

**ARCHITECTURAL GUIDELINES**  
**PREPARED FOR**  
**CALIFORNIA SUMMIT ASSOCIATION**

# CALIFORNIA SUMMIT ASSOCIATION

## ARCHITECTURAL GUIDELINES

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**1. PURPOSE**

As set forth in the Declaration of Restrictions, the Architectural Review Committee is vested with the power to review, approve, or disapprove all improvements to residential Lots and Dwellings for California Summit Association. Such improvements include, without limitation, additions, modifications and alterations to residential Dwellings, signs, fences, walls, landscape, screens, patios, and patio covers, window treatments, air conditioning units and attic fans, and any other modifications to the exterior of a Dwelling or other improvements or alterations to your home or property.

The Architectural Review Committee does not seek to restrict individual creativity or personal preference, but rather to help assure a continuity in design which will help preserve and improve the appearance of the Community and enhance the property values of all Owners in the Community.

The Architectural Review Committee shall be comprised of three members. Members of the Architectural Review Committee shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. The Architectural Review Committee has the right to retain architects or other construction specialists as may be necessary to perform its duties.

Prior to the commencement of any addition, alteration or construction work of any type on any residential Lot and Dwelling in California Summit Association, you must first make application to the Architectural Review Committee for approval of such work. Failure to obtain approval of the Architectural Review Committee may constitute a violation of the Declaration of Restrictions affecting your home. Any may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the County of Orange, or other governmental agencies prior to the commencement of any work. Neither the Architectural Review Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Review Committee approval.

**II. GUIDELINES**

**A. Submission Procedure and Requirements**

- 1) All requests ("Requests") for Architectural Review Committee approval are to be made on the standard California Summit Rome Improvement Form (Exhibit A).
- 2) Submission of Requests. All Requests are to be made to the California Summit Architectural Review Committee:

3) Reasonable Fees. The Board of Directors, or the Architectural Review committee, may assess fees in an amount determined by the Board of Directors, or a reasonable fee equal to the costs of plan review per submission for review of plans and specifications required pursuant to these Standards.

4) Construction Drawings. Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.

5) Submission of Plans. Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form (Exhibit A), and the Facing, Adjacent, and Impacted Neighbor Statement (Exhibit B) along with the following information to the Architectural Review Committee to constitute a complete Application. Please mail this information to the address noted above in item #2. One (1) set will be returned to you after completion of the review. Incomplete packages will not be reviewed and will be subject to resubmission and the payment of additional submittal fees.

- a) Plot plan drawn to scale showing the following:
  - i) All proposed improvements and relevant elevations, together with the desired location of such improvements to dwelling units.
  - ii) Complete dimensions of the proposed improvements.
- b) Description of materials to be used, including the proposed color scheme. Samples should be provided.
- c) Grading plans (if applicable) where the established drainage pattern might be altered by the proposed improvements.
- d) Floor plans (if applicable) showing overall dimensions and area of improvements reflecting your preliminary design concept.
- e) Description of proposed construction scheduled.
- f) Landscape plan and working drawings (if applicable).
- g) Any other information or documentation deemed to be necessary by the Architectural Review Committee in evaluating your request.

B. Failure to Comply with Required Procedures.

Failure to comply with the requirements and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to the Architectural

Review Committee. An incomplete Application will not be reviewed and will be subject to resubmission and the payment of additional submittal fees.

C. Final Approval by Architectural Review Committee.

Decisions of the Architectural Review Committee and the reasons therefor shall be transmitted by the Architectural Review Committee to the applicant at the address set forth in the application for approval, within forty-five (45) days after receipt by the Architectural Review Committee of all materials required by the Architectural Review Committee. Any application submitted shall be deemed approved, unless written disapproval or a request for additional information or materials shall have been transmitted to the applicant within forty-five (45) days after the date of receipt by the Architectural Review Committee of all required materials.

D. Appeal

For so long as Declarants have the right to appoint and remove a majority of the members of the Architectural Review Committee, decisions of the Architectural Review Committee shall be final, and there shall be no appeal to the Board of Directors. When Declarants are no longer entitled to appoint and remove a majority of the members of the Architectural Review Committee the Board may, at its discretion, adopt policies and procedures for the appeal of the Architectural Review Committee decisions for reconsideration by the Board.

E. Enforcement

Failure to obtain the necessary approval from the Architectural Review Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Review Committee, may constitute a violation of the Declaration of Restrictions and may require modifications or removal of any work of improvement at your expense. Pursuant to the provisions of the Declaration, the Board shall have the right to record against your home a Notice of NonCompliance which shall identify the reason(s) for such notice. If necessary, the County of Orange will be contacted to assist in enforcement of this policy.

F. Violations

All Owners in California Summit Association shall have the right and responsibility to bring to the attention of the Architectural Review Committee, any violations of the Standards set forth herein.

G. Inspection

Within sixty (60) days after notice of completion, the Architectural Review Committee or its duly authorized representative may, at any time, inspect any work for which approval of plans is required. This right to inspect shall include the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the approved plans or with the requirements of the CC&R's.

### III. NOTICE OF COMPLETION

Upon completion of any work for which approval has been given the Owner shall submit written notice of completion (Exhibit C) to the Committee. The Committee's right to inspect the work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after completion of the work as provided in the Committee-approved plans and receipt by Committee of written notice from Owner to the Committee that the work has been completed. This time limit for inspection and notification by the Architectural Committee shall be extended indefinitely if any of these conditions has not occurred.

If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify their owner in writing of such noncompliance within this sixty (60) day period and require the Owner to correct the matter. If the Committee fails to send a notice of Noncompliance to an Owner before this time limit expires, the work shall be deemed to comply with the approved plans.

If an Owner fails to remedy any Noncompliance within sixty (60) days from the date of notification from the Architectural Committee, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

### IV. VARIANCE

The Architectural Review Committee may authorize variances from compliance with any of the architectural provisions of the Covenants, Conditions and Restrictions, including without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by a majority of the Architectural Review Committee, approved by the Board of Directors and shall become effective upon Recordation. If such variances are granted, no violation of the Covenants, Conditions and Restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the ten-ns and provisions of the Declaration for any purpose except to the particular property and particular provision covered by the variance.

### V. ARCHITECTURAL STANDARDS

#### A. Structural or material additions or alterations.

Exteriors of any building shall conform to the material, colors, character and detailing as established on existing Lots and Dwellings within California Summit.

- 1) Structures in this section shall conform to the original structural character of the existing Dwelling.
  - 2) No second-hand materials shall be used in the construction of any building or other structure without prior written consent of the Architectural Review Committee.
  - 3) Patio sun shades, arbors, trellis and gazebo structures shall be of wood construction only, with the exception of vertical supports which may be of stucco or masonry. All sun shades, arbors, trellis and gazebo structures shall be approved by the Architectural Review Committee.
  - 4) Structures in this section shall have either flat or shed roofs, or a form consistent with the existing roof lines.
  - 5) Structures under this section will be stained or painted to match or be complimentary with colors used on its appurtenant Dwelling.
  - 6) In designing this addition, intrusion upon a neighbor's privacy, or the passage of light or air to a contiguous Lot of Dwelling, shall be kept to an absolute minimum.
- B. Front Yard Landscaping and Other Related Improvements. The owner of each Lot shall complete the installation of landscaping on the front yard of his/her Lot, in accordance with a plan approved by the Architectural Review Committee, within six (6) months after the Close of Escrow for the sale of such Lot from the Declarant. Each Owner shall obtain all permits necessary and shall comply with all requirement of the County of Orange. No Owner shall further landscape or otherwise improve any Common Area or Common Facilities owned and maintained by Aliso Viejo Community Association or California Summit Aliso Viejo Association.
- C. Drainage and Fill. There shall be no interference with the established drainage patterns over any Lot, Common Area or Community Facilities, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee.
- D. Outside Installations No radio station or shortwave operators of any kind shall operate from any Lot or Dwelling Unit unless approved by the Architectural Review Committee. No exterior radio antenna, C. B. antenna, television antenna, earth receiving station, satellite dish, or other antenna of any type shall be erected or maintained in the Properties unless approved by the Architectural Review Committee. No patio cover, wiring, or air conditioning fixture, water softeners, or other devices shall be installed on the exterior of a Dwelling Unit or be allowed to protrude through the walls or roof of the Dwelling Unit unless prior written approved from the Architectural Review Committee is obtained.
- E. Fences and Walls. No fence or wall shall be erected, altered or maintained on any Lot in the Properties, except with the prior written approval of the Architectural Review Committee. Any wall which is constructed with the prior written approval of the Architectural Review Committee in the rear portion of a Lot on or adjacent to a slope which rises above the plane of the Lot, must contain an adequate number of weep holes or other openings to allow water to drain across such Lot to the street and to prevent forcing water to run onto another Lot in the properties.

- F. Gutters and Downspouts No gutter, downspouts or scuppers to control water shed from roofs shall be installed without prior approval of the Architectural Committee. Such improvements shall be primed and painted to match the surface color of its appurtenant Dwelling.
- G. Flagpoles The installation of flag poles shall be subject to review by the Architectural Review Committee.
- H. Water Supply Systems No individual water supply system, sewage disposal system, or water softener system shall be permitted on any Lot in the Properties unless such system in is designed located. constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water district, the County of Orange, the Architectural Review Committee, and all other applicable governmental authorities.
- I. Basketball Standards Free standing backboards in back yards or side yards must be reviewed by the Architectural Committee prior to installation. No attached backboards shall be allowed.
- J. Portable Free – Standing Basketball Backboards Portable, free - standing basketball backboards are permitted, provided that they are removed on a daily basis and when not in use. In no event shall such portable free - standing basketball backboards be visible from any street, sidewalk, or Community Property when being stored while not in use.
- K. Window Coverings Only curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, paint, newspaper or similar covering deemed to be inappropriate for a window covering by the Architectural Review Committee shall be applied to the windows or doors of any Dwelling.
- L. Skylights and Other Solar Energy Equipment Each Owner may install a solar energy system on his/her Lot which serves his/her Dwelling Unit so long as (1) the design and location of the solar energy system meets the requirements of applicable zoning district ordinances and the County of Orange Building Code and associated ordinances, and (2) said design and location receives the prior written approval of the Architectural Review Committee.
- M. Unightly Items All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, air conditioners, water softeners, storage areas, machinery and equipment shall be prohibited upon a Lot unless obscured from view of adjoining streets, lots, alleys, community facilities or Common Areas.



- N. Equipment and Storage Sheds No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be installed or used on any Lot at any time, temporarily or permanently.
- O. View Obstructions. Each Owner acknowledges that any construction or installation by a Declarant may impair the view of such Owner and hereby consents to such impairment. No other improvement or obstruction shall be constructed, planted or maintained upon any Lot in such location or of such height as to unreasonably obstruct the view from any other Lot in the vicinity. Any item or vegetation maintained upon any Lot which item or vegetation is exposed to the view of any Owner, shall be removed or otherwise altered to the satisfaction of the Architectural Review Committee if it determines that the maintenance of such item or vegetation in its then existing state is contrary to the purpose or provision of the Declaration. If an Owner fails to perform necessary pruning, trimming, or thinning, the Association shall have the right, after Notice and Hearing, to enter upon such Lot for the purpose of performing such work.
- P. Painting. Any Improvement may be repainted without Architectural Review Committee approval so long as the Improvement is repainted the identical color which it was last painted and further no change to the exterior color of any Improvement which denotes from the colors approved by the Aliso Viejo Planning Committee shall be commenced or maintained without the prior written consent of the Architectural Review Committee.
- Q. Right to Adopt Additional Architectural Standards. The Architectural Review Committee may, from time to time, adopt and promulgate additional Architectural Standards to be administered through the Architectural Review Committee. Copies of such additional Architectural Standards, together with any rules and regulation adopted shall be on file at the office of Action Property Management, Inc.

## VI. GENERAL CONDITIONS

1. California Summit Association Architectural Control approval does not constitute waiver of any requirements required by applicable governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and California Summit Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals as to aesthetics. All technical and engineering matters are the responsibility of the Lot owner.
2. An oversight of a Covenant, Condition or Restriction or a Committee policy does not constitute waiver of that rule and therefore, must be corrected upon notice.
3. County of Orange ordinances require homeowners to maintain correct grades of Lots so that water drainage does not flow into adjoining properties or does not prevent off flow from same. Approved plans are not to be considered authorization to change the drainage plan as installed by the developer and approved by the County of Orange.

4. Access for equipment used in construction must be through your property only. Access over Community Property will not be permitted without prior approval from the Architectural Committee.
5. Streets may be not obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks or Community Property.
6. Building permits may be required for certain improvements from the County of Orange.
7. Any damage to California Summit Association Community Property will be replaced or repaired by a California Summit subcontractor. All applicable charges for restoration will be charged back to the homeowner by California Summit Homeowners Association and is due and payable within 30 days from notification or assessment of penalties.
8. No Improvement may be installed, constructed, or planned in such a manner that the Improvement extends or grows beyond the boundaries of the lot except privacy trees may extend beyond the boundaries of a lot if approval by Committee is obtained.
9. Approval of plans is not authorization to proceed with improvements on any property other than the Lot owned by the applicant.