



Renaissance

Rules and Regulations

Amended, September 2018.

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1.0 Association Governing Documents

1.1 These Renaissance Rules and Regulations adopted by the Renaissance Owners Association (“Association”) contain the rules and procedures governing everyday life at The Renaissance as well as elections, moving in and out, remodeling of units, and suspension of privileges. Together with the Covenants, Codes and Restrictions (“CC&Rs”), the By-Laws and the Architectural Guidelines, the Renaissance Rules and Regulations constitute the governing documents of the Renaissance Owners Association (“Governing Documents”). To the extent of any inconsistency among the Governing Documents, the CC&Rs, the By-Laws and the Architectural Guidelines shall supersede these Renaissance Rules and Regulations.

1.2 All owners, residents, guests and business invitees are required to abide by all provisions of the Governing Documents. Owners are responsible for their own actions as well as those of their guests, tenants and business invitees. Owners are subject to corrective action, fines, suspension of membership rights and privileges, including voting rights, or any combination thereof, by the Board of Directors for any violations by them, their guests, tenants or business invitees.

1.3 The name and address of anyone in violation of the Renaissance Rules and Regulations may be reported to the Board of Directors by the General Manager, the Assistant to the General Manager, the desk attendants or any Resident.

1.4 Nothing in these Rules and Regulations shall restrict the Board’s right to enforce any of the Governing Documents by any other lawful manner.

2.0 Violation Enforcement Procedure

2.1 Any act in conflict with the Governing Documents of the Association is considered a violation. It is the intent of the Board that any alleged violation of the Governing Documents including the Renaissance Rules and Regulations be processed upon discovery according to the procedures outlined herein.

A “Class A” violation” shall mean a violation which the Board determines is a serious or ongoing threat to the health, safety, value, or peace of the Complex or any part thereof. A “Class B” violation which the Board determines does not constitute a serious or ongoing threat to the health, safety, value, or peace of the Complex or any part thereof.

2.2 In the event a violation report is filed with the Board, the Board will act as follows:

a. Class A Violations

1. Send a Notice of Hearing to the owner/resident stating the nature of the violation and the date by which the violation must be cured. The Notice of Hearing will contain the date, time and place of the hearing, the nature of the alleged violation for which the owner may be disciplined, and a statement that

the owner has a right to attend, and may address the Board, at the hearing. This Notice of Hearing shall be sent at least 10 calendar days prior to the hearing.

b. Class B Violations

1. Send a warning letter to the owner/resident stating the nature of the violation and the date by which the violation must be cured.

2. Upon expiration of the cure date, if the violation still exists or has reoccurred, a second letter (a "Notice of Hearing") will be sent to the owner stating that the failure to abide by the Governing Documents has imposed a hardship on the Association and the letter will also notify the owner of a hearing with the Board of Directors on their next scheduled meeting date. The Notice of Hearing will contain the date, time and place of the hearing, the nature of the alleged violation for which the owner may be disciplined, and a statement that the owner has a right to attend, and may address the Board, at the hearing. This Notice of Hearing shall be sent at least 10 calendar days prior to the hearing.

c. At the hearing for both Class A and Class B violations, the owner may present any facts and circumstances relevant to the Board's consideration of the violation.

d. After due consideration by the Board of all relevant facts and circumstances available to it, if the owner is found to be in violation of the Association's Governing Documents, the Board may: 1) seek redress by use of alternative dispute resolution such as mediation; 2) levy monetary fines on the owner's account; 3) cause the violation to be corrected and assess the owner for reimbursement of costs pursuant to Section 4.4. of the CC&Rs; and/or 4) suspend the owner's voting and/or other membership privileges pursuant to Paragraph 7.0 of these Rules.

e. If the decision is to levy a monetary fine, the Violation Fine Schedule will apply.

f. Nothing contained herein shall be interpreted to limit or eliminate case-by-case discretion on the part of the Board of Directors with respect to the imposition of fines and disciplinary action, so long as the action (or inaction) is reasonable and rendered in good faith is not discriminatory, arbitrary or capricious when applied to the circumstances.

3.0 Violation Fine Schedule

3.1 Class A Violations

1st Occurrence: Notice of Violation, Cease and Desist, Correct and Repair or both and request to attend hearing. Fine of \$1,000.00.

2nd Occurrence: Notice of Violation, Cease and Desist, and request to attend hearing. Suspension of privileges. Referral to Association's Attorney for further action. Fine of \$2,000.00.

3.2 Class B Violations

1st Occurrence: Notice of Violation, Cease and Desist, Correct and Repair or both.

2nd Occurrence: Notice of Violation, Cease and Desist, and request to attend hearing. Possible suspension of privileges. Fine of \$500.00.

3rd Occurrence: Notice of Violation, Cease and Desist, and request to attend hearing. Suspension of privileges. Referral to Association's attorney for further action. Fine of \$1,000.00.

3.3 Fines for both Class A and Class B violations will continue to double with each repetition of the same or similar offense, after notice and hearing.

3.4 Should a violation occur which results in the reasonable expenditure of funds by, or financial obligations to, the Association, the owner responsible for the violation must reimburse the Association for this financial obligation by way of special assessment. For example, if there is damage to walls, carpet and/or any other common property, repair and replacement cost will be charged to the responsible owner. Such cost may also include reasonable attorney's fees.

4.0 Procedure for Owner Hearings

If an owner has been invited to attend a hearing for an alleged violation of the Association's Governing Documents, the following procedure will be followed:

- a. The owner will be introduced to the Board of Directors and other Association representatives.
- b. The acting chairperson will summarize the reason for the hearing.
- c. The owner may present written and/or oral evidence to state his or her position.
- d. The requirements of the Association's Governing Documents will be reviewed for clarification of issues.

- e. The Board may ask the owner questions.
- f. The owner may ask the Board questions and make a final statement.
- g. The Board will deliberate and vote in closed session.
- h. The owner will be notified of the Board's decision, in writing, within fifteen (15) calendar days. The effective date of the disciplinary action will be at least five (5) days after the date of the hearing.

5.0 Forms and Reports

Various forms, substantially as set forth in Appendix I, are provided for owner use as appropriate. Additional copies of these forms may be obtained upon request from the desk attendants or the General Manager. Forms may be returned personally, by fax, or by email to the General Manager.

A. Rules Violation Report – This form must be completed in order to report violations to the Association. Appropriate action will be taken to confirm the violation and commence enforcement per the enforcement policy. All reports will be held in confidence and reviewed only by the Board of Directors, the General Manager and the Association's legal counsel if necessary.

B. Resident Information Form – Residential owners must complete this form providing the necessary information to the General Manager for use in the event of an emergency. This form is also used to document tenants, vehicles, pets and additional emergency contacts.

C. Key and Elevator Access Authorization – This form is used by owners to document authorization for guests to obtain the emergency key to a unit.

D. Bicycle Registration – Owners must complete this form to obtain identification decals for bicycles parked in the garage. Bicycles left in the garage without the appropriate decals may be removed without notice.

E. Community Room Reservation – Owners who want to reserve the Community Room for an event must complete this form and return it to the desk attendant or General Manager at least seven (7) calendar days before the date of the event. Availability is on a first-come-first-served basis.

F. Listing Broker/Agent Entry Authorization Form – Owners selling their unit must complete this form and provide it to the desk attendant or General Manager prior to the broker/agent showing the property.

G. Email Opt-In – Owners wishing to receive communications from the Association via email must complete and submit to the General Manager an email opt-in form.

6.0 General Conduct, Disturbances and Nuisances

6.1 Residents are responsible at all times for the reasonable conduct of themselves, their occupants, guests and invitees. Loud or boisterous conduct anywhere on Renaissance property, including a personal residence, which unreasonably disturbs the comfort and quiet enjoyment of others, is prohibited.

6.2 No owner, resident, guest or invitee may communicate rudely or disrespectfully with the Board, agents, staff, desk attendants or vendors in the act of performing their duties on behalf of Renaissance. Such behavior is subject to disciplinary action and fines. The proper responsibility for direction and discipline of such staff and vendors resides solely with the Board of Directors and not with individual residents. Complaints must be addressed exclusively to the General Manager or the Board.

6.3 If a neighbor or guest is causing a disturbance, the person being inconvenienced should promptly telephone the desk attendant or General Manager at the time of the disturbance.

6.4 The volume of radios, stereo sets, televisions and musical instruments must be held to a reasonable level at all times so other residents are not unreasonably disturbed. After 10:00 p.m. the volume must be significantly reduced so as not to disturb other residents. The limitation after 10:00 p.m. shall be strictly enforced.

6.5 Speakers and floor supported musical instruments (e.g. pianos and organs) must be isolated from direct contact with floors and walls.

6.6 No person may discharge into the Renaissance sewer system or storm drain any toxic or noxious or pollutant matter in such concentrations as to violate any law or subject any owner or the Association to liability under local, state, or federal law. Discharges that are detrimental to or endanger the health, safety, or welfare of The Renaissance community or the general public are also prohibited. No discharge may cause injury or damage to common areas, neighboring property or business elsewhere on or adjacent to the complex.

6.7 No air pollutants or contaminants sufficient to create a nuisance shall be discharged at any time.

6.8 Nothing associated with the ordinary use of, or authorized improvements to, any unit shall be deemed a nuisance.

6.9 The use of drones is governed by section 6.20 of the CC&R's.

7.0 Suspension of Privileges

7.1 During any period of time that any Association assessment against a condominium remains delinquent for more than sixty (60) days, the Board of Directors, after notice and hearing, shall have the right to:

- a. Suspend all voting rights of the owner(s) of the condominium;
- b. Suspend the rights and privileges of the owner(s), their tenants, residents and guests to use any recreational or other facilities in the common area as well as any proximity sensor devices, such as fobs and garage door openers.

NOTE: NOTHING IN THIS SECTION SHALL BE CONSTRUED TO LIMIT REASONABLE ACCESS TO THE CONDOMINIUM, EXCLUSIVE USE STORAGE SPACE OR EXCLUSIVE USE PARKING SPACE APPURTENANT TO THE CONDOMINIUM.

8.0 Building Access

8.1 Renaissance is equipped with video cameras, controlled access doors and locking mechanisms, proximity sensor panels, fire monitoring, fire-life systems and related building improvements. However, no building has completely secure facilities and no warranty is expressly made or may be implied as to resident safety. It takes the vigilant observation and prompt action of the residents in order to prevent accidents, unauthorized access and failure of these systems. Owners and residents should report any observed condition or suspected violation promptly to the General Manager or desk attendant.

8.2 UNDER REVIEW PENDING FINAL OWNER COMMENTS.

8.2.1 Access to certain portions of the common area may be restricted for specified reasons or during restricted time periods.

8.3 Climbing over any gates or fences in or about the Complex is prohibited.

8.4 Proximity sensor devices must be turned over to the new owner when there is a change in unit ownership.

8.5 The Association does not and will not assume ANY risk for actual or alleged injury, loss or damage of any kind, directly or indirectly resulting from, or connected with, the resident's choice to issue keys to cleaning personnel, employees, visitors, etc. The Association,

Board of Directors and management shall not be liable for any occurrence or incident connected with this action.

8.6 Each Owner/resident has the right of reasonable egress and ingress to and from their living unit.

8.7 Residents hosting a party/gathering with a guest list of fewer than 20 persons must provide the desk staff with a guests list so that the staff can provide access to their guests. Residents hosting a gathering of 20 persons or more, must provide a person in the lobby to be able to identify guests as well as to fob them in the elevator to the resident's unit.

9.0 Balconies, Patios, and Decks – Exclusive Use Areas

9.1 No items may be thrown or swept from the balconies.

9.2 No items (including potted or hanging plants) may be placed on the outside of the railing of any balcony, patio, or deck. Potted or hanging plants may be placed on the inside of the railing; however, the container and plant material cannot extend beyond the balcony, patio, deck, or such other locations as may pose a risk of injury to persons or property.

9.3 Blinds or canopies attached to the exterior of the buildings are not allowed, this includes free-standing umbrellas, screens or sunshades such as bamboo unless a balcony is over 100 square feet. If a balcony is over 100 square feet, items are subject to approval of the Architectural Review Committee prior to installation and must be securely weighted at all times. Owners are solely responsible for any and all damage to persons or property that may occur from the installation or placement of a blind, canopy, umbrella, screen or other similar item.

9.4 For the public safety, draping of clothing, towels, flags, banners or any objects over balconies, patio or courtyard walls is not permitted. Noncommercial flags and banners that are no larger than 15 square feet may be displayed within an owner's exclusive use balcony or patio with a free-standing base so long as it is securely weighted at all times.

9.5 Pets may not be left unattended on balconies, patios, or decks. See section 20 for the full list of rules regarding pets.

9.6 The care and maintenance of the balcony decking area are the responsibility of each individual owner and resident. Care must be taken to prevent irrigation and cleaning water and detergents from running and dripping over the edges of the balcony area onto the balconies below. Potted plants must have appropriate catch basins underneath them. Each owner shall be responsible for the cost of any repairs necessitated by any water run-off from their balcony or deck or that causes damage to the property of others. The Association shall be responsible for painting and maintaining both the exterior and interior surfaces of any open railing such as iron or tubular steel railings.

9.7 No unreasonable, or potentially risky or dangerous behavior is permitted on balconies. No one may climb, lean-over, sit, reach through or stand on balcony, patio or deck railings or walls.

9.8 The balconies of a unit are to be used as outdoor living areas, and may contain patio furniture, potted plants and other similar outdoor furnishings, which comply with the standards governing the appearance of such items (including without limitation, size, materials, color and fabric). When in doubt, address your inquiries to the General Manager.

9.9 Balconies, patios and decks may not be used for storage of any type.

9.10 The balconies must be maintained in clean, neat and sanitary condition at all times and nothing may be placed on the balconies so as to render them unsightly or offensive to any other property in the vicinity of the Complex or its occupants.

9.11 No barbecues or any other type of grill may be placed or used on any balcony or deck, except the common area association-owned barbecues located on the plaza and the penthouse terraces on the 22nd floor of each tower.

9.12 Bicycles are not permitted on balconies, patios or decks.

9.13 Improvements, including without limitation, plants, fountains and other landscaping features within the Exclusive Use Patio Area, Exclusive Use Balcony Area and/or Exclusive Use Deck Area, are subject to the Renaissance Rules and Regulations and the Architectural Guidelines and any improvements within such areas require the approval of the Architectural Review Committee.

9.14 No vegetation is permitted to extend beyond the railings, fences, walls or other boundaries of the Exclusive Use Balcony Area, Exclusive Use Patio Area or Exclusive Use Deck Area except when approved by the Architectural Review Committee.

9.15 No owner may change or alter the surface of any Exclusive Use Patio Area, Exclusive Use Deck Area or Exclusive Use Balcony Area without the written consent of the Architectural Review Committee and the Board of Directors.

9.16 Owners may install a satellite dish of one (1) meter or less in diameter, and other communication- receiving antennae or devices covered by the Federal Telecommunications Act of 1996 (the "Act") in their units or exclusive use area only. Satellite dishes larger than one (1) meter in diameter, and any other antennae not covered by the Act, are prohibited. No other such devices are permitted. Satellite dishes and similar devices must not be above balcony railing height and must be on a free-standing base securely weighted down at all times. No such device may penetrate any exterior building surface.

10.0 Window Coverings

10.1 Curtains, drapes, shutters, blinds, and other window materials subject to view from the common area and/or exterior of the buildings are restricted as to the color of the side exposed to the exterior. Only window coverings and materials, which have a grey, black, white,

off-white or neutral color are allowed and approved. Owners must arrange for window coverings within thirty (30) days after close of escrow for windows that are visible from the exterior. Owners are responsible for the care and maintenance of all window coverings. The Association may compel owners to replace worn or torn materials visible from the exterior.

10.2 Aluminum foils or other reflective materials, bed sheets, towels, papers and similar material may not be applied to windows or utilized as window treatments.

10.3 No exterior screens are permitted except with the approval of the Architectural Review Committee.

10.4 Window tinting of any kind is prohibited without the prior approval of the Board of Directors.

11.0 Common Areas

11.1 Residential common areas include: corridors and halls, elevators, parking garage (except for exclusive use parking and storage areas assigned to the unit), lobbies, community room and kitchen, pool/spa area, fitness center, plaza area, and the building structure.

11.2 No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound emitting devices. Common courtesy must be observed at all times.

11.3 Owners and residents are responsible for the conduct of their relatives and guests. All common areas, including, but not limited to the elevators, passageways, recreation areas, and lobbies are unsupervised and are used by all residents and guests at their own risk.

11.4 Owners are responsible for any and all actions of their guests, tenants, contractors, employees and anyone upon the premises by their instruction, invitation or permission.

11.5 Owners are responsible for, and bear all costs of, repairs and/or replacement for any damage to the building, recreational facilities, equipment, or any other common area property, if it is determined by the Board that the damage was caused by the resident, or tenants, guests, employees or contractors of the resident.

11.6 No resident may store or place anything in or upon the common areas, lobbies, hallways, stairways, or public areas except as approved by the Board. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings, and items of furniture..

11.7 No signs, symbols, door knockers or similar features and equipment may be hung, installed, or attached to the exterior unit door.

11.8 Dusting, brushing or cleaning personal belongings in any common area is not permitted.

11.9 Satellite dishes may not be attached to common area property. No such device may penetrate any exterior building surface.

11.10 Proper attire must be worn whenever entering the common areas. Shoes and shirts are required to be worn at all times while in the common areas (except within the pool and spa areas). Anyone going to and from the fitness room and pool/spa area must wear a cover up. Precautions must be taken to prevent excess water from dripping onto interior surfaces and flooring, which may cause a slippery, dangerous, or unsightly condition.

11.11 The lobbies or community room areas may not be used for loitering, napping, or sleeping. These areas are strictly for the meeting and entertainment of residents and guests.

11.12 Residents may not prop open any common area or residence door or perimeter gates at anytime.

11.13 The roof and related mechanical rooms are off limits for access or use by residents or guests except in emergencies. Violation subjects the owner to a fine.

11.14 The use of skateboards, scooters, bicycles or rollerblades, or other similar items, is not allowed in any common area.

11.15 Smoking, including the use of electronic smoking devices, is not allowed in any interior common area including, but not limited to, lobbies, community room, building corridors, elevators, elevator vestibules, garage and stairwells. Smoking, including the use of electronic smoking devices, also is prohibited on the plaza level of the property. This includes, but is not limited to, the barbeque, sitting area and fireplace areas as well as the exclusive use common areas (unit patios, decks and balconies).

11.16 Lost and Found items should be turned in to the General Manager or desk attendant.

11.17 No exterior clotheslines may be erected or maintained or hung on balconies or railings within the Complex. The exterior drying or laundering of clothes or any other items on any Exclusive Use Common Area or Association property is prohibited.

11.18 No patio, deck, balcony or parking spaces may be used for storage purposes, including, without limitation, the storage of bicycles without approval of the Board.

11.19 No resident may modify Association property or Common Area. No resident is permitted to alter, paint, decorate, remodel, landscape or adorn any part of the Association property or common area without the prior written consent of the Board.

12.0 Health and Safety and Emergencies

12.1 In an emergency, Association employees and emergency personnel may be required to enter units and/or exclusive use common areas and may use forcible entry, if necessary, to gain such entry. When there is an entry into any unit or exclusive use area, such

entry shall be made with as little inconvenience to the owner/resident as possible. If the emergency entry was necessary as a direct result of the unit resident's acts or omissions to act, the owner will be responsible for the damages and costs of repair related to the emergency entry.

12.2 Obstruction of the corridors, lobbies, hallways, stairways, or entranceways throughout the Complex is not permitted.

13.0 Elevators

13.1 No uncovered beverage or food containers are allowed in the elevator at any time. If a spill of any kind occurs, it is each person's responsibility to locate, identify and clean the spill immediately.

13.2 No person(s) may play with or wrongfully manipulate the elevator stop switches. The elevators have been electronically programmed to provide the most efficient service under normal conditions. Holding open elevator doors, pressing order buttons and corridor buttons unnecessarily will cause the service to be less efficient for everyone and may cause a mechanical failure.

13.3 If it is determined that an owner, resident, guest or invitee causes a mechanical or other failure of the elevator, the owner will be subject to a fine or other discipline and will be responsible for the costs of repair incurred by the Association, including all time-out damages and costs of repair incurred by holding an elevator open for any purpose whatsoever.

13.4 If an elevator stops unexplainably and stalls, riders should REMAIN CALM! The intercom provided in the elevator should be used to notify the desk attendant. Emergency personnel will be contacted immediately.

14.0 Garage and Parking

14.1 The speed limit in the garage is 5 mph. Drivers must come to a stop before entering or exiting the ramps. It is recommended that headlights be turned on while driving in the garage area.

14.2 Any vehicle that is parked so as to impede the normal flow of traffic, block access to other residents' parking, or obstruct access of the Fire Department and/or obstruct emergency vehicles subjects the owner to a fine or other discipline and will be towed immediately WITHOUT NOTICE at the violator's expense.

14.3 All vehicles within the garages must be operational and exhibit current license tags.

14.4 Any vehicle wrongfully parked in any owner's exclusive use parking space, or any vehicle that is parked in unassigned spaces, is subject to towing at the violator's expense.

14.5 The parking garage is for residents only. All spaces are deeded and for the sole use of their owners. Likewise, all storage areas are deeded and for the sole use of their owners.

14.6 Vehicles belonging to a resident's guest or business invitee may be parked only in the resident's exclusive use parking space.

14.7 Excessive oil leaks and stains caused by a resident's vehicle are subject to fines and/or the cost of clean-up and repairs. The use of oil catching and absorbing materials underneath vehicles to prevent excessive staining is encouraged.

14.8 No owner may rent a parking space to anyone other than a guest or a resident of another living unit, except with the written approval of the Board.

14.9 No excessive noise from vehicles or revving up of engines is permitted at any time. Vehicles that are of sufficient size to set off car alarms when driven in the garage may not be parked in the parking garage.

14.10 Vehicles must entirely fit within a resident's deeded space and not affect any other space. Vehicles that do not completely fit within a parking space must be parked off of the premises.

14.11 No maintenance on vehicles is permitted anywhere in the garage area. The term "maintenance" includes, but is not limited to, wet washing, waxing, fluid changes, body work and mechanical maintenance or any other maintenance or repair work.

14.12 Care must be taken when opening car doors to avoid denting or chipping the paint of neighboring cars.

14.13 Should a car alarm continue to go off, the Association may, at the resident's expense, hire a locksmith and take whatever action is necessary to stop the alarm. Vehicle alarms that do not automatically go off after a short interval are not permitted.

14.14 Boats, jet skis, trailers, campers or other similar recreational vehicles, and/or unsightly, unregistered or inoperable vehicles, are not permitted within the Complex at any time.

14.15 Bicycles, grocery hand carts, strollers, and children's transportation safety accessories such as child car seats may be placed in front of the vehicle parked in an owner's deeded parking spaces. Bicycles also may be parked in the area designated for bicycles.

14.16 For safety reasons, bicycles may not be ridden in or through the garage.

14.17 Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its agents, Board of Directors, insurance company, and staff are held harmless and not liable for any damages and/or losses whatsoever.

14.18 All signage and directional pavement markers must be followed.

14.19 The Horseshoe Drive area (between the entrance and exit to the main garage on Front Street) is ONE-WAY and may be accessed only from the garage entrance driveway. This area is for passenger pick-up and drop-off; parking of vehicles is not permitted in this area. Any vehicle left unattended is subject to immediate towing WITHOUT NOTICE at the violator's expense.

15.0 Handicap Parking

15.1 Renaissance contains handicapped parking spaces. The owner of a parking space which is designated as a handicapped parking space and who is not handicapped must, upon request, assign to the resident of another unit in the Complex who is or becomes handicapped for an extended and continuous period (regardless whether the handicapped resident is a new resident) the exclusive right to use such handicapped parking space; provided, however, such handicapped person makes available to that owner the handicapped person's assigned parking space.

15.2 Such right to use the handicapped parking will terminate when the person ceases to be handicapped or to be a resident of The Renaissance.

15.3 Evidence of handicapped status will be only by distinguishing license plate or placard issued by the California Department of Motor Vehicles. There is no guarantee that there will be sufficient handicapped parking spaces to meet the needs of all residents.

16.0 Recreation Areas

16.1 The Recreation Areas at Renaissance include the following areas: Community Room, Barbecue, Library, Fitness Center, Swimming Pool, Spa Areas, Fireplace, and Trellised Seating Area.

16.2 The Recreation Areas are unsupervised. All persons using the recreation areas do so at their own risk.

16.3 The Board of Directors reserves the reasonable right to deny use of any or all of the recreational facilities to anyone at any time.

16.4 The Recreation Areas are for the exclusive use of all residents and their guests. Commercial owners, their employees, and their guests may not use the Recreation Areas. Proper identification must be presented to a desk attendant or management personnel upon request.

16.5 Guests may use recreational facilities unaccompanied by the host, except the gym, if and only if the guests are registered with the General Manager and agree to abide by the Renaissance Rules and Regulations and other restrictions posted in common and recreation areas.

16.6 Personal furniture, other than that provided by the Association, shall not be used in the recreation areas without the approval of the General Manager. Association provided furniture, accessories, games and equipment shall not be removed from those areas.

16.7 Persons who use the Recreation Areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.

16.8 Glass or other breakable containers and objects are prohibited in all the Recreation Areas except the community room.

16.9 Smoking, including the use of electronic smoking devices, is prohibited in the common areas and exclusive use areas.

16.10 Running, horseplay, loud noises or activities, aggressive, drunken or lewd behavior is prohibited.

16.11 The barbecue may be used by adult residents and their guests. Use of the barbecue may begin no earlier than 10:00 a.m. and must be completed no later than 10:00 p.m.

16.12 Reservations must be made for the barbecue at a sign-up sheet maintained by the South Tower desk attendant. In the absence of any reservation, the barbecue may be used on a first-come- first-served basis. No resident shall reserve or control the barbecue for more than one hour in any four-hour period.

16.13 When cooking on the barbecue is completed, the resident must wire-brush the grill.

16.14 Residents are liable for all damages to either the Complex or the personal property of another person caused by the resident's use of the barbecue area and barbecue equipment.

16.15 Residents must comply with any additional rules concerning the barbecue area posted from time to time by the Association.

17.0 Community Room and Conference Room Reservations and Use

17.1 Events in the Community Room may begin any time after 7 a.m., and must end by 10:00 p.m. After 10:00 p.m. there will be no more than four (4) people permitted to remain on-site for clean up. Clean up and trash removal is the responsibility of the resident making the reservation. Clean up must be completed immediately after the event. Clean up includes the restroom and any trash in and around the building and common areas. An Association representative will inspect the condition after the event. Residents should inspect the premises before the event since the area is open to all residents. Although every effort is made to maintain all facilities in clean condition, the Association cannot guarantee facility cleanliness. Restrooms should be checked prior to the beginning of an event for ample supplies.

17.2 Music and party noise must be kept to a volume that will not unreasonably annoy residents or create a nuisance. Amplified music is not permitted. Live music may be permitted under reasonable circumstances. Minors must be supervised by an adult at all times.

17.2.1 If the Community Room is reserved for a wedding or reception, guests may not be allowed to throw rice, confetti or other similar items. Any damage to the carpets will be at owner's expense. All vendors or contractors must be licensed in the State of California (if necessary) and, at least three (3) days before the event, must provide evidence of workers' compensation insurance, general liability and property damage insurance, in amounts determined by the Board, as well as certificates of insurance naming the Association as an additional insured.

17.3 The owner or resident is solely responsible for all guests and anyone in attendance at the party and will be held liable for any damages they may cause. The owner or resident is solely responsible for all equipment brought to the Community Room. The Association is not responsible for theft or damage incurred as a result of a Community Room event.

17.4 Guests must park off site or in the deeded parking spaces of their hosts.

17.5 The swimming pool/spa area is NOT included in the reservations and is to remain available to residents at all times.

17.6 For events of twenty (20) or more guests, additional security guards and valet parking may be required at the owner's expense. The Board reserves the right to require security guards and/or valet parking for parties with fewer than twenty 20 guests. Where an owner hires a valet, either pursuant to this rule or voluntarily: (1) the owner must present proof of liability insurance and workers' compensation insurance from the valet and designate the Renaissance Owners Association as an additional insured and have that designation printed on the certificate of liability insurance; (2) valets must arrive at least fifteen (15) minutes before the start time of the event; (3) the valet company may set up a reception stand only within the right hand side of the turnaround and down near the garage entrance and may not block the exit from the garage or prohibit traffic through the turnaround; (4) the valet must have at least one designated management/contact person onsite for the duration of the event; (5) valets must stay a minimum of 45 minutes after the stated end of the event to ensure late departing guests have proper access to their vehicles.

This provision does not apply to: (1) Peacefully assembling or meeting with members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes; (2) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests and speak on matters of public interest; (3) Using the common area for an assembly or meeting described in paragraph (1) or (2) when that facility is not otherwise in use.

17.7 Doors, gates or elevators may not be propped open or left ajar.

17.8 A check for a refundable deposit, made payable to The Renaissance Owners Association, in the amount of \$500.00 must accompany the reservation form for the Community Room. This provision does not apply to: (1) Peacefully assembling or meeting with members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes; (2) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests and speak on matters of public interest; (3) Using the common area for an assembly or meeting described in paragraph (1) or (2) when that facility is not otherwise in use. See also Section 8.7.

17.9 The deposit will be returned within seven (7) days following the event, less any charges for damage, cleaning and/or vandalism and any costs associated to quiet the party. The Board and/or management representatives will have the final determination of the condition and return of the deposit. If the deposit is insufficient to cover cleaning or damage of the common areas resulting from a party or event, the Board reserves the right to seek recovery from the owner for such additional costs by way of a reimbursement assessment.

17.10 The Association reserves the right, in its sole discretion, to refuse the use of the Community Room for any party or gathering to the fullest extent allowed by law.

The furniture in the sitting area of the Community Room (sofas, table, rug and planters) cannot be relocated or moved. The round table and the four chairs accompanying the table may be relocated to allow additional space for an event (Renaissance staff will relocate this table at your request).

17.11 The Conference Room is available for use by management, owners, residents, and their guests. Events or meetings in the Conference Room may begin any time after 7:00 a.m., and must end by 10:00 p.m. Residents should inspect the room before the event or meeting since the area is open to all residents. An Association representative will inspect the condition of the Conference Room before and after each event.

17.12 The Conference Room may be reserved for up to a maximum of four (4) hours consecutively within a 24-hour period.

17.13. Owners are responsible for, and bear all costs of, repairs and/or replacement for any damage to the Conference Room by the owner or the owner's tenants, guests, employees, or contractors.

17.14. The Association reserves the right to the fullest extent of the law to refuse the use of the Conference Room for any event or meeting it deems inappropriate.

17.15. No food or drinks other than water, coffee, and tea are allowed in the Conference Room.

17.16. Conference Room space is limited to a maximum of eight (8) people.

17.17. No additional furniture is permitted in the Conference Room.

17.18. The removal of Conference Room furniture is not permitted.

17.19. Minors in the Conference Room must be supervised by an adult at all times.

18.0 Swimming Pool and Spa

18.1 The swimming pool and spa are open for use 24 hours per day except for periods of cleaning; however, use of the pool and spa areas is subject to quiet hours between 10:00 p.m. and 6:00 a.m. Sunday through Thursday and between midnight and 6:00 a.m. on Friday and Saturday.

18.2 Use of tables, chairs and lounges in the pool area is on a first- come-first- served basis. Personal belongings may not be left in this area unattended.

18.3 No foreign substances of any kind may be added to the pool or spa. Persons observed doing so will be assessed the full cost of returning the pool or spa to its previous condition.

18.4 The use of the pool is expressly limited to residents and their invited guests. Each unit is limited to a total of four (4) guests at any given time.

18.5 All gates must remain latched at all times.

18.6 Any loud noise, disturbance or other activity that creates a nuisance to residents is not permitted at any time.

18.7 Inflatable items, sun-mats, surfboards, Styrofoam floats or other large objects of any kind are not permitted. Flotation devices for small children (e.g. water wings) are permitted.

18.8 Life preservers, lifesaving hooks and related equipment may be used only for emergencies. These items are for safety purposes, not for recreation.

18.9 Pool furniture, tables, umbrellas and other accessories may not be removed from the pool area.

18.10 No glassware or any other breakable item of any kind is allowed in the pool area.

18.11 No cooking apparatus of any kind may be used within the pool area.

18.12 No pets are allowed in the pool area at any time except for service animals.

18.13 Bicycles, skateboards, scooters, roller-skates, roller-blades are not permitted in the pool area at any time.

18.14 Proper swim attire must be worn in the pool area at all times. Topless or nude sunbathing or swimming is not permitted.

18.15 No sound audible to others may be emitted from any electronic equipment.

18.16 Because there is no lifeguard on duty, persons under the age of fourteen (14) should not use the pool without an adult in attendance.

18.17 Owners and guests must abide by any and all posted signs, rules or policies in the pool area.

19.0 Fitness Center

19.1 The Fitness Center is open for use twenty-four hours a day except for periods of cleaning.

19.2 Radios and music playing devices may be used only with headphones.

19.3 All Association equipment must remain inside the fitness room.

19.4 All equipment must be wiped down after each use.

19.5 All equipment is to be used as intended. Weight stacks on the equipment must be lowered to their start positions in a manner to avoid striking other plates. Free weights may not be dropped on the floor.

19.6 Residents may not store or place any personal equipment in the fitness center.

19.7 No glass containers or other breakable items or food items are allowed in the fitness center.

19.8 Professional trainers who tend to residents or owners must register with the North Tower desk attendant before entering the fitness center. Professional trainers must leave the premises upon completion of the resident or owner's training session. The professional trainer and the resident or owner who hires him or her must each execute the form found at Appendix VI agreeing to abide by Association rules and waiving any liability against the Association to the fullest extent allowed by law.

19.9 All persons using the fitness center do so at their own risk.

19.10 No pets are allowed in the fitness center except service animals.

19.11 Cell phones may not be used in the fitness center.

20.0 Pets

20.1 Pets may not be left unattended or unleashed in the common area or on patios, decks or balconies of a residential unit.

20.2 All dogs and cats must be registered with the General Manager.

20.3 All dogs kept within the Complex must have a current license and name tag.

20.4 All pets MUST be accompanied by a resident and kept in an enclosure or on a leash by a person capable of controlling the animal at all times within the common area.

20.5 No exotic pets or livestock may be kept permanently or temporarily in any residential unit. No animal may be kept, bred or raised for commercial purposes.

20.6 Balconies, patios, or decks are not to be used for feeding or watering of pets or birds. Pets may not be left unattended on balconies, patios, or decks. Balconies, patios or decks are not to be used for droppings deposited by a pet.

20.7 Each unit may house no more than two (2) dogs, or one (1) cat and one (1) dog, or two (2) cats. Pit bull dogs or other aggressive breeds of animals, which in the reasonable determination of the Board are determined to be a threat to the health or safety of the residents of the Complex, are not be permitted under any circumstances.

20.8 The Board may prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after notice and hearing, is deemed by the Board to constitute a nuisance to any other resident.

20.9 Each person bringing or keeping a pet within the Complex is solely liable to other residents and their invitees for any damage to persons or property caused by any pet brought upon or kept in the Complex by such person or by members of his or her family or invitees and it is the duty and responsibility of each such resident to clean up after such animals that have deposited droppings or otherwise used any portion of the Complex or public street abutting or visible from the property. Failure to clean up immediately after an animal will be grounds for disciplinary action and assessment for the cost of clean-up.

20.10 Uncontrolled animals in the common area are subject to immediate restraint and will be turned over to the Humane Society. The owner of the pet may be subject to disciplinary action.

20.11 Owners are responsible for any damage or destruction to planted areas, trees, shrubbery or other landscaped areas in or immediately surrounding the Complex caused by their pets or pets belonging to their guests or invitees, and the owner is subject to disciplinary action as well as assessment for any repairs required.

20.12 Owners are responsible for the nuisance and noise disturbance of their pets as well as the pets of their lessees, guests and business invitees. Continuous or repeated animal noises that can be heard by adjacent residents, or in the common areas, or by residents of nearby buildings are deemed a nuisance and subject the owner to disciplinary action.

21.0 Storage

21.1 The Association is not responsible for any loss or damage to items placed in personal deeded storage lockers. Storage in these lockers is strictly at resident's sole risk.

21.2 Gas-powered machines, ammunition, fuel tanks, explosives, and/or combustible materials are prohibited inside owners' deeded storage spaces.

21.3 Items of personal property may not be stored in the garage area unless completely contained within the personal storage units.

22.0 Trash Disposal

22.1 Cooking scraps and wet garbage (except bones, pasta, rice, and fibrous vegetables) may be disposed of by using the garbage disposal in the kitchen sink. All other disposable items are to be put into secured bags and placed in the trash chute located in each hallway. Owners will be responsible for any and all damage caused by their use of the garbage disposal.

22.2 All trash items that are larger than trash-chute size must be placed in secured bags and disposed of in the dumpsters located on floor *1 in the North Tower next to the elevator corridor.

22.3 All cardboard boxes must be broken down and disposed of in the dumpster located on floor *1 in the North Tower next to the elevator corridor.

22.4 No construction debris produced by outside workers may be disposed of on site. Proper disposal of all debris produced by outside workers is the responsibility of the resident and Owners will be assessed the actual cost of any clean-up services or repairs required due to the improper disposal of such materials.

22.5 Hazardous items, including batteries, paint and other such materials are subject to special disposal requirements that may not be available at the Complex. Owners are responsible for the safe disposal and destruction of all materials

23.0 Deliveries

23.1 The Association and its agents and employees are not responsible for the acceptance and/or delivery of parcels to a resident's unit in the resident's absence. Parcels that cannot fit in the resident's mailbox may be accepted and held at the unit's respective tower lobby desk for resident pick up. The desk attendant will attempt to leave a telephone and/or written or electronic message for the resident. In no case is the Association or its agents or employees responsible for damage to, or the theft of, delivered items.

23.2 Deliveries of furniture and other items are permitted between 8:00 a.m. and 6:00 p.m. Monday through Saturday except holidays without full compliance with the Move-In/Move-Out Policies and Procedures so long as the delivery does not require the elevator to be held for loading, potentially causing the elevator to time-out. Deliveries of large, hard-sided or heavy items must be scheduled in advance and the Move-In/Move-Out Policies and Procedures in Appendix IV must be followed. The resident is responsible to inform the desk attendant of the delivery in advance during business hours so that protective coverings may be put in place prior to beginning the delivery. The resident is also responsible for placing protective coverings on the flooring between the point of entry to the building and the elevator(s) and from the elevator(s) to the unit. The owner is responsible for any damage to the common area caused by the delivery and will be charged for the cost of repair or replacement of any damaged items. Deliveries that result in an elevator time-out will result in a charge to the owner for the full cost of reprogramming the elevator.

23.3 The Association maintains lobby carts for the use of owners and tenants on a first-come, first-served basis. Owners and tenants are required to sign out a lobby cart each time it is requested and will remain responsible for it until it is returned and checked back in by a desk attendant.

24.0 Soliciting

24.1 No soliciting may be conducted in any Common Area except soliciting in connection with (1) Peacefully assembling or meeting with members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes; or (2) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests and speak on matters of public interest.

24.2 All mailroom solicitations must be reviewed and approved by the General Manager prior to being placed in the mailroom.

24.3 Except as set forth herein, neither residents nor their guests, employees, agents, visitors, licensees nor servants may distribute or cause to be distributed any advertising pamphlet, free newspaper or any other printed matter on or in any portion of the property or on resident cars.. Violators should be reported immediately to the desk attendant or General Manager. This provision does not apply to distribution of material in connection with: (1) Peacefully assembling or meeting with members, residents, and their invitees or guests during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes; or (2) Inviting public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents, and their invitees or guests and speak on matters of public interest.

25.0 Holiday Decorations/ Holiday Tree Disposal

25.1 Beginning December 1st of each year, lights and decorations which are substantially secured but not permanently attached to a balcony or balcony ceiling may be displayed. Any lights placed on a balcony must be wrapped around the balcony railings. Blinking or flashing lights are not permitted. Decorations may not be affixed to balcony railings but may be wrapped around the railings to prevent them from falling. In addition, the building exterior cannot be penetrated by hooks, screws, nails or similar devices. All free-standing displays must be substantially secured in a manner to prevent the possibility of their falling from the balcony.

25.2 Non-light and non-noise generating decorations or wreaths may be placed on the exterior of entry doors, so long as they are installed with a hanging device that does not penetrate, damage, or leave residue on the door.

25.3 Lights and decorations inside a unit must not create a nuisance to other residents. Decorations which generate light or noise which may be seen or heard outside a unit must be turned off by 10:00 p.m. on weekdays and by midnight on weekends and holidays.

25.4 Only fire retardant ornamental trees may be used.

25.5 Ornamental trees shall have covering to prevent debris falling on the common areas when being removed. Owners are responsible for any damage done to, or clean up of, the common areas caused by ornamental trees.

25.6 Holiday decorations which are visible from the common areas, including interior holiday lights, must be removed by January 6th.

26.0 Rental of Residential Condominiums

26.1 No owner may lease a condominium for hotel, motel or transient purposes or any other purpose inconsistent with the provisions of the Governing Documents. No condominium shall be leased for a term less than six (6) months. An owner violating this subparagraph shall be subject to a fine of \$1,000 per day the condominium is leased in violation of this provision.

26.2 Owners who rent their condominiums must submit a signed copy of the lease within three (3) business days of the commencement of the lease, which includes the names and contact information for themselves and their tenants to the General Manager.

26.3 Any rental or lease agreement must be in writing, must provide that the lease or rental is subject to the Governing Documents and must provide that any failure to comply with any provision of the Governing Documents is a default under the terms of the lease agreement.

26.4 A copy of the Governing Documents must be provided by the owner to each tenant. Written proof that such items were provided and signed for by the tenant must be delivered to the General Manager within three (3) business days of the commencement of the lease.

26.5 Owners are liable for violations of the Governing Documents by their tenants.

26.6 A tenant has no obligation to the Association to pay assessments imposed by the Association nor does any tenant have any voting rights in the Association.

26.7 The Board may require a tenant to deliver to the Association a security deposit, in an amount established by the Board, from time to time, as security for the cost of cleaning or repairing damage to the common area.

26.8 Use privileges for amenities and common area transfer to a tenant. Owners relinquish all personal use privileges upon leasing their unit unless they reside in another unit in the Complex.

27.0 Resale of Residential Units

27.1 The owner must notify the General Manager that his or her unit has been listed for sale and must complete the Listing Broker/Agent Entry Authorization Form, identifying the listing broker/agent and providing the required information regarding the listing for sale. The owner must provide the Listing Broker/Agent with a copy of the rules applicable to the sale of residential units and ensure compliance by all agents visiting the Complex.

27.2 All real estate agents must check in with the desk attendant. Lock boxes are located at the lobby desks.

27.3 The General Manager and staff are prohibited from showing any unit available for resale to prospective purchasers and are not permitted to make any representations regarding any homes for resale.

27.4 The owner or the broker/agent must not give keys or access fobs to future owners until the close of escrow.

27.5 Agents and potential buyers may park only in the parking spaces assigned to the owner of the unit for sale.

27.6 One sign for the sale and/or rental of Condominiums which comply with Civil Code sections 712 and 713 may be placed within the unit.

27.7 Open houses are allowed on each Sunday except holidays between the hours of 1:00 p.m. and 4:00 p.m. One agent/assistant must be stationed at the entrance to escort people to the elevator. One agent/assistant is to receive people at the unit to be viewed. This procedure applies to all owners and agents conducting open houses.

27.8 Weekly broker caravans are permitted provided that one agent/assistant is stationed at the entrance to escort people to the elevators and one agent/assistant receives people at the unit(s) to be viewed. This procedure applies to all owners and broker/agents conducting caravans.

28. Service, Repair and Trades People

28.1 Owners planning to have service, repair work or improvements performed in their units should contact the General Manager in advance to determine if Architectural Review Committee and Board approval is required. If Architectural Review Committee and Board approval is required, the owner must complete a Request for Remodel form and follow the procedures outlined in Appendix V. Once the owner has obtained approval of an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within six months. If approval is not required, the owner may proceed with the work immediately. The desk attendant should be notified in advance whenever owners or tenants expect contractors, subcontractors, service, or trades people of any kind (“Service Personnel”), to work in their unit. Owners are responsible for any damage caused by Service Personnel or failure of Service Personnel to comply with all rules, regulations, procedures and policies. Therefore, owners must share a copy of this Section 28 with their Service Personnel.

28.2 Working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. No construction or materials deliveries are permitted on Saturdays, Sundays or holidays. All Service Personnel must sign in at the lobby desk at the appropriate tower daily upon arrival, go directly, and confine their activity, to the unit in which they are working. Service Personnel must cease work and gather their tools and materials in time to leave the building no later than 5:00 P.M. Service Personnel must sign out at the lobby desk when leaving the building each day. The desk attendant will ensure that all Service Personnel have departed the building by 5:00 P.M. Fines may be levied on the owners for violation of working hours.

If it is absolutely necessary (i.e. an emergency repair) that a worker arrive earlier or stay later than the normal work hours, the owner must first get approval of the General Manager. Such approvals will be given on a case-by-case basis.

28.3 Access for Service Personnel into and out of the Renaissance shall be through the main garage located on the Front Street side of the complex. Service Personnel must use the Front Street plaza elevator to gain access to units where work is being performed. Parking is provided for loading and unloading only. All day parking on the premises is not permitted except in the owner’s deeded parking spaces with the owner’s permission.

28.4 No stairwell or fire doors are to be propped or otherwise left open at any time for any reason. Leaving fire doors open is a violation of the Fire Code and subjects the Association to a substantial fine which will be assessed against the owner.

28.5 If an owner is absent when work is being performed in the unit, the owner may give written authorization to the General Manager or the North Tower desk attendant to allow access to Service Personnel. The Association will not be responsible for any loss of personal property or damage to an owner’s unit resulting from owner’s authorization.

28.6 Service Personnel are business invitees of their client, the Renaissance owner or tenant, and must conduct themselves with decorum at all times and avoid loud talking, shouting, profane or indecent language or gestures, in compliance with Renaissance Rules and Regulations. Failure to abide by these Rules and Regulations subjects the Renaissance owner to

discipline and fines. No smoking, including the use of electronic smoking devices, is permitted in any indoor common area. Service Personnel may not smoke in the outdoor common areas and must leave the premises if they desire to smoke. Service Personnel may not use the gated pool area for any reason. No one wearing a tank top or string T-shirt will be allowed to enter the building.

28.7 The General Manager must be notified when Service Personnel or the owner have a material or other delivery that requires use of the elevator. The Renaissance does not have a separate freight elevator. Therefore, during remodel projects, one of the regular residential elevators will be padded for use by Service Personnel. All equipment, appliances and materials as well Service Personnel must use the designated padded elevator. These elevators are in constant use by others and must not be held at any floor other than for immediate loading and unloading.

28.8 The General Manager must be consulted prior to any demolition. Extreme caution must be taken during demolition to maintain the integrity of CATV, telephone, electrical, plumbing and/or mechanical wiring or conduit.

28.9 It is the responsibility of Service Personnel to obtain plastic or rubber matting or other approved covering to be placed in the corridor between the elevator and the unit being remodeled. The plastic sheeting must be removed at the end of each work day. All tools, equipment, appliances and furniture must be moved over this matting to avoid damage to the flooring. Any debris or residue from these materials left in the corridor or elsewhere in the building is the responsibility of, and must be removed by, Service Personnel. Service Personnel who violate any of these procedures may be asked to leave the premises.

28.10 All materials and work must be kept within the boundaries of the unit at all times. No construction or preparation for construction is allowed in the common areas or exclusive use areas. No items may be stored in the garage at any time. The kiosk and desk attendants are not authorized to sign for or accept shipments or materials for owners or Service Personnel. All workers must provide their own carts, ladders, tools and equipment. Association materials, tools and equipment may not be used in the remodel or repair of any unit.

28.11 Service Personnel are responsible to provide a minimum of twenty-four (24) hours written notice to all units on the same floor as, and three (3) floors above and three (3) floors below, the unit on which work is being performed, whenever the work being performed will create more than an unreasonable amount of noise and/or may disturb the residents on the surrounding three (3) floors above and below. The notice must inform the neighbors of the date, start time and duration of the noisy activity.

28.12 Service Personnel must remove all their work debris from the building as it accumulates throughout the day, but in any event, no less frequently than at the end of each work day. Under no circumstances are Service Personnel permitted to use the trash chutes or the building's dumpsters for any construction debris. If a dumpster is needed, Service Personnel must provide their own dumpster off the premises.

28.12.1 No grooves, channeling, holes, notches or other cuts of structural elements are allowed in order to accommodate wiring, cable, etc. especially in the post tension concrete floors and ceilings. If any work to be performed requires puncturing the floor or ceiling, the area MUST be x-rayed by a qualified contractor, in the presence of the Chief Engineer. The structure of the building as well as the plumbing are excellent sound transmitters of construction noises much to the annoyance of other residents; therefore any modifications involving plumbing, tile removal or pounding should be done as expeditiously as possible and must be coordinated with the General Manager.

28.13 Before any work whatsoever involving penetration of walls, ceilings or floors, or installation of hard-surface flooring, or installation of new plumbing fixtures is performed, owners must consult the General Manager as such work may require the completion of a Request for Remodel.

28.14 The fire alarm bell/speaker and smoke detectors must not be removed by Service Personnel for any reason. Removal results in notification to the Fire Department as if an actual fire were in progress. Tampering with or modifying fire alarm components is prohibited by law. Neither the bells nor the smoke alarms may be painted or papered. Owners will be responsible for all costs and penalties incurred by the Association as a result of removal or tampering with the fire alarm bell / speaker and/or smoke detectors.

28.15 Plumbing repairs that require water shut-offs and/or draining of the system that is not of an emergency nature, must be arranged with the General Manager at least 72 hours prior to the shut-off in order to coordinate with the Chief Engineer and to notify other residents who may be affected. Owners are charged a fee for shut-offs. Non-emergency water shut-offs will be scheduled only on Tuesdays.

29.0 Electric Vehicle Charging Stations

Requests for installation and use of any electric vehicle charging station (“EVCS”) must comply with Civil Code section 1353.9 and are subject to the following:

29.1 The owner must make application to, and obtain approval from the Board of Directors before proceeding with any work to install an EVCS.

29.2 All costs for preparation of the application by the appropriate professionals shall be borne by the owner.

29.3 An EVCS may be installed only in an owner’s exclusive use parking space appurtenant to the owner’s unit.

29.4 An EVCS must be separately metered or sub-metered to enable all usage costs to be borne by the owner.

29.5 An EVCS must meet 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.

29.6 An application for an EVCS must include all of the following in order to be considered by the Board of Directors:

a. Detailed plans, specifications and schematic drawings submitted by a California licensed electrical engineer certifying:

- 1) The location of the exclusive use parking space where the EVCS will be installed.
- 2) The amount of available capacity in the building's electrical panel.
- 3) That the panel has sufficient capacity available to support the addition of the EVCS to all the existing uses.
- 4) The routing of the lines from the building's electrical panel through the garage to the exclusive use parking space where the EVCS will be located.
- 5) The location of the EVCS in the parking space.

b. An agreement in substantially the form attached Appendix II signed by all the owners of the unit installing the EVCS. The owners must agree to and abide by all the provisions set forth in the agreement. The Association will record the agreement against the unit at the cost of the unit owners.

29.7 The Board of Directors will review the application and may engage the services of a California licensed electrical engineer to assist in evaluating the application. All costs of such review shall be borne by the owner.

29.8 If the Board of Directors grants conceptual approval of the application, the owner must submit all of the following prior to the commencement of work:

- a. The name, address and contact information for the California licensed contractor who will perform the work.
- b. A copy of the contractor's current California electrical 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.

30.0 Rules and Procedures for Elections and Voting

The Rules and Procedures for Elections and Voting are incorporated in these Rules and Regulations and are attached as Appendix III.

31.0 Move-In / Move-Out Policies and Procedures

The Move-In / Move-Out Policies and Procedures are incorporated in these Rules and Regulations and are attached as Appendix IV.

32.0 Owner Remodel Policies and Procedures

The Owner Remodel Policies and Procedures are incorporated in these Rules and Regulations and are attached as Appendix V.

APPENDIX I

FORMS

**RENAISSANCE OWNERS ASSOCIATION
RULES VIOLATION REPORT**

There must be at least one signature from an owner to pursue violations that cannot be viewed by the Association during an inspection of the community (i.e., barking dog, noise nuisance, garage storage, etc.). Please be as specific as possible to enable the Board of Directors to expedite the enforcement process in a timely manner. All alleged violations will be evaluated to ensure that they are considered an infraction as defined by the Association's Governing Documents.

REPORT FILED BY:

Date: _____

Name: _____

Unit #: _____

Phone: _____

Signature: _____

VIOLATION INFORMATION:

Name: _____
(Alleged violator's name)

Unit #: _____
Phone: _____

Description of alleged violation:

_____ (If additional space is needed, please use reverse side of form)

Date(s) and time(s) alleged violation occurred:

How often does the alleged violation occur?

**RENAISSANCE OWNERS ASSOCIATION
RESIDENT INFORMATION FORM**

This information is for Renaissance use only

Owner (s) _____ **Unit No.** _____
Please Print

_____ Please Print

Other Residents /Tenants: _____
(Including children)

Contact Information of Residents:

Resident #1

Home _____

Cell _____

Office _____

Resident #2

Cell _____

Office _____

Cars Parked in the Garage:

#1

Make _____

Model _____

License # _____ State _____

Garage Space # _____

#2

Make _____

Model _____

License # _____ State _____

Garage Space # _____

Pets:

Number of Dogs: _____

Breed _____

Description _____

Weight _____ License # _____

Name of pet _____

Male / Female _____ Age _____

Cats: _____

Breed _____

Description _____

Weight _____ License # _____

Name of pet _____

Male / Female _____ Age _____

Person (s) to Contact in Case of an Emergency:

Contact # 1

Name _____

Phone _____

Contact #2

Name _____

Phone _____

**RENAISSANCE OWNERS ASSOCIATION
KEY AND ELEVATOR ACCESS AUTHORIZATION**

Unit Number: _____

1. The following person(s) is/are authorized to be given access to my unit using the emergency key and have elevator access when I am **NOT** in my unit. I understand that this/these person(s) are expected to abide by the Governing Documents of the Renaissance Owners Association, and that I am responsible for any injury, loss and/or damage(s) that may be incurred as a result of this authorization. The Association is not responsible for any injury, loss or damage as a result of this authorization. I understand that it is the responsibility of my authorized guest to return the key to the desk attendant.

Name(s) of authorized guests or licensees:

2. The following person(s) is/are my permanent guest(s) and there is no need for the desk attendants to call my unit when my guest(s) arrive.

Name(s) of those authorized:

No person may have access to my unit or key unless listed above. This authorization will remain in effect until I notify the desk attendants or the General Manager **IN WRITING** that my authorization is revoked as to one or more of the persons named above.

Resident Name

Resident Signature

Date

Resident Name

Resident Signature

Date

**RENAISSANCE OWNERS ASSOCIATION
BICYCLE REGISTRATION**

Unit # _____

Name of Owner (s): _____

Name of Residents/Tenants: _____

Phone # _____ Email: _____

Bicycle (s) Information:

| Level of garage | Make/Color / Description | Decal # |
|------------------------|---------------------------------|----------------|
| | | |
| | | |
| | | |

I acknowledge receipt of the Renaissance bicycle decal(s) and agree to display them at all times when my bicycle is in the garage. I understand and agree that, the Association, its agents, employees, directors and officers are not responsible for theft, loss or damage to stored bicycles.

Signature: _____ Date: _____

Please make sure to place the decal on a visible area of your bicycle.

**RENAISSANCE OWNERS ASSOCIATION
COMMUNITY ROOM RESERVATION**

Date Requested: _____ Day of the Week: _____

Type of Event: _____

Owner's Name _____ Unit#: _____

Phone: _____ Email: _____

Tenant's Name (if applicable) _____

Phone: _____ Email: _____

Music: Yes: _____ No: _____ Time: From: _____ to: _____

Number of Guests: _____

Deposit (\$500.00) Received: _____ Caterers: Yes: _____ No: _____

I HAVE READ AND UNDERSTAND THE ASSOCIATION RULES AND AGREE TO ABIDE BY THEM AND TO PAY FOR ANY DAMAGE, MISSING ITEMS, AND ANY FEES OR FINES RESULTING FROM USE OF THE COMMUNITY ROOM. I UNDERSTAND I AM RESPONSIBLE FOR LEAVING THE COMMUNITY ROOM IN GOOD CONDITION AND FOR ASSURING THOSE ATTENDING THE EVENT CONFORM TO THE USAGE RULES. FAILURE TO DO SO WILL RESULT IN FORFEITURE OF ALL OR A PORTION OF THE DAMAGE/CLEAN-UP DEPOSIT AND THE APPLICABLE FEES ABOVE WILL APPLY.

PURSUANT TO THE POLICY ADOPTED BY THE BOARD OF DIRECTORS ON NOVEMBER 13, 2013 THE FURNITURE IN THE SITTING AREA OF THE COMMUNITY ROOM (SOFAS, TABLE, RUG AND PLANTERS) CANNOT BE RELOCATED OR MOVED. THE ROUND TABLE AND THE FOUR CHAIRS ACCOMPANYING THE TABLE MAY BE RELOCATED TO ALLOW ADDITIONAL SPACE FOR AN EVENT (RENAISSANCE STAFF WILL RELOCATE THIS TABLE AT YOUR REQUEST).

Owner's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____
(if applicable)

**COMMUNITY ROOM INSPECTION
(OFFICE USE ONLY)**

Attendant Required: Yes: _____ No: _____

Damage Consists of: _____

Total Deposit: _____ Amount Deducted: _____ Total Due: _____

**RENAISSANCE OWNERS ASSOCIATION
LISTING BROKER/AGENT ENTRY AUTHORIZATION**

Date: _____

Owner Information:

Name: _____ Unit #: _____

Phone: _____ E-mail: _____

Name: _____

Phone: _____ E-mail: _____

Broker/Agent Information:

Listing Agent Name: _____ Agent License No.: _____

Phone #: _____ Email: _____

Company Name: _____

Address: _____

Broker Name: _____ Phone : _____

Authorized By: _____

Owner's Signature

Owner's Signature

APPENDIX II

ELECTRIC VEHICLE CHARGING STATION

RECORDABLE AGREEMENT

| | |
|---|--|
| <p>RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:</p> <p>General Manager Renaissance Owners Association 645 Front Street San Diego, California 92101</p> | |
|---|--|

(Above Space for Recorder's Use)

ELECTRIC VEHICLE CHARGING STATION AGREEMENT

This Agreement is between RENAISSANCE OWNERS ASSOCIATION, a nonprofit mutual benefit corporation ("Association") and _____ ("Owner").

RECITALS

- A. Owner is the record owner of the Unit legally described in Exhibit "A" attached hereto ("Unit").
- B. The Unit is part of a "Common Interest Development," as defined in Civil Code section 1351(c), which is located in San Diego County, California and commonly known as "Renaissance."
- C. All real property in Renaissance, including the Unit, is subject to the Second Amended and Restated Declaration of Restrictions for Renaissance, recorded on September 9, 2002, as Document No. 2002-0768196 of Official Records of San Diego County, California ("Declaration"). The term "Declaration" shall include any annexations and amendments to the Declaration.
- D. Association is vested with certain rights and obligations of management and control of Renaissance as described in the Declaration and the other governing documents of the Association.

- E. The deed for the Unit assigns the owner parking space ___ as an Exclusive Use Area ("Space") in Renaissance and owner wishes to install an Electric Vehicle Charging Station ("EVCS") within the Space. The installation will require that wiring, a sub-meter, and other related improvements be installed within the Common Area, both within and outside of the Space. For purposes of this Agreement, this wiring, sub-meter, and other related improvements shall also be considered part of the EVCS.
- F. The Common Area, Exclusive Use Area, and the Unit are more fully designated and described in the Declaration and other governing documents of Renaissance.
- G. Association agrees to allow the installation of an EVCS subject to the following terms and conditions.

AGREEMENT

NOW THEREFORE, the parties executing this EVCS Agreement agree as follows:

1. The above Recitals are incorporated into this Agreement and made a part hereof.
2. For good and valuable consideration, Association, by virtue of and under its authority, hereby grants and conveys to owner a nonexclusive revocable license over those portions of the Common Area necessary to install the EVCS. Owner's license is limited to the EVCS in the location and of the specifications approved by the Association. Said license shall be for the sole and exclusive purpose of installing, maintaining, the EVCS and repairing any damage(s) which may result from installing, maintaining, using, repairing, removing and replacing the EVCS.
3. The installation, maintenance, use, repair, removal and replacement of the EVCS must comply with Civil Code section 1353.9.
4. Owner and each successor owner shall be responsible for all costs of installation, maintenance, use, repair, removal and replacement of the EVCS, including, but not limited to, the cost to install and periodically read the sub-meter to measure the usage of electricity by the EVCS.
5. The owner shall obtain all necessary approvals and permits for the installation, maintenance, use, repair, removal and replacement of the EVCS.
6. The EVCS must meet applicable health and safety standards and all requirements imposed by state and local permitting authorities, as well as

the California Building Standards Code and the California Code of Regulations, Title 24.

7. All installation, maintenance, use, repair, removal and replacement work on the EVCS shall be performed during reasonable hours of the day to avoid unreasonable noise and disturbances to residents of Renaissance.
8. All installation, maintenance, use, repair, removal and replacement work will be performed in compliance with the Association's architectural standards, Rules and Regulations and the law.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. Owner and all successor owners shall be responsible for the costs of any damage to the EVCS, Common Areas, Units, or adjacent parking spaces (either beside, above or below) and all property and persons resulting from installation, maintenance, use, repair, removal and replacement of the EVCS.
16. Owner must disclose to prospective buyers of the Unit the existence of the EVCS and the related responsibilities of the owner and successor owners.
17. All work on the EVCS, currently or in the future, 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.
18. 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.
19. 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 successor owners of the Unit shall be bound by this Agreement.
20. 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.

21. 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.
22. 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.
23. Limitations of Parties. 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.
24. 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.
25. 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.

26. 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.

RENAISSANCE OWNERS ASSOCIATION

By _____

Title _____

Date _____

OWNER(S): _____

By _____

By _____

Unit Number _____

Date _____

EXHIBIT A

LEGAL DESCRIPTION OF UNIT

APPENDIX III

RULES AND PROCEDURES

FOR ELECTIONS AND VOTING

Rules and Procedures for Elections and Voting

These rules, policies and procedures apply to the items legally requiring a vote of the membership (“Owners”) as defined by Civil Code §1363.03, and any amendments thereto, including but not limited to, elections of directors, all votes to remove one or more directors, all votes on assessments, amendments of the Governing Documents, grants of exclusive use of common areas, and such other votes the Board determines should be conducted by secret ballot.

As described in these Rules and Procedures, votes may be cast by members in good standing in person, by proxy, or, by mail-in ballot.

1. Suspension of Voting Rights and Eligibility for Office. A member may be declared to be not in good standing and ineligible to vote or to be a candidate for the Board of Directors, for any period during which the member is delinquent in the payment of assessments in an amount equal to at least one month's assessment, and for a period exceeding thirty (30) days for an infraction of the Governing Documents. A finding of "not in good standing" may be made only following a "show cause" hearing where the member has been given ten (10) days prior notice setting forth the reasons for the suspension, and the member has been given an opportunity to be heard not less than five (5) days before the effective date of the suspension of voting rights. (Bylaws, Article V, Section 5.2) The “show cause” hearing will be held at an executive session one month prior to the election or voting, as the case may be.

2. Qualification and Nomination of Directors. In accordance with the Association’s bylaws, candidates eligible to run for election to the Board need not be members of the Association. (By-laws, Article VII, Section 7.1)

- a. The Association will publish a request for candidates, as the Board of Directors determines, approximately ninety (90) days prior to the date of the annual meeting. All persons desiring to be candidates for the Board of Directors must complete a Candidate’s Qualification Form and return the completed form to the designated person(s) on or before the deadline date noted on the form or accompanying materials in order to be placed on the ballot by the Association. Nominations from the floor will not be accepted. Candidates failing to submit a Candidate’s Qualification Form by the deadline date shall not have their names placed on the ballot or proxy, but may receive write-in votes.
- b. The Candidate’s Qualification Form submitted by each candidate will be enclosed with the notice of the annual meeting to be mailed approximately thirty (30) to sixty (60) days prior to the meeting. The Association will not edit the content of these forms, but will publish a

general statement of non-responsibility for the content of all published forms. Any candidate may request in writing that his or her form not be published as provided herein and the Association will honor any such request received prior to the date of publication of all forms. In any election for the Board of Directors, or other voting by the members, the Association will provide one opportunity to each candidate or member advocating a point of view, to publish a statement of reasonable length in the Association's newsletter or other media, if such exists at the time of the election.

- c. Except as provided in Paragraph 2.b, no Candidate's Qualification Form or other editorial or campaign material will be published in the Association's newsletter or other Association media.
- d. Nothing in these Rules and Procedures is intended to disallow a member from nominating himself or herself as set forth in Paragraph 2.a, above.
- e. As provided in the Association's bylaws, nominations for election to the Board of Directors may not be made from the floor during the annual meeting of members. (Bylaws, Article VII, Section 7.2)

3. Use of Common Area Facilities for Campaign Purposes. All candidates for election and other members may reserve the Association common area meeting space designated by the Board to conduct campaign activities or advocate a point of view on an election or balloting issue pending before the membership. All candidates and members will be provided an equal opportunity to reserve the Association's common area meeting space for these purposes. Reservations can be made by contacting the General Manager. No fees may be charged to any candidate or member for reservation of any common area meeting space to conduct campaign activities or advocate a point of view on an election or ballot issue pending before the membership. All candidates or members reserving the common area meeting space are asked to leave the area in a clean and undamaged condition.

4. Voting by Secret Ballot. In the announcement of any meeting at which an election will be held or other balloting conducted, the Board of Directors will announce the applicable voting period, including any deadline for submission of ballots. The Inspectors of Election will determine when and where ballots may be submitted and the time when the polls open and close at any meeting at which ballots are cast. The Inspectors of Election have the right to extend any voting deadline established for the return of ballots whenever the number of ballots is, or may be, insufficient to establish either a quorum or the minimum number of votes necessary to accomplish the particular action.

- a. Ballots may be submitted at any time from the members' receipt of the ballot until the announced deadline or any extension thereof as set by the Inspectors of Election. Ballots returned by mail are to be returned to the General Manager unless otherwise specified by the Inspectors of Election and so noted in the ballot materials. Ballots may be brought to the membership meeting and deposited in the ballot box at the meeting so long as the time for the polls to close is after the time the membership meeting is scheduled to be called to order.

- 1) Whenever voting by secret ballot is conducted without a membership meeting being held, Inspectors of Elections have the right to review the number of ballots collected prior to the deadline for voting and inform the Board of Directors of the number of ballots received. The review of the number of votes cast and report to the Board of Directors must be made at the open meeting of the Board of Directors or members.

- 2) Once cast, secret ballots may not be revoked or changed, even if the member attends the meeting and seeks to change or withdraw his or her vote before the polls close.

- 3) Voting by proxy is permitted in any election or vote where a membership meeting will be held and voting will be allowed or tallied at the meeting; however, the Association may elect not to prepare and distribute proxies in any vote or election covered by Civil Code §1363.03. The responsibility to prepare and submit a proxy rests with the member seeking to authorize another member to vote by proxy.

- 4) The Board of Directors must set a record date establishing those members entitled to vote on any ballot. Should the Board fail to set a specific record date, the record date will be the date the ballot was posted by the Association in the United States mail.

- 5) In accordance with the Governing Documents of the Association, members are entitled to one vote per unit, except in the election of directors where cumulative voting is allowed. Cumulative voting for directors is permitted in any secret ballot for the election of directors.

b. Ballots and two pre-addressed envelopes with instructions on how to return ballots will be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting. For the election of directors, ballots and voting envelopes will also be distributed at the annual meeting or other meeting of the members. In order to preserve confidentiality, a voter will not be identified by name, address, or lot, parcel, or unit number on the ballot. The Association will generally use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including the following:

1) The ballot itself must not be signed by the voter, but will be inserted into an envelope that is to be sealed by the voter. This envelope is to be inserted into a second (outer) envelope that is sealed by the voter. In the upper left hand corner of the second envelope, the voter must print and sign his or her name, and address. The outer envelope must also indicate the voter's parcel or unit number that entitles him or her to vote.

2) The second (outer) envelope is to be addressed to the Inspectors of Election, who will be tallying the votes. Ballots must be returned in the official envelopes provided in the mailing or they will not be counted. The envelopes are to be mailed or delivered by hand to the address specified by the Inspectors of Election.

3) Ballot materials not completed in accordance with the instructions on or accompanying the ballot materials may result in the ballot being declared invalid, as determined by the Inspectors of Election. The Inspectors of Election have the right to count ballots submitted by members failing to complete all of the above requirements so long as all ballots with similar defects are treated equally and so long as the Inspectors are able to verify that only one ballot per voting unit has been submitted.

4) The mailing of election materials may, but is not required to, include a proxy (see below, Paragraph 5) and return envelope for the proxy.

c. The ballots for election of directors will be counted at the annual meeting if a quorum (simple majority) is established; otherwise, they shall be counted at a reconvened membership meeting scheduled not less than five (5) nor more than thirty (30) days later, at which a

reduced quorum of 25% of members is present in person, by ballot received, or by proxy. Ballots on other issues will be counted at the next scheduled meeting of the Board of Directors, following the expiration of the voting period, or at a membership meeting convened for that purpose. If an action proposed by the members requires a specific number of votes to be effective (e.g. amending the Governing Documents), then the action will not be effective unless that number of votes is received.

- d. Subject to reasonable restrictions established by the Inspectors of Election to prevent interference with, or intimidation of, the Inspectors during the tabulation of the ballots, any candidate or other member of the Association may witness the counting and tabulation of the votes.

No person observing the tabulation of the ballots may communicate or interfere with, or in any way attempt to intimidate, harass or abuse the Inspectors or other persons counting the ballots or assisting the Inspectors.

- e. Except as provided in Paragraph 3, no person, including a member or employee of the Association, may open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspectors of Election may authorize a postponement or extension of the counting of the ballots to another date and time, which must be open to the members. In case of a delay or extension of the time to complete the counting of the ballots, the Inspectors of Election will retain custody of all ballots until the count has been completed and the results reported to the Board of Directors.
- f. The results of the election will be reported promptly to the Board of Directors, recorded in the minutes of the next meeting and made available for review by members. Within fifteen (15) days of the election, the Board will publish the results of the election in a communication directed to all members.
- g. Ballots will be retained by the Association, or its designated agent, for a period of one (1) year following the election or voting deadline, as the case may be. At the conclusion of the one-year period, the ballots may, at the option of the Board of Directors, be destroyed.
- h. Each mailed secret ballot described in these rules, once received by

the Inspectors of Election, will be treated as a member present at a meeting for purposes of establishing a quorum.

5. Proxies. Voting by proxy is permitted in accordance with the provisions of Civil Code Section 1363.03 and the bylaws, although the Board of Directors need not prepare and distribute proxy forms with the voting materials. Proxies submitted to and accepted by the Association must conform to the requirements of the law. Proxies are not ballots and are not secret in that they will be reviewed by the General Manager or other designated representative prior to the meeting. Proxy holders must cast the proxy giver's vote by secret ballot. The instructions to the proxy holder do not count as a secret ballot.

- a. Under Civil Code §1363.03, proxies are to consist of two separate parts: 1) the designation of the proxy holder coupled with the scope and effective dates of the proxy; and 2) the instructions to the proxy holder on how to vote the ballot. Part 1 of the proxy must be returned to the Association or other location specified by the Inspectors of Election. Part 2 of the proxy is to be retained by the proxy holder.
- b. Civil Code §1363.03 provides that instructions given in a proxy that directs the manner in which the proxy holder is to cast the vote are to be set forth on a separate page from the proxy that can be detached and given to the proxy holder by the proxy giver (member). Any voting instructions prepared by the proxy giver are not to be returned to the Association. However, should the proxy giver do so, the voting instructions will, upon request, be given to the proxy holder when the proxy holder signs in at the meeting. Members acknowledge that returning voting instructions to the Association may result in Association representatives seeing how the member instructs his or her proxy holder to vote. The proxy holder shall cast the member's ballot by secret ballot. The instructions to the proxy holder shall not be counted as a ballot.
- c. Proxies are to be returned to the General Manager or other designated recipient prior to any deadline set by the Board of Directors for the return of proxies. Proxies received after the deadline set by the Board will not be counted but may be allowed at an adjourned and reconvened meeting as determined by the Inspectors of Election.
- d. The General Manager or other designated representative of the Inspectors of Election will register all proxies received by the Association and report any noted problems to the Inspectors of Election.
- e. In any election or voting procedure in which proxies are authorized, the

Inspectors of Election will be responsible for authenticating and determining the validity and effect of any submitted proxy.

6. Inspectors of Election. The Inspectors of Election may not be members of the Board of Directors or candidates for election to the Board or related to, or reside with, members of the Board or candidates for election to the Board.

The Inspectors of Election are to perform their responsibilities faithfully so as to ensure that the announced results of the voting represent the true and honest votes of the members casting ballots.

- a. Not less than ten (10) days and not more than ninety (90) days prior to the annual meeting at which the election of Directors takes place, for amendments to the Governing Documents, votes on assessments, votes to grant exclusive use of common areas to one or more members, or other votes of the membership as determined by the Board or required by law, the Board of Directors will appoint three Inspectors of Election to oversee and certify the results of the voting. A maximum of one of the three Inspectors of Election may be an employee of the Association. Any other qualified person or persons may also be appointed. Unless only outside consultants are engaged to serve as the Inspectors, at least one Inspector of Election must be a member of the Association, although all Inspectors of Election may be members of the Association if so appointed by the Board of Directors. If not members of the Association, Inspectors of Election may be compensated for their services. Members of the Association may not be compensated for serving as Inspectors of Election.
- b. The Inspectors of Election shall:
 1. Determine the number of memberships entitled to vote and the voting power of each;
 2. Determine the authenticity, validity and effect of proxies;
 3. Receive the ballots and determine the location to which all ballots are to be returned;
 4. Hear and determine all challenges and questions in any way arising out of, or in connection with, the right to vote;
 5. Count and tabulate all ballots;

6. Determine when the polls will close;
 7. Determine the results of the election or balloting;
 8. Report the results of the election or balloting to the Board of Directors within seven (7) days of the date the polls shall close;
 9. Perform such other acts as may be necessary to conduct balloting in fairness to all members and in accordance with the Governing Documents and all applicable laws.
- c. The Inspectors of Election may appoint additional persons to assist in performing any of the above duties, including employees of the Association provided that the persons are independent third parties.
 - d. The Board of Directors has the authority to remove and/or replace an Inspector of Election at any time if an Inspector resigns or whenever the Board determines that an Inspector will not be able to perform his or her duties impartially and in good faith or if the Inspector ceases to meet the qualifications to serve as described in Paragraphs 6 and 6.a., above.
 - e. The General Manager or the Board will provide the Inspectors of Election with a membership list accurate as of the record date established by the Board for voting eligibility and such other documents as may be necessary for the Inspectors to verify the results of the vote.
 - f. The Inspectors of Election have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation or application of Civil Code §1363.03 *et seq.*, these Rules and Procedures, the Governing Documents or as might otherwise be necessary to ensure a fair election that complies with the law and the Governing Documents. All such consultations will be protected by the Association's attorney-client privilege and will be kept confidential from all persons other than the Board of Directors provided, however, that neither the Inspectors of Election nor the attorney will disclose to others, including the Board, how a particular ballot or proxy is to be, or has been, voted.

7. Election. Provided that a quorum is established at the membership meeting at which the election or removal of directors is held, the number of secret ballots returned to the Inspectors of Election, whatever the number might be, will determine the election of directors.

The number of votes necessary for the removal of a director or directors will be as provided in Corporations Code Section 7222 or any successor statute. A membership meeting for the purpose of removal also requires establishment of a quorum as set forth in Paragraphs 4. h. above. Secret ballots will be opened and counted only at a meeting of the members or Board of Directors at which a quorum of members or directors, as applicable, has been established.

APPENDIX IV

MOVE-IN/MOVE-OUT

POLICIES AND PROCEDURES

Move-In / Move-Out Policies and Procedures

These policies and procedures are meant to make your move as easy as possible while at the same time minimizing inconvenience and liability for both you and the Association. Please read them carefully before you begin planning your move.

1. Prior to Your Move

Moves **MUST be scheduled at least seven (7) working days in advance of moving day** to facilitate access to the elevator. Moves will be conducted between 8:00 a.m. and 6:00 p.m. daily, Monday through Saturday, excluding holidays. **No moves are permitted on Sundays or on New Year's Day, July 4th, Labor Day, Thanksgiving or Christmas.** To insure proper scheduling and availability of the elevator designated for your move, please contact the Assistant to the Manager at your earliest opportunity Monday through Friday 8:00 a.m. to 4:00 p.m. at (619) 595-7074 to schedule your move. Elevators are reserved up to an eight (8) hour period. If a move requires additional time, it may be interrupted to allow for other scheduled moves or deliveries. At that time you should review any questions that you might have regarding these move-in/move-out procedures.

2. Insurance

Please choose your moving company carefully. The owner or tenant is fully responsible for any damage done to the common area during your move. Because of this liability, only fully insured moving companies may be used. **Three (3) days prior to the scheduled moving day, the moving company must supply the Association with a current certificate of liability and workers compensation insurance evidencing a minimum coverage of at least \$1,000,000.00 and naming the Renaissance Owners Association as additional insured.** The move may not start until this certificate has been received by the General Manager.

3. Damage Deposit

The owner or tenant must pay a nonrefundable fee of \$150.00 and a refundable deposit of \$500.00 to the General Manager at least one (1) working day prior to the move. The nonrefundable fee covers the cost of an attendant's presence during the move; the \$500.00 deposit is applicable to all damage, repairs, cleaning, losses or other liabilities incurred as a result of the move. The owner or tenant is responsible for any damage, repair, cleaning, losses or other liabilities that may exceed the deposit. If no damage has occurred, the deposit will be refunded the next working day following the move.

4. Unscheduled Moves

Unscheduled moves will not be allowed use of the elevators. A mover, owner or tenant who attempts a move in/out without a prior reservation of the elevator will be assessed a charge of \$500.00 or the full cost of elevator reprogramming, whichever is greater.

5. Moving Preparation

Make a plan; you will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

Be sure you know:

- a) Your unit number
- b) The day and date assigned for the move and have verified this with your moving company.
- c) The size of the designated moving elevator and hallways. THE FINISH ON THE ELEVATOR AND HALLWAY WALLS ARE EASILY DAMAGED AND EXPENSIVE TO REPAIR. Measure your large items to be sure they fit through the standard door openings, elevator and tight corners.

6. The Move

If you plan to use a professional moving company, be sure to inform them that parking is their responsibility. There are no loading docks at Renaissance and the Association does not reserve or provide parking. Parking in the red zone is prohibited. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss the matter with the General Manager PRIOR to the day of your move. Once parked, whoever is responsible for the move must contact the desk attendant and a representative of the Association will accompany the movers on the initial walk-through from the point of entry to the building, to the elevator, and to your unit and note any damage that might exist.

If you plan to move from out-of-state, please use a destination (local) agent for the company or instruct the driver to call the Lobby Desk a minimum of 48 hours in advance to confirm and coordinate the time of arrival and to insure availability and preparation of the elevator.

Owners who wish to move without using a professional moving company may do so providing they comply with all the same requirements imposed on moving companies.

The Association will provide protective covering for the elevator cab walls during the moving process. **It is the mover's responsibility to provide protective coverings for the flooring (carpet) from the elevator to the resident's door.** The coverings can be runners, paper, or plastic as long as they are not a trip hazard, self stick plastic is not permitted. **NO MOVES WILL BE PERMITTED IF THE PROTECTIVE COVERINGS ARE NOT FULLY IN PLACE.**

When your move is completed, the walk-through inspection from point of entry to the building, to the elevator, and to your unit will be repeated and any new damage noted at that time. Owners are responsible for all costs for repairs necessitated by their move or their tenant's move.

Please provide the moving company with a copy of the attached "Memo to Moving Company Personnel" so that they have a clear understanding of Renaissance's moving requirements.

7. After Moving

At the end of the move the hallways and elevator must be cleared of all debris. All cartons must be flattened and taken to the recycling bin in the north tower trash room on level *1.

Any owner or tenant who disregards this regulation by leaving packing materials or boxes in the hallways will be subject to a minimum charge of \$100.00 to cover the cost of removing this nuisance and fire hazard.

PLEASE NOTE: New owners and tenants who plan ANY remodel work of any kind either before or after their move should contact the General Manager before taking any action whatever. Any puncturing of floors and ceilings can cause severe damage to the building's post tension cables and must not be attempted before consultation with the General Manager.

8. Important Telephone Numbers

| | |
|------------------------------|--------------|
| Lobby Desk | 619-595-7070 |
| General Manager | 619-595-7072 |
| Asst. to the General Manager | 619-595-7074 |
| Management Fax | 619-595-7075 |

**RENAISSANCE OWNERS ASSOCIATION
RESIDENT MOVE-IN/MOVE-OUT AGREEMENT**

Please read, sign and return this move-in/move-out agreement to the Management office PRIOR to beginning any move.

I have read the move-in/move-out procedures for the Renaissance and agree to abide by them. I understand and agree that if any damage is caused as a result of my move, I will be responsible for the cost of any repair, cleaning, losses or other liabilities. I further understand and agree that if my move-in/move-out requires more than the slotted time, it may be interrupted to allow other scheduled deliveries.

Unit Number

Date

Resident Name

Resident Signature

Resident Name

Resident Signature

**RENAISSANCE OWNERS ASSOCIATION
MEMO**

To: MOVING COMPANY PERSONNEL
From: Renaissance Owners Association
Subject: MOVE IN/MOVE OUT POLICIES AND PROCEDURES

Date: _____

These policies must be provided to and reviewed by the moving company supervisor prior to the move.

Moving Company Staff

In order to make the move go smoothly for you, your customer and Renaissance, please make note of the following policies. If you have any questions about these policies, please contact the General Manager at (619) 595-7072 prior to the move.

1. The moving company must supply the Association with a current certificate of liability and workers compensation insurance for a minimum of \$1,000,000.00 at least three (3) working days prior to the scheduled moving day. The certificate must name the Renaissance Owners Association as an additional insured. Please mail, fax or email the certificate to:

Renaissance Owners Association
645 Front Street
San Diego, CA 92101
Fax: 619-595-7075
Email: renaissancegm@redwire.net

2. Notify the desk attendant when you arrive at the building.
3. A representative of the Association will walk with the supervisor from the point of entry to the building, to the elevator and to the resident's unit. During this initial walk-through, any existing damage will be noted on a checklist and signed by the supervisor and the Association's representative.
4. The elevator will be held at point of entry and on your customer's floor in order to minimize the time necessary to accomplish the move. No furniture, boxes, or similar items are to be left in the Renaissance Common Area except while temporarily loading and unloading the elevator.

5. Ceilings may not be removed from the elevator.
6. **It is your responsibility to provide protection to the flooring (carpet) between the elevator and the unit during the moving process. No move can begin until these protective coverings are in place. Self stick plastic is not permitted.**
7. It is your responsibility to insure that the protective coverings have been installed in the elevator prior to the move (provided by the Association).
8. It is your responsibility to check the actual dimensions of the elevator cabs prior to loading large items into the elevator to prevent damage to the elevator cab finish.
9. It is your responsibility to provide all the equipment needed for the move. Dollies or hand trucks must be used at all times. No Renaissance equipment (dollies, hand truck, vacuums, etc.) will be provided by the Association. Under no circumstances may furniture or other belongings be dragged across the hallways or other entry area floors.
10. Moves are scheduled from 8:00 a.m. to 6:00 p.m. Monday through Saturday only. No moves are allowed on Sundays or holidays.
11. When the move is completed, the walk-through inspection will be repeated and any new damage noted at that time and acknowledged by the signature of the supervisor and the Association's representative. The refusal of a supervisor to sign the walk-through inspection form does not relieve the moving company of responsibility for any damage incurred.
12. Should moving company employees disregard any of the above policies, their moving company will not be permitted future access to the building.

**RENAISSANCE OWNERS ASSOCIATION
MOVING COMPANY
MOVE-IN/MOVE-OUT AGREEMENT**

This agreement is to be signed by the supervisor assigned to the move by the moving company and returned to the General Manager prior to the start of any move.

On behalf of _____ Moving Company, I have received, read, and understood the Renaissance Move-In/ Move-Out Policies and Procedures. On behalf of the named moving company, **I agree that my staff and I will provide flooring coverings as stated in the memo and comply fully with the move-in/out policies and procedures of the Renaissance Owners Association.**

Move-In/Move-Out Date: _____

Resident Name

Unit Number

Supervisor Name

Company Name

Supervisor Signature

Date

APPENDIX V

OWNER REMODEL

POLICIES AND PROCEDURES

Date _____

Dear Renaissance Owner,

This Remodel Packet is intended to make your unit improvements and repairs proceed as smoothly as possible. We are a community with many separate owners, but with the common interest of making Renaissance one of the finest residential complexes in San Diego. All modifications and/or repairs that affect the Common Area, other unit(s), the structural integrity, electrical, plumbing or mechanical systems of the buildings, must be approved by both the Architectural Review Committee and the Board of Directors before any work may begin. The Board of Directors and the Architectural Review Committee rely on the CC&Rs and Rules and Regulations in order to facilitate that endeavor. The requirements contained in this Remodel Packet combine the applicable portions of those documents with the practical and procedural steps needed to assure that your remodel or repair is completed in a manner most pleasing to you and least disruptive to your neighbors. Ultimately, following the procedures below will make it easier for you to plan, schedule and execute the work to your unit.

Below are the steps that must be followed and all events that must occur prior to your receiving approval from the Architectural Review Committee in order for any homeowner remodel, regardless of size or complexity, to begin at the Renaissance. The enumerated items must be submitted to the General Manager no later than two weeks prior to the meeting at which the request will be reviewed by the Architectural Review Committee.

IF ARCHITECTURAL APPROVAL IS REQUIRED, ABSOLUTELY NO WORK MAY BEGIN BEFORE COMPLIANCE WITH ALL OF THE FOLLOWING:

A. SUBMITTALS

The following items must be submitted to the General Manager for distribution to all members of the Architectural Review Committee and the Chief Engineer at least two (2) weeks prior to the Architectural Review Committee meeting at which the Request for Remodel is to be considered:

1. Scope of Work, Plans and Drawings.
2. Required Government Permits.
3. Contractor's License.

4. Contractor's Certificate of Insurance naming Renaissance Owners Association as additional insured.
5. Owner's Certificate of Insurance naming Renaissance Owners Association as additional insured.
6. Contractor Rules and Regulations signed by both Contractor and Owner.
7. Signed Owner Letter.
8. Signed Remodel Agreement.

1. SCOPE OF WORK, PLANS AND DRAWINGS. The owner must provide a scope of work, including a full written narrative and detailed set of drawings showing the area as it is presently and as it will be after completion. The final drawings must show all the work to be done including walls, plumbing, electrical, flooring, etc. and should include what will be demolished, moved, added or modified in any way. **It is highly recommended that the services of an experienced professional architect knowledgeable in high-rise building requirements be obtained for these drawings. Likewise, you are urged to obtain the services of a licensed, qualified general contractor to perform the proposed modifications.**

Once final approval of your plans is obtained from the Board of Directors, any changes must also be approved by the Board. The Chief Engineer will inspect the work periodically while it is in progress. A final inspection will take place when the work is completed.

2. REQUIRED GOVERNMENT PERMITS. The owner must provide the General Manager any and all government permits needed for construction prior to commencement of any work. If any electrical or plumbing components are to be changed, installed or eliminated, City of San Diego building permits may be required a separate permit for the demolition portion of the work may also be required. It is the sole responsibility of the owner and the contractor to determine which, if any, permits may be required for the performance of the work and to pay for those permits.

3. CONTRACTOR'S LICENSE. The owner must provide the General Manager with the contractor's current license.

4. CONTRACTOR'S CERTIFICATE OF INSURANCE. The owner must provide a certificate evidencing the contractor's current liability insurance coverage of at least \$1,000,000 and proof of worker's compensation insurance at the time plans are submitted to the General Manager.

Should the contractor be terminated at any time, work must cease and a new contractor's license and proof of liability and worker's compensation insurance must be submitted to the Architectural Review Committee before the new contractor begins work on the project. These policies must name **Renaissance Owners Association** as an additional insured.

5. OWNER CERTIFICATE OF LIABILITY INSURANCE. The owner must provide a certificate evidencing current liability insurance coverage of at least \$1,000,000 covering the work to be performed and naming **Renaissance Owners Association** as additional insured. This requirement is for the protection of the owner as well as for neighbors and the Association.

6. SIGNED CONTRACTOR RULES AND REGULATIONS. The owner must provide the General Manager the Contractors' Rules & Regulations signed by both the owner and the contractor. Contractors who have previously been asked to leave the premises due to violations of the Contractors' Rules and Regulations will not be approved for any project.

7. SIGNED OWNER LETTER. The owner must provide the General Manager this owner Letter signed by all owners of record of the unit.

8. SIGNED REMODEL AGREEMENT. The owner must provide the General Manager the Remodel Agreement signed by all owners of record of the unit.

B. PLAN REVIEW

All plans submitted may be subject to review by a building consultant retained by the Renaissance Owners Association and all costs will be charged to the Homeowner. Depending on the complexity of the plans, two to four weeks should be allowed for review and action by the Architectural Review Committee.

C. FINAL BOARD APPROVAL

After Architectural Review Committee approval, the Request for Remodel will be placed on the agenda of the next scheduled Board of Directors meeting. Recommendations will be discussed and the Board will approve, disapprove or table the Request for Remodel. Again, it is highly recommended that the owner and the contractor be present at the Board meeting to answer any questions.

D. MONITORING BY CHIEF ENGINEER

All work will be monitored by the Chief Engineer to insure compliance with approved plans, and with all rules, regulations, policies and procedures. If there is noncompliance with the approved plans, an immediate stop work order may be issued. Remediation or

removal or both may be required and fines may be imposed. A final inspection will be done prior to final approval of the project. No deposits may be returned until the project has received its final inspection and approval.

E. COMPLETION DEADLINE

All projects must be completed no later than six (6) months after receiving approval from the Board of Directors. Extensive projects that will require more than six (6) months to complete may be granted an extension of time by the Board on a case-by-case basis. An application for such an extension must be submitted prior to the expiration of the original six (6) month period.

F. FEES AND DEPOSITS

The contractor will be required to deposit between \$500 and \$5000 as security for damage during construction, in the sole discretion of the Board. All, or a portion, of this deposit will be refunded upon completion of the work. A non-refundable fee of \$50 per week for each week during the course of construction will be charged to the owner for wear and tear on the building.

Should you have any questions concerning the items outlined in this letter, please feel free to contact me in my office Monday through Friday between 8:00 A.M. and 4:00 P.M. either in person or by calling (619) 595-7072.

Sincerely,

Leonard O'Reilly
General Manager

I have reviewed and understand the contents of this letter and agree that I, my agents, contractors and other representatives shall comply with the requirements of each and every paragraph contained herein.

Homeowner's Signature

Date

Homeowner's Signature

Date

**RENAISSANCE OWNERS ASSOCIATION
REMODEL RELEASE AND INDEMNITY AGREEMENT**

This Remodel Agreement ("AGREEMENT") is entered into by and between the RENAISSANCE OWNERS ASSOCIATION ("ASSOCIATION"), and the owner(s) of Unit _____, _____ ("OWNER").

RECITALS

A. OWNER has submitted a Request for Remodel to ASSOCIATION with accompanying plans and related documents for the remodeling of OWNER'S residence.

B. OWNER and ASSOCIATION acknowledge and agree that it is in the best interests of OWNER, ASSOCIATION, and the other members of the Association that all construction be completed in a timely manner with as little interference and impact upon the remaining areas of the community as possible.

C. OWNER and ASSOCIATION desire to protect the Renaissance Owners Association and its members from, among other things, aesthetic or physical damage or personal injury resulting from construction or construction-related activities.

D. Therefore, in consideration of ASSOCIATION'S approval of OWNER'S Request For Remodel, OWNER has agreed to enter into this AGREEMENT.

AGREEMENT

1. Although ASSOCIATION has reviewed and approved OWNER'S plans, OWNER acknowledges and agrees that it is the sole responsibility of OWNER to ensure that the remodel is completed in accordance with all generally accepted engineering and construction industry standards and practices, and in accordance with all state and local building codes, ordinances, regulations and laws.

2. OWNER releases ASSOCIATION, its Board of Directors, officers, members (owners), agents and employees from any duty, obligation, or responsibility for completing the remodel in accordance with all generally accepted engineering and

construction industry standards and practices, and in accordance with all state and local building codes, ordinances, regulations and laws.

3. To the extent not covered by insurance, OWNER agrees to indemnify, defend and hold harmless ASSOCIATION, and its Board of Directors, officers, members (owners), agents and employees from and against any and all actual or alleged personal injury, property damage, causes of action or claims which may exist or be brought or instituted against any or all of the aforementioned parties because of, or in any manner arising from or related to, OWNER’S remodeling work. OWNER agrees to pay any fees, costs, or expenses of defending, compromising, negotiating or settling any matters pertaining to any such action filed against any or all of the aforementioned parties, including attorneys’ fees, and to pay any judgment, settlement or award against any or all of the aforementioned parties which may result from such actions.

4. In the event it shall become necessary for ASSOCIATION or OWNER to institute legal proceedings 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.

RENAISSANCE OWNERS ASSOCIATION

By _____

Title _____

Date _____

OWNER(S): _____

By _____

By _____

Unit Number _____

Date _____

RENAISSANCE OWNERS ASSOCIATION
CONTRACTOR RULES AND REGULATIONS
and
PROCEDURES FOR REPAIRS, RENOVATION
AND REMODELING OF CONDOMINIUMS

1. Before Beginning the Job

All work to be done in the building which requires approval of the Architectural Review Committee must also ultimately receive the approval of the Board of Directors. The contractor, in conjunction with the Owner, must provide the General Manager with a Request for Remodel at least two (2) weeks prior to the Architectural Review Committee meeting at which the Request for Remodel will be considered. Depending on the complexity of the work to be done, up to four (4) weeks may be required for review by the Architectural Review Committee. One (1) copy of the following items must be submitted with the Request for Remodel:

- a. Scope of Work, Plans and Drawings with sufficient detail to contain an adequate description of the work to be performed to enable the Architectural Review Committee and the Board of Directors to make an informed decision on the Request
- b. Required Government Permits (i.e. demo, electrical, plumbing etc.).
- c. Contractor's Current License.
- d. Certificate of Insurance evidencing contractor liability coverage of at least \$1,000,000 and contractor's worker's compensation insurance.
- e. Contractor Rules and Regulations signed by both the contractor and the Owner.
- f. Renaissance Owners Association Contractor Agreement signed by the contractor.

It is recommended that both the contractor and the owner be present at the Architectural Review Committee meeting to answer any questions that may arise. Once the

Architectural Review Committee has completed its review, the Committee will make recommendations to the Board of Directors. At its next meeting, the Board will consider the Committee's recommendations and decide to approve, deny or table the Request. Once the plans have been approved, no deviations will be allowed without further approval of both the Architectural Review Committee and Board of Directors. All remodeling and repair projects will be inspected weekly by the Chief Engineer for compliance with approved plans. All projects shall promptly commence and must be completed no later than six (6) months from the date of approval by the Board. Extensions may be granted on a case-by-case basis. Should you have any questions, please call the General Manager at (619) 595-7072.

2. Working Hours

Working hours at Renaissance are from 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays. No construction deliveries are permitted on Saturdays, Sundays or holidays. Contractors and their subcontractors and personnel must sign in at the lobby desk at the appropriate tower daily upon arrival, go directly, and confine their activity, to the unit in which they are working.

All contractors and their personnel must cease work and gather their tools and materials in time to leave the building no later than 5:00 P.M. Contractors must sign out at the lobby desk when leaving the building each day. The desk attendant will ensure that all workers have departed the building by 5:00 P.M. Fines may be levied on the Owners for violation of working hours.

If it is absolutely necessary (i.e. an emergency repair) that a workman arrive earlier or stay later than the normal work hours, the owner must get approval of the General Manager. Such approvals will be given on a case-by-case basis.

3. Entrance and Exit

Access for contractors, vendors, movers and trades people into and out of the Renaissance shall be through the main garage located on the Front Street side of the complex. Contractors must use the Front Street plaza elevator to gain access to units where work is being performed. All day parking on the premises is not permitted except in the Owner's deeded parking spaces with the Owner's permission.

No stairwell or fire doors are to be propped or otherwise left open at any time for any reason. Leaving fire doors open is a violation of the Fire Code and subjects the Association to a substantial fine which will be assessed against the Owner.

4. Keys

If an owner is absent when work is being performed in the unit, the owner may give written authorization to the General Manager or the North Tower desk attendant to allow access to the contractor. No access will be given to a contractor without written authorization from the Owner.

5. Conduct of Contractor Personnel and Workers

Contractors, their agents, subcontractors and employees are business invitees of their client, the Renaissance Owner, and must conduct themselves with decorum at all times and avoid loud talking, shouting, profane or indecent language or gestures, in compliance with Renaissance Rules and Regulations. Failure to abide by these Rules and Regulations subjects the Renaissance owner to discipline and fines.

No smoking, including the use of electronic smoking devices, is permitted in any indoor common area. Contractors, their agents, subcontractors and employees may not smoke in the outdoor common areas and must leave the premises if they desire to smoke. Contractors, their agents, subcontractors and employees may not use the gated pool area for any reason.

6. Elevator

The General Manager must be notified when the owner or contractor has a material or other delivery that requires use of the elevator. Renaissance does not have a separate freight elevator. Therefore, during remodel projects, one of the regular residential elevators will be padded for use by contractors.

All equipment, appliances and materials as well as contractors, workers and vendors must use the designated padded elevator. These elevators are in constant use by others and must not be held at any floor other than for immediate loading and unloading.

7. Demolition

The Chief Engineer must be consulted prior to any demolition. Ensure that extreme caution is taken during demolition to maintain the integrity of CATV, telephone, electrical, plumbing and/or mechanical wiring or conduit.

8. Construction and Renovation

It will be the responsibility of the contractor to obtain plastic (self stick plastic is not permitted), rubber matting or other approved covering to be placed in the corridor between the elevator and the unit being remodeled.

The protective covering must be removed every day by 5:00 P.M. All tools, equipment, appliances and furniture must be moved over this matting to avoid damage to the flooring. Any debris or residue from these materials left in the corridor or elsewhere in the building is the responsibility of, and must be removed by, the contractor. Contractors, vendors, and/or trades people found violating any of these procedures may be asked to leave the premises.

All materials and work must be kept within the boundaries of the unit at all times. No construction or preparations for construction are allowed in the common areas, or other areas of the building. No items may be stored in the garage at any time. The kiosk and desk attendants are not authorized to sign for or accept shipments or materials for Owners or contractors.

All workers must provide their own carts, ladders, tools and equipment. Association materials, tools and equipment may not be used in the remodel or repair of any unit.

Throughout the construction process, the Chief Engineer will monitor and inspect the work being performed for compliance with all applicable rules and guidelines. Any deviation from, or non-compliance with, the approved plans and specifications for the project may result in the immediate issuance of a stop work order until all violations have been corrected, inspected and approved. Fines may also be imposed on the Owner.

It will be the responsibility of the contractor to provide a minimum of twenty (24) hours notice to all units on the same floor as, and three (3) floors above and three (3) floors below, the unit on which work is being performed, whenever the work being performed will create more than a minimum of noise. The notice must inform the neighbors of the date, start time and duration of the noisy activity.

The contractor must deposit between \$500 and \$5,000 as security for construction damage, depending on the extent of the work. All, or a portion, of this deposit may be refunded upon completion of the work in addition, the owner will be charged a non-refundable fee of \$50 per week for each week during the course of construction for wear and tear on the building.

9. Disposal

Contractors must remove all their work debris from the building. Under no circumstances are contractors permitted to use the trash chutes or the building's dumpsters for any construction debris. If a dumpster is needed, the contractor must provide his own dumpster outside the building. Cleaning of tools must be done off the premises. Construction materials/debris should NEVER be washed into the draining system.

10. The Building Structure

The Renaissance is a post tension concrete building structure consisting of supporting columns and beams with 8" to 12" inch concrete floors and ceilings between levels and elevator foyers. The structural elements cannot be altered, moved or modified. They are a part of the common area and do not belong to the individual unit owner.

No grooves, channeling, notches, holes or other cuts of structural elements are allowed in order to accommodate wiring, cable, etc. especially in the post tension concrete floors and ceilings. If any work is requested to be approved which requires puncturing the floor or ceiling, the area **MUST** be x-rayed by a qualified contractor, in the presence of the Chief Engineer.

The structure of the building as well as the plumbing are excellent sound transmitters of construction noises much to the annoyance of other residents; therefore any modifications involving plumbing, tile removal or pounding should be done as expeditiously as possible and must be coordinated with the General Manager.

Wood may not be used in the structural remodel of any unit. The use of wood is a violation of the Uniform Building Code as well as San Diego Municipal Ordinances.

11. Wall Penetration

Some walls within units are common chases serving multiple units, i.e. they contain CATV leads as well as other electrical, plumbing, telephone, television and mechanical lines. Any modification may compromise the system and create a maintenance problem that affects others. Any removal, cutting or relocating of these lines will affect units above, below and/or next door. Therefore, any modification of these lines must first be discussed and approved by the Chief Engineer and the General Manager. If there is doubt as to the location of wiring or piping in the walls, the Chief Engineer must be consulted.

Walls sometimes do not afford sufficient protection against sound transmission, therefore, the Board of Directors requires that high quality soundproofing materials be installed whenever perimeter walls are penetrated during the course of construction or repairs.

12. Ceiling Access Panels

It is important when renovating ceilings that close attention be paid to access panels for plumbing and/or ducts so that they may be easily removed for emergencies. Also, please note Paragraph 10, above, regarding post tension concrete ceilings and floors.

13. Floor Coverings/Underlayment requirements

Because the floor of each unit is the ceiling of the unit below, footsteps and other sounds on hard surface floors can become annoying to neighbors. Hard surface floors are permitted only with the proper installation of approved sound proofing material as a base. **A specification sheet showing an " IIC rating of 55 or more, no suspended ceiling, 8" slab", must be submitted to the General Manager with the Scope of Work. The Architectural Review Committee and the Board of Directors must give approval prior to installation of any hard surface.**

14. Spa Tubs

If spa bathtubs are installed, the pump motor must be soundproofed to shield other units from noise. Proper underlayment must be placed under the tub on the slab.

15. Fire Alarm Components

The fire alarm bell / speaker and smoke detectors must not be removed by a contractor for any reason. Removal results in notification to the Fire Department as if an actual - fire were in progress. Tampering with or modifying fire alarm components is prohibited by law. Neither the bells nor the smoke alarms may be painted or papered.

16. Plumbing

Both the hot and cold domestic water systems have shut-off valves in the main risers to the 22nd floor of each tower. The Chief Engineer must be informed when a plumber is to perform any work including heating or air conditioning. This is important because such repairs often require a water shut off and/or draining of the system.

Plumbing repairs or modifications in the unit that require a water shut-off and/or draining of the system that is not of an emergency nature, must be arranged with the General Manager at least seventy-two (72) hours prior to the shut-off in order to coordinate with the Chief Engineer and to notify other residents who may be affected. Fees are charged to the owner for shut-offs and the shut-offs must be discussed with the owner prior to the work being performed. **NON-EMERGENCY WATER SHUT-OFFS WILL BE SCHEDULED ONLY ON TUESDAYS.** If approved plans call for any modifications to the plumbing, ball valves must be installed to facilitate future shut-offs. Any modifications must be done by a qualified, licensed plumber.

17. Enforcement of Repair/Remodel/Renovation Rules

The Declaration of Covenants, Conditions and Restrictions (CC&Rs) provides that the Board of Directors of Renaissance Owners Association shall have the power to enforce the provisions of the Declaration of Covenants, Conditions and Restrictions, By-Laws and the Rules and Regulations, including these Contractor Rules and Regulations. For details on enforcement, see Article XVI of the Declaration of Covenants, Conditions and Restrictions.

I confirm that I have received a copy of these Contractor Rules & Regulations and I agree that I, my agents, subcontractors and employees will comply with them at all times during the course of the work being performed.

CONTRACTOR

By _____

Title _____

Date _____

OWNER(S): _____

By _____

By _____

Unit Number _____

Date _____

APPENDIX V

PERSONAL TRAINER AGREEMENT

Personal Trainer Agreement

I, _____, (“Trainer”), doing business as _____, have been hired by _____, an owner/resident of the Renaissance Owners Association (“ROA”) to provide ongoing personal training in ROA’s gym. Owner/Resident and Trainer agree to abide by ROA’s Rules and Regulations and further agree to hold harmless and indemnify ROA, its officers, directors, employees, and agents to the fullest extent allowed by law from any and all liability, including but not limited to liability for personal injury and wrongful death, arising from their use of the common areas, including the gym facilities and the operation of the gym equipment. Trainer and Owner shall inspect all equipment prior to its use to make certain it is operating properly for the training sessions and shall report any problem with the equipment to the desk attendant. Trainer and Owner/Resident use the gym (and all surrounding areas) at their own risk and assume all risks associated with said usage. ROA staff does not provide medical attention. In the event of a medical emergency, Trainer and Owner/Resident should immediately call 9-1-1.

Trainer

Date

Owner/ Resident

Date