location of the site, the size and shape of the site, the size and shape of the facility, the proposed facility's architectural design, and the proposed facility's visibility from street right-of-ways and/or from the U.S.-40 and/or I-80 Viewsheds.

APPENDIX C - APPROVED PLANT LIST

<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>
EVERGREEN TREES	
Rocky Mountain Juniper	Juniperus scopulorum
Colorado Spruce	Picea pungens
Pinyon Pine	Pinus eduliss
DECIDUOUS TREES	
Rocky Mountain Maple	Acer glabrum
Boxelder	Acer negundo
Thinleaf Alder	Alnus tenuifolia
Shadblow Serviceberry	Amelanchier canadensis
Common Hackberry	Celtis occidentalis
Beechleaf Mountain Mahogany	Cercocarpus montanus
Desert Willow	Chilopsis linearis
Narrowleaf Cottonwood	Populus angustifolia
Aspen	Populus tremuloides
Chokecherry	Prunus virginiana melanocarpa
Gambel Oak	Quercus gambeli
Smooth Sumac	Rhus glabra
Staghorn Sumac	Rhus typhina
Rose Locust	Robinia neomexicana
EVERGREEN SHRUBS	
Greenleaf Manzanita	Arctostaphylos patula
Emerald Green Manzanita	Arctostaphylos santii
Running Serviceberry	Amelanchier stolonifera
Curleaf Mountain Mahogany	Cercocarpus ledifolius
Silverberry	Eleagnus commutata
Mormon Tea	Ehhedra viridis
Red Yucca	Hesperaloe parviflora
Common Juniper	Juniperus communis
Utah Juniper	Juniperus osteosperma
Rocky Mountain Juniper	Juniperus scopulorum

DECIDUOUS SHRUBS

Alder	<i>Alnus incana</i>
Saskatoon Serviceberry	<i>Amelanchier alnifolia</i>
Utah Serviceberry	<i>Amelanchier utahensis</i>
False Indigo	<i>Amorpha fruticosa</i>
Big Sagebrush	<i>Artemisia tridentata</i>
Mountain Big Sage	<i>Artemisia tridentata vaseyana</i>
Wyoming Big Sage	<i>Artemisia tridentata wyomingensis</i>
Martin Ceanothus	<i>Ceanothus martinii</i>
Tobacco Brush	<i>Ceanothus velutinus</i>
Rubber Rabbitbrush	<i>Chrysothamnus nauseosus</i>
Douglas Rabbitbrush	<i>Chrysothamnus viscidifloris</i>
Red Osier Dogwood	<i>Cornus sericea "Baileyi"</i>
Western Hazlenut	<i>Coryus cornuta californica</i>
Cliffrose	<i>Cowania mixicana stansburiana</i>
Winterfat	<i>Eurotia lanata</i>
Rock Spirea	<i>Holodiscus domosus</i>
Shrubby Cinquefoil	<i>Potentilla fruticosa</i>
Alpine Currant	<i>Ribes alpinum</i>
Mountain Mahogany	<i>Cercocarpus montanus</i>
Woods Rose	<i>Rosa woodsii</i>
Blue Elderberry	<i>Sambucus caerulea</i>
Elderberry	<i>Sambucus canadensis</i>
Buffaloberry	<i>Shepherdia argentea</i>
Mountain Snowberry/Coralberry	<i>Symphoricarpos oreophilus</i>

PERENNIALS

Hollyhock	<i>Alcea rosea "Chater's Double"</i>
Filigree Daisy	<i>Anthemis marschalliana</i>
Rocky Mountain Columbine	<i>Aquilegia caerulea</i>
Western Columbine	<i>Aquilegia formosa</i>
Prickly Poppy	<i>Argemone munita</i>
Poppy Mallow, Wine Cups	<i>Callirhoe involucrata</i>
Native Bluebells	<i>Campanula rotundifolia</i>
Bachelor Button	<i>Centaurea dealbata "Rosea"</i>
Keys of Heaven, Red Valerian	<i>Centranthus ruber</i>
Chicory	<i>Cichorium intybus</i>

Western Virgins Bower	Clematis ligusticifolia
Trailing Daisy	Erigeron flagillaris
Sulphur Flower	Eriogonum umbellatum
Stork's Bill	Erodiun circutaruim
California Poppy	Eschscholzia californica
Blue Fescue	Festuca ovina glauca
Blanket Flower	Gaillardia aristata
Burgundy Blanket Flower	Gaillardia grandiflora
Dwarf Blanket Flower	Gaillardia grandiflora "Goblin"
Chilean Evens, Prarie Smoke	Geum triflorum
Curlycup Gumweed	Grindelia squarosa
Snakeweed	Gutierrezia serothae
Common Sunflower	Helianthus annuus
Hairy Goldenaster	Heterotheca villosa
New Mexico Hops	Humulus lupulus neomexicanus
Yellow Flax	Linum flavum compacta
Blue Flax	Linum lewisii
Blackfoot Daisy	Melampodium leucanthum
Beebalm, Horsemint	Fistulosa
Mexican Evening Primose	Oenothera berlandierri
Penstemon	Penstemon barbatus
Firecracker Penstemon	Penstemon eatonii
Pine Leaf Penstemon	Penstemon pinifolius
Rocky Mountain Penstemon	Penstemon strictus
Rock Goldenrod	Petradoria pumila
Mexican Hat	Ratibida columnifera
Wooly Mullein	Verbascum bombyciferum
"Arctic Summer"	
Common Mullein	Verbascum thapsus

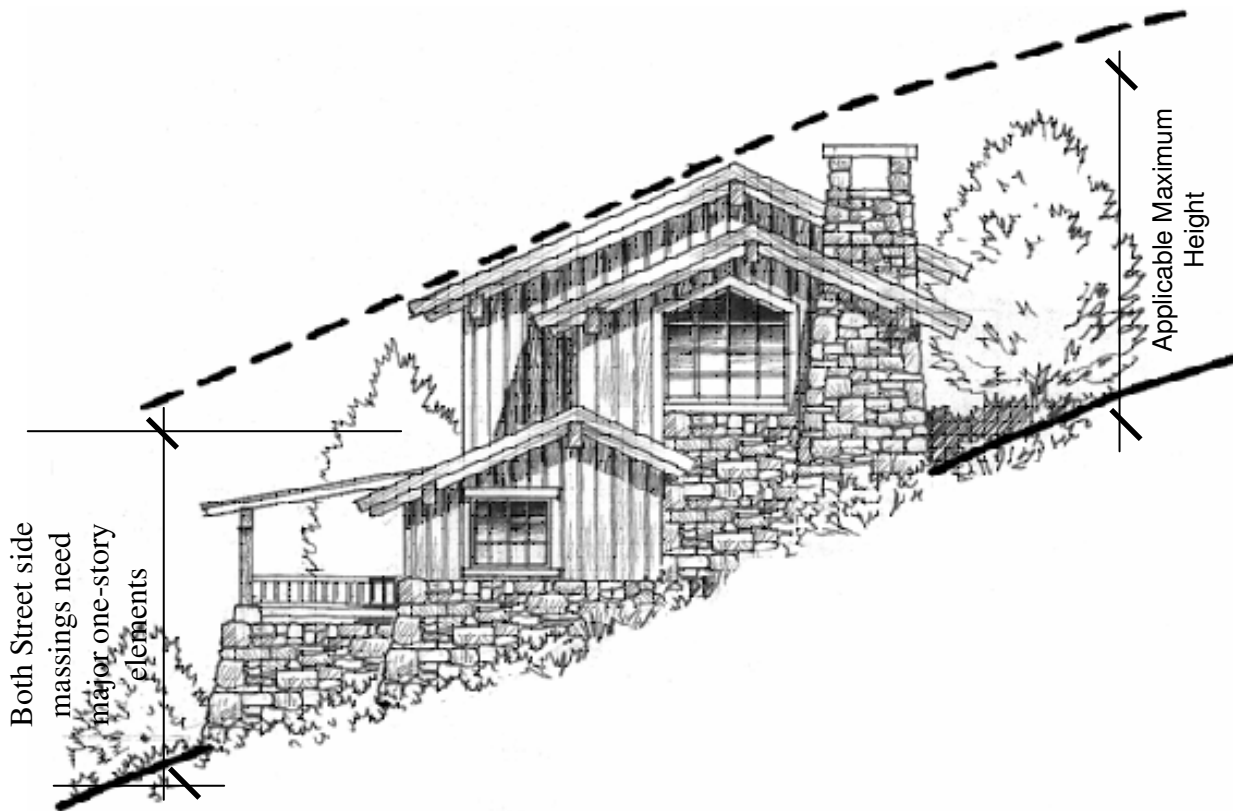
GROUND COVERS

Kinnikinnick	Arctostaphylos uve-ursi
Creeping Oregon Grape	Mahonia repens
Dwarf Mountain Lover	Pachistima canbyi
Mountain Lover	Pachistima myrsinites

GRASSES

Western Wheatgrass	Agropyron smithii "Arriba"
Western Wheatgrass	Agropyron smithii rosanna
Mountain Brome	Bromus marginatus
Mountain Brome	Bromus Carinatus
Mutton Bluegrass	Poa fendleriana
Idaho Fescue	Festuca idahoensis
Sheep Fescue	Festuca ovina
Creeping Red Fescue	Festuca rubra
Perennial Ryegrass	Lolium perenne

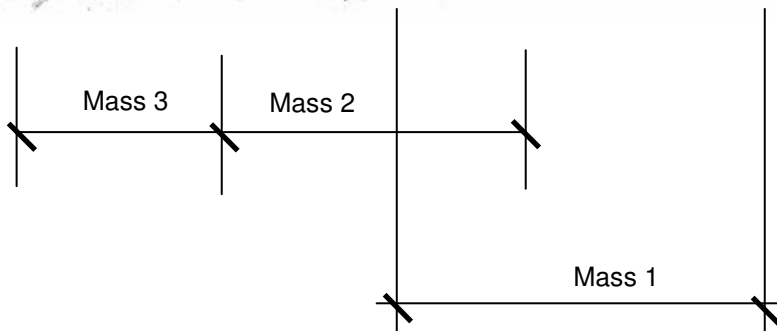
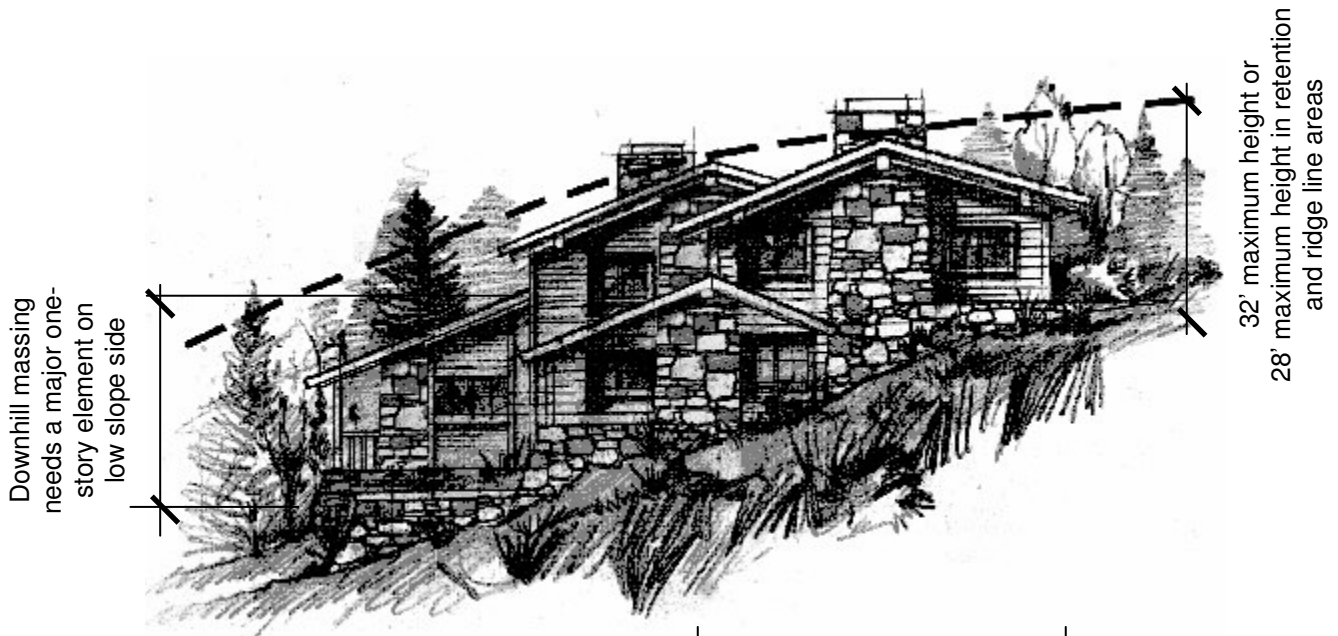
APPENDIX D - SLOPING AND SINGLE-STORY MASSING



ONE STORY STREET SIDE MASSING

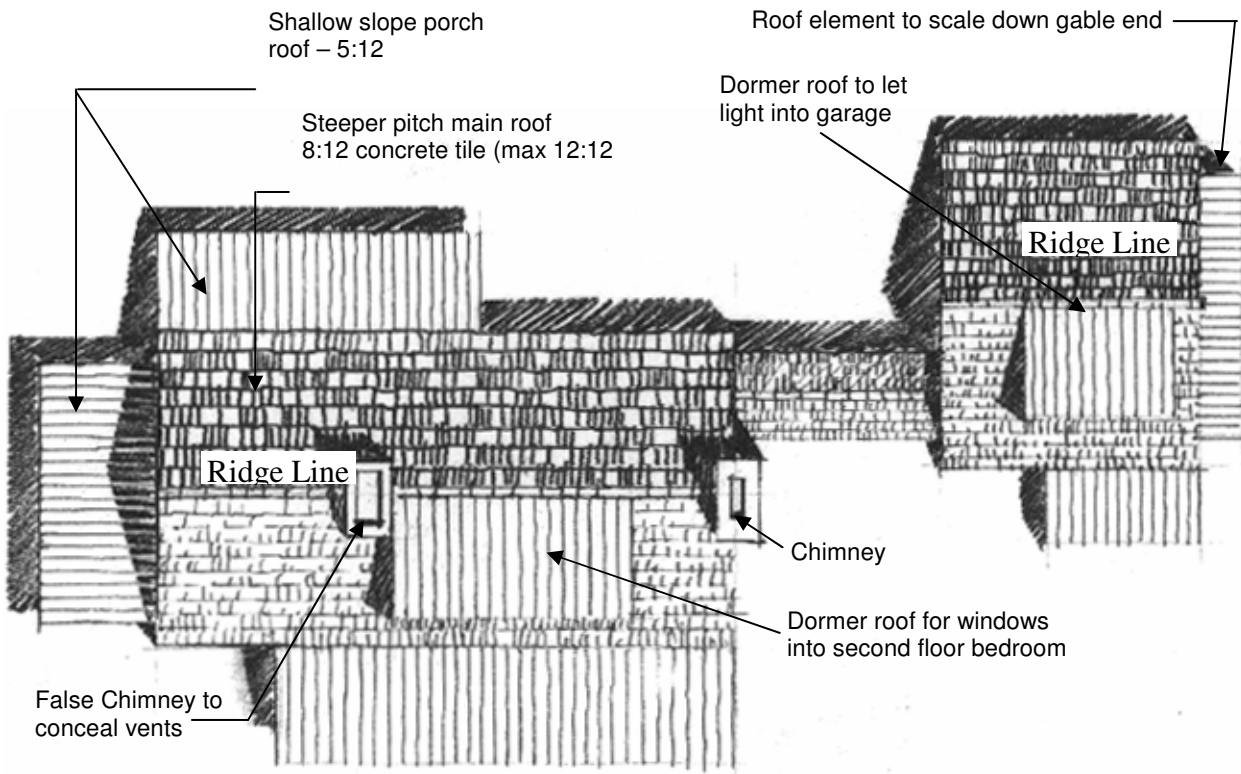
FOR DOUBLE FRONTAGE HOMESITE

APPENDIX E - HEIGHT AND MASSING REQUIREMENTS



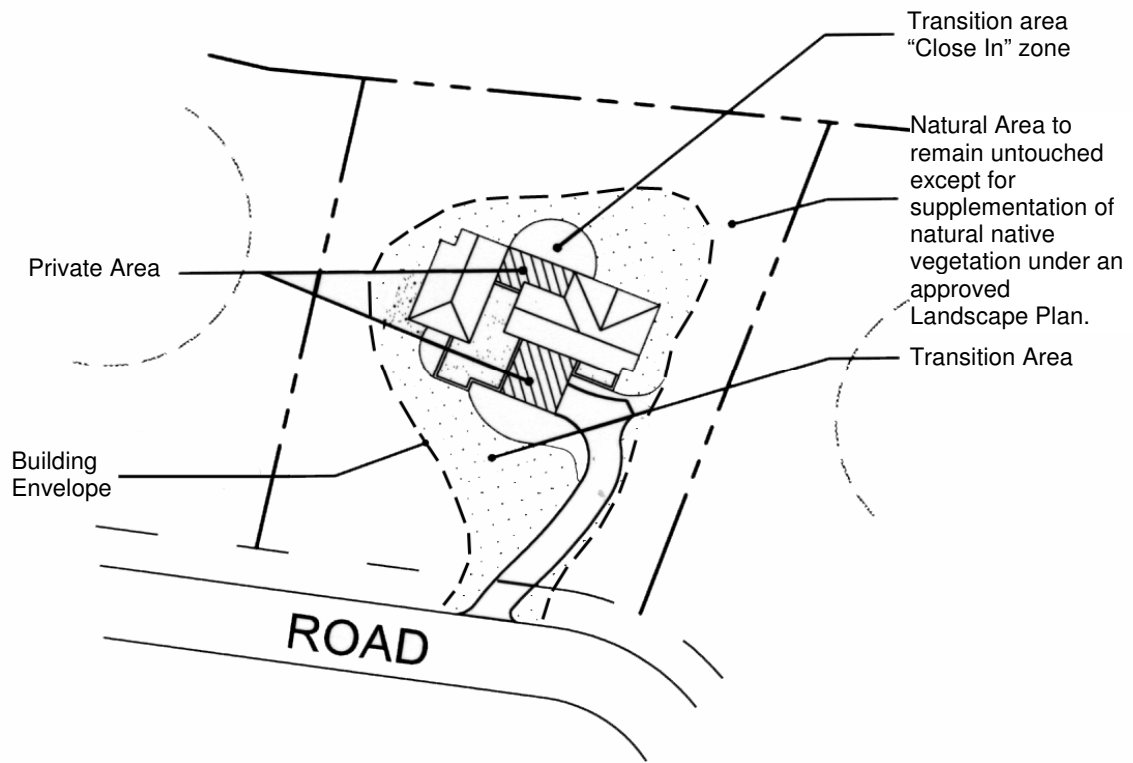
MASSING AND HEIGHT MEASUREMENT

APPENDIX F - ACCEPTABLE ROOF DESIGN



ACCEPTABLE ROOF DESIGN

APPENDIX G - PRIVATE, TRANSITION, AND NATURAL AREAS



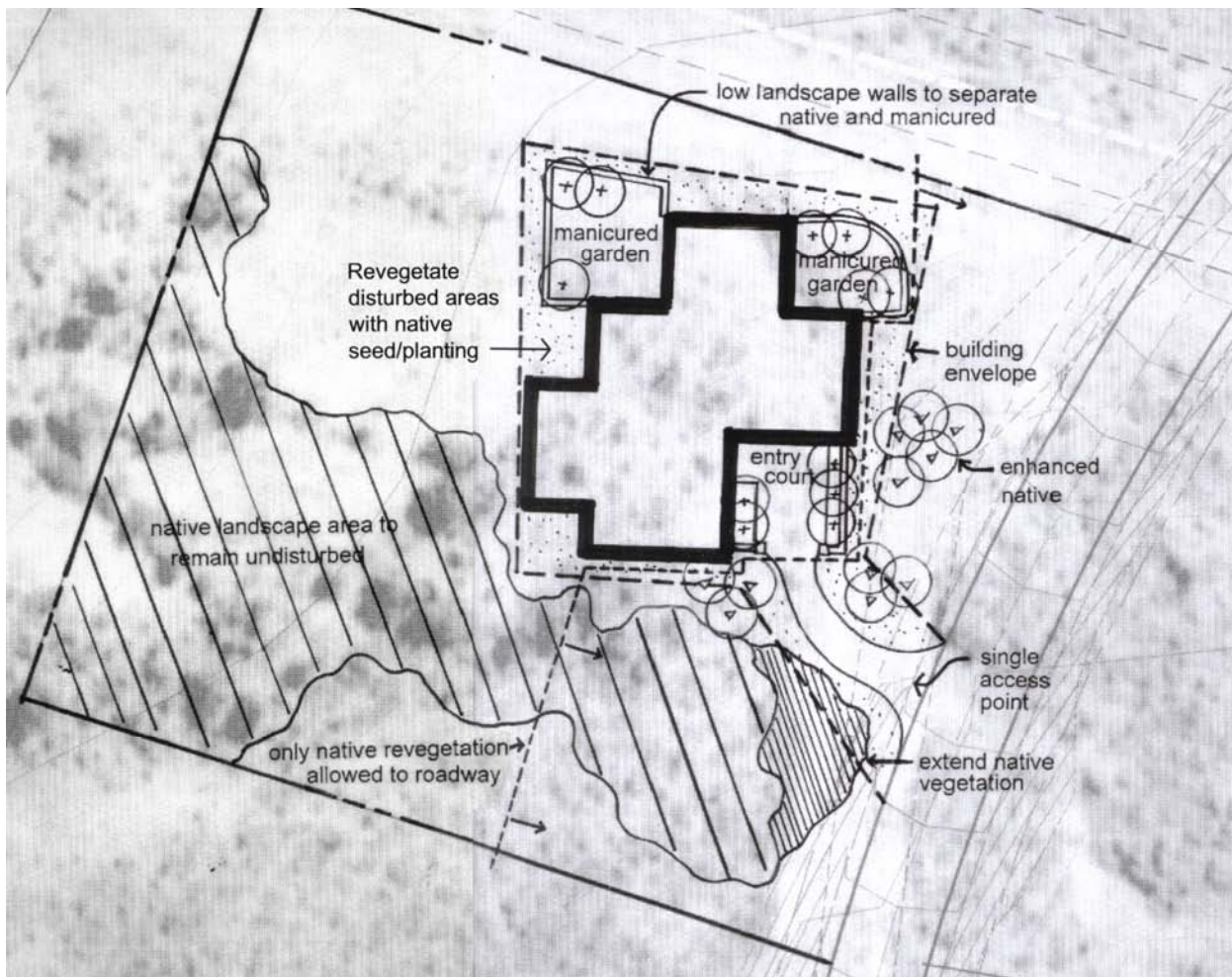
BUILDING ENVELOPE

APPENDIX H - LOT PLANTING REQUIREMENTS

Reference: Landscape Master Plan on file at the Architectural Review Committee office.

Typical lot planting requirements for Promontory Homesites include, but are not limited to the following:

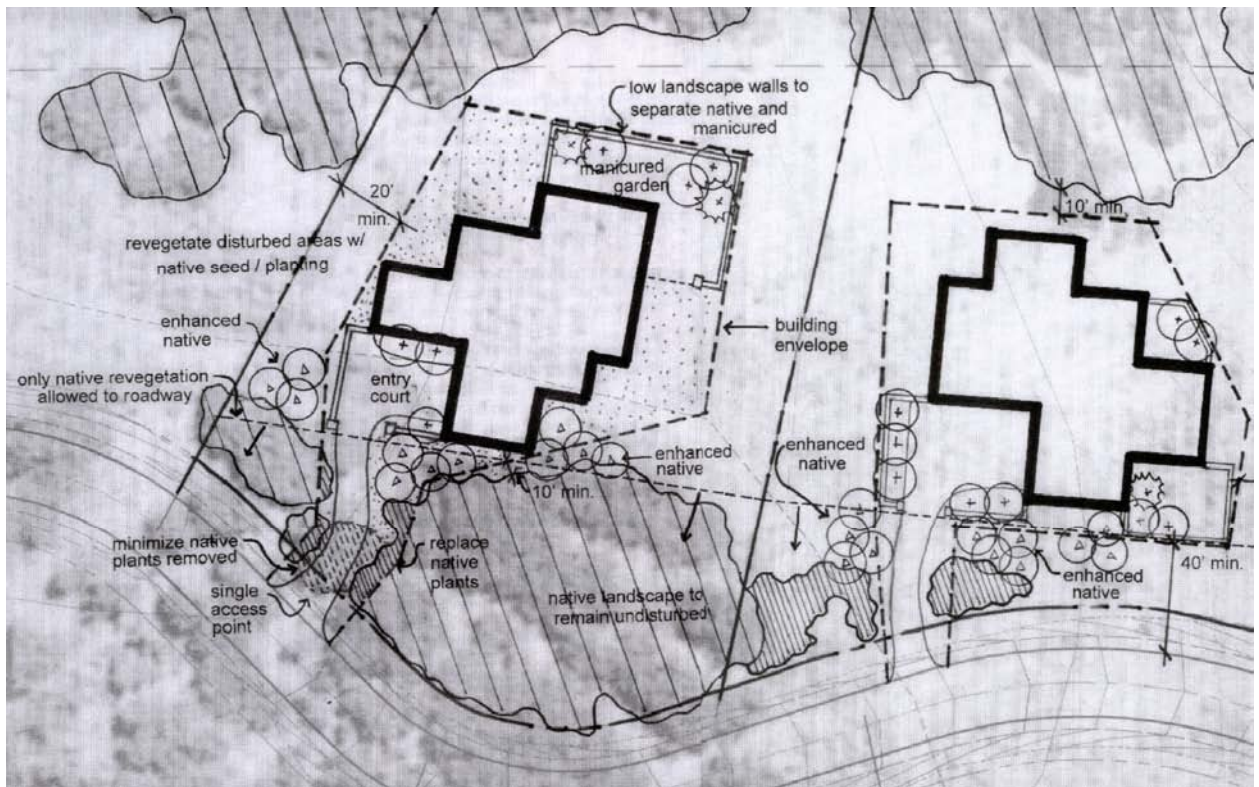
- Building Improvements: Except for the required planting and/or irrigation of enhanced native vegetation, any and all improvements and/or disturbances made to the Site must be within the designated building envelope.
- Disturbance Area: Regardless of the building envelope size on a Homesite, no more than 50 percent of the Homesite's total area may be disturbed.
- Vegetation Types: On any and all Homesites, only native vegetation shall exist in the area which is situated between the access road and the designated front building line boundary. All disturbed areas on a Homesite shall be revegetated by using native grass, wildflowers, and sod seed mix.
- Garden Areas:
 - Manicured garden(s) (which gardens consist of sod, trees, and irrigation) are optional on Promontory Homesites.
 - Such gardens may include the quantity of plants the Homesite Owner desires; however, such gardens may only have a maximum total area of 4,000 square feet.
 - Any and all improvements in such gardens shall be contained within low landscaping walls, which are an architectural and visual extension of the particular home's building structure.
 - Manicured garden spaces should thematically and aesthetically relate to and compliment the home structure's interior spaces.
- Enhanced Native Vegetation Requirements:
 - The required enhanced native vegetation on a Homesite is separate from and situated outside of the manicured garden space, and such vegetation should effectively blend with and compliment the structural architecture on the Homesite.
 - The required enhanced native vegetation may occur outside of a Homesite's building envelope. Such vegetation should include plant massings and plant types which are similar to and compliment the enhanced vegetation on all neighboring Sites. The Committee may, in some cases, require that a Homesite's enhanced vegetation actually match and connect to such vegetation on neighboring Homesite(s).
 - Any and all Homesites are required to install and maintain a proper drip irrigation system to serve the Site's enhanced native vegetation.
 - Enhanced vegetation on Homesites shall comply with the following size requirements: Deciduous: at least a three (3) inch caliper, and Evergreen: a height of 14 to 16 feet.



TYPICAL LOT PLANTING REQUIREMENTS - LOT TYPE 1

- Required enhanced native vegetation, which is outside of the manicured garden area:
- Required drip irrigation.
- Minimum total quantity of 11 trees.
- No fewer than 5 of each tree type.
- Trees clustered in groups consisting of at least 3 trees each.

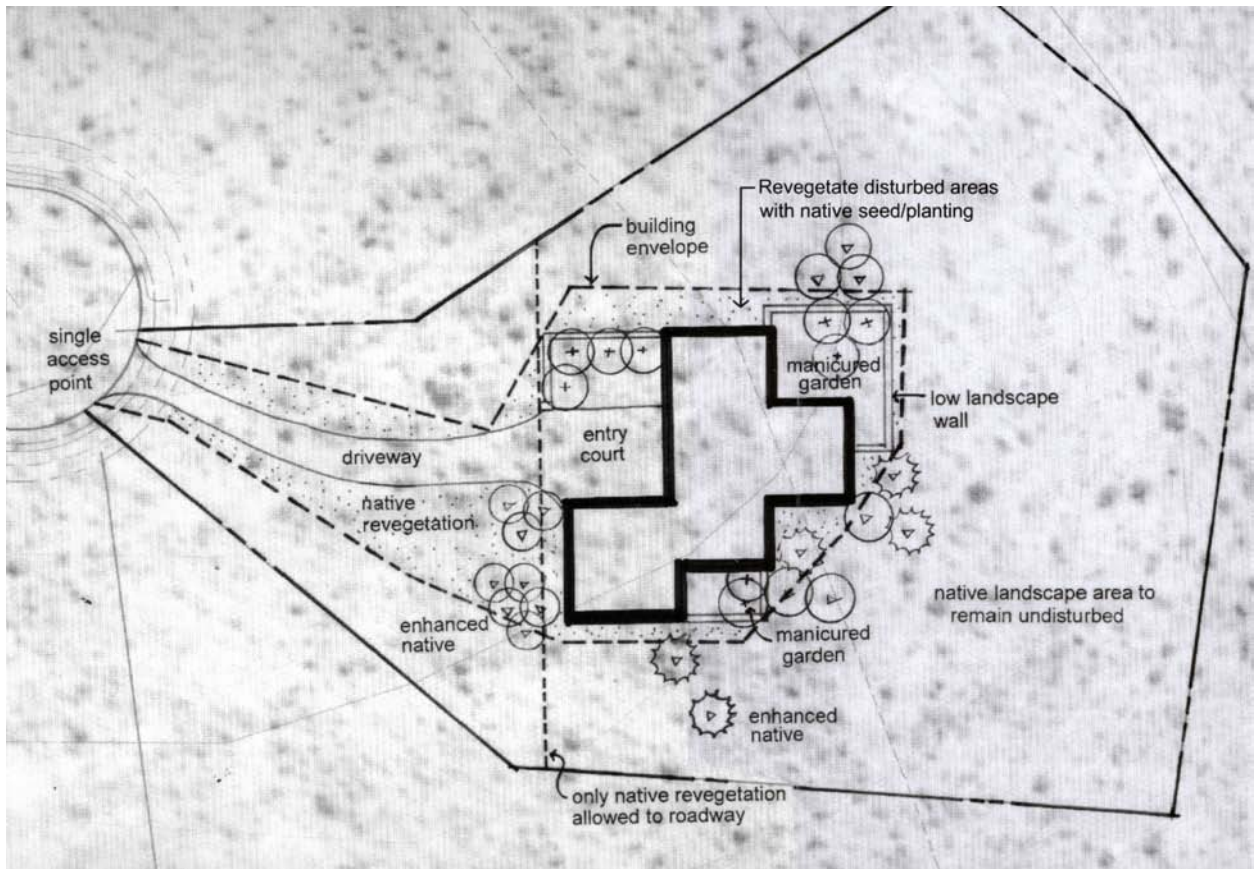
LOT TYPE 1 VILLAGE: Wapiti Canyon and Buffalo Jump



TYPICAL LOT PLANTING REQUIREMENTS - LOT TYPE 2

- Required enhanced native vegetation, which is outside of the manicured garden area:
- Required drip irrigation.
- Minimum total quantity of 11 trees.
- No fewer than 5 of each tree type.
- Trees clustered in groups consisting of at least 3 trees each.

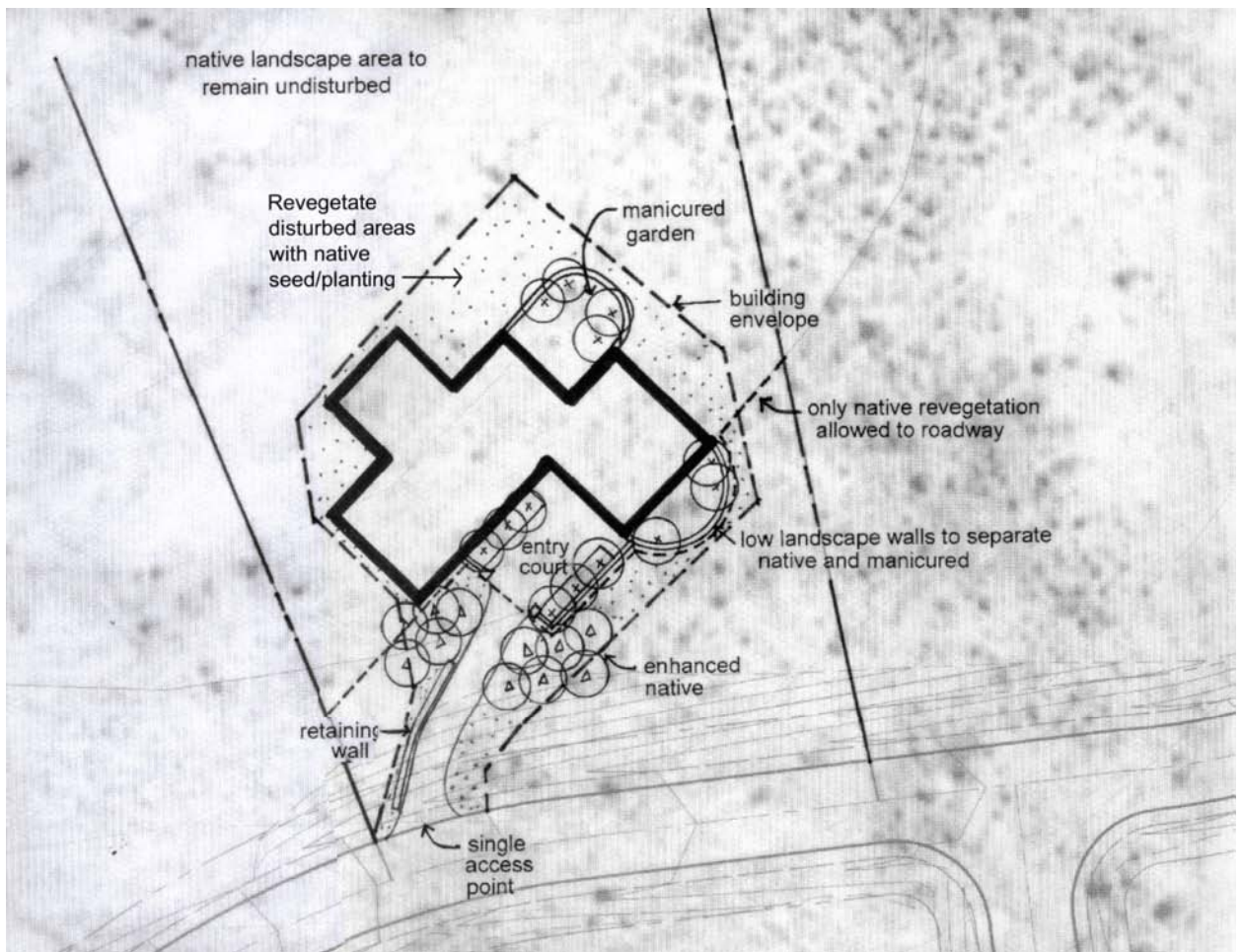
LOT TYPE 2 VILLAGE: Deer Crossing



TYPICAL LOT PLANTING REQUIREMENTS - LOT TYPE 3

- Required enhanced native vegetation, which is outside of the manicured garden area:
- Required drip irrigation.
- Minimum total quantity of 18 trees.
- No fewer than 5 of each tree type.
- Trees clustered in groups consisting of at least 3 trees each.

LOT TYPE 3 VILLAGES: West Hills, West View, Lookout Ridge, Signal Hill, The Homesteads, Sunset Ridge, Painted Sky, Palisades, Promontory Ridge, North Gate Canyon, and Bison Bluffs.



TYPICAL LOT PLANTING REQUIREMENTS - LOT TYPE 4

- Required enhanced native vegetation, which is outside of the manicured garden area:
- Required drip irrigation.
- Minimum total quantity of 11 trees.
- No fewer than 5 of each tree type.
- Trees clustered in groups consisting of at least 3 trees each.

LOT TYPE 4 VILLAGES: Aspen Camp and Range Hill

APPENDIX I - DESIGN REVIEW CHECKLIST

STEP 1 ARCHITECT SELECTION AND APPROVAL

- ❑ Select a licensed Architect.
- ❑ Any unlicensed designer, engineer, or draftsman must complete the following items:
 - Personal interview with the Committee
 - Submission to the Committee of Letters of recommendation
 - Submission to the Committee of appropriate work samples (construction drawings, photos of completed homes, etc.) and other samples, materials, and/or credentials requested by the Committee.
- ❑ Receive Committee pre-approval of the licensed Architect or unlicensed designer, engineer, or draftsman to participate in Promontory Design Review.

STEP 2 PRE-DESIGN CONFERENCE (Before any design begins)

- ❑ Owner and Architect meet Committee representative on or off Site, as decided by Committee.
- ❑ Submit completed *Design Review Application Form* (attached as *Appendix J*).
- ❑ Review *Guidelines* and Lot-specific design considerations, including driveway configuration.
- ❑ Resolve any preliminary questions related to the Design Review process and timeframe.
- ❑ Submit Preliminary Plans within 12 months of the Conference.

STEP 3 PRELIMINARY DESIGN SUBMITTAL AND PRELIMINARY APPROVAL

- ❑ Submit three (3) sets of the following:
 - Site Plan with topography, building envelope, etc.
 - Survey with boundaries, topography, and terrain features (Have surveyor obtain the building envelope from the Committee.)
 - Floor Plans
 - Exterior Elevation Plan including building heights, grade, etc.
 - Area Calculation Plan
 - Model
 - Supplemental Drawings, Documents, etc. requested in the Pre-Design Conference
- ❑ Submit complete *Design Review Application Form* (if not previously submitted).
- ❑ Pay the Design Review Fee in full to the Conservancy.
- ❑ Receive Committee Preliminary Approval and submit Final Plans within 12 months.

STEP 4 FINAL DESIGN SUBMITTAL AND FINAL APPROVAL

- ❑ Submit three (3) sets of the following:
 - Site Plan
 - Floor Plan
 - Roof Plan
 - Building Sectioning Plan
 - Exterior Elevation Plan
 - Area Calculation Plan
 - Exterior Materials, Colors, Glass Specifications, Lighting Specifications
 - Landscaping Plan

- Staking Plan
- Construction Site Plan and Construction Schedule
- Complete Construction Documents
- ❑ Receive Committee Final Approval and complete proper steps to commence construction within 12 months.

STEP 5 PERFORMANCE DEPOSIT AND PERFORMANCE DEPOSIT AGREEMENT

- ❑ Pay the Performance Deposit in full to the Conservancy.
- ❑ Complete the two-part *Performance Deposit Agreement* and deliver such to the Conservancy.
- ❑ Pick up two (2) sets of the Committee-approved, properly stamped Final Plans for deliverance to the County.

STEP 6 SUMMIT COUNTY COMPLIANCE

- ❑ Deliver the two (2) sets of Committee-approved, properly stamped Final Plans to the Summit County Community Development Department and receive a County Building Permit.
- ❑ Receive any other County-required authorization necessary for Homesite Construction.

STEP 7 PRE-CONSTRUCTION CONFERENCE

- ❑ Prior to any construction on the Homesite, Builder meets with a Committee representative on Site and completes the following:
 - Review construction procedures and proper compliance/maintenance requirements.
 - Coordinate construction activities with Committee Representative by bringing for review and approval Construction Site Plan and Construction Schedule submitted as part of Final Design Approval.
- ❑ Answer utility questions, receive utility location approval from the Committee, and resolve any Site-specific construction issues (i.e. proper access points, approval for construction trailer, etc.).
- ❑ Ensure proper installation of L.O.D. fencing prior to construction.

STEP 8 COMMENCEMENT OF CONSTRUCTION

- ❑ Within one (1) year from the time Final Approval is issued by the Committee, commence construction on the Site.
- ❑ Conduct construction activities on the Homesite according to all Committee-approved and County-authorized plans, and ensure compliance with all Promontory standards by notifying the Committee of at least the following checkpoints:
 - Proper L.O.D. fence and signage installation
 - Breaking ground
 - Grading
 - Framing Inspection(s)
 - Four-way inspection(s)
 - Installation of final roof material
 - Installation of proper landscaping
- ❑ Complete construction on the Homesite (including passing all required County inspections) and restore any disturbance to the Site and surrounding areas within 18 months after construction commencement.

STEP 9 OWNER'S LETTER OF CERTIFICATION

- ❑ Submit to the Conservancy a properly completed *Letter of Certification* (attached as *Appendix L*) certifying:
 - All improvements to the Homesite are complete and in compliance with Committee approved and County-authorized Plans,
 - All Design Review Fee(s) have been paid to the Conservancy,
 - Proper clean-up has been completed on and around the Homesite (and any other place which has been altered during construction),
 - All required landscaping improvements are complete in accordance with the Approved Plans,
 - All Damage which may have been caused by the Owner, Architect(s), and Builder(s) has been repaired and rectified to the satisfaction of the Conservancy and of the Declarant.

STEP 10 FINAL INSPECTION AND RELEASE

- ❑ Receive proper Committee inspection of the Homesite.
- ❑ Receive Committee Final Release and return of Performance Deposit (less any funds spent to repair Damage caused during Construction) and *Performance Deposit Agreement*.

APPENDIX J - DESIGN REVIEW APPLICATION FORM

Lot Owner or Lot Owner's Agent MUST Complete the Information Below

HOMESITE LOCATION

LOT #

VILLAGE

STREET ADDRESS

OWNER/OWNER'S AGENT

NAME

MAILING ADDRESS

CITY STATE ZIP

PHONE

FAX E-MAIL

ARCHITECT / PRE-APPROVED DESIGNER

ALL APPLICANTS MUST CHECK ONE OF THE FOLLOWING:

LICENSED ARCHITECT

PRE-APPROVED DESIGNER

FIRM & ARCHITECT NAME

MAILING ADDRESS

CITY STATE ZIP

PHONE

FAX E-MAIL

BUILDER/CONTRACTOR

ALL APPLICANTS MUST CHECK ONE OF THE FOLLOWING:

LICENSED AND INSURED

CONTRACTOR

COMPANY & BUILDER NAME

MAILING ADDRESS

CITY STATE ZIP

PHONE

FAX E-MAIL

HOME AREA CALCULATIONS

NET LIVABLE AREA

GROSS TOTAL AREA

COLOR SPECIFICATIONS

BUILDING COLOR NAME & NUMBER

MFG LVR

SUBMITTAL INFORMATION: Please attach all applicable drawings, models, material/color samples, and/or documents.

As an Applicant for Design Review at Promontory (either being the Homesite Owner or the Homesite Owner's Agent), I have read in full and understand the Promontory *Design Guidelines* and any and all Governing Documents. I hereby assume the responsibility to comply with the following: the *Guidelines*; Governing Documents; and all rules, regulations, and/or policies as they are established by the Committee from time to time. I acknowledge that the Design Review Fee(s) is non-refundable.

OWNER / OWNER'S AGENT SIGNATURE

PRINTED NAME

DATE

APPENDIX K - PERFORMANCE DEPOSIT AGREEMENT

In compliance with the rules adopted by the Architectural Review Committee (the "Committee") and the Board of Directors of the Promontory Conservancy (the "Board"), I _____ (hereinafter the "Owner"), who owns Lot _____, _____ Subdivision in Promontory (the "Lot"), hereby deposit with the (circle one) Declarant / Promontory Conservancy Agent for the benefit of the Conservancy the sum of \$10,000.00 (hereinafter referred to as the "Deposit"), and I hereby agree to the following terms and conditions:

1. The Deposit shall be held as security against any Damage (as defined in the Promontory *Design Guidelines*, having a reference date of June 2008) caused by the acts and/or omissions of the Owner, the Owner's Architect(s), or the Owner's Builder(s) (i.e. General Contractor and/or Contractor's respective subcontractors, employees, agents, materialmen, or suppliers) in connection with or during the construction of improvements on the Lot.
2. Upon the occurrence of any such Damage, the Declarant (if prior to the Transition Date) or the Conservancy (if after the Transition Date) from time to time, and without prejudice to any other remedy, may use the Deposit to, among other things, (a) repair and/or rectify the Damage or to (b) enforce the *Guidelines*, the Governing Documents, and any other rule or regulation thus violated; and to cure any defect or problem caused by said noncompliance and/or Damage. It is expressly understood that the use of any or all of the Deposit shall not be considered a measure of the Damage nor shall it release the Owner from paying additional amounts if the total Damage exceeds \$10,000.00, which additional amounts are due and owing upon proper notice from the Conservancy/Conservancy Agent.
3. Following the Conservancy's use of all or any portion of the Deposit, the Owner shall immediately pay to the Declarant, the Conservancy or the Conservancy Agent, as the case may be, an amount sufficient to replenish the Deposit to the sum initially deposited, plus any additional amounts sufficient to cover the reparation of all Damage caused by the Owner or the Owner's aforementioned employees. Failure to replenish the Performance Deposit and any and all additional amounts required to repair and/or rectify the Damage within seven (7) days following the Conservancy's delivery of written demand of such replenishment shall be deemed a material breach of the *Guidelines* and the *Declaration* and shall entitle the Conservancy to (i) seek injunctive relief, which may include denying the Owner's Contractor's (including any of Contractor's subcontractors, employees, agents, materialmen, or suppliers) access to the Promontory Community; (ii) lien the Owner's Lot in an amount equal to the Deposit deficiency plus any additional amounts owed to the Conservancy for such Damage

rectification; (iii) impose, without limitation, a punitive fine which is commensurate with the severity of the Damage and/or non-compliance; or (iv) record the *Notice* of such violation, Damage, or noncompliance (as such *Notice* is defined in the *Guidelines*) where applicable.

4. Concurrent with the delivery of the Performance Deposit, the Owner shall execute and deliver to the the Committee a *Notice of Voluntary Lien* in the form attached hereto.
5. Neither the Declarant, the Committee, the Board, the Conservancy nor any respective member, representative, or employee thereof shall be liable to the Owner or any other person for any loss, damage or injury arising out of the payment or non-payment of the Deposit and additional funds herein addressed, unless such loss, damage or injury is due to willful misconduct or bad faith of the Declarant, the Committee, the Board, the Conservancy, or any respective Member, Representative, or employee thereof, as the case may be.
6. Upon the completion of the construction of improvements on the Lot as per the Committee-approved Plans and specifications, delivery of the *Certification* to the Committee, and a Final Inspection and Final Release by the Committee satisfactorily indicating that no Damage as set forth in Paragraph 1 remains unremedied and that all construction has been completed pursuant to the Committee-approved Plans and specifications (including all landscaping and landscaping plans), the Deposit or any balance thereof shall be returned to the Owner.
7. No interest shall be payable on the Deposit.
8. By signature below, the (circle one) Declarant / Promontory Conservancy Agent acknowledges receipt of \$10,000.00 in form of a (circle one) Check, #_____ or Credit Card # _____, Expiration ___/___.

Executed on this ____ day of _____, 200__.

OWNER

Permanent Address

DECLARANT / PROMONTORY CONSERVANCY AGENT (Circle One)

When recorded return to:
Promontory Conservancy, Attn: Board of Directors
8758 N. Promontory Ranch Rd.
Park City, Utah 84098

NOTICE OF VOLUNTARY LIEN

On _____, 200____, the undersigned (hereinafter the "Owner"), who owns Lot _____, _____ Subdivision in Promontory, which is more particularly described in "Exhibit A" attached hereto (hereinafter the "Benefited Property"), entered into that certain *Performance Deposit Agreement* (hereinafter the "Agreement") with the Board of Directors of the Promontory Conservancy (the "Board"), a Utah not-for-profit corporation, which provides, among other things, that in the event of the failure of the Owner to timely replenish the Performance Deposit mandated in the *Agreement* and any additional amounts required to rectify and/or repair the Damage (as defined in the Promontory *Design Guidelines*, having a reference date of January 2007) and/or effects of noncompliance during construction on the Lot, there shall be recorded this *Notice of Voluntary Lien* in respect of the Benefited Property.

The amount due and owing from the Owner, as of the date of recordation hereof, is \$ _____. ____ (the "Unpaid Replenishment"). The Owner hereby covenants and agrees that the Conservancy, on behalf of its Board, shall have a voluntary, consensual lien upon the Benefited Property in the amount of the Unpaid Replenishment, said lien to continue until such time as that date upon which the Conservancy receives full payment of the Unpaid Replenishment.

Properly interested parties may inspect a copy of the *Agreement* by contacting with Promontory Conservancy at 8758 N. Promontory Ranch Rd., Park City, Utah 84098, Attention: Promontory Conservancy Board of Directors.

The Owner herewith represents and warrants that, as of the date of execution hereof, the Owner own(s) fee simple title to the Benefited Property. This *Notice of Voluntary Lien* constitutes a continuing lien upon the Benefited Property and shall continue in full force and effect until released by a properly recorded instrument executed by the Promontory Conservancy.

EXECUTED this _____ day of _____, 200____.
"OWNER(S)" _____

STATE OF _____)

) ss

County of _____)

On this ____ day of _____, 200__, before me, the undersigned officer, personally appeared _____ and _____, known to me to be the person(s) whose name(s) is (are) subscribed in the foregoing instrument and acknowledged that he/she/they executed the same for the purposes herein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

APPENDIX L - LETTER OF CERTIFICATION

In compliance with the rules adopted by the Architectural Review Committee (the "Committee") and the Board of Directors of the Promontory Conservancy (the "Board"), I _____ (the "Owner"), who owns Lot _____, _____ Subdivision in Promontory (the "Lot"), hereby certifies to (circle one) Declarant / Promontory Conservancy Agent, for the benefit of the Board and the Committee the following:

1. All improvements constructed upon the Owner's Lot are built in complete compliance with the Committee-approved and the Summit County-authorized Plans, with the *Design Guidelines*, and with any and all applicable Governing Documents (as they are defined in the *Guidelines*);
2. Any and all Design Review Fee(s) have been paid to the Conservancy;
3. All appropriate clean up on and around the Lot, on any and all streets and/or right(s)-of-way, and on all adjacent properties, Homesites, Open Spaces, and Common Areas which may have been altered during the construction of improvements on the Lot is *complete*;
4. All Committee-required landscaping improvements are completed appropriately and in accordance with the approved Plans; and
5. Neither the Owner nor such Owner's Architect (as such person(s) are defined in the *Design Guidelines*) and/or Builder(s) (as such person(s) are defined in the *Design Guidelines*) have caused any Damage to any property at Promontory or, in the alternative, that all Damage caused by said individuals/entities has been repaired and/or rectified to the satisfaction of the Conservancy and of the Declarant.

I, the Owner, do hereby request the receipt of a Final Inspection and Final Release of the Lot by the Committee; and I have attached, to the greatest of my ability, all CAD information detailing the entire set of structural and landscaping Plans for the Lot, which Plans were issued Final Approval by the Committee and which were issued the appropriate building authorization(s) by the Summit County Community Development Department. Upon Final Release, I request the return of my Performance Deposit or any balance thereof.

SIGNED: _____

DATE: _____

