

DOC # 1999-534703

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AMENDED AND RESTATED DECLARATION OF ESTABLISHMENT

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OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RENAISSANCE ESTATES

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**RENAISSANCE ESTATES**  
A Gated Community

**AMENDED AND RESTATED  
DECLARATION OF ESTABLISHMENT  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF  
RENAISSANCE ESTATES**

August 10, 1999

08-10-99 Rev 3.3



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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
RENAISSANCE ESTATES**

THIS AMENDED AND RESTATED DECLARATION, dated for identification purposes August 10, 1999, is made by RENAISSANCE ESTATES PROPERTIES, LLC, a California limited liability company ("Declarant").

**P R E A M B L E:**

A. Declarant is the Owner of real property ("Phase I) in the unincorporated area of the County of Riverside, State of California, described as follows:

Lots 1, 24 and 25 of Tract No. 26677, as shown on a Subdivision Map, Recorded on 8/20/98, in Book 272, Pages 45 to 51, inclusive of Maps, and Lot C of Tract No. 26677, as shown on a Subdivision Map, Recorded on 8/20/98, in Book 272, Pages 45 to 51, inclusive, of Maps, both in the Office of the Riverside County Recorder.

B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Properties (as hereinafter defined), to create a "planned development," within the meaning of Section 1351(k) of the California Civil Code, pursuant to the Davis-Stirling Common Interest Development Act. The Properties are planned to constitute a "subdivision" as defined in Section 11000 of the California Business and Professions Code. The general plan of development of the Properties will include a corporations formed pursuant to the California Nonprofit Mutual Benefit Corporations Law to which will be assigned the powers of (1) owning, maintaining and administering the Common Area and maintaining the Association Maintenance Areas, (2) administering and enforcing the Restrictions, and (3) collecting and disbursing the assessments and charges hereinafter created. Declarant will or has caused such corporation, the Members of which will be the Owners of Lots in the Properties, to be formed to exercise such powers, as required by Section 1363 of the California Civil Code.

C. Declarant intends to develop and convey all of the Properties pursuant to a general plan and subject to the protective covenants, conditions, restrictions, rights, reservations, easements, equitable servitudes, liens and charges set forth herein, pursuant to the Davis Stirling Common Interest Development Act. Declarant may execute, acknowledge and Record a Supplemental Declaration of Restrictions ("Supplemental Declaration") affecting solely a Phase of Development, so long as Declarant owns all of the real property to be affected by such Supplemental Declaration. Such Supplemental Declaration shall not conflict with the provisions of this Declaration, but may



impose further conditions, covenants and restrictions for the operation, protection and maintenance of that Phase of Development.

D. Declarant recorded a Declaration of Covenants, Conditions and Restrictions as an encumbrance against the Properties on December 31, 1997, as Instrument No. 477615, in the Office of the Riverside County Recorder.

E. Declarant now desires to amend and restate the above Declaration of Covenants, Conditions and Restrictions by this Amended and Restated Declaration of Covenants, Conditions and Restrictions, which shall entirely restate, replace and supercede the original Declaration of Covenants, Conditions and Restrictions.

F. Declarant hereby declares that the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, reservations, rights, covenants, conditions and equitable servitudes contained in this Declaration, all of which are for the purpose of enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties or any portion thereof. The covenants, conditions, restrictions, rights, reservations, easements and equitable servitudes set forth herein shall (1) run with and burden the Properties and shall be binding upon all Persons having or acquiring any interest in the Properties or any part thereof, their heirs, successors and assigns; (2) inure to the benefit of every portion of the Properties and any interest therein; and (3) inure to the benefit of and be binding upon each Owner and each Owner's successors in interest.

## ARTICLE I

### 1. Definitions.

Unless otherwise expressly provided, the following words and phrases when used herein have the following specified meanings.

#### 1.1. Annexable Territory.

Annexable Territory means the real property described in Exhibit "C" attached hereto and incorporated herein by this reference, all or any portion of which may be made subject to this Declaration pursuant to the provisions of Article XVI hereof.

#### 1.2. ARC.

ARC means the Architectural Review Committee created pursuant to Article VIII hereof.

#### 1.3. Articles.

Articles means the Articles of Incorporation of the Association as amended or restated. A copy of the Articles is attached hereto as Exhibit "A" and incorporated herein by this reference.



1.4. Assessment, Annual.

Annual Assessment means a charge against the Owners and their Lots, representing a portion of the Common Expenses, which is to be levied as provided herein.

1.5. Assessment, Capital Improvement.

Capital Improvement Assessment means a charge which the Board may levy against the Owners and their Lots, representing a portion of the cost to the Association for installation or construction of any capital Improvements on any of the Common Area or Association Maintenance Areas. Such charge shall be levied in the same proportion as Annual Assessments.

1.6. Assessment, Reconstruction.

Reconstruction Assessment means a charge which the Board may levy against the Owners and their Lots, representing a portion of the Association's cost to reconstruct any Improvements on the Common Area and Association Maintenance Areas. Such charge shall be levied in the same proportion as Annual Assessments.

1.7. Assessment, Special.

Special Assessment means a charge against a particular Owner directly attributable to, or reimbursable by, that Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the Restrictions, or a reasonable fine or penalty assessed by the Board, plus interest and other charges on such Special Assessments as provided for herein. Special Assessments shall not include any late payment penalties, interest charges or costs (including attorneys' fees) incurred by the Association in the collection of Annual, Capital Improvement or Reconstruction Assessments.

1.8. Association.

Association means Renaissance Estates Owners' Association, a California nonprofit corporation, (formed pursuant to the California Nonprofit Mutual Benefit Corporation Law), its successors and assigns. The Association is an "association" as defined in Section 1351(a) of the California Civil Code.

1.9. Association Maintenance Areas.

Association Maintenance Areas means certain fences and walls surrounding the perimeter of the Properties. The Association will have a nonexclusive easement for maintenance purposes over the Association Maintenance Areas. The approximate location of the Association Maintenance Areas in Phase 1, are depicted on the drawings which are marked Exhibit "D," attached hereto and incorporated herein by this reference; provided that the precise location of such Association Maintenance Areas shown on Exhibit "D" shall be defined by the Improvements originally constructed or installed by Declarant.

1.10. Association Maintenance Funds.

Association Maintenance Funds means the accounts created for Association receipts and disbursements pursuant to Article VI hereof.



1.11. Beneficiary.

Beneficiary means a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust and the assignees of such Mortgage or Beneficiary.

1.12. Board or Board of Directors.

Board or Board of Directors means the Association's Board of Directors.

1.13. Budget.

Budget means a written, itemized estimate of the Association's income and Common Expenses prepared pursuant to the Bylaws.

1.14. Bylaws.

Bylaws means the Bylaws of the Association as adopted by the Board initially in the form of Exhibit "B" attached hereto and incorporated herein by this reference, as amended or restated.

1.15. County.

County means the County of Riverside, State of California, and its various departments, divisions, employees and representatives.

1.16. Close of Escrow.

Close of Escrow means the date on which a deed is recorded, conveying a Lot pursuant to a transaction requiring the issuance of a Final Subdivision Public Report by the DRE.

1.17. Common Area.

Common Area means all the real property and improvements which are owned by the Association. The Common Area at the time of the first Close of Escrow in Phase I includes Lot D of Tract No.26677. Additional Common Area may be annexed to the Properties pursuant to Article XVI hereof.

1.18. Common Expenses.

Common Expenses means those expenses for which the Association is responsible under this Declaration, including the actual and estimated costs of: maintaining, managing, operating repairing and replacing the Common Area and the Association Maintenance Areas; unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments; any commonly metered utilities and other commonly metered charges for the Properties; managing Association to managers, accountants, attorneys and other employees; all utilities, gardening, trash pickup and other services benefitting the Common Area and the Association Maintenance Areas; fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Properties and the directors, officers and agents of the Association; bonding the members of the management body; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Properties, or portions thereof; and all other items incurred by the

