

**RENAISSANCE ESTATES OWNERS  
ASSOCIATION**

**RULES & REGULATIONS**

*Renaissance Estates Owners Association*  
**Rules & Regulations**

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# *Renaissance Estates Owners Association*

## **Rules & Regulations**

Pursuant to Article V, Section 5.2(i), and Article VIII, Section 8.10, of the CC&Rs and Article VII, Section 7.2, of the Bylaws for Renaissance Estates and the powers and requirements provided therein, the Board of Directors adopts the following Rules and Regulations.

These Rules and Regulations do not replace the CC&Rs or Bylaws, but rather supplement (and in some cases restate) the CC&Rs or Bylaws. Each Owner and occupant of Renaissance Estates is obligated to abide by all of the Association's governing documents, including, but not limited to, its CC&Rs, Bylaws, Articles of Incorporation, and these Rules and Regulations. Failure to comply with the governing documents can result in fines, loss of privileges, or legal action.

It is the responsibility of all Owners to provide their tenants and guests with copies of the governing documents of the Association. Owners are responsible for the actions of their families, tenants, contractors, vendors, occupants and guests with regard to violations of the Association's governing documents.

These Rules and Regulations shall be deemed to incorporate the terms and definitions contained elsewhere in the Association's governing documents. In the event of any conflict, the terms and definitions in the CC&Rs and Bylaws will prevail.

### **1. ARCHITECTURAL**

#### A. Approval by the ARC

- 1) No construction, installation or alteration of an Improvement, including Residence or landscaping, in the Properties may be commenced or maintained until the plans and specifications thereof have been submitted to and approved in writing by the ARC

#### B. Application for Preliminary Approval

- 1) Owners may apply to the ARC for preliminary approval of proposed large-scale Improvement projects in order to obtain guidance and comment from the ARC prior to expenditure of significant expenses on full plans and specifications.
- 2) Any application for preliminary approval shall be in writing and shall present sufficient detail to apprise the ARC of the general nature, location, dimensions and contemplated exterior colors and finishes of the proposed Improvement.
- 3) In no event shall any preliminary approval of a proposed Improvement be deemed to constitute final approval authorizing construction of the Improvement. The purpose of the preliminary review is to provide guidance and comment between owners and ARC regarding proposed Improvements prior to proceeding with preparation of proposed final plans for final approval.

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- 4) ARC may, at its sole discretion, waive requirements for final plans to be submitted and approve proposed Improvements upon submission of preliminary plans. An Owner may only proceed with proposed Improvements from approved preliminary plans upon written consent by the ARC.

C. Application for Final Approval

- 1) Owners must submit a written application to the ARC (using the appropriate application form and including any required deposits or application fees) and receive prior written approval for any Improvement and construction activities within the Properties and on any Lot. The application shall be in writing and shall contain all information that is necessary to reasonably evaluate the nature, design, location and extent of the proposed Improvement and/or construction, including, at a minimum, two complete set of plans and specifications for the Improvement project and such additional information as the Committee may reasonably request, either by Architectural Rule or while the project is under review.

D. Plans and Specifications

- 1) Contents and Requirements: In order to be complete, the plans and specifications for the proposed Improvement and construction shall include:
  - a. A professionally prepared plot plan, which indicates: (i) the size of the Lot and location of all buildings, set-backs, outbuildings and cellars including the Residence; (ii) Lot contour lines; (iii) the location of all driveways, fences, pools, spas, trash bins, wind screens, satellite dishes, outbuildings, tennis courts, equipment storage and any other existing improvements; (iv) cut and fill proposals with the estimated yardage of import and export (balancing is preferred); (v) elevation of pads; (vi) setbacks from Lot lines of all existing and proposed Improvements; (vii) existing drainage and the proposed drainage plan for the Lot, as improved; (viii) the location of all trees (6" trunk or over and vegetation which are to be removed as part of the construction plan; (ix) the location of all proposed utility, water, electrical, septic tank and leach field installations; (x) ponds and lakes; (xi) flood hazard areas; (xii) road and road setbacks; (xiii) road easements; and (xiv) other items the ARC reasonably requires;
  - b. A professionally prepared (prepared by an architect or licensed building designer) set of plans showing all: (i) elevations (including foundation, roof pitches, and height measurements); (ii) floor plans including out-buildings and garages; (iii) location of all heating and/or cooling equipment, and solar equipment; (iv) decking, balconies, porches, gazebos, trellises, awnings, lawns and atriums; (v) screening devices; (vi) retaining walls; and (vi) other items the ARC reasonably requires;

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- c. Descriptions of exterior materials (if not included with above plans) including roofing materials (with a sample) and siding materials (with color samples), and windows, doors and skylights;
- d. A complete landscape plan that includes the names, location, and sizes of all proposed trees, shrubbery, and lawn area(s), identifies any trees scheduled for removal and describes the Owner's plans for replanting trees and vegetation and for stabilizing slopes during and after construction;
- e. Type of equipment, vehicles, trucks, contractors, subcontracts, labors, etc., that Owner will be using;
- f. Copies of necessary permits, licenses for construction; and
- g. The Owner's proposed construction schedule.

(The ARC may waive or modify any of the above plan and specification requirements if the proposed Improvement project is of a nature that does not merit extensive plans and specifications upon written request from the applicant. Such written request for waiver or modification of any of the above plan and specifications requirements may be submitted with an application for preliminary approval.)

2) Inspection Fee and Deposit

- a. The ARC may require submission of plans and specifications be accompanied by a reasonable fee and/or deposit in order for the application to be deemed complete. A deposit may be required to help ensure proper and timely completion of Improvement projects in accordance with approved plans and specifications, to reimburse the Association for damage to roadways and other Common Areas resulting from the Owner's construction project and to cover any fines levied during or as a result of construction.
- b. Once construction and all cleanup is completed, upon submission of a written request form the Owner, the ARC shall refund the unused portion of the deposit, if any, to the Owner.

3) Delivery of Plans and Specifications: Plans and specifications shall be submitted to the ARC by personal delivery or first class mail addressed to the Secretary of the Association or the Chairman of the ARC at the Association's principal office.

4) Approval: In approving a request for construction of an Improvement, the ARC may condition approval upon the adoption of modifications in the plans and specifications, submission of a deposit or observance of restrictions as to location, noise abatement, color or materials modifications or similar mitigating conditions.

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E. Minimum Construction Standards

- 1) Improvements constructed on any Lot shall conform to the following minimum construction standards:
  - a. Building Location. No building shall be located nearer to the front, side or rear Lot line or nearer to the side street line than the building setback lines as permitted by any applicable zoning ordinance or other governmental restriction or any other provision hereof. Setbacks and building locations will also be determined upon individual lots and proposed building plans according to topography limitations.
  - b. Licensed Contractor. Residential structures shall be constructed by a contractor, bonded, licensed and insured under California law.
  - c. Maximum Height. Each Residence constructed on any Lot shall be of low silhouette, not to exceed two stories. Residences with step-down floor levels and roof plans contouring to natural grades are encouraged, as are porches and terraces. The maximum height permitted for any Residence from finished first floor level to finished grade is six feet. For any structure to be constructed on or within fifty (50) feet of a ridgeline, such structure shall not exceed one (1) story, and shall not exceed twenty-four (24) feet in height. No structure within the Association may exceed thirty (30) feet in height.
  - d. Minimum Square Footage Requirements. Each Residence constructed on any Lot shall have a fully enclosed floor area (exclusive of roofed or unroofed porches, decks, terraces, garages (attached or detached), carports or other outbuildings) of not less than 4,500 square feet.
  - e. Utility Lines. All utility lines within the property shall be placed underground, no overhead lines will be allowed.
  - f. No Used Materials. No used buildings or structures, intended for use as a Residence, shall be transported onto, placed or introduced on any Lot.
  - g. Solar Heating Systems. Subject to limitations imposed by California law, the ARC may limit the placement and design of solar heating systems to the extent reasonably necessary to avoid an unsightly appearance from neighboring Lots or Common Area.
  - h. Colors and Exterior Finishes. All exterior colors, textures and materials, including roof materials, must be adequately described in the plans and specifications (with an indication where the colors will be used upon the finished dwelling) and approved in writing by the ARC prior to initiation of construction. Color samples

shall be submitted to the ARC along with the plans and specifications. The ARC is authorized to maintain a chart of approved colors

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- i. Prohibition on A Frame and Geodesic Dome Structures. No Residence shall be constructed which utilizes an "A frame" or "geodesic dome" design.
- j. Roofing Materials. All roofs shall be constructed of concrete tile, clay tile, slate or fiberglass simulating tile or shake. All other roof materials (including, but not limited to, asphalt shingle, metal and wood shake) are prohibited.
- k. Roofs. The ARC must approve roof Designs of all Residences. Any approval by the ARC shall in no way imply any roof guarantee by such ARC. All visible roofing on any Residence shall be uniform in design and material.
- l. Siding Materials. The exterior walls of any Residence, garage or other structure shall be finished with natural wood (but no T1-11), stucco, stone, stone veneer, brick or brick veneer. All other siding materials (including, but not limited to metallic siding) are prohibited.
- m. Drainage. Without prior written approval of the ARC, no Owner shall do any work, construct any Improvement, place any landscaping or cause the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or any adjacent Lots or parcels or Common Area. Plans and specifications submitted by an Owner to the ARC in connection with the construction of a Residence or other major structural Improvement shall include a drainage plan in sufficient detail to permit the ARC to assess the impacts, if any, of the Improvement on natural drainage courses.
- n. Exterior Lighting and Fixtures. Fluorescent, mercury vapor, sodium, or amber vapor lights, or standard outdoor lights of the type used for security must be enclosed in a manner that directs the light in a specific area without causing a visual impairment to passing motorists or a nuisance to neighboring Lots. The ARC, at its sole discretion, shall determine the issue of whether a nuisance exists. All exterior fixtures that are attached to the Residence shall be compatible with the design and materials of the Residence. Any post mounted exterior fixtures shall also be compatible in design and materials to the fixtures attached to the Residence.
- o. Glass. Certain architectural glass treatments such as extensive use of black or heavy tint glass, mirrored or reflective glass, or brightly colored glass or polycarbonate panels are not permitted without specific prior approval of the ARC.
- p. Patios, Walkways and Driveways. All driveways, patio, and walks materials shall be architecturally compatible to the design of the Residence.

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- q. Water Systems, Septic Systems and Pools. All individual water supply systems, onsite septic waste disposal systems and swimming pools on any Lot must be designed, located and constructed in accordance with the requirements, standards and recommendations of the appropriate public health authority, California and Federal law, and the ARC. Approval of such systems shall also be obtained, if required, by any responsible governmental agency.
- r. Garages. Each Residence shall have at least a two car garage which may be either of an attached or detached design. Garage doors shall be of a roll top design. Carports do not satisfy the requirement of a two-car garage.
- s. Fences. All screening and fencing must be approved by the ARC and must be designed to conform to the design of the proposed or existing Residence. All screening and fencing shall be constructed of wood, rock, masonry, plastic or wrought iron or a combination thereof. All screening and fencing must be maintained in a good sound structural manner, and painted or stained periodically so as not to have a shabby or unkempt appearance. All Lots on which animals are present shall be adequately fenced so as to keep the animals on such Lot. No chain link shall be used for perimeter fencing.
- t. Excavation. Exposed openings resulting from any excavation made in connection with construction or Improvements shall be back-filled and disturbed grounds shall be leveled.
- u. Landscaping. Landscaping is a matter subject to review and regulation by the ARC. A landscape plan is required in conjunction with the construction of any Residence. Once installed, the Owner shall be responsible for maintaining landscaping in good and attractive condition.
- v. Views. The ARC may consider the impact of views from other Residences or Lots and reasonable privacy claims as factors in reviewing any proposed Improvement. However, there are no protected views and no Residence or Lot is guaranteed the existence or unobstructed continuance of any particular view.

F. Proceeding With Work

- 1) Upon receipt of approval of an Improvement from the ARC, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction and excavation, if required, pursuant to said approval. In all cases, work on an Improvement project shall commence within one year from the date of such approval. If the Owner fails to comply with this paragraph, any approval given shall be deemed revoked unless the ARC, upon written request of the Owner prior to the

expiration of the initial one year period, extends the time for commencement or completion.

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### G. Failure to Complete Work

- 1) Unless the Owner has been granted an extension of time to complete the project by the ARC, construction, reconstruction, refinishing or alteration of any such Improvement must be complete within one year after construction has commenced, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner because of strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his or her agents, to be determined at the sole discretion of the ARC. In the case of building Improvements, the requirements of Article VIII of the Declaration and these Architectural Standards shall be deemed to have been met if, within the one year construction period, the Owner has completed construction of the building's foundation and all exterior surfaces (including the roof, exterior walls, windows and doors).

### H. Right to Inspection

- 1) The ARC or its duly authorized representative may inspect any work of Improvement or construction undertaken by an Owner. The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the Declaration or these Rules & Regulations, including the ARC's authority to limit, restrict, or prohibit access into the Association and the use of its private roads, streets, community gates and entrances by any contractor, subcontractor, construction equipment or vehicle, or commercial vehicle ("Noncompliance").
- 2) If an Owner fails to remedy any Noncompliance within sixty (60) days from the date of notification from the ARC, the ARC 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 may Record a Notice of Noncompliance (if permitted by applicable law) and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance. The Board may also levy fines or remove the non-complying Improvement or remedy the noncompliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If said expenses are not properly re-paid by the Owner to the Association, the Board shall recover such expenses through the levy of a Special Individual Assessment against such Owner.

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**2. ASSOCIATION/RESIDENCY**

The Association is a private community for Residents and invited guests only. No portion of the dwelling unit, garages, or common area of the Association may be used for commercial purposes.

**3. BEAUTIFICATION**

As noted in Article VIII, Section 2 (8.2), of the Declaration, landscaping is a matter subject to review and regulation by the ARC. A landscape plan is required in conjunction with the construction of any Residence. Once installed, the Owner shall be responsible for maintaining landscaping in good and attractive condition on those portions of the Owner's Lot which are visible from any street within the Properties. Failure to maintain landscaping may subject Owners the terms and conditions of Article IX, Section 9.1 and Article V, Section 5.2(g), of the CC&R's as well as fines and other actions pursuant to the Association governing documents.

**4. LEASE**

Each owner shall have the right to lease his/her Residence provided that such Lease terms is in a minimum of six (6) months, in writing and a copy of said lease is submitted to the Association. Owners are responsible for the actions of their tenants, occupants and guests with regard to violations of the Association's governing documents, including these Rules & Regulations.

**5. OFFENSIVE ACTIVITY**

No activity shall be conducted within or on the Properties in such a manner as to obstruct or interfere with the enjoyment of the Owners or occupants or annoys them by unreasonable noise or which constitutes a nuisance.

**6. PARKING/VEHICLES**

- A. Repair or maintenance work on any vehicle is not permitted in any common area or the Association's private roads and streets or Lot unless dictated by emergency conditions, in which case the allowable time for such work shall be 24 hours or within an enclosed garage when the garage door is closed.
- B. No vehicle shall be allowed to leak oil or leave stains in the common area or the Association's private roads and streets or Lot.

- C. Double parking, blocking the roadway or other places in the Association's private roads and streets is STRICTLY PROHIBITED at all times.

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- D. No parking on the Association's private roads and streets during the hours of 8 p.m. to 8 a.m. Guests may park on the street (if necessary) ONLY during the hours of 8 a.m. to 8 p.m. and blocking of the roadway or other places in the Association's private roads and streets is STRICTLY PROHIBITED at all times.
- E. The following vehicles are prohibited anywhere on the Properties except for brief periods for loading, unloading, making deliveries, emergency repairs, or if parked wholly within an Owner's fully enclosed garage:
- recreational vehicles (including, but not limited to, boats, travel trailers, motorhomes, campers, etc.);
  - buses or vans designed to accommodate more than ten (10) people;
  - vehicles having more than two (2) axles;
  - unlicensed vehicles (including off-road)
  - inoperable vehicles (or parts of vehicles)
  - commercial vehicles (including, but not limited to, stakebed trucks, tank trucks, dump trucks, or any vehicle painted and/ or marked in a way to specifically advertise for business, real estate sales, etc.)
  - aircraft; and
  - any vehicle or vehicular equipment deemed a nuisance by the Board.
- F. Violators of the parking rules may be towed at the owner's expense and subject to fines and other actions pursuant to the Association Fine schedule.

## **7. RECREATION**

Bicycles, roller skates, skateboards, or other wheeled devices shall not be ridden or operated in the common area or the Association's private roads and streets in a manner which unreasonably annoys or disrupts the quiet enjoyment of other Owners or constitutes a nuisance.

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**8. PETS**

- A. No animals may be raised, bred or kept on the Properties, except that dogs, cats, fish, birds and other usual household pets may be kept on Lots, provided that they are not kept, bred or maintained for commercial purposes, in unreasonable quantities, or in violation of the Restrictions. Unreasonable quantities ordinarily means no more than two (2) pets per household; and the Board has the authority to limit the size of the pet and may prohibit the maintenance of any animal which in the Board's reasonable sole discretion may constitute a nuisance.
- B. Pets shall not be allowed in the common area except on a leash and pet owners are responsible for cleaning up after their pets.
- C. Each owner shall be absolutely liable to each and all owners, their families, guests, tenants, and invitees for any nuisance or damage to person or property caused by any pets brought upon or kept in the Properties by any Owner or members of his/her family, guests, invitees or tenants.

**9. TRASH**

- A. No trash may be kept or permitted upon the Properties or on any street abutting or visible from the Properties, except in sanitary containers located in appropriate areas screened from view, and no odor may be permitted to arise there from so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- B. Trash containers may be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after schedule trash collection hours).
- C. No exterior fires are permitted, except barbecue fires contained within receptacles therefore and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard.
- D. No clothing, household fabrics or other unsightly articles may be hung, dried or aired on or over any Lot.
- E. No plants or seeds infected with noxious insects or plant diseases may be brought upon, grown or maintained upon the Properties.