DESIGN REVIEW PROCEDURES and ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION

PROMONTORY
PARK CITY

Design Review Procedures and Architectural Review Committee Organization
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1 - DESIGN REVIEW PROCEDURES

A comprehensive Design Review, 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 the 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 all projects at Promontory, and to enforce these *Guidelines* and all applicable Governing Documents. Each Promontory residence and its additions and/or improvements must meet the criteria of these *Guidelines 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 improvements, 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 either of the following:

1. Proper approval of any initial construction of a residence

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 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* (attached as Appendix B) 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.

The appropriate submittal requirements are detailed in this Section; 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.

1.1 Architect Selection and Approval

As Promontory is a Community unmatched in its character and its unique architectural sophistication, every Owner of a Promontory Homesite should select a qualified Architect to create a proper Homesite Design. 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.

The Committee requires Owners to use licensed Architects when planning their Homesites. 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, they must be approved by the Committee. 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.

1.2 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 and/or 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 should 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.

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.

1.3 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 email address of the Committee (as detailed in Section 2.2) in digital format (as further explained below); as well as the Design Review Fee (as calculated by the Design Review Architect), by 12:00 p.m. of the Friday preceding a scheduled review meeting of the Committee, to be evaluated in the immediately upcoming Committee meeting.

The Design Review Fee (see Section 1.20) shall be due and payable in full by the Owner as part of the Preliminary Submittal, and prior to the Committee review. Every Preliminary Design Submittal shall consist of one (1) pdf file containing Design Review Application Form and all the required exhibits as further explained below. 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 components:

1. **Owner Application:** This must be complete and include the contact information for the Owner(s).

2. **3D Model:** This may be either an 1/8" 'white model' or a digital model for Committee review. If submitted digitally, the model must be in SketchUp format. The model must be more than a wire frame; it should be thoroughly detailed, clearly understandable, and it must show all Homesite topography accurately.
3. **CAD DWG Floor Plan Drawings:** All floor plans in dwg format to be used in determining Design Review Fee.
4. **Preliminary Plan Set (PDF Format):**

- All Submittals and any subsequent submittals must include:

  - Current date
  - Subdivision name and lot number
  - Bar Scale
  - North Arrow
  - Adequate dimensions to define the width, depth, and height of all floor plans,
    elevations, eave overhangs, and driveway lengths and widths
  - All material types must be called out on the elevations and roof plan
  - Roof slope ratios and direction of run off
  - Scale in which the drawings are prepared
  - Designers name and contact information

- The Preliminary Plan Set must include the following drawings:

  - **Site Plan:** This MUST BE scaled at 1" = 10' or 1" = 8' for Committee review. The Site Plan must completely delineate all of the following:

    (1) the entire property Site;

    (2) the 10' easement surrounding the perimeter of the property;

    (3) the location of the existing building envelope specified by the Conservancy. If any changes to the building envelope are proposed, they must be delineated and include shaded areas showing what is added and what is subtracted, and the tabled calculations calling out the new area added and the existing area to be removed. (Note: changes to the location of the driveway are the only altercations generally allowed and must be approved by the Committee);

    (4) the proposed structure and all other proposed structures with roof ridge lines and elevation heights;

(5) all parking areas;

(6) all existing topography;

(7) all proposed changes to the topography and contours showing how it is resolved with the home, driveway, and other surrounding features;

(8) all proposed retaining walls, including type of construction and top and bottom elevations;

(9) all existing trees, clusters of native shrubs and significant vegetation, unique terrain features indicating whether it will be preserved or removed.

- **Survey:** This MUST BE scaled at 1" = 10' or 1" = 8' and must be issued by either a registered surveyor or a licensed civil engineer, and it must clearly delineate the following:

(1) all Homesite boundaries and dimensions;

(2) all easements located on the property;

(3) all topography (with no more than a two-foot contour depth at any location on the Site);

(4) all major terrain features;

(5) all existing trees and major shrub clusters;

(6) all pavement/curb edges;

(7) all utility locations.

- **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 and major dimensions.

- **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) all proposed exterior matierals; (6) changes to topography which must be resolved for each elevation, an dmust match the site plan, including any retaining that abuts the home or is necessary to explain what is proposed; (6) any notes necessary to explain what is proposed.

- **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.

- **Roof Plan:** This must include roof slope ratios, type(s) of roofing material proposed, and ridgeline orientations and elevations. If the roof is flat, demonstrate how drainage is proposed to be handled ie; roof drains, scuppers, etc. If there are elements of the structure, such as decks below, these should be shown with a lighter line weight wherever they occur.

* Important Note: Specific dimensions must be shown on the floor plans and on the elevations; so, the Committee is not forced to assume dimensions which may not reflect the true design or architectural intent. The Committee should be able to easily verify that the plans comply with all exterior height and massing requirements, including wall heights and lengths, offsets, depths, widths, square footages, and elevations. 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).

1.4 Preliminary Design Review and Preliminary Approval

Once the Committee has received the complete submittal package, the Design Review Fee will be calculated and the amount due forwarded to the Owner. The submittal will not be reviewed until it is complete and the fee has been paid. 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 are submitted and the Design Review Fee is paid 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. The written response letter from the Committee is the official review. Any personal or telephone conversations with the Committee or any of its members are unofficial and are done only as a courtesy to the Owner.
3. Results of Committee Submittal reviews will only be discussed over the telephone by Committee Members with an Owner, or at the Owner's direction, their 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.
4. Any formal / official 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 and will be addressed in the next Committee meeting.
5. The Preliminary Design Approval is valid for 12 months from the date of the Preliminary Approval letter issued by the Committee. 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. Submittals that are left inactive for more than 12 months may be subject to additional Design Review fees.

1.5 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. If the plans submitted are an enhanced and complete version of the previously submitted and conditionally approved Preliminary Design, the Design Review Architects will review and stamp the plans for submittal to the County. If there have been significant changes or additions, the plans will be again reviewed by the entire Committee. The Final Design Submittal must be received at the designated email address of the Committee (as detailed in Section 2.2) 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 one (1) complete design set in pdf format. The digitally stamped plans will be returned to the Owner for printing and delivery 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 and Notice of Voluntary Lien to the Conservancy. Again, each Final Design Submittal must be complete in order to warrant

Committee review for Final Approval. A complete Final Design Submittal must include *all* of the following exhibits:

1. **Site Plan:** This MUST BE scaled at 1" = 20', 1" = 10' or 1"= 8' for Committee review. These drawings must be sufficiently dimensioned and annotated so that the Committee is not required to make assumptions. The Site Plan must completely illustrate and explain all of the following:
    - The entire property Homesite.
    - Any easements across the Site.
    - The location of the proposed building envelope.
    - All roof ridgelines with their respective elevations.
    - The proposed residence and all proposed building structures.
    - All driveways.
    - All parking areas.
    - The existing Site topography.
    - The proposed Site topography.
    - The finished floor elevations.
    - 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.
    - All trees to be removed.
    - All utility sources and connections.
    - 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 and be sufficiently dimensioned.
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 materials proposed, pitch ratios, and direction of slope. The Roof Plan must also include a detailed roof penetration plan, which depicts all roof penetrations, including:
    - Locations of all plumbing vents, all mechanical vents, and all chimneys.
    - The grouping of the small plumbing vents in small chimneys
    - 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, and clarify stair, roof, wall, and floor assemblies.
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:
    - Existing grade lines
    - Proposed grade lines and any retaining that abuts the structure
    - Plate heights
    - Ridge heights
    - Roof pitch
    - A final indication of all exterior materials
    - Any notes and dimensions necessary to fully understand what is proposed.
6. **Shaded 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:
    - 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
    - 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
    - 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. All rooms and areas must be labeled to clearly identify their type of use.
7. **Landscape Plan:** This MUST BE scaled at 1" = 20', 1" = 10' or 1" = 8' for Committee review. This Landscape Plan must illustrate and explain all of the proposed landscaping for the Homesite, including but not limited to:
    - Specific sizes, types, locations, and amounts of all proposed plants, trees, and/or any other vegetation, shown both in plan view and as a legend/note, and these two items must match. The note must state the minimum height required for trees, but that these trees must vary in height to provide a more natural appearance.
    - A complete explanation of the irrigation system for the Site
    - Any and all decorative landscaping materials, borders, and special features
    - All retained plants, trees, and other vegetation on the Site
    - The location of any and all ground-mounted utility equipment on the Homesite.

- This is the landscape plan that will be used for the home once it is complete. Any changes to what is proposed and approved in the final submittal must be resubmitted for committee approval before it will be allowed. This includes both adding or subtracting any elements or changes to the topography.

8. 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.)

9. Construction Site Plan: A Construction Site Plan, which fully complies with the requirements in Section 1.3 of the Construction Regulations, shall be submitted to the Committee as part of the Final Submittal as well as during the Pre-Construction Conference (as explained in the Construction Regulations, Section 1.3).

10. Construction Schedule: A Construction Schedule which fully complies with the requirements in Section 1.3 of the Construction Regulations, shall be submitted to the Committee prior to the Pre-Construction Conference (as explained in the Construction Regulations, Section 1.3).

* Important Note: All of the requirements specified above for the preliminary submittal drawings are required to be included on all final drawings as well.

1.6 Deferral of Material and/or Color Selection

The final approval of materials and/or colors is deferred until the home is under construction, but before the materials are ordered and installed. A small sample mockup of the actual material and colors proposed must be placed on the structure, in a sunny location, so as to be reviewed altogether in context of the home and Site. Once the sample is in place and the Committee has been notified, a Committee representative will visit the Site and inspect and photograph the proposed material for consideration by the full Committee at the next upcoming meeting. The owner or their specified agent will be notified immediately following the meeting in order to move the construction process forward without further delay

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 typically 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 1.7) has been issued for the Homesite shall be properly submitted to the Committee for evaluation and approval *prior* to any installation of such landscaping.

1.7 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 Design Review Architect(s) will review each complete Final Design Submittal to ensure the Plans completely conform to the *Guidelines* and all Governing Documents and have not changed significantly from the previously approved Preliminary Design Submittal. If there are no significant changes and all the requirements have been met, the Design Review Architect(s), will stamp the plans for submittal to the county for the building permit, and they will be forwarded back to the owner and their architect, along with the Committees official approval letter. If there are significant changes, the final submittal will be reviewed by the entire Committee in the next scheduled review meeting. 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 only be discussed over the telephone by Members of the Committee with an Owner, or at their direction, their Architect or Builder, about a particular Homesite until after written responses have been issued. No Owner or representative may attend any meeting of the Committee unless the Committee specifically requests such attendance.

4. Any formal / official 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 from the date of the Final Approval letter issued by the Committee. 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.
    - The Owner must have paid in full the Performance Deposit and delivered the requisite *Performance Deposit Agreement* and *Notice of Voluntary Lien* (which Deposit amount and Agreement purpose is discussed Appendix C of the Design Review Procedures and Architectural Review Committee Organization) to the Conservancy.
    - The Committee must have rendered written proof of Final Approval (which will be attached to the Committee-approved and stamped Final Plans) to the Owner or printing and deliverance to the County. The Committee *shall not* render such proof until after the *Performance Deposit Agreement* and *Notice of Voluntary Lien* has been delivered to and the Performance Deposit has been paid in full to the Conservancy.
    - The County must have issued a proper Building Permit to the Owner for the Homesite Design which was issued Committee Final Approval.
    - The Owner shall have ensured that a proper Pre-Construction Conference (as discussed in Section 1.3 of the Construction Regulations) was held.
    - Construction must have commenced on the Homesite (discussed in Section 1.12).

1.8 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.

If the County requires changes to the plans submitted to them for approval that have previously been Approved and Stamped by the Committee, the corrections letter from the County must be submitted to the Committee along with the revised plan set.

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 1.20) to the Conservancy if deemed appropriate by the Committee.

1.9 Performance Deposit Payment and Performance Deposit Agreement

Prior to the Committee issuing the final approval letter and stamped Plans, every Owner must 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 appropriate Promontory Conservancy Agent; 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 C 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.

3. 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.
4. 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 2.9.

1.10 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.

1.11 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 1.5).
Section 1.3 of the Construction Regulations 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 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.

1.12 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 Construction Regulations Section 1.3 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).

1.13 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 1.14). 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 D) 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. 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 2.2 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.

1.14 Final Inspection and Final Release

After an Owner submits the properly completed Certification (attached as Appendix D) 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 2.9.

1.15 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 2.9.

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.

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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 amount of the Fee is calculated at $1.00 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.

2 - ARCHITECTURAL REVIEW COMMITTEE ORGANIZATION

2.1 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:

Christine Morr, Design Review Architect, Promontory
Dale Ayers, Design Architect, Promontory Conservancy
Jay Bollwinkel, Landscape Architect, Grassli Group, Inc.
Shawn Potter, Executive Director, Promontory Conservancy

2.2 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—both digitally and physically, as is applicable during the Design Review process. The address of the Conservancy shall also be address where copies of any and all Governing Documents are kept.

The address (both physical and electronic) 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 mailing address, unless otherwise specified by the Committee. The present addresses for the Conservancy and the Committee are the following:

- Conservancy and Committee Mailing Address:
  8758 N. Promontory Ranch Rd., Park City, UT 84098
- Conservancy Director Offices: 8417 N. Ranch Club Trail, Building E, The Hub
- Committee Offices: 8417 N. Ranch Club Trail, Building E, The Hub
- Committee Email: cmorr@promontoryclub.com

2.3 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.

2.4 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.

2.5 Committee Procedures

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.

2.6 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.

2.7 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.).

2.8 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).

2.9 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 1.14 and 1.15 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.

2.10 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.

2.11 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 - DESIGN REVIEW CHECKLIST

STEP 1 ARCHITECT SELECTION AND APPROVAL

1. Select a licensed Architect.
2. Any unlicensed designer, engineer, or draftsman must complete the following items:
    a. Personal interview with the Committee
    b. Submission to the Committee of Letters of recommendation
    c. 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.
3. 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)

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

STEP 3 PRELIMINARY DESIGN SUBMITTAL AND PRELIMINARY APPROVAL

1. Submit one (1) pdf set of the following:
    a. Site Plan with topography, building envelope, etc.
    b. Survey with boundaries, topography, and terrain features (Have surveyor obtain the building envelope from the Committee)
    c. Floor Plans
    d. Exterior Elevation Plan including building heights, grade, etc.
    e. Area Calculation Plan (detailing net livable and gross total areas)

f. Model (physical or digital in a Committee-approved format, per Section 7)
g. Supplemental Drawings, Documents, etc. requested in the Pre-Design Conference

2. 3D Model in SketchUp format
3. CAD drawings of the floor plans in dwg format (calculate the Design Review Fee)
4. Submit complete Design Review Application Form (if not previously submitted)
5. Pay the Design Review Fee in full (credit card or check to: The Promontory Conservancy)
6. Receive Committee Preliminary Approval and submit Final Plans within 1month

STEP 4 FINAL DESIGN SUBMITTAL AND FINAL APPROVAL

1. Submit one (1) pdf sets of the following:
   a. Site Plan
   b. Floor Plans
   c. Roof Plans
   d. Building Section Plan
   e. Exterior Elevation Plan
   f. Area Calculation Plan (detailing net livable and gross total areas)
   g. Staking Plan
   h. Construction Site Plan and Construction Schedule
   i. Complete Construction Documents
   j. Landscape Plan with Legend
2. Receive Committee Final Approval and complete proper steps to commence construction within 12 months.
3. If Exterior Materials, Colors, Glass and Lighting Specifications have been deferred, receive Committee pre-approval during construction, prior to installation.

STEP 5 PERFORMANCE DEPOSIT AND PERFORMANCE DEPOSIT AGREEMENT

1. Pay the Performance Deposit in full to the Conservancy.
2. Complete the two-part Performance Deposit Agreement and deliver such to the Conservancy.
3. Print Committee-stamped Final Plans for deliverance to the County.

STEP 6 SUMMIT COUNTY COMPLIANCE

1. Print and deliver two (2) sets Committee-approved and stamped Final Plans to the Summit County Community Development Department and apply for and receive a County Building Permit.
2. Receive any other County-required authorization necessary for Homesite Construction.

STEP 7 PRE-CONSTRUCTION CONFERENCE

1. Prior to any construction on the Homesite, Builder meets with a Committee representative on Site and completes the following:
    a. Review construction procedures and proper compliance/maintenance requirements.
    b. 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.
2. 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.).
3. Ensure proper installation of L.O.D. fencing prior to construction.

STEP 8 COMMENCEMENT OF CONSTRUCTION

1. Within one (1) year from the time Final Approval is issued by the Committee, commence construction on the Site.
2. 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:
    a. Proper L.O.D. fence and signage installation
    b. Breaking ground
    c. Grading
    d. Framing Inspection(s)
    e. Four-way inspection(s)
    f. Installation of final roof material

3. 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

1. Submit to the Conservancy a properly completed Letter of Certification (attached as Appendix D) certifying:
    a. All improvements to the Homesite are complete and in compliance with Committee approved and County-authorized Plans,
    b. All Design Review Fee(s) have been paid to the Conservancy,
    c. Proper clean-up has been completed on and around the Homesite (and any other place which has been altered during construction),
    d. All required landscaping improvements are complete in accordance with the Approved Plans,
    e. 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

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

APPENDIX B - DESIGN REVIEW APPLICATION FORM

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

HOMESITE LOCATION

LOT #, SUBDIVISION

STREET ADDRESS

OWNER NAME

OWNER/OWNER'S AGENT INFORMATION

NAME

MAILING ADDRESS

CITY STATE ZIP

EMAIL ADDRESS

ARCHITECT / PRE-APPROVED DESIGNER

ALL APPLICANTS MUST CHECK ONE OF THE FOLLOWING:

o LICENSED ARCHITECT

o 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:

o LICENSED AND INSURED

o CONTRACTOR

COMPANY & BUILDER NAME

MAILING ADDRESS

CITY STATE ZIP

PHONE

FAX EMAIL

HOME AREA CALCULATIONS

COLOR SPECIFICATIONS

NET LIVABLE AREA

BUILDING COLOR NAME & NUMBER

GROSS TOTAL AREA

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 C - 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 _____, of _____ Subdivision in Promontory (the "Lot"), hereby deposit with the (circle one) Promontory Conservancy Agent, on behalf of the Declarant and the Conservancy Board of Directors, and 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 Wire.

Executed on this _____ day of _____, 20____ .

OWNER

_____

_____ (printed name)

Permanent Address:_____

PROMONTORY CONSERVANCY AGENT

_____

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

NOTICE OF VOLUNTARY LIEN

On_____, 20_____, the undersigned (hereinafter the "Owner"), who owns Lot _____, of _____ 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) 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 TEN THOUSAND DOLLARS $ 10,000.00 (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 the 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 _____, 20____.

"OWNER(S)" _____ _____

STATE OF _____

COUNTY OF _____

On this _____day of_____, 20_____, 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 D - 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 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: _____