

**VERNACCIA VINEYARDS ASSOCIATION
(VVA)**

Architectural and Construction Standards

(Plan Application Agreements, Architectural and Guidelines, Conditions for Approval)

Prepared by
Vernaccia Vineyards Architectural Committee (VVAC)

C/O Vernaccia Vineyards Association

28588 Old Town Front Street #200

Temecula CA 92590

Dated March 22, 2007

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

Contents

Page #

Overview and Purpose Architectural Standards Plan Application Form

Architectural Standards

Plan Application Form

Requirement of Construction in Vernaccia Vineyards

Exhibit A “Selected CC & R’s”

Exhibit B “Signs”

Plan Construction Agreement

Architectural Review Checklist

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

OVERVIEW AND PURPOSE

The Vernaccia Vineyards Association (VVA) CC & R's require that plans for your new home and any improvements, including landscaping, swimming pools out buildings, sport courts, garages, etc. must be submitted to the Vernaccia Vineyards Architectural Committee (VVAC) for architectural review and approval prior to the start of construction.

Please review the VVAC Guidelines carefully prior to submission to be certain all requirements have been met.

SUBMISSION: ONLY A COMPLETE SUBMISSION WILL BE REVIEWED.

The following is required with your first submission:

Two (2) sets of this entire document (24) pages must be initialed and dated on each page and signed and dated where indicated.

Three (3) sets of plans dated and initialed on each page by the property owner(s). A non-refundable architectural review fee in the amount of five hundred dollars (\$500.00) for new home construction and two hundred and fifty dollars (\$250.00) for improvements, payable to Vernaccia Vineyards Association. Please include your lot and tract number in the memo area of the check. (Additional fees may be required if extensive or repeated reviews are needed).

Submit all application forms, agreements, plans and fees to:

Vernaccia Vineyards Association
Attn: Architectural Committee
28545 Old Town Front Street #203
Temecula CA 92590

APPROVALS: VVAC meets as required whenever complete plans are submitted if all application requirements are completed. You should receive a response within 30 days. You must have final approval from VVAC before submitting to the City of Temecula and the appropriate County agencies. VVAC, the City of Temecula and appropriate County agencies approvals **MUST** be secured **PRIOR** to grading or commencing with any works of improvement on your property.

When the VVAC approves plans for new construction, the VVA we must receive a \$5,000.00 deposit within sixty (60) days of plan approval. If not, the approval is null and void.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

CONSTRUCTION/DESIGN CHANGES: ANY changes you make in your plans or construction after the VVAC final approval must be submitted in writing, reviewed and approved in writing by the VVAC.

CONSTRUCTION: After final approval of working drawings, but prior to the start of construction, the owner(s) must do the following:

1. **CONSTRUCTION NOTICE:** VVAC must receive notice of the start of construction at least ten (10) days prior to commencement of any grading or work of improvement.
2. **CONSTRUCTION DEPOSIT:** The lot owner(s) is required to submit a five thousand dollar (\$5,000.00) non-interest bearing construction deposit to VVA, which is refundable, less any applicable offsets for imposed fines, fees or assessments, after completion of construction when all construction debris is removed, any repairs to common area improvements made and all terms and conditions of this document have been met.
3. **INSURANCE:** The property owner must supply VVA evidence of Liability and Workers Compensation insurance naming VVA as an insured or additionally insured party as provided for in this document.
4. **OWNER BUILDER:** When an owner will do the construction themselves and are not required to have Workers Compensation they must name VVA as an additional insured beneficiary on their homeowners or other policy in the amount of not less than \$1,000,000.00 and provide VVA with a copy of the policy prior to the start of any construction.

AGREED by OWNER Sign and Date

Owner

Date

Owner

Date

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

Vernaccia Vineyards is designed to be a highly attractive and stylized community of homes based on the theme of an “old world” European winery style community. As such the architectural style should be compatible with that theme. Compatible styles are Tuscan Italian, Italianesque, French, Country French, French Normandy and Chateausque. All other styles are deemed non-compatible. Deviations from the compatible styles listed above may be allowed at the sole discretion of the VVAC.

MANDATORY DESIGN ELEMENTS AND MATERIALS

1. All stucco surfaces shall be smooth or Santa Barbara Style finish, exceptions shall be custom variations of a smooth stucco finish including but not limited to cat face, and lump and bump.
2. Garage doors that can be viewed from the entry street must be high quality wood stain grade.
3. A minimum of fifty (50%) of the front elevation windows and doors shall be recessed a minimum of 6” (six inches).
4. All elevations shall have varied and multiple setbacks and articulations with the exception of some Italian Palladian styles.
5. Plate lines must be a minimum of 10’ (ten feet). Higher than 10’ (ten feet) is encouraged.

ENCOURAGED DESIGN ELEMENTS AND MATERIALS

Italianesque Designs

1. Stone veneering real and faux.
2. Pre-cast concrete trims at windows and doors.
3. Pre-cast concrete columns.
4. Smooth troweled stucco finish.
5. Distressed coloration in stucco finish.
6. Front entries should exhibit some level of grandeur either in height, design, or quality of materials. Large heavy wood or iron doors are preferred. Grand Entry towers with vestibule entries are preferred.
7. Distressed wood beams, trims and corables.
8. Rotundas and turrets.
9. Clay tile roofs on Italian designs with optional concrete and tile boost. Barrel tile is most preferred over “S” tile.
10. Boxed in and plastered eaves with foam trims or eaves with stain grade, T & G and stained corables.
11. Recessed garage doors.
12. Copper flashings and gutters painted galvanized and aluminum is acceptable.
13. Wood or wood clad windows are preferred; however, vinyl will be accepted, under some circumstances finished aluminum will be accepted.
14. The use of ornate scrolled exterior ornamental iron railings, wrought iron treatments.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

French Designs

1. Steep pitched roofs.
2. Exterior shutters or key windows.
3. Pre-cast concrete trims.
4. Stone veneering (real and faux).
5. Stained wood trims (preferably heavy distressed timbers with heavy hardware accents).
6. Slate roofs or Auburn concrete tile or similar smaller width flat tiles staggered layout is preferred.
7. Rotundas and turrets.
8. Pre-cast concrete columns or heavy timber columns.
9. Smooth or smooth cat face stucco finish on exterior.
10. Distressed coloration in stucco finish.
11. Front entries must exhibit some level of grandeur either in height, design or quality of materials. Large heavy wood or iron doors are preferred. Grand Entry towers with vestibule entries are preferred.
12. Distressed wood beams, trims and corables.
13. Recessed garage doors.
14. Copper flashing and gutters. Painted galvanized and aluminum is acceptable.
15. Wood or clad windows are preferred; however, vinyl will be accepted, under some circumstances finished aluminum.
16. The use of ornate scrolled exterior ornamental iron railings.

LIMITED USE DESIGN ELEMENTS AND MATERIALS

1. Exposed wood eaves. Exposed wood eaves are allowed only if decorative in nature which would include stained exposed T & G or shiplap. 2 x 4 outlookers with exposed plywood or T-1-11 is strictly prohibited as an eave. Wood corables in eaves are acceptable and encouraged.
2. Flat roofs may be used on a very limited basis, but must be screened from view by Decorative Mansards and/or parapets.

PROHIBITED DESIGN ELEMENTS AND MATERIALS

1. Raw aluminum windows.
2. Aluminum garage doors (unless completely screened from the street and painted).
3. Plywood garage doors.
4. Asphalt and gravel driveways.
5. Concrete tile roofs (Italian designs only).
6. Unpainted galvanized flashing material.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

7. Exposed chimney spark arrestors.
8. Stucco finishes; sand, dash, lace.
9. Wood or Aluminum siding.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

**VERNACCIA VINEYARDS ASSOCIATION (VVA)
VERNACCIA VINEYARDS ARCHITECTURAL COMMITTEE (VVAC)**

Architectural Standards

A. DESIGN STANDARDS: It must be recognized that within the broad powers given to the VVAC, the goal is to permit as much flexibility and variety as may still be compatible with the quality and character of Vernaccia Vineyards.

B. SITE DEVELOPMENT:

1. **FENCING:** Some solid fencing may be allowed subject to the approval of the VVAC and the City of Temecula. Solid fencing allowed is masonry wall. Wall faces must be plastered with a smooth stucco finish on both sides and must incorporate a pre-cast concrete cap. Stone plasters are encouraged. Three rail fencing or vinyl fencing in general may be allowed under limited circumstances but is not encouraged. Fencing may also be of natural materials or wrought iron. Chain link, razor wire, barbwire or dog-eared redwood or cedar etc., is **PROHIBITED**.
2. **TENNIS COURT:** Location and construction of tennis courts and facilities must meet requirements of the City of Temecula, as well as be approved by VVAC. Night lighting of such facilities must minimize impact on neighboring properties, and must be specifically approved by VVAC.
3. **POOLS AND SPAS:** Pools and spas must meet requirements of the County of Riverside and City of Temecula and must be specifically approved by VVAC.
4. **TRELLIS GAZEBOS AND PATIO COVERS:** Must be specifically approved by VVAC. These should be compatible with the style of the Architecture of the home. The use of pre-cast concrete columns and stained and distressed wood elements are encouraged.
5. **DRIVEWAYS:** There shall be no asphalt or gravel driveways. All driveway layout and construction must be specifically approved by VVAC. Driveways shall be decorative in nature. Paver stones, stamped and colored concrete, exposed aggregates and other similarly designed driveways are mandatory. Standard grey concrete is acceptable if decorative borders and designs are incorporated in the overall design
6. **FRONT, REAR, AND SIDE SETBACKS:** Setbacks shall conform to the approved building footprint of each lot as shown in the CC&R's. Setbacks shall also conform to City of Temecula standards for L1 Zoning. Setbacks shall conform to the more restrictive of the approved building footprint of each lot or the City of Temecula guidelines.

C. BUILDING DEVELOPMENT

1. **MINIMUM-MAXIUM RESIDENTIAL SQUARE FOOTAGE:** No residence shall contain less than three thousand (3,000) square feet,

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

exclusive of garage, and may be one or two story. A garage either separate or attached may also be constructed on each lot.

2. **ROOF:** Allowable materials are limited to fire-resistant materials, slate clay or cement tile. Metal roofing, fiberglass shingles or solar collectors will not be allowed by VVAC. Flat hot mop roofs are allowed in a limited quantity behind decorative parapets and mansards, the VVAC in its sole discretion can limit the quantity of flat roof allowed.
3. **EXTERIOR WALLS:** Allowable materials are limited to smooth stucco finishes, with the allowance for specialty finishes e.g. Santa Barbara, cat face, lump and bump) Dash, lace, and sand finished are prohibited. The use of stone veneering, pre-cast concrete trims, stucco coated foam trims, distressed and stained wood trims and heavy timber is encouraged.
4. **EXTERIOR COLORS:** Earth tones, shades of brown, tan, off white, rust and like colors with appropriate trim is encouraged. COLORS SUCH AS BRIGHT YELLOW, RED, BLUE, BLACK ARE NOT ACCEPTABLE. Any deviation from approved plans shall be submitted to the VVAC prior to the commencement of such painting or staining. All colors must be specifically approved by the VVAC. A color board shall be provided, including color samples for stucco, trim, stone, stain, window frames, door frames, exterior doors, and all exterior design elements. Sample chips and pictures are acceptable; however; the VVAC reserves the right to ask for actual physical samples.
5. **WINDOWS AND SKYLIGHTS:** All aluminum windows shall have color-finished frames. Unfinished or clear anodized aluminum frames are prohibited. Reflective glass is prohibited unless specifically approved by the VVAC. Vinyl windows are acceptable. Clad wood windows are encouraged.
6. **GARAGES:** All dwelling units must be provided with an enclosed two (2) or more car garage. All garages shall have a minimum width of twenty-two (22) feet for a two (2)-car garage measured from the inside walls of the garage. Garage doors shall be operated by an electric door opener. If home storage of any recreational vehicle is anticipated, adequate height clearance should be considered in garage door design. The CC & R's prohibit storage of recreational or commercial vehicles on the street. Garage doors shall be all wood on the exterior. The wood shall be solid stain grade and not plywood or plywood veneered. The wood shall be stained and not painted. Aluminum roll up doors are allowed if the garage doors are not visible from the street front.
7. **EXTERIOR LIGHTS:** No bright exterior lights such as mercury vapor or high-level wattage bulbs are allowed. All exterior lighting shall conform to the general overall theme of the community, and should consist of low intensity lighting in a manner to not be directed toward another residence, or set in a manner to offend a neighbor. All exterior lighting plans must be included in the landscaping plans and are subject to approval of VVAC.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

8. **FIREPLACES:** Fireplace chimneys shall be decorative. Fireplace caps, spark arrestors and terminations shall be decorative. Birdhouse style caps, or other decorative caps are mandatory if chimney is used.
9. **FINISH FLOOR ELEVATIONS:** Designate finish floor elevation(s) on exterior elevation drawings. All drawings must include a header, which contains the name and address of the architect or engineer, drawing scale, owners name, lot and tract numbers and other pertinent information.

D. CONSTRUCTION DEPOSIT

During the time of construction it is essential that the appearance of Vernaccia Vineyards be maintained in an attractive condition, and that all roads be kept clean and clear of debris. A security deposit is required during the period of construction to provide VVA a fund for use in the event remedial work is required by the VVA, where costs to remedy are incurred. After the approval of working drawings, but prior to start of construction, the lot owner will be required to submit a deposit (non-interest bearing) in the amount of five thousand dollars (\$5,000.00) payable to VVA. This deposit is to be used for the following purposes:

1. Pay for actual costs incurred by VVA to clean up excess trash and debris allowed to accumulate on the owners' lot or surrounding lots caused by the actions of the owners', their contractor or subcontractors, if within seventy two (72) hour written notice the owner does not cause the excess trash or debris to be removed.
2. To pay for actual costs incurred by VVA to correct damage to VVA Property (all common area improvements) caused by the lot owner, the owners' contractor or subcontractors if not corrected within seven (7) days written notice. This also specifically includes damage to the street from heavy trucks, trailers and equipment.
3. To pay for any imposed fees, fines or assessments incurred by the owner. Should VVA be required to use all or a portion of the deposit for the aforementioned purposes, the owner will be required to supply the funds necessary to restore the owners' security deposit account up to the five thousand dollar (\$5,000.00) level within seven (7) days written notice from VVA. Should the owner wish to appeal any charges made to the deposit account, a written appeal stating the reasons for the appeal must be submitted to the VVA Board of Directors. This appeal will be considered at the next regularly scheduled meeting of the Board of Directors, in which an appeal has been submitted. The board will inform the property owner in writing of the results of the appeal. Within forty-five (45) days after completion of house construction and installation of landscaping, an inspection shall be conducted by the VVAC and a notice of compliance issued to the builder/developer/homeowner. The VVA will refund any unused portion of the owner's deposit with an explanation of any charges made against the deposit account.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

E. TRASH CONTAINERS

In order to maintain the owner’s lot and surrounding lots in a trash and debris-free condition the owner shall maintain adequate trash containers on the construction site during the construction period. Adequate shall mean large enough and in sufficient quantities to eliminate the need to pile construction debris and trash. Containers shall be placed on the lot and not in the street, and shall be emptied on a weekly basis. The lot shall be fenced with chain link fencing or other suitable fencing such that construction debris will be confined to the site during windy periods.

F. MATERIAL CONTAINMENT

In order to maintain the owner’s lot and surrounding lots all construction materials will be located on site. If any construction materials are determined to be offsite or blocking access areas, VVAC will notify owner in writing, and the owner will have five (5) days from the date of posting within which to cause the correction(s) to occur.

G. INSURANCE REQUIREMENTS

After VVAC approval of working drawings and prior to the start of construction the property owner must supply VVA a copy of insurance policies naming VVA as an insured or an additionally insured party.

1. The liability insurance will supply comprehensive general liability insurance coverage (or equivalent) including contractual liability insurance for bodily injury and property damage, including personal injury in the amount not less than one million dollars (\$1,000,000.00) combined single limited. This policy will also include comprehensive liability automobile insurance covering owned, hired or leased vehicles within an amount of not less than one million dollars (\$1,000,000.00) combined single limit. VVA shall be named as an additional beneficiary.

AGREED by OWNER _____ Initial and Date _____

2. Workman’s Compensation insurance policy shall be in an amount equal to the statutory limits of the State of California and shall cover all individuals that perform work on the property.

AGREED by OWNER _____ Initial and Date _____

1. OWNER BUILDERS

When an owner will do the construction themselves, and are not required to have Worker’s Compensation, they must name VVA as an additional beneficiary on their homeowners or other insurance policy in the amount of not less than \$1,000,000.00 and provide VVA with a copy of the policy prior to the start of any construction.

AGREED by OWNER _____ Initial and Date _____

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

K. RULES FOR APPEAL FROM DISAPPROVAL OF PRELIMINARY PLANS OR WORKING DRAWINGS BY VVAC.

1. On receipt of a written appeal from a disapproval of Preliminary Plans or Working Drawings by the VVAC, the VVA Board of Directors shall schedule a meeting to be held within thirty (30) days to review the appeal and shall notify Appellant in writing of the date, place and time of the meeting, and of his right to attend.
2. No later than five (5) days prior to the meeting the VVAC shall submit its recommendations regarding the appeal in writing to each member of the VVA Board of Directors.
3. After completing the review of the appeal at the scheduled meeting, the VVA Board of Directors shall adjourn and reconvene in executive session to discuss and vote to affirm, modify or reverse the decision of the VVAC.
4. Within fifteen (15) days of the meeting, the VVA Board of Directors shall notify both the Appellant and the VVAC in writing of its decision. If the VVA Board of Directors fails to render a decision within forty-five days of receiving a written appeal, the decision of the VVAC will be deemed to have been reversed and the Preliminary Plans or Working Drawings approved as submitted to the VVAC.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

PLAN APPLICATION FORM

PLEASE READ APPLICATION CAREFULLY AND COMPLETE ALL ITEMS.

Applications are valid for six months from date of the first submission to VVAC. If plans are not approved within six months, a new application with then-current requirements and additional fees will be required. If construction is not started within one year of plan approval resubmission with appropriate fees and approval will be required.

All information blanks must be filled in (typed or legible printing), or your application will not be reviewed by VVAC. If the blank does not apply to you, please put N/A in the space.

Three (3) completed sets of plans are required. Each set must be initialed and dated by the owner.

TYPE OF CONSTRUCTION

- _____ New Home
- _____ Addition
- _____ Garage
- _____ Fence
- _____ Window
- _____ Retaining Wall
- _____ Other

(Explain)

Owner:

_____ Lot # _____ Tract# _____

Mailing Address: _____

Job Address: _____

Telephone: (Home) _____ (Work) _____ (Fax) _____

Architect: _____

Address: _____

Telephone: _____

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

(Home) _____ (Work) _____ (Fax) _____

License Number: _____

Engineer: _____

Address: _____

Telephone: _____

(Home) _____ (Work) _____ (Fax) _____

License Number: _____

Surveyor: _____

Address: _____

Telephone: _____

(Home) _____ (Work) _____ (Fax) _____

License Number: _____

Contractor: _____

Address: _____

Telephone: _____

(Home) _____ (Work) _____ (Fax) _____

License Number: _____

Owners Signature: _____ Date: _____

New Home construction: A \$500.00 (non-refundable) fee payable to VVA is required with this application for.

Improvements other than New Home: A \$250.00 (non-refundable) fee payable to VVA is required with this application.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

REQUIREMENTS OF CONSTRUCTION IN VERNACCIA VINEYARDS

Date: _____

Owner: _____

Lot# _____ Tract #: _____

Address: _____

Contractor: _____

All construction/contractors in Vernaccia Vineyards must comply with the following requirements:

PARKING: Parking on the streets of Vernaccia Vineyards is a problem when not properly managed. The contractor’s vehicles shall be parked in a manner not to obstruct the residents through street access.

The exceptions will be for those short periods to off load materials from delivery trucks, or in the case of a crane for truss removal from trucks positioned to restrict traffic during a short period of use.

MATERIAL STORAGE: No construction materials are to be stored in the street and shall be stored on the property.

CONTRACTORS’ DOGS: No contractor dogs or any other animals are allowed on the construction site or VVA property. Violation will be grounds to consider fines to be levied by the Board of Directors for Vernaccia Vineyards Association against the property owner.

CONSTRUCTION DAYS AND HOURS RESTRICTIONS: Owners/Contractors must restrict the work-days to Monday through Saturday, with no work on holidays. The working hours are to be 7:00 a.m. and end at 5:00 p.m. The variation to these hours will be in cases where certain items are required to be completed such as a concrete pour. The only other allowance will be for work performed inside that does not create a noise, dust or parking problems for the residents within Vernaccia Vineyards.

CONSTRUCTION COMPLETION TIME LIMIT: Within eighteen (18) months of breaking ground on construction, the building property owner must present to the Board of Directors (BOD) Vernaccia Vineyards Association (VVA) and to the Architectural Review Committee (VVAC) of the Vernaccia Vineyards Association a copy of the Building Department job card signed off for Final Inspection, and must have completed to the satisfaction of the VVAC and in accordance with the property owners approved plans, the landscape and erosion control to the front and back of the property. Should the

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

building property owner be unable to meet this timeline restriction, the property owner must within thirty (30) days after the expiration of the eighteen (18) month period, appeal in writing to the BOD for an extension, explaining the reason(s) for delay. The building property owner at this time must also provide the BOD a realistic deadline in which he/she is expected to obtain the required Certificate of Occupancy or final signed job card. Each day beyond this stipulated time that the building property owner is out of compliance with these procedures shall subject the property owner to the fines and penalties as outlined in the Architectural Guidelines and Procedures.

NOISE: The contractor shall not allow playing of excessively loud music that can be deemed to disturb adjacent residences, as well as loud and abusive language. Allowable noise levels are those commensurate with typical construction operations.

TRASH AND DEBRIS: The owner/contractor shall control debris and trash from the materials and work performed on the site through out the construction period. The materials shall be placed into trash containers to prevent the material from affecting the adjacent properties. The owner/contractor shall maintain adequate trash containers on the construction site during the construction period. Adequate shall mean, large enough and in sufficient quantities to eliminate the need to pile construction debris and trash. Containers shall be placed within the lot and not in the street, and shall be emptied on a timely basis.

LANDSCAPE PLANS: The applicant shall submit to VVAC landscape plans for approval prior to completion of the approved home for occupancy. The landscaping shall be installed within one hundred and twenty (120) days of occupancy with allowance for extension due to delays from weather conditions.

CONSTRUCTION DEPOSIT REFUND: The construction deposit of five thousand dollars (\$5,000.00) will be refunded after all conditions herein have been met upon request by owner. VVA will refund any unused portion of the owner's deposit with an explanation of any charges made against the deposit account based upon the following:

1. One half (1/2) of the total amount of the deposit upon satisfactory completion of the residence for occupancy, less any applicable offsets for imposed fines or assessments.
2. The other one half (1/2) upon final completion of the landscaping in accordance with the approved landscape plans, less any applicable offsets for imposed fines or assessments.

SIGNAGE: See Exhibit "B"

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

FINES: Infraction of any of the Conditions of Approval will result in fines according to the following schedule:

1. 1st offense -----written warning
2. 2nd offense-----\$50.00
3. 3rd offense-----\$250.00
4. 4th offense and after \$250.00 each

Owner and Contractor agree:

Owner Signature

Date

Contractor Signature

Date

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

EXHIBIT “B”

VERNACCIA VINEYARDS ASSOCIATION (VVA)

Sign Guidelines during Construction for the purpose of lot identification.

All signs displayed by members of the VVA shall comply with the following sign guidelines:

LOCATION: All signs must be freestanding and not attached to or painted on any building, fence, trees, shrubs, rocks or other natural features or structure, except that during construction an information sign may be attached to the building. No part of any freestanding sign shall be located closer than one (1) foot from any property line. No member shall place, or cause to be placed, any sign on VVA property.

QUANTITY: A maximum of one (1) sign on any property, except that, during construction a second (2nd) sign giving necessary building information will be allowed.

SIZE: The maximum size of any sign shall not exceed eighteen (18) inches by twenty-four (24) inches, and shall not have more than two (2) faces.

HEIGHT: The maximum height of any sign shall be four (4) feet measured from the adjacent ground level to the top of the sign.

COLOR: No signs shall be painted with high visibility “day glow” types of paint or other colors not in keeping with the community standards as determined by the VVA Board of Directors.

LIGHTING: No signs shall be lighted.

MAINTENANCE: All signs and their components shall be regularly maintained and kept in good repair and appearance.

PREPARATION: All signs shall be professionally prepared.

COMPLIANCE: if a sign is not properly maintained, or is in violation of the CC&R’s and/or the Sign Guidelines, it shall be removed or repaired with ten (10) days following written notice of such condition, by the VVA Board of Directors or property management.

NOT FOR ADVERTISING: Signs for the purpose of advertising are not allowed. Signs are property identification for use by various agencies inspectors.

Signs should be displayed at the start of construction and must be removed immediately after construction is completed.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

PLAN CONSTRUCTION AGREEMENT

The undersigned Owner (hereinafter referred to as Applicant) of Lot: _____
Tract: _____, in Vernaccia Vineyards Association (hereinafter referred to as VVA),

Owner: _____

Street Address: _____

Description: _____

The Applicant submits herewith the following improvements to the Vernaccia Vineyards Architectural Committee (hereinafter referred to as VVAC) upon and subject to the following terms and agreements:

1. PLAN CONSTRUCTION AGREEMENT will be approved by VVAC only if all applicable items on this VVAC application form along with the plans are completed, initialed and dated on each page and signed where indicated.
2. Applicant acknowledges his responsibility for and warrants the accuracy of all items reflected on the plans including, but not limited to, lot lines, survey stakes, building corner stakes, and scale of plan.
3. Applicant and Applicant's agents, assigns and employees agree to strictly observe and perform, as the case may be, all provisions of Vernaccia Vineyards Covenants, Conditions and Restrictions (CC&R's) and all rules and regulations of VVAC. Applicant further acknowledges that the Applicant has a copy of the CC&R's, has read and is familiar with same, and further has read the current VVAC Architectural Guidelines.
4. All easements, lot lines, setbacks, or other valid existing restrictions shall be strictly observed and maintained free of encroachment or violation thereof; unless specified and approved by the VVA and the City of Temecula.
5. Applicant, on behalf of himself, his agents, employees and subcontractors agrees that he shall be personally liable for any and all damage occurring in connection with the construction or grading including, but not limited to damage to roads, trees and other vegetation, on personal property, in connection therewith. If trees are removed without prior written approval by VVAC, Applicant acknowledges that a cost per tree, determined by the VVAC will be assessed by the VVA. In addition, all roads damaged by the Applicant, his agents, or employees and subcontractors shall be repaired to the condition that existed just prior to any construction commencing on the subject property.
6. Applicant acknowledges and agrees that approval, as conditionally given by VVAC, is solely upon and limited to plans that are presently filed with

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

VVAC at its office. Applicant agrees that no changes, deviations, modifications or corrections to these plans shall be made without prior written consent of VVAC. Thus, Applicant agrees that all construction shall strictly conform to plans formally approved by VVAC without exception.

7. In the event VVAC, in its sole discretion, determines that the construction site is being maintained inappropriately, insofar as lumber, material and debris being located either offsite of blocking access areas, or that adequate soil erosion protection measures are not being maintained or that construction deviates from the plans approved by VVAC, then VVA may:
 - a. Notify the Applicant in writing, by mail at the address designated by Applicant in his application, of the specific corrective action required by VVAC, Applicant will have five (5) days from the date of posting within which to cause the corrections(s) to occur.
 - b. If Applicant does not correct within that time, VVAC may either:
 - 1) Order all work to stop on the job until satisfactory compliance has been met.
 - 2) Hire labor to either cause removal of lumber, material, and debris if the violation relates to the proper location of materials on site or offsite, or provide adequate soil erosion protective measures.
 - 3) Take whatever action VVAC deems necessary and appropriate. All costs and or expenses incurred by VVAC regarding any of the above action shall be paid by applicant within ten (10) days of billing thereof by VVAC, including, but not limited to costs of site checks, court costs and legal fees actually incurred whether or not litigation is commenced.
 - c. A fine may also be imposed by VVAC for breach of any terms and conditions of this agreement so long as applicant is given at least fifteen (15) days prior written notice of:
 1. The reasons for the fine.
 2. The hearing date set for consideration by VVAC of imposing such a fine.The Applicant may appear at said hearing to defend himself against the matters in the notice of hearing.
8. In consideration of the full and faithful performance of each and every term and condition of this agreement by Applicant, and Applicant's agents, employees and subcontractors, VVAC agrees to review Applicant's plans and either approve or disapprove same within sixty (60) days of submission. Approval shall be given only if said plans conform to the CC&R's of the tract containing Applicant's property and to VVAC's

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

reasonable Architectural Guidelines, Rules and Regulations generally applicable to all Applicants.

9. Applicant transmits herewith the sum of five hundred dollars (\$500.00) for a new home or two hundred fifty (\$250.00) for any other improvement. If other improvements (e.g. pool, pool house, sport court, etc.) is submitted with an original new house submission then the fee shall remain at a total of \$500.00 as a nonrefundable plan check fee and one time site check fee. Applicant further agrees to pay the sum of fifty dollars (\$50.00) for each and every additional site and or plan check required by reasons of any omission from the required information and or deviation made and or requested to be made from and VVAC approved set of plans.
10. The provisions hereof shall be deemed independent and severally, and the invalidity or partial invalidity of unenforceability of any one provision or portion thereof shall not affect the validity of enforceability of any other provisions hereof.
11. Applicant agrees to pay actual attorney fees incurred by VVAC, including all costs and expenses, in enforcing any of the rules and regulations contained herein.
12. Construction Security Deposit: Applicant hereby transmits a non-interest bearing construction deposit in the amount of five thousand dollars (\$5,000.00) as a refundable security deposit during the construction period. The refundable amount will be less any monies used to correct any deficiencies, pay fines or fees levied by VVA, and pay outstanding assessments, during the period of construction. The Construction Security Deposit is to be used only for the following purposes:
 - a. Pay for actual costs incurred by the Association to clean up excess trash and debris allowed to accumulate on the Applicant's lot or surrounding lots caused by the actions of the Applicant's contractor or subcontractor if within 3 days written notice, the Applicant does not cause the excess trash or debris to be removed.
 - b. To pay for actual costs incurred by the Association to correct damage to the Association's property (all common area improvements) caused by the Applicant, the Applicant's contractor or subcontractors if not corrected with in seven (7) days written notice.

Should the Association be required to use all or a portion of the deposit for the aforementioned purposes, the Applicant will be required to supply the funds necessary to restore the Applicant's deposit account up to the five thousand dollar (\$5,000.00) level within seven (7) days written notice from the Association. Should the Applicant wish to appeal any changes made to the deposit account, a written appeal stating the reasons for the appeal must be submitted to the Board of Directors. This appeal will be considered at the next regularly scheduled meeting of the Board of Directors, in which an appeal has been submitted The Board will inform the Applicant in writing of the results of the appeal.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

ARCHITECTURAL REVIEW CHECKLIST

(For Architectural Committee Use)

The submission must include the following:

1. Two complete initialed signed and dated copies of this document. The VVA architectural guidelines. All pages initials, dated and signed (24 pages).
2. Three complete unmarked and identical sets of plans initialed and dated by property owner(s) on each page (floor plans, elevations, roof plans).
 - a. Exterior elevations shall show (four (4) sides) with a complete description of exterior materials and color(s) and plate lines and roof pitch specified
3. Three plot plans on Certified Topographic Boundary Survey scale north arrow, all improvements identified, all building setbacks, and driveways detailed.
4. Three complete landscape plans showing all materials, pools, gazebos, trellis, outdoor kitchens, fire-pits, fireplaces, ponds, streams, waterfalls, statues, plantings, irrigation, erosion control, and exterior lighting detail, and/or other outdoor improvements and decorations.
5. Grading plan detailed to show cuts, fills, paving, soil erosion control, and existing and proposed finish floor elevations at the foundations.
6. Color board for exterior walls and trims including stucco, doors, windows, garage doors, roofing, gutters, sheet metal, stone, brick, veneering, pre-cast mouldings and veneering materials. Actual physical samples may be required at the sole discretion of the Association.
7. A check in the amount of \$500.00 (five hundred dollars) for the non-refundable review fee for new home construction, and other improvements submitted simultaneous with a new home. Or a check in the amount of \$250.00 (two hundred fifty dollars) for the non-refundable review fee for construction modifications or improvements other than a new home.
8. \$5,000.00 deposit within 60 days from the date of approval or approval is null and void.

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.

FOR VVA USE ONLY

Application Accepted a Complete: _____ (initial by person receiving)

Date: _____

Architectural Committee Reviewers:

Date: _____

Approved: _____ Date: _____

Disapproved: _____ Date: _____

REVIEW COMMENTS

Initial

Date

The contents of this package are subject to change and construction must comply with the requirements in effect at the time of construction.