

ARCHITECTURAL STANDARDS

ALTEZZA AT NEWPORT COAST HOMEOWNERS ASSOCIATION

Questions Regarding the Content of these Guidelines Should be Directed to:

KEYSTONE PACIFIC PROPERTY MANAGEMENT, INC.  
16845 VON KARMAN, SUITE 200  
IRVINE, CA 92606  
(949) 833-2600

Dear Altezza Homeowner:

Welcome to your new home in the Altezza community! These Architectural Guidelines are designed with the goal of maintaining the aesthetic beauty of the Altezza community. Prior to making any exterior change to your home, you must first submit a complete architectural application to the Architectural Review Committee for review and approval. After receiving approval from the Committee or "ARC", you may install your yard improvements.

Please review these "Guidelines" prior to completing your application form to ensure your submittal is complete. If at any time you have any questions regarding the review process, please contact your management representative.

## **PURPOSE AND POLICIES**

The goal of these Guidelines is to preserve and enhance the beauty of the community and to assist the Association Member in the design of plans in agreement with this goal. The ARC shall make decisions regarding any external change or alteration on behalf of and for the good of the community as a whole. Any change not specifically addressed or outlined in these Guidelines will become a matter of reasonable discretion on the part of the ARC. In the event of a conflict between this document and the Covenants, Conditions and Restrictions (CC&R's), the CC&R's shall control.

## **COMMITTEE ROLE**

**SCOPE:** All exterior alterations, additions or changes to any structure or to the landscape of any Lot , must be submitted to the ARC for approval prior to any installation or commencement of construction.

The above mentioned changes include, but are not limited to, walls, arbors, decks, gazebos, fences, pools, spas, landscaping, room additions, etc.

**FAILURE:** Work commenced before architectural plan approval is subject to removal at the cost of the homeowner if subsequently deemed unacceptable by the ARC.

**DEVIATION:** If landscape or any Improvements (hereinafter collectively referred to as "Improvements") have been constructed or installed in a manner which deviates from the plans that were approved, the ARC may make recommendations for changes. If those changes are not complete within forty-five (45) days the matter will be turned over to the Board of Directors to take appropriate remedial action in accordance with the CC&R's.

## **SUBMISSION OF YOUR ARCHITECTURAL APPLICATION**

Your application should be sent to:

Altezza Architectural Review Committee  
c/o Keystone Pacific Property Management, Inc.  
16845 Von Karman, #200  
Irvine, Ca 92606

### **When Should I Submit My Architectural Application?**

Section 10.18 of the Covenants, Conditions and Restrictions (CC&R's), requires that each unit Owner install landscape on all portions of his Condominium which constitutes a Patio as designated on the Condominium Plan within one hundred eighty (180) days after close of escrow. In order to meet this deadline, it is recommended that your application be submitted within three months after you close your escrow.

### **What Should My Plan Include?**

Your plan should be drawn on an 8 1/2 x 11 sheet of paper, or a formal plan may be submitted. Your plan should detail what you are proposing to install. The following are examples of items your plan should include. Review the below as you are drawing your plan and detail those items as applicable to your individual Improvement desires. All submissions must be made in duplicate.

1. Type, location and size of shrubs or trees. Include the maximum height at maturity. Be sure to consider the proximity of the building structure and eaves when considering the location of proposed trees.
2. Complete dimensions, or exterior elevations, of the proposed improvements. Be sure to include maximum height of patio covers. Also type of material to be used. Show all dimensions on work to be considered. Include distances between existing and proposed work and setback of proposed work from property lines.
3. Color scheme of end product.

PAGE 2

## ARCHITECTURAL GUIDELINES

4. Plotted location of sprinklers, drains, trees, shrubs, patios, patio covers, barbecues, pools/spas and associated equipment, and any other structures.
5. Street address, lot number, name and day/evening phone numbers.

### **When Can I Expect My Application To Be Returned?**

The Covenants, Conditions and Restrictions provide for a forty five (45) day response time. Although it is likely your application will be reviewed and returned well under the forty five days provided for in the CC&R's, it is a good idea to anticipate this time frame when planning to make your submittal.

### **Submittal To The City.**

Upon obtaining the written approval of the ARC, the Owner shall thereafter submit plans and specifications to the City if the proposed Improvements require the issuance of a buildings permit or other City approval.

### **After Receipt of Approval, When Must I Complete My Installation?**

Upon receipt of approval from the ARC, you will have forty five (45) days to complete those items shown on the approved plan.

### **Submittal of "Notice of Completion" Form**

After completing construction, submit the "Notice of Completion" form (pg. 3 of the application). Please attach a photo of the completed work to the "Notice of Completion" form and submit to the ARC. If you prefer, you may also contact the Architectural Review Department to schedule an appointment with a representative. This form must be filed with the ARC within thirty (30) days of final completion of your construction.

## **GENERAL GUIDELINES:**

### **Patio Covers.**

No patio cover shall be constructed other than in accordance with the specifications, including the identical materials, elevations, measurements, height and colors, as set forth in Exhibit "A" attached hereto.

PAGE 3  
ARCHITECTURAL GUIDELINES

Screen Doors.

Screen doors will be approved on an individual basis.

Outdoor Furniture.

Outdoor furniture shall be complementary to the exterior color scheme of the buildings. Furniture in a state of disrepair, (i.e. torn cushions, rusting frames, faded or torn umbrellas), is specifically prohibited.

Window Tinting.

Window tinting requests will be considered by the ARC. However, mirror finishes will not be approved. **NOTE:** Most failures of dual-glazed units are due to "moisture" condensation that can be traced to the presence of tinted film on the inside of the glass. The deflection caused by the tinted film creates heat build-up and consequent expansion within the airspace of the dual unit, and destroys the butyl seal. Water vapor is thus admitted, and condenses between the planes. In addition, cracking of the window panes may occur.

Neither the window manufacturer or Taylor Woodrow will be responsible for replacement of dual glazed windows should window tinting be applied.

House Numbers.

House numbers shall be uniform. House numbers other than those originally installed by the Developer, or those approved for the entire association by the Board of Directors, will not be permitted.

Lighting.

Exterior lighting must be low voltage (12v). Higher voltage lighting will be approved if it is not directed or if it is placed so that it does not create an annoyance to the neighbors as determined by the ARC.

Antennas.

No television, satellite dish, radio, or other electronic antenna or antenna device of any type, or other electronic broadcasting and receiving devices shall hereafter be erected, constructed, placed or permitted to remain on the Covered Property, unless and until the same shall have been approved in writing by the Architectural Committee, or unless the same be totally contained within a building or underground conduit.

PAGE 4  
ARCHITECTURAL GUIDELINES

Signs.

Without the prior written consent of the ARC, no signs, posters or displays shall be shown or displayed on a Lot excepting one sign of customary and reasonable dimensions which states that the premises are "for sale" or "for rent". No signs may be located in the Common Area of the Association.

Window Coverings.

Windows can be covered only by drapes, shades, blinds or shutters and cannot be painted or covered by aluminum foil, cardboard, or other similar materials.

Drainage.

Each Owner agrees for himself and his successors in interest that he will not in any way interfere with the established drainage pattern over his Lot, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred at the time the overall grading of the Covered Property was completed by the Declarant. Alteration of said established drainage can cause trapped water, which may result in the shifting of and damage to the foundation of an Owner's Residence and neighboring Residences. Homeowner's are strongly advised to consult landscape architects and/or qualified civil engineers or contractors for advice prior to the installation of yard landscaping or any alteration to the drainage pattern.

Temporary Structures.

No structure of a temporary character, trailer, tent, shack, garage, shed, barn or other out-building shall hereafter be used on any Lot at any time, either temporarily or permanently.

Association Common Area Landscaping.

The areas outside of your patio space are Association maintained areas and under no circumstances are you permitted to alter, adapt or encroach into these areas. All patio area landscaping is to be installed by the unit owner.

ARCHITECTURAL GUIDELINES

Nonliability for Approval.

Plans and specifications are not approved for (a) engineering design, (b) compliance with zoning and building ordinances, and other applicable statutes, ordinances or governmental rules or regulations, (c) compliance with the requirements of any public utility, (d) any easements or other agreement, or (e) preservation of any view and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association, the Owner, the board nor Declarant, nor agents, employees, attorneys or consultants of any of the foregoing, assume liability or responsibility therefor, or for any defect in any Improvements constructed from such plans and specifications for any obstruction or impairment of view caused or created as the result of any Improvements approved by the Architectural Committee.

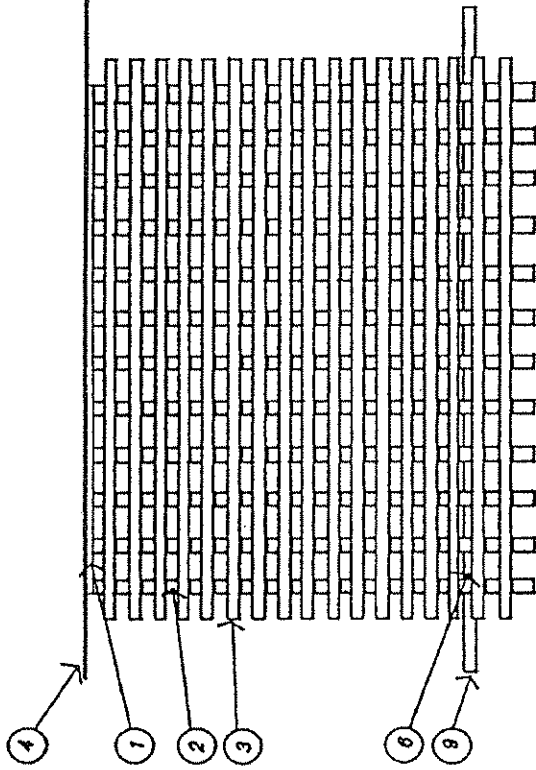
EXHIBIT "A"  
PATIO DESIGN GUIDELINES

ALTEZZA  
NEWPORT COAST

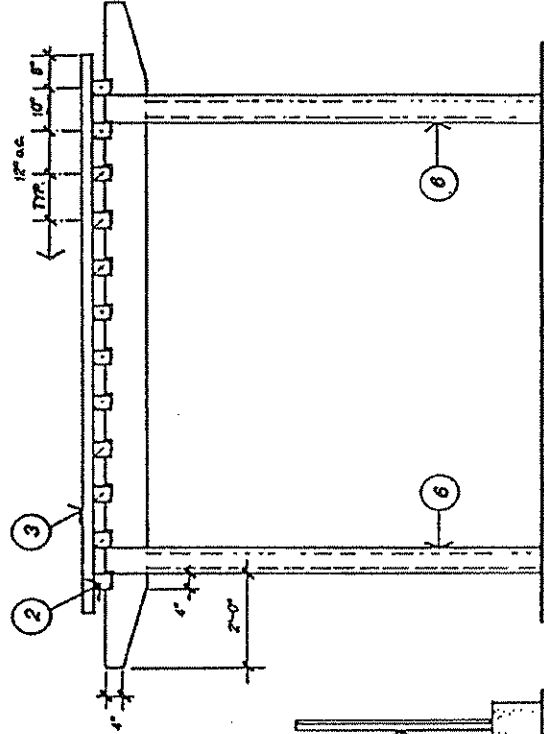
TAYLOR WOODROW HOMES



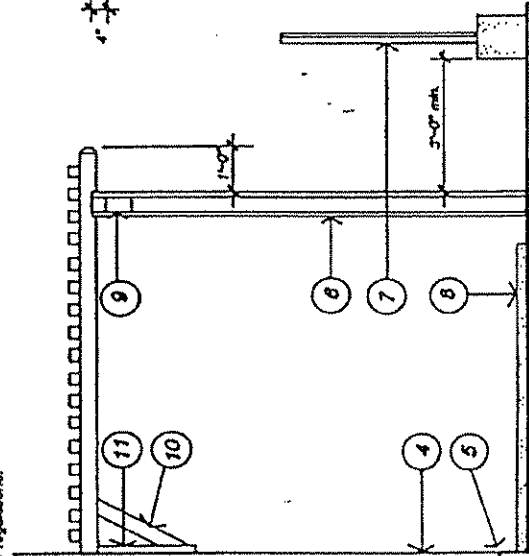
Project Name: ALTEZZA  
 Project Number: 1000000000  
 Date: 01/15/10  
 Drawn By: [Name]  
 Checked By: [Name]  
 Approved By: [Name]



PLAN VIEW



ELEVATION VIEW



SECTION VIEW

LEGEND

1. 2 X 4 ledger against building wall. Hang 4 X 4 from ledger with galvanized metal joist hanger. Paint hanger to match wood structure. Provide waterproofing between ledger and building wall. Provide blocking where arch trim occurs.
2. 4 X 4 joist at +/- 2' o.c. 1/4" chamfer at ends. Notch 1/2" at beam.
3. 3 X 3 at 12" o.c. overhanging 5" typical.
4. Building wall window or slider.
5. Sliding door threshold, where occurs.
6. 4 X 4 post with 2 X 6 plumb-on trim as shown. Waterproof below ground portion of post. Provide concrete footing.
7. Existing patio wall.
8. Patio paving.
9. 4 X 8 Beam. Finish end as shown.
10. 4 X 4 bracket - occurs at 2 places. Align with posts.
11. 2 X 4 brace.
12. Ledger against building wall. See note 1 for hanger requirements.

NOTES

All wood to be re-sawn douglas fir. Paint to match wood on trills on architecture.  
 Patio size and configurations vary. This drawing represents a typical condition and standard design elements.  
 Where room permits, freestanding overhangs may be allowed. Construction to be similar to detail with the 4 X 4 posts w/ plumb-ons and 4 X 8 beam to be repeated at opposite side.  
 Framing member spans and concrete footing construction shall conform to all local codes and regulations.

#### Required Attachments and Design Specifications

Please include the following information with the Home Improvement Application:

A. Three (3) complete sets of plans, (two sets to remain on file with Association) with the following information:

1. Plan prepared at 1/8" = 1'- 0" or 1/4" = 1'- 0" scale with north arrow and date of plan.
2. Location of residence on lot with property lines, existing perimeter wall features and adjacent dwelling units clearly illustrated.
3. Indicate measurements for location of improvements in relationship to homeowner's property line and perimeter wall.
4. Patio design flat work must maintain a minimum 18" wide planting border at view fence unless otherwise approved by Board. Wall or hardscape connections to view fence prohibited.
5. Flat work design shall maintain a 2" to 4" clearance below building stucco screed. Soil adjacent to building shall maintain a 4" clearance below building stucco screed.
6. Permanent structures such as barbecues, trellises, arbors, fountains, etc., must be set back from view fence a minimum 30" with a height not to be greater than fence line. Owners may encroach into this 30" zone if able to demonstrate adequate landscape screening from view, subject to Board approval.
7. Provide description of hardscape materials including fencing and color scheme of proposed materials (attach color sample). Provide details, pictures and/or cross sections of permanent structures such as fountain, entertainment counter, spa and related amenities to obtain approval.
8. Plans must encompass hardscape, proposed drainage system (including drainline connections), location of existing area drains and lighting (if applicable).
9. Provide plant material location and legend with installation size and quantities called out.
10. Plant selection is based on the approved planting palette included in the Architectural Guidelines. All palms except *Phoenix roebelenii* are prohibited. Designers may submit other plant selection for review and approval.

B. Complete Home Improvement Application (this form).

C. A fee of \$150.00 is required for the Architectural Review.

Make complete submittals to:

Altezza at Newport Coast Homeowners Association  
c/o Keystone Pacific Property Management, Inc.  
16845 Von Karman, #200  
Irvine, Ca 92606

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

MESERVE, MUMPER & HUGHES  
18500 Von Karman Avenue  
Suite 600  
Irvine, California 92715  
Attn: Timothy L. Randall

9450947-9B

DOC # 94-0702781  
08-DEC-1994 08:00 AM

Recorded in Official Records  
of Orange County, California  
Lee A. Branch, County Recorder  
Page 1 of 10 Fees: \$ 32.00  
Tax: \$ 0.00

(Above Space for Recorder's Use Only)

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
REGARDING FLOORING

This Supplementary Declaration of Covenants, Conditions, and Restrictions Regarding Flooring (the "Declaration") is made this 10<sup>th</sup> day of Nov., 1994, by TAYLOR WOODROW HOMES CALIFORNIA LTD, a California corporation ("Declarant").

R E C I T A L S

A. Declarant is the owner of that certain real property located in the County of Orange, State of California, more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Burdened Property"); and

B. Declarant desires to restrict the type of flooring which may be placed in portions of the Property and to otherwise subject the Property to the terms, conditions, covenants, and restrictions as set forth herein.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Restrictions re Flooring. Declarant hereby agrees that no hard-surfaced flooring such as wood, tile, marble, linoleum, or other similar surfaces shall be placed within the Property in any of the locations as shown on Exhibit "B", attached hereto (the "Restricted Areas"). Further, flooring in the Restricted Areas shall be limited to carpeting utilizing padding of not less than four (4) pound weight and of a thickness of not less than 3/8 inches.

2. Benefitted/Burdened Property. The covenants and restrictions contained herein shall run to the benefit of that certain Property more particularly described on Exhibit "C", attached hereto (the "Benefitted Property") and shall burden the Burdened Property. Each owner of the Benefitted Property, and their successors and assigns, shall have the right of action against any owner of the Burdened Property and their successors and assigns to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, and reservations imposed by this Declaration, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation. The result of every act or omission where any provision, conditions, restriction, or covenant contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by any party entitled to enforce this Declaration. Such remedies shall be deemed cumulative and not exclusive.

3. Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

4. Notices. Any notice to be given to a party hereto under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee, at the address of the Benefitted Property or the Burdened Property, as the case may be, and placed in the first-class, U.S. mail, postage prepaid, return receipt requested. Notice to owners of the Benefitted Property and Burdened Property shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee. In the case of co-owners, any such notice may be delivered or sent to any one of the co-owners on behalf of all co-owners and shall be deemed delivery on all such co-owners.

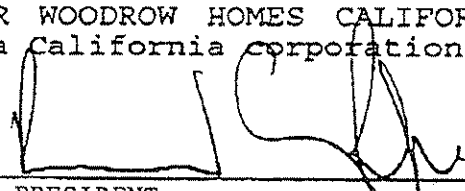
5. Effect of Declaration. This Declaration is made for the purposes set forth in the recitals to this Declaration and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, and regulations applicable thereto.

6. Dispute Resolution. Any controversy, dispute, or claim whatsoever arising out of, in connection with, or in relation to the interpretation, performance, or breach of any of the provisions of this Declaration including, without limitation, the

validity, scope and enforceability of this arbitration provision, shall be settled at the request of any party thereto by a general reference conducted in the County of Orange by a judge pro tem, appointed pursuant to the provisions of California Code of Civil Procedure Sections 638(1), et seq., as they may be amended from time to time, who shall be a retired judge of the Superior Court of the State of California. The referee shall follow all of the statutes and rules applicable in a proceeding before the Superior Court of the State of California for the County of Orange, including without limitation, the statutes and rules pertaining to discovery. If the parties cannot agree upon a referee, one shall be appointed by the presiding judge of the Orange County Superior Court from among the court's list of retired judges of the Superior Court.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

TAYLOR WOODROW HOMES CALIFORNIA LTD, a California corporation

By:   
Its: PRESIDENT

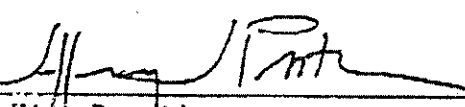
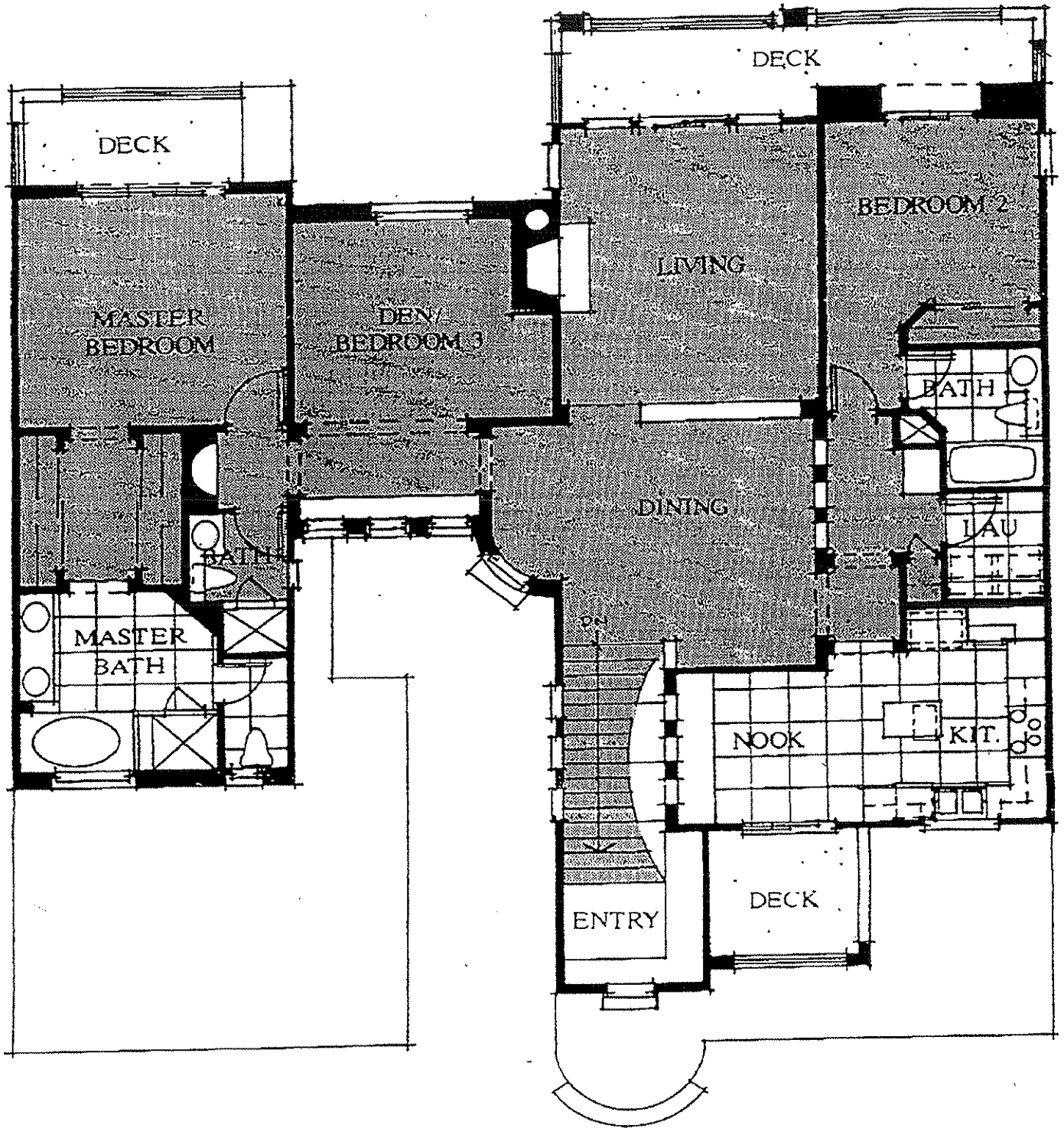
By:   
Its: Vice President

Exhibit "A"

THE BURDENED PROPERTY

UNIT 22, AS SHOWN AND DESCRIBED ON THE CONDOMINIUM PLAN RECORDED AUGUST 25, 1994 AS INSTRUMENT NO. 94-0525620 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

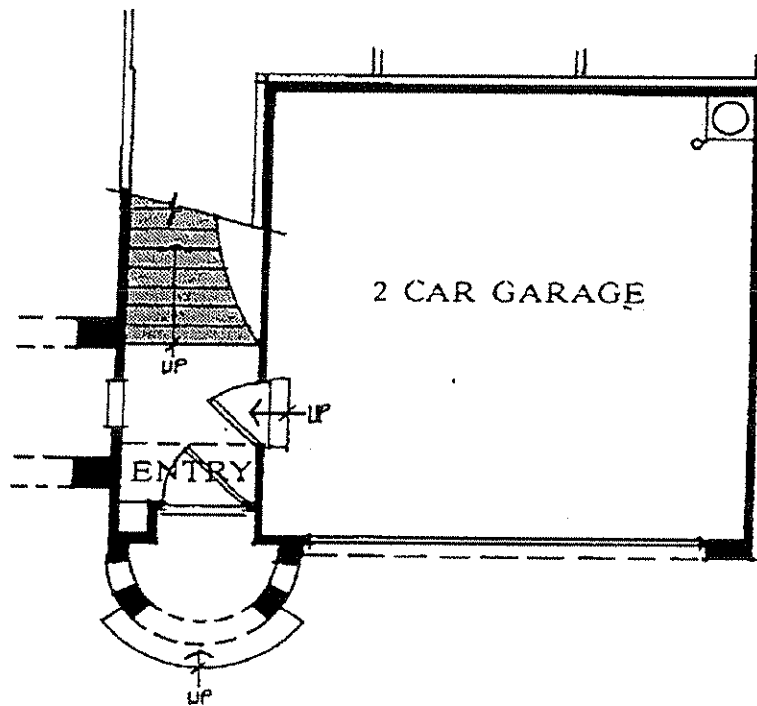


Shaded area represents areas restricted from hard surface flooring

PLAN B

Exhibit "B"

THE RESTRICTED AREA



Shaded area represents areas restricted from hard surface flooring

PLAN B