

Renaissance at Rarity Bay Condominium Association, Inc.

Rules and Regulations

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GENERAL ASSOCIATION & OTHER USEFUL INFORMATION	Section
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1.1 General Association information including the current Board of Directors (“Board”) and their contact information, the address and contact information for the Association’s Management office, due date for Assessment payment, and other information that the Board believes may be useful to an Owner is provided in Appendix A. This information is provided as an Appendix to this governing document because the information in it may change each year.

1.2 The Board has also provided as Appendix B, a list of maintenance recommendations. This is provided as a courtesy to Owners, but is not an exhaustive list.

USE RESTRICTIONS

Section

2

Also refer to Article 14 *Use Restrictions of the Declaration*

2.1 It is the intent of the officers and directors of the Renaissance at Rarity Bay Condominium Association, Inc. ("Association") to administer all rules and regulations so that everyone will obtain maximum use and enjoyment of the community. Per Article 8(b) and (c) *Association Rights and Restrictions* of the Declaration of Condominium for Renaissance at Rarity Bay ("Declaration"), the Association shall have the right to make and to enforce reasonable rules and regulations for use of the Condominium, including the Units, Limited Common Elements, and Common Elements.

2.2 Accordingly, the following rules and regulations (herein "Rules") have been adopted by the Board to ensure continued excellence in the quality of living at Renaissance. These Rules are in addition to the Declaration, the By-Laws, and all other Governing Documents, including resolutions, and will be administered by the Association through its Board.

2.3 Enforcement of these Rules is in the hands of the Board and the Association's management and staff whose principal responsibility is to assure you of all the courtesies, comforts and services to which you are entitled.

2.4 Additional Use Restrictions are noted in Article 14 of the Declaration. It is the Owner's responsibility to acquaint themselves, their tenants and guests with all rules and regulations for Renaissance and Rarity Bay Community Association, Inc. ("RBCAI").

2.5 Capitalized terms shall be as defined in Article 1 of the Renaissance Declaration or in Article 1 of the RBCAI Master Declaration unless the content dictates otherwise or unless otherwise defined herein.

2.6 These Rules may be promulgated, modified, or deleted by the Board from time-to-time. Such rules will be distributed to all Owners prior to the date that they shall become effective.

SATELLITE, CABLE AND INTERNET OPTIONS

Section

3

3.1 Satellite dishes are not allowed by individual Unit Owners. The Association installed a dish on the roof of each condominium building and the Association is responsible for the maintenance and operation of the dish and any equipment associated with the dish.

3.2 See Appendix A for current satellite or cable TV and internet options.

UNITS / PATIOS / BALCONIES / BREEZEWAYS

Section

4

4.1 **Damage:** Owners are responsible for the cost of repairs or replacement of any damage to Common Elements or Limited Common elements caused either by themselves or their guests, Occupants, invitees, tenants, pets, or service people working in their Units or delivering items to their Units.

4.2 **Noise:** All Owners, guests, tenants, and Occupants shall reduce noise levels between the hours of 10:00 PM and 8:00 AM so that neighbors are not disturbed. At no time are musical instruments, radios, stereos, or televisions to be so loud as to create a nuisance. Power tools shall not be used between 9:00 p.m. and 8:00 a.m.

4.3 **Waterbeds:** Waterbeds are prohibited on the 2nd and 3rd floors.

4.4 **Candles:** Candles and any other type of item with a flame are not to be left unattended anywhere in the Condominium.

4.5 **Personal Items - Patios:** No clothing, towels, bathing suits, rugs or other floor coverings, mops, appliances, indoor furniture, other household items, clothes lines or poles, firewood, bicycles, tricycles, wagons, balls, dolls, sports equipment of any kind, skateboards, and any other toys or items may be placed or stored where exposed to view from patios, decks and balconies (collectively herein "Patios"). Exceptions: Potted plants, decorative pots, outdoor furniture, seasonal decorations and one (1) well kept doormat.

4.6 **Personal Items - Breezeways:** No personal items are to be placed or stored in any of the breezeways or other Common Elements, without prior approval from the Board. This includes, but is not limited to, items not permitted in *Personal Items: Patios* above, strollers, name plates, potted plants, decorative pots, furniture, wall décor, statuary, birdbaths, Sheppard's hooks, and solar or electric lighting. No shoes or clothing are to be left outside of a Unit in the breezeway except for those belonging to repair/maintenance persons while they are working in a Unit. Exceptions: One (1) well kept doormat and a seasonal door decoration.

4.7 **Wheeled Toys:** The use of any "wheeled toy" including, but not limited to, roller-blades, roller-skates, bicycles, tricycles, skateboards and scooters is not permitted in the breezeways or on the Patios.

4.8 **Motorized Vehicles:** No motorized vehicles such as motorcycles and mopeds may be placed or stored inside of any Unit, on a Patio, in the breezeways or any other Limited Common Element or Common Element except in an approved parking space or the Unit's garage. Exception: Motorized wheelchairs are exempt from this rule and may be placed or stored inside of a Unit.

4.9 **Smoking:** Cigars, cigarettes and pipe ash are to be disposed of in proper receptacles and are not to be tossed on any portion of the Common Elements including the elevators, breezeways, landscaped areas, sidewalks, parking spaces and the driveway or flushed down the sinks or toilets.

4.10 **Dust/Dirt:** Items including, but not limited to, dust mops, brooms, rugs, mats or other dusty or dirty items are not to be shaken, swept, blown or washed off from Patios, windows or breezeways.

4.11 **Liquids:** No liquids of any kind are to be thrown or sprayed from windows, Patios or breezeways.

4.12 **Feeding of Animals:** No feeding of birds or other animals is allowed in any portion of the Common Elements or Limited Common Elements, including Patios, with the exception of hummingbird feeders, which are not to be attached to the stucco walls or ceilings without prior approval from the Board. This rule is necessary to keep from attracting rats and other vermin.

4.13 **Outdoor Cooking:** Outdoor cooking is only allowed in front of the Unit's assigned parking garage. All items used in grilling and smoking must be removed and cleared from the area unless they would present a fire hazard by being placed in a garage. Blocking access to neighboring garages is prohibited. Storage of grills and smokers is only allowed inside the garage.

4.14 **Holiday/Seasonal Decorations:** The display of normal and customary holiday/seasonal decorations is permitted within Patios and on the front door. Reasonable holiday lights and decorations may be hung from the Patio railings for two weeks before and two weeks after the holiday. No decorations or lighting of any kind may be hung from the ceiling or walls causing penetration of the stucco.

4.15 **Notices & Signage:** No notices or signage of any kind may be attached to the Common Element walls or elevator walls without approval of the Board. Owners may not place displays or advertising materials in any Unit or garage window or the Common Elements.

4.16 **Yard Sales:** Yard sales, garage sales, or similar activities are not permitted. The Board must preapprove estate sales, in writing.

PENETRATION OF BUILDING EXTERIOR SURFACE

Section

5

5.1 Absolutely no penetration of any exterior surface of any building/structure for any purpose is permitted without prior written approval of the Board. Any exterior surface includes, but is not limited to; exterior building and garage wall surfaces; balcony, Patio and breezeway walls and ceilings; and entrance doorframes to any Unit, storage closet or garage.

5.2 To obtain prior written approval for the installation of any item that requires penetration into an exterior surface as described in the above paragraph, an Owner must complete the request form supplied by the Association and submit to the Board for review on or before five (5) business days prior to the next scheduled regular meeting of the Board. Written approval or denial of such modification request may be based on inspection and further evaluation and can take up to ten (10) business days from the initial Board review.

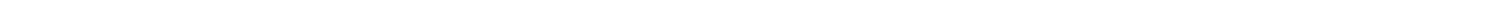
5.3 Modification requests may be deemed approved, approved with stipulations, or denied. The Owner shall be entitled to a hearing before the Board to review the Board's decision. Following the hearing, conducted by the Board on behalf of the Owner, the request will be deemed closed and a final decision will be sent, in writing, to the Owner.

5.4 The tenant of an Owner shall not be entitled to submit a modification request on behalf of an Owner. Modification requests submitted by a tenant of an Owner shall be deemed not complete for review. Owner shall be responsible for any action taken by Owner's tenant to penetrate any exterior surface as per this Section. Sanctions placed upon any Unit by the Board resulting from the actions of Owner's tenant - including, but not limited to, water infiltration damage and subsequent long-term damage to the integrity of exterior surfaces and structures – are the responsibility of the Unit Owner.

5.5 Approval of a modification request may be subject to scheduled inspection of the installation on a regular basis by Association maintenance representatives to determine if the site of installation continues to remain properly sealed. Failure to maintain caulking and other sealant required to preserve the integrity of the installation may cause the need to remove the installed modification and repair the area at the Owner's expense.

5.6 Approval of a modification request, with stipulations, requires that specific instructions provided in the modification request response be followed precisely. Failure to follow written stipulations for installation may result in the Board's written denial of the

installation, and thus removal of the installed modification and repair to the area at the Owner's expense.



ACCESS TO UNITS BY ASSOCIATION

Section

6

Also refer to Article 8 *Association Rights and Restrictions of the Declaration*

6.1 Each Owner is required to provide the Association with a key(s) which allows entry in to the Unit.

6.2 It is the Owner's responsibility to provide the Association with a new key anytime the lock is changed. If entry into a Unit is deemed necessary and no key has been provided to the Association, any damage incurred by gaining entry will be at the expense of the Unit Owner.

6.3 The Association shall have the right to enter Units for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board, officers, agents, employees and managers. All police officers, firemen, ambulance personnel, and similar emergency personnel shall have the right of entry in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after twenty-four (24) hour prior notice to the Owner or Occupant of the Unit.

VEHICLES / PARKING / GARAGES / CAR WASHING

Section

7

Also refer to Article 14.8 *Parking of the Declaration*

7

7.1 Registration: The vehicles of all Owners and tenants are to be registered with the RBCAI. Vehicles of guests or other visitors are to be registered with the gatehouse in accordance with RBCAI guidelines. Registration, a guest pass or a vendor pass is to be properly displayed in the subject vehicle.

7.2 Parking Spaces: As there are twenty-two (22) parking spaces for each building, with two (2) per building designated as handicap parking only, each Unit has one (1) parking space available in addition to a garage space.

7.3 Handicapped Parking Spaces: Use of these spaces is allowed only by vehicles displaying valid and current decals, placards or license plates.

7.4 Parking Violations: No vehicle, of any kind, is allowed to park in front of a fire hydrant, in a fire lane, nor in any area not clearly designated as a parking space. Parked vehicles may not block access to any sidewalk, garage, roadway, or dumpster, without prior written approval of the Board. Vehicles are to be parked in a parking space in such a manner as to not impede adjoining parking spaces.

7.5 Recreational Vehicles: Motor homes, recreational vehicles, golf carts, boats, other water craft, trailers, stored vehicles and any other vehicle described in Article 14 of the Declaration may be parked only in enclosed garages.

7.6 Commercial Vehicles: Commercial vehicles owned or driven by a resident or a resident's visitor are to be parked only in enclosed garages, unless approved by the Board. A commercial vehicle is any vehicle licensed by the local, state or federal government as such. For the purpose of this Section, commercial vehicle also includes any vehicle with commercial writings on its exterior or is otherwise obviously used for commercial or work purposes. Trucks carrying tools or other work-related equipment and/or materials and any vehicle bearing advertising or any other lettering or graphics used for promotional purposes are considered commercial vehicles. The temporary parking of trucks and commercial vehicles for pickup, delivery and other commercial services is permitted during business hours only, or after business hours for emergencies, as may be necessary.

7.7 Inoperable Vehicles: In accordance with 14.8 of the Declaration, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable.

7.8 **Abandoned Vehicles:** A vehicle may be considered abandoned if it remains on the Condominium property, other than inside of a garage, for thirty [30] consecutive days without prior written permission of the Board, and may be subject to towing.

7.9 **No Notice Required:** If a vehicle is parked in a fire lane, blocking a fire hydrant, blocking another vehicle or access to another's garage, obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

7.10 **Towing Liability:** If a vehicle is towed for violation of any portion of this Section it will be at the expense of the vehicle's owner and neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity or for the towing fee.

7.11 **Noise:** Vehicles deemed excessively noisy by the Board are not permitted.

7.12 **Speed:** Vehicles must be operated in a slow, safe manner at all times.

7.13 **Vehicle Maintenance/Repairs:** Vehicle maintenance/repairs should only be performed within the confines of a garage. No painting of any type of vehicle shall be permitted.

7.14 **Garage Doors:** Garage doors are to be kept closed except during the entrance and exit of a vehicle, or while the Owner or Occupant is performing work which requires the garage door to be open.

7.15 **Garage Windows:** Garage windows are subject to the same requirements as Unit windows as described in Article 14.16 *Window Treatments* of the Declaration.

7.16 **Car Washing:** Car washing is permitted according to these guidelines:

- A. Tire dressing of any type is prohibited.
- B. Care must be taken not to damage landscaping.
- C. Avoid blocking handicapped parking and entryway.
- D. Take care to avoid impacting other vehicles.
- E. Clean the area of residue resulting from car washing.

7.17 **Out of Town:** If you will be gone for a period of time, please move your vehicle away from the sidewalk area in front of the buildings to allow use of those spaces by others. This is also requested of those using the handicap parking spaces.

TRASH

Section

8

Also refer to Article 14.12 *Rubbish, Trash and Garbage* of the Declaration

8.1 **Use of Dumpsters:** Trash must be secured in a tied bag and is to be placed **IN** the dumpster provided for each building.

Nothing is to be left on the ground by the dumpster.

8.2 **Chemicals:** No dangerous or flammable chemicals are to be placed in dumpsters.

8.3 **Full Dumpster:** If the dumpster for a particular building is full or unavailable for any other reason, use a dumpster at one of the other buildings and do not pile trash on or around any dumpster.

8.4 **Boxes:** All boxes are to be broken down flat and placed **IN** a dumpster. Do not leave anything next to the dumpster.

8.5 **Construction Debris:** The Renaissance dumpsters are NOT to be used for any debris created from construction or remodeling of any Unit. Removal of such debris is the responsibility of the Owner and their contractor, if any.

PETS AND OTHER ANIMALS

Section

9

Also refer to Article 14.7 *Pets of the Declaration*

9.1 **Wild Animals as Pets:** The Association subscribes to the policy of the American Association of Zoos and Aquariums with regard to harboring wild animals as pets: “In view of the hazards both to animals and to man, and due to the specialized expertise required to properly care for captive wildlife, the American Association of Zoos and Aquariums recommends that wild animals not be kept as pets, and further, that the general public keep only domestic animals as pets.” Residents who fail to comply with the terms of this policy will be reported to local animal-control authorities.

9.2 **Types of Pets:** The Association allows the following pets: dogs, cats, caged birds, and fish as specified below. The Board must approve all other pets. No breeding of pets is permitted.

9.3 **Weight:** There is no weight limit for approved pets, however, all pets shall be reasonably controlled at all times and the pet's owner shall be responsible for all of the pet's actions.

9.4 **Quantity:** Each Unit is limited to two (2) pets. The Board must pre-approve more than two (2) pets per Unit. Exception: number of fish per Section 9.5 below.

9.5 **Aquariums:** One aquarium or other container is allowed, but is not to exceed 20 gallons in size or capacity, and may contain an appropriate number of fish for the size of the aquarium/container.

9.6 **Leash:** When outside of a Unit, all pets are to be kept on a leash or in a carrier at all times. Pets must be kept under control at all times.

9.7 **Walking Pets and Clean-Up:**

** A. Pets are NOT to be walked on any grass area in front of, on the side of, or behind the residential buildings unless designated as a dog walk (dog relief) area. Pets MUST be walked in the grass area between Rarity Bay Parkway and the condominium parking drive through and designated area between buildings A and B and by the dumpster at building A.

B. Pets are not allowed to defecate or urinate within landscaped beds or on trees or other plants.

C. The person walking the pet is responsible for cleaning up feces left by the pet no matter where in the Common Elements the deposit is made. **** Any violators will be fined \$100 and the charge will be added to their RCA (Renaissance Condominium Assoc.) account.**

D. The person walking the pet is responsible for cleaning up urine left by the pet in the breezeways, stairs, sidewalks, and elevators.

E. Pets transported in the elevators must be kept under close control at all times. The pet owner/walker must ask for permission to enter before boarding an occupied elevator.

9.8 **Staking:** Staking out an animal on Common Elements is prohibited.

9.9 **Control of Animal Noise:** Owners are required to ensure that animals living in or visiting their Unit do not create excessive noise. While it is understood that dogs may bark, constant or repeated barking will not be allowed.

9.10 **Private Amenities:** Pets shall not be permitted on or within any private property (such as the golf course) except in compliance with conditions established by the owner of such private property.

9.11 **Strays and Wildlife:** The Association is not responsible for stray animals or for wildlife. Residents with concerns or experiencing problems with strays or wildlife are encouraged to contact the gatehouse, city or county animal control department.

9.12 **Service Animals:** Nothing contained herein shall interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation regarding service animals.

RENTAL UNITS / TENANTS / LESSEES AND SALE OF UNITS

Section

10

Also refer to Article 15 *Leasing* or Article 16 *Sale of Units* of the Declaration

Rental Units/Tenants/Lessees

10.1 **Copy of Lease:** Within seven (7) days after executing a lease, the Owner, or his/her representative, must provide a copy of the lease to the Association. The rental amount and any other information not needed by the Association may be redacted.

10.2 **Tenants:** Owner must provide the Association with the names of the tenant along with telephone numbers and email addresses and the names of all other Occupants.

10.3 **Manager:** Owner must provide the Association with the name, company name, address, telephone numbers and email address of the person managing the rental Unit on the Owner's behalf.

10.4 **Governing Documents:** Owners or rental agent shall provide tenant with a copy of the Governing Documents as described in Article 2.17 of the Declaration and a copy of these Rules. Owners are ultimately responsible for the actions of Occupants and their guests and any fines assessed shall be against the Owner and the Unit.

10.5 **Mailbox Access:** It is the Owner's responsibility to provide tenants access to the Unit's mailbox. If Owner no longer has keys to the mailbox, a new lock may be purchased and installed by contacting the Association's management company.

Sale of Units

10.6 **Sale of Units:** Owners selling their Units must comply with Article 16 *Sale of Units* in the Declaration.

10.7 **Mailbox Access:** Owners are requested to transfer the mailbox key to the grantee. The Association is not responsible for providing a new mailbox key or lock to the new Owner, except that a new mailbox lock may be purchased from the Association.

NON-COMPLIANCE NOTICE

Section

11

11.1 Notice to the Association of Alleged Non-compliance.

Note: For the purposes of this section, "alleged violator" shall mean the Owner, whether the alleged violation was committed by the Owner, the Occupant including the Owner's tenant, or any guest or visitor to the Owner's Unit.

A. **Notice in Writing:** All notices or concerns regarding any alleged incident, problem or violation of rules, regulations, the Declaration or any other Governing Documents are to be made **in writing** to the Association's office. Notice via fax or email are acceptable written formats. The notice is to include:

- i. the complainant's name and contact information,
- ii. the date and time of the alleged incident, problem or violation,
- iii. location of the alleged incident, problem or violation,
- iv. positive identification of the offending person (building, unit, vehicle, animal, etc.), and
- v. an account of the incident prompting the notice.

The Association will acknowledge receipt of a notice in writing within five (5) days which will include a brief description of its response to the issue. All parties involved are to coordinate resolution via the Association's management office.

B. **Alleged Non-compliance:** The Association will use its best judgment in dealing with each situation on a case-by-case basis.

- i. The situation may need to be viewed or otherwise verified by a member of the Association's staff.
- ii. A photograph of the alleged violation may need to be taken.
- iii. The situation may be resolved by a telephone call from the Association's staff.
- iv. Written notice of the alleged violation may be sent to the Owner, with a courtesy copy to the tenant and rental agent, if applicable.
- v. Further action may be taken in accordance with the Governing Documents.
- vi. Notify the Association's management office if there is a possible non-compliance.

C. **Common Area Non-compliance:** If the situation creates an emergency or potentially dangerous situation (not requiring E911 personnel), call the Association's management office or the gatehouse. Otherwise, follow the procedures for written notification to the Association's office. The Association will use its best judgment in dealing with each situation on a case-by-case basis.

11.2 Association's Notice to an Alleged Violator

A. **Enforcement:** Methods of enforcement, notice, hearing and appeal procedures are stipulated in Article 8(c): *Association Rights and Restrictions* of the Declaration. All Persons are advised to review said Article in conjunction with these Rules.

B. **Types of Non-Compliance:** The Board shall determine in its sole discretion, on a case-by- case basis, the degree of severity of an infraction of the Governing Documents. As examples only:

- i. Minor infractions may include, but are not limited to, such things as nuisance noise, not cleaning up pet feces in the Community, improper disposal of trash, etc.
- ii. Intermediate infractions may include, but are not limited to, parking in an unauthorized space.
- iii. Severe infractions may include, but are not limited to, failure to promptly make necessary interior home repairs that could impact other Units, flushing items into the septic system other than human waste and toilet tissue, etc.

The Board may, at its discretion, increase the penalties for an infraction for repetition of the same or similar offense.

C. **Exterior surface Non-compliance:** Penetration of any exterior surface of any building/structure is of particular concern to the Association. Modifications to any exterior surface without prior written approval and inspection of the Board, as described in Section 5 of this document, may result in fines to be imposed by the Association. Upon receipt of a notice of violation, the Owner will have five (5) business days to complete a modification request to be reviewed by the Board or its Representative. A written denial response by the Board will require the installation be removed and the site of the penetration sealed properly and made ready for inspection within ten (10) business days from receipt of the denial response. If upon inspection by the Association's maintenance representative, the removal and appropriate resealing of the penetration has not been completed, the Board shall reserve the right to commence fines to be assessed upon the Owners Unit and to have the installation removed and penetration sealed at the Owner's expense.

D. **Monetary Fines:** In order to ensure that all persons residing at Renaissance at Rarity Bay can experience the quiet enjoyment of the community, it is expected that Occupants will follow all Rules and Regulations. In addition to the remedies set forth in the Governing Documents, the Board may impose monetary fines ("Fines") for defaults. Such Fines may vary according to the degree of severity of the infraction, prior history of defaults, and may continue until the violation is cured. All Fines are due and payable within thirty (30) days of date of the Fine notice. Fines may be imposed as follows, at the Board's discretion:

- i. \$25.00 - \$50.00 for first infraction,
- ii. \$50.00 - \$100.00 for second infraction,
- iii. \$200.00 - \$500.00 for third and subsequent infractions.

E. **Filing of a Lien:** The Board may cause the filing of notice of a violation (commonly known as a "lien") in the Public Records. Unless the Board determines the need for an immediate filing of a lien in the Public Records, a lien may be filed if the alleged violation continues for thirty (30) days from the date of the first notification of non-compliance by mail or e-mail.

F. **Suspension of Sanction:** The Board, in its sole discretion, may, but shall not be obligated to, suspend any proposed sanction (including monetary fines) if the violation is cured within fifteen (15) calendar days of the notice of non-compliance.

G. **Notice:** Notice to an Owner is to be provided in writing. A courtesy copy may be, but is not required to be, provided to the tenant and rental agent, if applicable. As stated in the By-Laws, such notice is to include, but is not limited to, the following:

- i. The nature of the alleged violation,
- ii. The proposed sanction to be imposed and when it will start,
- iii. A statement that any proposed monetary sanction may be imposed, as contained in the notice, unless the violation is cured within fifteen (15) calendar days of the notice,
- iv. A statement that the alleged violator may present a written request for a hearing,
- v. A statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) calendar days of the notice.

H. **Plan of Action:** The alleged violator may provide a written plan of action within the fifteen (15) days detailing when alleged violations will be cured if extenuating circumstances preclude a prompt cure. As an example only, rectifying violations involving landscaping may need to wait for the proper time of year. Any plan of action must be approved by the Board in writing. Such approval shall state the conditions of the approval.

I. **Referral to Attorneys:** The Board, in its sole discretion, may, but shall not be required to, refer non-compliance issues to an attorney.

J. **Costs to the Association:** As an additional expense permitted under the Declaration, By-Laws and statutes, the Association shall be entitled to recover its costs as a Specific Assessment, including, but not limited to, reasonable attorney's fees, administrative expenses, any costs incurred for self-help compliance and any other costs incurred in bringing about compliance from an Owner.

K. **Absentee Owner:** Absence from the property does not exempt an Owner from the response time frames established in these Rules.

11.3 **Waiver:** The Board may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files and include the conditions of the relief. In addition, the Board is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board shall determine appropriate under the circumstances.

APPENDIX A
GENERAL INFORMATION

GENERAL INFORMATION

Appendix

A

This Appendix contains information the Board believes will be useful for Owners and Occupants.

1. Assessment Payments:

A. Due Date: The General Assessment for Renaissance at Rarity Bay is payable monthly. It is due on or before the 1st of each month and is delinquent after the 15th of each month at which time a late fee of 10% and an administrative fee may be assessed.

Make checks payable to and mail to:

Renaissance at Rarity Bay
c/o Associa Tennessee
P.O. Box 62884
Phoenix, AZ 85082-2884
615-775-9050

B. Automatic Payment: You may have payments automatically deducted from your bank account by Associa TN by requesting a form at 865-692-0930 or emailing Cilla Linder at Priscilla.Linder@associa.us.

2. **Rarity Bay Payments and Entities:** Clubhouse/social fees and Rarity Bay CAI assessments are completely separate, having nothing to do with Renaissance. Please contact those departments with any questions regarding their charges.

3. Association's Principle Office

Renaissance at Rarity Bay
Associa Tennessee

9041 Executive Park Drive
Suite 122
Knoxville, TN 37923

615-775-0930
865-692-0950 (fax)

4. Association's Accounting Office:

Renaissance at Rarity Bay
c/o Associa Tennessee
1225 Alma Road, Suite 100
Richardson, TX 75081
615-775-9050

5. Management Company and Personnel:

Associa Tennessee
9041 Executive Park Drive
Suite 122
Knoxville, TN
37923
615-775-9021
865-692-0950 (fax)

Cilla Linder	Community Manager	Cilla.Linder@associa.us
Karla Dunne	Administrative Asst.	Karla.Dunne@associa.us

6. Board and Officers:

Name	<u>Email Address</u>	Telephone Number
Joe Taylor, President	<u>joetaylor52@yahoo.com</u>	512-818-9389
Jeff White, Vice-President	<u>jeffwhitebbi@gmail.com</u>	423-337-1871
Phyllis Isley, Treasurer	<u>drpisley@gmail.com</u>	912-536-04311
Marlee Tierce, Secretary	<u>mtierce@aol.com</u>	
George Smith	<u>gsmitty62@hotmail.com</u>	931-267-5226
Michael Ayers	<u>michael@raritybayliving.com</u>	
John Gamble	<u>John.gamble@sbcglobal.net</u>	860-639-0987

7. Emergency Information

A. Emergencies or Violation of Law: If an Owner or Occupant is aware of an emergency situation or violation of a law, such as a break-in or generally suspicious behavior, **call Emergency 911**. A subsequent telephone call should be made to the

gatehouse. The Board requests that the Association's management company be informed of any and all events.

B. Emergency Lighting: During a power outage, emergency evacuation lights will go on in the breezeways. These lights will be on for the duration of the battery life, which is about 30 minutes, to allow time for residents to safely leave the building.

8. Important Phone Numbers/Contact information

A. Rarity Bay

Gatehouse	423-884-3011
Gatehouse email	gatehouse@tds.net
Club	423-884-3020
Pro Shop	423-884-3030
RBCAI	423-884-3800

B. Services

Comcast	800-844-6480
DIRECTV	800-490-4388
Space Connections	423-442-5080
TDS Telecom	423-253-2101
Loudon Utilities	423-884-6062

C. Government Offices

Vonore Post Office 423-884-6391
1117 Hwy 411
Vonore, TN 37885

Monroe County Clerk 423-442-2461
401 Main Street
Madisonville, TN 37354

9. Telephone, Television and Internet options (refer to Section 3 of the Rules and Regulations)

A. Telephone Service: For land line service, call **TDS** at 1-888-225-5837. TDS is the only service available. Comcast does not provide telephone service in Rarity Bay.

B. Television (TV) and Internet Options: You may choose between either **DIRECTV (Satellite)** or **Comcast (Cable)** as your television providers. Your internet provider choice is dependent on your television provider choice.

**i) COMCAST
FOR NEW SERVICE: Call 1-800-266-2278**

If you choose Comcast as your **TV provider**, you may choose Comcast (broadband) or TDS (DSL) for your **internet** service.

**ii) DIRECTV
FOR NEW SERVICE: Call 1-800-531-5000**

If you choose DIRECTV as your **TV provider**, you may *only* use TDS (DSL) as your **internet** provider. If DIRECTV sends a serviceman and he tells you he can't connect your service because he can't get a signal, you will need to contact the Association office and they will have Space Connections come out and connect your line in the master control panel. There will be a charge for this service. Space Connections services the dish and the master control panel, but not any part of the DIRECTV service that is inside your unit.

NOTE 1: You **will not** be able to use a combination of DIRECTV for television and Comcast for internet because of the limited number of lines coming into your unit.

NOTE 2: DishTV is not an option as a Satellite TV provider, and you may not install your own satellite dish. The Renaissance Condominium Association provides one dish for each building, which is mounted on the roof. There is a master control panel, owned and maintained by the Association, that feeds the DIRECTV broadcast into your unit.

C. TV broadcast problems after initial installation:

Comcast - call Comcast directly because the Association does not maintain the Comcast equipment.

DIRECTV- call DIRECTV directly if you have a problem.

FOR SERVICE PROBLEMS AFTER INSTALLATION: If you receive a message from DIRECTV, on your TV screen, saying Satellite 771 is not available, and you know it's not associated with bad weather, call DIRECTV. They will send a serviceman to see if your

signal is strong enough. If the serviceman determines the signal is too weak, send a work order request to the Association office and they will report it to Space Connections. The Association is responsible for problems with the Satellite dish or master control panel, both of which are serviced by Space Connections.

If you call Space Connections yourself, and the problem is NOT a dish or master control panel problem, you will be responsible for the bill. Your Board strongly advises residents to work through the Association office if DIRECTV can not solve your problem.

10. Parking etiquette (refer to Section 7 of the Rules and Regulations)

Each unit at the Renaissance Condominiums at Rarity Bay is allowed 1 parking lot space in addition to the 1 car garage assigned to the unit. The Board understands that residents occasionally have visitors. If parking is tight during that time, please be courteous to your fellow residents and have your visitors park elsewhere. The Board also reminds residents that they must park between the lines. It is particularly important not to block the main walkway into the buildings.

11. Pet etiquette (refer to Section 9 of the Rules and Regulations)

Real Estate Scorecard awarded Rarity Bay the #1 ranking in their survey of “Top 10 Pet Friendly Master Planned Communities in the South”. The Board has established Rules and Regulations governing pets that attempt to be sensitive to the feelings of all Residents.

A. Etiquette for pet owners/walkers. Pet owners/walkers are asked to follow these guidelines:

- Elevator Etiquette--Not all people are comfortable with pets, especially in confined spaces. When an elevator arrives, if there is anyone in the elevator, ask if they would prefer for you to wait for the next elevator.

- Walking Etiquette--When approaching people during walks, shorten the leash and keep your pet under control.

B. Etiquette for residents when encountering pets. Residents encountering pets, especially unfamiliar pets, are asked to follow this guideline:

- Greeting etiquette--Always ask a pet's handler for permission before approaching the animal. Some pets are afraid of strangers, while others may be protective of their handler.

APPENDIX B

MAINTENANCE RECOMMENDATIONS

MAINTENANCE RECOMMENDATIONS

Appendix

B

This Appendix is provided as information owners might find helpful for maintenance of their Unit.

- 1. Water Supply:** To reduce the chance of water damage caused by a leak, the resident should shut off the main water supply for their Unit when they will be away for more than forty-eight (48) hours. The main water valve is either in the laundry room on the back wall above the washer or dryer or is adjacent to the water heater.
- 2. Fire/Smoke Detectors:** Fire/smoke detectors should be maintained in working order.
- 3. Garbage Disposal & Waste Disposal:** All of Rarity Bay, including the Renaissance Condominiums, have a septic tank type waste system. Due to inappropriate use of the septic system, tanks at the Renaissance have had to be pumped and parts of the system repaired or replaced at the Association's expense. This expense has affected all Owners. The following instructions are very important for the Owners, guests and tenants of Renaissance.

A. Septic System - Flushing: Only human waste and toilet tissue are to be flushed in to the septic system. Products labeled as biodegradable are NOT appropriate for our septic/sewer system.

B. Septic System - Disposal: To avoid septic system problems for the whole Renaissance community, including back up in to Units, do not process any of the following in the garbage disposal: glass, plastic, metal, paper, anything combustible, cigarette butts, grease, oil or fat (this will slowly accumulate and clog drains), extremely fibrous material like corn husks, celery stalks, onion skins, and artichokes, potato peels, egg shells, large amounts of food (feed food into the garbage disposal a little at a time with the cold water running), expandable foods like pasta and rice, animal bones of any kind, coffee grounds, and harsh chemicals.

Damage, repairs or pumping of the septic tank caused by disposal/flushing of inappropriate items, whether listed here or not, will be charged to the Owner of the Unit causing the damage/issue.

4. Water Heater: To reduce the chance of water damage caused by a leak, the resident should turn off the water heater at the breaker when they will be away for more than forty-eight (48) hours. This will also save on electricity. Bleach should be poured in the drain line running from the bottom of the unit into the sewer system at least once a year. Leave the bleach in the line for 3 to 5 minutes and then flush the line. Water should be poured into the drain at least four (4) times a year to block sewer gases.

5. Air Filters: To reduce the chance of “freezing up” of the heating and cooling system, the air filters in the Unit should be cleaned at least monthly and replaced as needed. Make sure you have the proper size filter(s). If they do not fit properly, they are not effective and will cause damage to the exchange coils.

6. HVAC Lines: Bleach (approximately 1/3 cup) should be poured in the drain line running from the bottom of the unit into the sewer system at least once a year. Leave the bleach in the line for 3 to 5 minutes and then flush the line. At least twice during Fall/Winter months, pour clean water down the drain to block sewer gases.

7. Dryer Vents: To reduce the chance of fire due to lint build-up, dryer vents should be cleaned and vacuumed at least once a year. The exterior dryer vents will be cleaned by the Association as needed.

8. Leaving Your Unit: Before leaving your Unit, all doors and windows should be closed and locked; and all small appliances should be unplugged.

Please note that the foregoing maintenance responsibilities are presented as a representative list of proper Unit maintenance activities and do not constitute an exhaustive list of all Unit maintenance responsibilities. Article 17 of the Declaration enumerates the required scope of a Unit Owner's maintenance responsibilities.