

**DE LUZ RANCHOS ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE**

Dear Property Owner:

The enclosed package contains an application form and Building Construction Standards Agreement to be executed by you and returned to us for approval of the improvements you wish to make on your property. It is emphasized that the following guidelines are required by our CC&Rs:

1. There is a minimum setback for all structures of 75 feet from front lines and 50 feet from side and rear property lines.
2. Fencing is excluded from the above setback requirements but must be approved. Maximum height is 6 feet and chain link fences are to be screened by approved landscape plantings on common roads or easements. Fences using "T" metal posts with any type of are not approved. Chain link fencing must be planted with vines, shrubs or other plantings approved by the ACC. These plants will be one gallon size and planted no more than 3 feet apart. The plants must be irrigated and fully cover the fence within two years.
3. New homes must be single-family residences containing at least 2,500 square feet of living area. Roofing shall be of slate, copper or clay tile or manufactured fireproof material having the appearance of one of the approved materials. However, composition shingles are not an approved alternative.
4. Auxiliary buildings may include a guest cottage, a barn or workshop and separate, fully-enclosed garage. All accessory buildings shall conform in architectural design to the primary residence.

Please be advised that grading plans must be submitted to the ACC for review prior to grading taking place. In cases where extensive grading will be done, a refundable deposit will be required and returned to you when disturbed slopes are planted and other erosion control measures are in place. Prior to clearing property whether for a grove or other purposes, the ACC must be notified and a deposit may be required to assure that the land is planted in a timely manner with erosion controls in place. Said deposit will be returned upon inspection by the Committee.

PROCEDURE

1. Two sets of plans are required. One set will be signed off and returned to you. One set will remain on file with the HOA. The pages the Association requires are: Floor Plan, Elevations and Footprint. Do not submit a full working set of plans. Submitted plans require county approval.
2. Include a preliminary landscaping plan or if available full landscaping plan. Also show any fencing or entrance gate that will be incorporated into the project.
3. Color samples should include the stucco or siding color, trim color and roofing type and color. These may be samples from your brochures. Include description or photo of any distinctive architectural features.
4. See Exhibit "A" for the correct fee and deposit amounts to accompany the application. Application is not approved until all fees are paid. Performance Deposit is refundable when the project is completed and inspected by ACC member. You must contact us for an inspection before return of the deposit can be approved.
5. Grading plans along with the applicable fees must be submitted for approval before grading commences. The deposit will be returned when grading is completed and slopes have erosion controls in place.

Upon receipt of all the information requested along with appropriate fees, the committee will act promptly to process your request and vote on its approval at its next scheduled meeting or sooner. You will be advised within 30 days from the date of receipt by the association. **No construction may be initiated prior to final approval.**

If you have any questions or special requests, please contact our office at (951) 296-9030, or Eddy Rodriguez, ACC Chairman at 951-375-8530

**DE LUZ RANCHOS ASSOCIATION
BUILDING CONSTRUCTION STANDARDS AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between De Luz Ranchos Association, a California non-profit, mutual benefit corporation (hereinafter referred to as the "ASSOCIATION" and _____, owners of Property described as Assessor Parcel Number _____ (hereinafter referred to as "OWNER").

RECITALS

The Architectural Control Committee (the "COMMITTEE") of the Association has been established by the Declarations of Covenants, Conditions and Restrictions (hereinafter referred to as CC&Rs) to enforce the provisions of the CC&Rs and to approve/disapprove plans for buildings or other improvements within the Association.

Pursuant to the above, it is the duty and responsibility of the Committee to review proposed construction and improvements on subject property with the objective of maintaining the existing lifestyle, rural atmosphere and general compatible ambiance of the community. The Committee shall review plans and specifications as to the quality of workmanship and materials, harmony of exterior design and with neighboring structures, enhancement or detracton from the value of surrounding parcels and general aesthetic appearance.

NOW THEREFORE, it is agreed by and between the Association and Owner as follows:

1. Owner shall submit concurrently herewith an application for New Construction containing the information requested therein, before building plans will be considered for approval. Failure to provide all applicable information shall render the application invalid until such time as all the provisions have been satisfied. Specific documentation required is listed below:
 - a. SITE PLAN – Scaled map of the parcel (1"-20") or other acceptable scale, showing the location of existing and proposed structures, entry and driveways, fencing, swimming pools, patios and concrete walkways. The site plan shall also include County-approved grading plan and drainage provisions where applicable.
 - b. LANDSCAPING PLAN – Generalized landscaping to include groves and ground cover, trees, shrubbery, ponds or other appurtenances. Include with Grading Plan along with County required slope cover.

- c. BUILDING CONSTRUCTION PLAN – Residence, guest house or room addition plans shall be made by a duly licensed architect, engineer or building designer, specifying total living area exclusive of garage, decking or patios. Plan elevations shall show exterior design, color, and materials, and be accompanied by a full color board. This requirement applies as well to roofing, chimneys, decking and ornamental appendages. Roofing must be of fireproof shingle, concrete, slate or clay, and the manufacturer's specifications or a sample is required for materials other than clay or concrete.
 - d. SIGNED AND EXECUTED Building Construction Standards Agreement (this document).
 - e. A Performance Deposit which is fully refundable upon satisfactory completion of the project (less any and all fines imposed for non-compliance as shown on the attached "Exhibit A") and a non-refundable Plan Check Fee in the amounts shown on the schedule on "Exhibit A".
- 2. Owner agrees that the Performance Deposit shall be subject to payment of fines in accordance with "Exhibit A" attached hereto, including fines for non-completion in a timely manner. If, at any time the amount of the Performance Deposit submitted by the owner is charged for expenses, costs, fines or penalties or other reasons pursuant to this agreement to the extent that two thirds of the amount originally posted is used or applied, Owner agrees to immediately redeposit, upon notification by the Committee, an amount required to restore the original Deposit.
 - 3. Owner shall be responsible for advising all of its agents, contractors and employees of the Rules and Regulations of the Association, as well as the applicable provisions of this agreements, as set forth below:
 - a. All jobsites shall be maintained reasonably clean throughout the construction period.
 - b. Refrain from the use of adjoining or common property including right-of-ways for storage of materials or equipment, and refrain from grading other property without the written consent of the owner of said property and of the Committee.
 - c. Owner shall be responsible for the cost or repairing any damage to streets, curbs, gutters or drains in connection with and during the course of construction of the improvements.
 - 4. All plans and specifications must meet the requirements of the Riverside County Building and Safety Department, Soil conservation Department, Engineering Department and other relevant County offices and agencies. All County permits must be displayed on site during construction. Any

variance of County ordinance or regulation must also be approved in writing by the Committee.

5. Owner agrees to have in place erosion controls as required by the County of Riverside no later than October 15. This includes but is not limited to planting of graded slopes with appropriate ground cover, silt fences, sandbags, culverts, drainage devices and any other controls deemed necessary to prevent damage to adjoining properties and roads.
6. Owner acknowledges that certain violations of this Agreement, the CC&Rs and the Association's Rules and Regulations, may result in a "STOP WORK" order issued by the Committee, pursuant to which Owner agrees to immediately cease and desist all work on the project until the violation is corrected.
7. The Association shall have the right of entry upon any parcel during the course of construction. In the event that construction is interrupted for an extended period of time, in addition to the imposition of appropriate fines, the Association may at its sole discretion; either complete the work and remove any partially completed improvement. The cost of finishing incomplete work or of removal of same shall be charged to the Owner of the property and shall be deemed to be a special assessment against the property.
8. Owner acknowledges that if, prior to the date of execution of the Agreement, construction has begun causing the Association to issue a "Stop Work" order with respect thereto, the Association may at its discretion impose a fine in the amount set forth in Exhibit A, plus costs, for commencement of construction without approval. Such amounts shall be paid prior to the issuance of the Committee's final approval.
9. Owner further agrees that all primary buildings and other structures shall not detract from the real or aesthetic value of surrounding parcels or the community as a whole, as determined by the Committee. All secondary buildings, including but not limited to guest houses, barns, storage or maintenance structures and other facilities shall be architecturally compatible with the main dwelling. No plans for secondary buildings shall be submitted or approved prior to the submittal and approval of the primary dwelling.
10. The Committee reserves the right to require such additional information which it deems necessary to render a reasonable judgment for approval of submitted Application and plans. The stated purpose or use of any structure in the application must be adhered to, unless approved in writing by the Committee. In no event shall any structure be used for any purpose which is prohibited by the CC&Rs or by County regulation.
11. The Committee shall promptly and in good faith fulfill its obligations to review the plans submitted herewith, and to respond to the Applicant

within a maximum of 30 days after receipt of the required data described herein, along with this document signed and executed.

12. Both parties have read and acknowledge that they have read and agree to the terms and conditions as set forth herein. In the event of any dispute pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorney fees in connection with the terms of this Agreement. In no event shall this Agreement be deemed to contravene the terms and conditions of the CC&Rs.

DE LUZ RANCHOS ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE

BY: _____ TITLE _____

I agree to comply with the terms and conditions of this agreement, and hereby request approval for construction as set forth on the attached Application.

Owner

Date: _____

Owner

Date: _____

DE LUZ RANCHOS ASSOCIATION
Architectural Approval Application

EXHIBIT A

FEE SCHEDULE

	PROCESSING FEE (Non-Refundable)	PERFORMANCE DEPOSIT (Refundable)
1. New Residence	\$150.00	\$ 1,000.00
2. Guest house or other Outbuilding (Garage, barn, pool house, etc.)	100.00	400.00
3. Room Addition or Remodel	75.00	300.00
4. Trailer or Motor Home (Use during construction only)	50.00	400.00
5. Fencing	25.00	500.00
6. Storage Container (Use during construction only)	50.00	400.00
7. Landscaping and other improvements	50.00	300.00
8. Grading and/or clearing of property	100.00	1,000.00

NOTE: The above require Architectural Committee approval.

FINES PROCEDURE

The Board of Directors may impose fines up to a maximum of \$500.00 for violations of specific requirements of the Association CC&Rs, after a scheduled hearing. Owner will be notified of the hearing date, should it become necessary, after two written notices.

Revised 12/04

**DE LUZ RANCHOS ASSOCIATION
ARCHITECTURAL APPROVAL APPLICATION**

Date: _____

Applicant (Owner) Name: _____

Mailing Address: _____

Telephone Numbers: (____) _____

Assessor Parcel Number: _____

Street Address of Property: _____

Type of Improvement: _____

Total Living Area: _____ sq. ft.

Garage Attached _____

Architectural Style _____

Separate: _____

Exterior Materials & Color:

Siding: _____

Roof: _____

Chimneys: _____

Trim: _____

Estimated Start and Completion Dates: _____

The following Plans and Fees are included with application:

1. Site and Grading Plans
2. Floor Plans and Elevations
3. Color samples of exterior siding, roof & trim
4. Landscaping Plan
5. Plan Check Fee \$ _____
6. Performance Deposit: \$ _____

Contractor: _____

TO: Architectural Control Committee: You are hereby advised that the work described above is proposed and approval is requested. Attached are drawings of work submitted for approval as well as types of material, colors and other pertinent information to be used as indicated. We understand building permits for home improvements are required by the County of Riverside, or appropriate governing agency and the cost of the permits and subsequent inspection(s) will be borne by us.

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We acknowledge that all approved changes in the original design will be at our expense; that any and all damage to or relocation of existing sprinkler systems, swales and exterior landscaping or other damage resulting from the construction of the proposed improvements shall be at our expense and we agree to hold harmless De Luz Ranchos Association for the maintenance cost of same.

Furthermore, we agree to hold harmless De Luz Ranchos Association from any liability, damage and/or loss resulting from the construction or performance of the proposed modification, whether or not constructed pursuant to approved plans, drawings and/or specifications.

I have read the Construction Standards and agree to its terms.

Dated: _____

Signature(s) of Owner(s): _____

Return application by mail to:
c/o Ralston Management
28441 Rancho California Rd., Ste. 101
Temecula, CA 92590
or call Eddy Rodriguez, ACC Chairman
@ 951-375-8530

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For committee use only:

FURTHER INFORMATION REQUESTED: _____

Date requested _____ Date received _____

Decision:

Approved: _____ Rejected: _____ Date: _____

By: _____
Committee Member Print Name

By: _____
Committee Member Print Name