

APPENDIX II
ELECTRIC VEHICLE CHARGING
STATION
RECORDABLE AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

RENAISSANCE OWNERS
ASSOCIATION
% General Manager
645 Front Street
San Diego, CA 92101

APN: _____

(Above Space for Recorder's Use)

ELECTRIC VEHICLE CHARGING STATION AGREEMENT

This Electric Vehicle Charging Station Agreement (“Agreement”) is between Renaissance Owners Association, a California nonprofit mutual benefit corporation (“Association”) and _____ (“Owner”). The terms capitalized herein are defined in the “Declaration” identified in Recital C, below, or in the text when first encountered, unless such meaning is self-evident in the context used.

RECITALS

A. The Owner is the record owner of the real property described on Exhibit “A” attached hereto, known as 645 Front Street # _____, San Diego, CA 92101 (“Unit”).

B. The Unit is a condominium in the condominium project referred to as “Renaissance,” and which is managed and controlled by the Association.

C. All real property in the Project, including the Unit, is subject to that certain “2018 Third Amended and Restated Declaration of Restrictions for Renaissance,” recorded on February 5, 2018, as Document No. 2018-0045616, in the Official Records of the San Diego County Recorder’s Office, State of California (“Declaration”), including any amendments thereto.

D. The Association is vested with certain rights and obligations of management and control of the Project as described in the Declaration and the other governing documents of the Association.

E. Parking space #____ (“Parking Space”) in the Project is assigned to Owner. Owner wishes to install or otherwise use an electric vehicle charging station in the Parking Space, which shall be defined as including any related electrical and mechanical components or parts thereof (“EVCS”) within the Parking Space or other portions of the Project. The installation will require that wiring, a sub-meter (if applicable) and

other related improvements be installed in the Association Property and/or Common Area, as applicable, including inside and outside the boundaries of the Parking Space. For the purposes of this Agreement, the wiring, sub-meter (if applicable) and other related improvements shall also be considered part of the EVCS.

F. The Association agrees to allow the installation of an EVCS subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged (regardless of whether such consideration was received before or after the execution of this Agreement), the parties agree as follows:

1. The above Recitals are incorporated into this Agreement and made a part hereof.
2. The Association, by virtue of and under its authority, hereby grants and conveys to Owner a non-exclusive revocable license over those portions of the Common Area, as applicable, necessary to install the EVCS (“License”). The License is limited to the EVCS in the locations, and in accordance with the plans and specifications, approved by the Association. The License shall be for the sole and exclusive purpose of installing, using, maintaining, repairing, replacing or removing the EVCS and repairing any damage(s) that may result from installing, using, maintaining, repairing, replacing or removing the EVCS. The Association shall have the authority to revoke the License at any time in the event of the Owner’s breach of any provision of this Agreement or, aside from the Owner’s breach, the occurrence of any other condition that shall otherwise give the Association proper cause hereunder.
3. The installation, use, maintenance, repair, replacement or removal of the EVCS shall comply with Civil Code section 4745.
4. The Owner covenants and agrees that the EVCS (i) shall meet all applicable health and safety standards and all requirements imposed by state and local permitting authorities as well as the California Building Standards Code, California Code of Regulations, Title 24 and (ii) shall be installed, used, maintained, repaired, replaced or removed in (A) strict compliance with the plans and specifications approved by the Association and (B) a manner deemed acceptable to the Association.
5. The Owner shall obtain all necessary approvals and permits for the installation, maintenance, use, repair, removal and replacement of the EVCS.
6. All installation, maintenance, use, repair, removal and replacement maintenance, repair or replacement work on the EVCS shall be performed during reasonable hours of the day to avoid unreasonable noise and disturbances to residents of Renaissance.

7. All installation, maintenance, use, repair, removal and replacement work shall be performed by a California licensed and insured electrical contractor and other types of licensed and insured contractors appropriate and required for the work being performed.
8. Owner and each successor owner shall be responsible for payment of the cost of the electrical usage by the EVCS. The electricity to the EVCS must at all times be sub-metered at Owner's sole expense.
9. The Owner shall unplug his or her vehicle from the EVCS in the event of his or her extended absence from the Unit.
10. Owner covenants and agrees that the EVCS shall be constructed and maintained strictly in compliance with the plans and specifications approved by Association and that the EVCS shall be kept in good maintenance and repair.
11. Owner shall be required to remove all or any portion of, the EVCS temporarily, at Owner's sole expense, if the EVCS or any portion of it interferes with the inspection, maintenance, repair, replacement, or operation of the Common Area or any portion of a Unit.
12. Owner and each successor owner shall, at all times after the installation of the EVCS, maintain an umbrella liability insurance policy providing for \$1,000,000 coverage for Owner's obligations and liabilities regarding the EVCS and naming the Renaissance Owners Association as an additional insured under the policy with notice of cancellation. A certificate evidencing such coverage must be submitted to the Association within 14 days of approval of the application by the Board of Directors and updated certificates must be provided whenever necessary to evidence the continuation of the required insurance coverage.
13. Owner and all successor owners shall indemnify, defend and hold the Association harmless for any damages to Owner, Owner's vehicle, or any other property of Owner, to other persons or person's property, or Association property from any cause whatsoever associated directly or indirectly with the installation, maintenance, use, repair, removal and replacement of the EVCS.
14. Owner and all successive owners shall be responsible for the costs of any damage to the EVCS, Common Areas, Units, or adjacent parking spaces (either above or below) and all property and persons resulting from installation, maintenance, use, repair, removal and replacement of the EVCS.
15. Owner must disclose to prospective buyers of the Unit the existence of the EVCS and the related responsibilities of the Owner and successive owners.
16. All future work on the EVCS requires prior approval of the Association and the Owner must submit all of the following prior to the commencement of any work:

- a. The name, address and contact information for the California licensed and insured electrical contractor who will perform the work and for any other licensed and insured contractors appropriate and required for the work being performed.
 - b. A copy of the contractors' current California contractor's license.
 - c. A copy of the contractor's current certificate of insurance evidencing \$1,000,000.00 liability coverage for work in high-rise buildings and proof of workers compensation insurance. This certificate must name the Renaissance Owners Association as an additional insured with notice of cancellation.
17. In any action or proceeding pertaining to or arising out of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees whether or not the matter proceeds to judgment or any other form of adjudication.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. All successive owners of the Unit shall be bound by this Agreement.
19. Owner covenants and agrees that, if Owner materially breaches any of the terms and conditions of this Agreement, Association shall be entitled to require Owner to remove the EVCS at Owner's sole expense. Owner further covenants personally and for Owner's successors and assigns that any and all costs incurred by the Association that are attributable to Owner's failure to abide by the terms of this Agreement shall be the personal obligation of the record owner of the Unit at the time they are incurred by the Association and shall also be a lien upon the Unit, from and after the date incurred which lien may be enforced and collected in the same manner as any assessment levied under the Declaration.
20. If any of the terms or provisions of this Agreement shall be declared by a court of competent jurisdiction to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect and, to this extent, the terms and provisions of this Agreement are deemed to be severable.
21. The provisions contained in this Agreement shall run with the land and be binding upon the Unit and the Common Area, and such covenants shall be enforceable as equitable servitudes. Even if the license for the EVCS granted herein is revoked or terminated, the remaining terms of this agreement shall remain in full force and effect.
22. If any litigation, arbitration, or mediation is commenced between Owner and the Association, or the directors, officers, agents, employees or successors of either party concerning the provisions of this Agreement or its breach or termination, Owner agrees, for himself and his successors, that he may bring litigation, arbitration, or mediation proceedings solely against the Association, and that he waives any right he may have to litigate, arbitrate, or mediate against any past, present, or future director, officer, agent, employee, or member of the Association.

- 23. Owner covenants and agrees that the EVCS shall remain subject in all respects to the jurisdiction of the Association and to the Declaration and other governing documents of the Association. Owner covenants and agrees that, if Owner fails to construct, install, maintain, repair, remove, replace and use the EVCS in accordance with the terms of this Agreement, Association shall have the power, at Owner's expense, either to maintain, repair or replace the EVCS or to remove the EVCS, in Association's sole discretion.

- 24. Should a claim or dispute arise between the Association and Owner pertaining to this Agreement, the parties agree that they shall first attempt to settle such claim or dispute by mediation in accordance with the current rules of the National Conflict Resolution Center ("NCRC"), unless the parties mutually agree to another set of rules or approach to mediation. A written demand for mediation shall be filed, by the party alleging the claim or dispute, with the other party to this Agreement and with NCRC.

- 25. This Agreement is intended by the parties as the final and sole expression of their agreement with respect to the installation, maintenance, use, repair, removal and replacement of the EVCS, and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties. This Agreement may be modified only by a writing signed by the parties or their respective successors in interest and recorded in the same manner as this Agreement.

“Association”

Dated: _____

Renaissance Owners Association,
a California non-profit mutual benefit corporation

By: _____
Print Name, Title
Authorized Agent

Signature

“Owner”

Dated: _____

By: _____
Printed Name

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

Witness my hand and official seal.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs is true and correct.

Witness my hand and official seal.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION OF UNIT

TO BE ATTACHED
(INCLUDING IDENTIFICATION OF PARKING SPACE)