



Renaissance Community Association, Inc.

January 15, 2013

Dear Renaissance Property Owner:

The Renaissance Community Association held a meeting on November 12, 2012 where the Neighborhood Representatives voted to enact the attached amendment to the Declaration of Covenants, Conditions and Restrictions for Renaissance. All changes will take effect February 1, 2013. The following is a brief synopsis of the changes adopted. Please refer to the attached document for the explanation in its entirety.

- All Lessees are Subject to Approval and a Background Check - All leases must be approved by the Association before a lease takes effect. All lessees and lessors must complete the proper application and submit it to the Association at least 15 days prior to the lease commencement date. At this time a background check will be performed on all lessees and anyone that will be occupying the unit on a regular basis.
- All Buyers are Subject to Approval and a Background Check - All buyers must be approved by the Association before the transaction closes. All buyers and sellers must complete the proper application and submit it to the Association at least 21 days prior to the transaction's closing date. At this time a background check will be performed on all buyers and anyone that will be occupying the unit on a regular basis.
- Unapproved Lease - Owners who lease their unit without Association approval will be subject to a fine of \$100 per day, up to a maximum of \$5000.
- Unapproved Sale - Owners who sell their unit without Association approval may continue to be held liable for Association fees.
- Transfer Fees for Leases and Sales - The Association will charge a \$50 processing fee for the approval of leases and sales as well as a \$50 per person charge for all applicants/occupants to cover the expense of a background check.

For your convenience both applications along with detailed instructions for submitting them to the Association are available online. Please visit www.TheClubatRenaissance.com and click on "Real Estate" at the top of the page. Once on the Real Estate Page both applications are listed on the left hand side. If you have any questions or concerns, please contact the Renaissance Community Association at (239) 561-4170.

Regards,

Renaissance Community Association Board of Directors



Renaissance Community Association, Inc.

Regarding Lease Application:

(Please note before sending form)

- No new tenants may move in without prior approval of the Association.
- Lease Renewals must be approved each year and a background check will be conducted as well.
- Mail completed, signed form to Renaissance Community Association.
- Form must be submitted at least (15) days prior to the start of any lease.
- Lease application fee of \$50 and \$50 fee per person for a background check payable to Renaissance Community Association must accompany form.
- A copy of the signed, executed lease agreement must accompany this form.
- All Community Association and Neighborhood (condominium) Association dues must be current.

Restrictions:

(Summary of a few, but not all, of the restrictions as per the documents governing this association)

- No lease may be for less than a thirty (30) day period.
- No pets of any kind are permitted in leased units other than fully licensed service animals.
- No subleasing or assignment of lease rights by the Lessee is allowed.
- No one but the Lessee and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.
- No parking commercial / recreational vehicles, campers, boats, trailers, pick-up trucks, or motor / mobile homes is permitted on the property, except within a garage.
- No commercial activity may be conducted from any home.
- No signs of any kind may be placed anywhere (including but not limited to windows, vehicles and doors).
- No walking, running, skate boarding, bicycling or any other activity is allowed on the golf course cart paths.

Renaissance gate bar codes are available for each vehicle at a cost of \$35.00.

December 2012



Renaissance Community Association, Inc.

Lease Application Check List:

- ☐ Copy of Signed and Fully Completed:
"Application to Sell or Lease"
- ☐ Copy of Signed and Fully Completed:
"Application by Proposed Purchaser or Lessee"
Including a Legible Copy of Each Person's Driver's License
- ☐ Copy of Lease
- ☐ Lease Application Fee of \$50 Payable to:
Renaissance Community Association
- ☐ Background Check Fee of \$50 Per Person Payable to:
Renaissance Community Association
- ☐ Signed and Fully Completed:
"Delegation of Privileges Form" (Membership Transfer)
- ☐ Membership Transfer Fee Charged to the Owner's Account
 - ☐ Golf Membership: \$371 or ☐ Club Membership: \$159

Please return all documents to the Renaissance Community Association:

**Renaissance Community Association
12801 Renaissance Way
Fort Myers, FL 33912**

Fax: (239) 561-6339

Email: Reception@TheClubatRenaissance.com

Application to Sell or Lease

Renaissance Community Association, Inc.

Fort Myers, Florida

Date: _____

(Please complete Fully and Accurately)

Application to (check one): ___ Sell
 ___ Lease

To: RCA Board of Directors

In accordance with the provisions of Article III, Section 3.4 (e) of the Declaration of Covenants, Conditions, and Restrictions for Renaissance, as recorded in the Public Records of Lee County, Florida, I/we hereby serve notice that I/we desire to accept a bona fide offer made to me/us by _____ (purchaser/lessee), to purchase/lease _____ ("Unit" address).

If a lease, the term is for a period starting _____ (date) and ending _____ (date), which is a period of at least 30 days.

I/We agree to provide to the purchaser a copy of the **RENAISSANCE COMMUNITY ASSOCIATION, INC.** Declaration of Covenants, Conditions, and Restrictions for Renaissance, Bylaws, Articles of Incorporation, and Rules and Regulations, or to the lessee a copy of the **RENAISSANCE COMMUNITY ASSOCIATION, INC.** Rules and Regulations, Initial Use Restrictions for Lessees, before the first occupancy of the unit by the Purchaser or Lessee.

I/We will be bound by the Declaration of Covenants, Conditions, and Restrictions for Renaissance, Bylaws, Articles of Incorporation, and Rules and Regulations.

The Association and its agent, in the event it consents to a lease, are hereby authorized to act as our agent with full power and authority to take such action as may be required, if necessary, to compel compliance by our lessee(s) and/or their guests, with provisions of the Declaration of Covenants, Conditions, and Restrictions for Renaissance, its supportive exhibits, and Rules and Regulations of the Association, or in the instance of a violation of any of the above by the lessee(s) and/or their guests, under appropriate circumstances, to terminate the leasehold. If this application is for a lease, the lessor agrees to reimburse the Association for any attorneys' fees and costs incurred as the lessor's agent in such enforcement or lease termination.

In order for you to facilitate consideration of my/our application for the sale/lease of the above designated unit, I/we have caused the proposed Purchaser/Lessee to complete the attached application by proposed Purchaser or Lessee. I am/We are aware that any falsification or misrepresentation of the facts in the attached application will result in the automatic rejection of this application to sell or lease. Also attached is a check to the **RENAISSANCE COMMUNITY ASSOCIATION, INC.**, in the amount of \$50 for the Lease Application and \$50 per person to cover investigation and other costs, with a completed "Application By Proposed Purchaser of Lessee."

Unless you notify me/us to the contrary within twenty-one (21) days from the date of your receipt of the application to sell or within fifteen (15) days from the date of your receipt of the application to lease and attached application by proposed Purchaser or Lessee, I/we will advise Purchaser/Lessee that his/her purchase/lease has been approved.

Seller/Lessor: _____ Dated: _____

Seller/Lessor: _____ Dated: _____

Application By Proposed Purchaser or Lessee

Renaissance Community Association, Inc.

Fort Myers, Florida

Date: _____

To: RCA Board of Directors

I/We intend to purchase/lease _____ ("Unit address).

If a lease, is for the period starting _____ (date) and ending _____ (date).

In order to facilitate consideration of my/our application for the purchase/lease of the above-designated unit in **RENAISSANCE COMMUNITY ASSOCIATION, INC.** I/We are aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection of this application. I/We give you permission to make further inquiry concerning this application, particularly of the references given below and agree that the Board of Directors and Officers of **RENAISSANCE COMMUNITY ASSOCIATION, INC.**, itself shall be held harmless from any action contained herein or any investigation conducted by the Board of Directors.

I/We will be bound by the Declaration of Covenants, Conditions, and Restrictions for Renaissance, By-laws, Articles of Incorporation, and Rules and Regulations of Renaissance Community Association, INC.

If I am/we are leasing, I/we will not sublet the unit. If I/we are purchasing, I/we will, upon closing, provide to the association within 10 days a copy of the closing statement and a copy of the recorded deed.

A copy of a Driver's License or a government issued identification card must be supplied for everyone listed on this application in order to be processed.

Full Name of Purchaser/Lessee #1: _____

Birthdate: _____

Driver's License Number: _____

Make of Automobile: _____ **Year:** _____

Tag Number: _____ **State:** _____

Current Home Address: _____

Time at this address: _____

Previous Address: _____

Time at this Address: _____

Has this proposed occupant ever been convicted of a felony? _____ **Yes** _____ **No**

If yes, please provide details regarding the conviction (date, crime, etc.)

Names and addresses of each employer during the three years prior to the date of this application, and dates of employment:

1. _____
2. _____
3. _____

Full Name of Purchaser/Lessee #2: _____

Birthdate: _____

Driver's License Number: _____

Make of Automobile: _____ Year: _____

Tag Number: _____ State: _____

Current Home Address: _____

Time at this address: _____

Previous Address: _____

Time at this Address: _____

Has this proposed occupant ever been convicted of a felony? _____ Yes _____ No

If yes, please provide details regarding the conviction (date, crime, etc.)

Names and addresses of each employer during the three years prior to the date of this application, and dates of employment:

1. _____

2. _____

3. _____

The name and relationship of all other persons who will be occupying the unit regularly are:

Full Name of Occupant #1: _____

Birthdate: _____ Relationship: _____

Driver's License Number: _____

Make of Automobile: _____ Year: _____

Tag Number: _____ State: _____

Current Home Address: _____

Time at this address: _____

Previous Address: _____

Time at this Address: _____

Has this proposed occupant ever been convicted of a felony? _____ Yes _____ No

If yes, please provide details regarding the conviction (date, crime, etc.)

Names and addresses of each employer during the three years prior to the date of this application, and dates of employment:

1. _____
2. _____
3. _____

Full Name of Occupant #2: _____

Birthdate: _____ Relationship: _____

Driver's License Number: _____

Make of Automobile: _____ Year: _____

Tag Number: _____ State: _____

Current Home Address: _____

Time at this address: _____

Previous Address: _____

Time at this Address: _____

Has this proposed occupant ever been convicted of a felony? _____ Yes _____ No

If yes, please provide details regarding the conviction (date, crime, etc.)

Names and addresses of each employer during the three years prior to the date of this application, and dates of employment:

1. _____

2. _____

3. _____

Full Name of Occupant #3: _____

Birthdate: _____ Relationship: _____

Driver's License Number: _____

Make of Automobile: _____ Year: _____

Tag Number: _____ State: _____

Current Home Address: _____

Time at this address: _____

Previous Address: _____

Time at this Address: _____

Has this proposed occupant ever been convicted of a felony? _____ Yes _____ No

If yes, please provide details regarding the conviction (date, crime, etc.)

Names and addresses of each employer during the three years prior to the date of this application, and dates of employment:

1. _____

2. _____

3. _____

I/We understand that any violation of the terms, provisions, conditions, and covenants of **RENAISSANCE COMMUNITY ASSOCIATION, INC.**, documents provides cause for available immediate action as therein provided or termination of a leasehold under appropriate circumstances.

APPLICANT #1: _____ DATED: _____

APPLICANT #2: _____ DATED: _____

Contact person for notice of acceptance or rejection:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

For use by RCA Community Association Board of Directors

Approved _____

Disapproved _____

Authorized Signature: _____

Date: _____

THE CLUB AT RENAISSANCE

DELEGATION OF PRIVILEGES

(Membership Transfer)

When a member and his permanent family are not in residence, the member may temporarily delegate the right of use of facilities to either tenants or guests for a minimum of thirty (30) days, maximum one (1) year, providing that an execution of the "Delegation of Privilege" form is submitted to the Membership Office, an administration fee is paid, and the "Delegation of Privileges" is approved by the Club. The administration fees which apply are: Full Golf Membership \$371.00 (includes tax) and Club Membership \$159.00 (includes tax). The member waives his/her member privileges during the period specified on this Application. The Transferee must be renting and/or residing in the unit for which the privileges are delegated in accordance with the Renaissance Community Association Covenants. Privileges and the use of the facilities can be delegated to only TWO TENANTS OR TWO GUESTS PER UNIT UP TO FOUR TIMES PER YEAR. Please note that any person or persons may only have a Golf Membership delegated to them two (2) times in their lifetime, regardless of the length of each transfer period. Delegation of privileges will only be approved if the member's account is current in monthly charge billings and assessments.

RESIDENTIAL INFORMATION

Renaissance Address: _____ Unit# _____
Occupancy: from _____ to _____
Rental Agent: _____ Phone Number: _____
Rental Agent Email: _____

OWNER INFORMATION

Name: _____ Phone Number: _____
Mailing Address: _____
Email: _____

I, _____, understand and agree that my club privileges will be suspended for the duration of the rental occupancy, minimum of thirty (30) days, maximum one (1) year. The tenant will hold full responsibility for the charges incurred during this period and I will immediately notify the Club Office in the event of any changes to this agreement. I further understand that these privileges can be transferred a maximum of four times per year. Annual transfers must be approved each year.

Member Signature: _____ Member Number: _____

****The Owner's club account will be charged the appropriate transfer fee****

TRANSFeree INFORMATION

Welcome to Renaissance!

Please provide your contact information for our records.

Property Owner Name: _____ Account # _____
(office use)

Transferee Name(s): _____

Email address: _____

Other Email Address: _____

Property Street Address: _____

Phone: _____ Cell Phone: _____

Home Address: _____

Home City, State, Zip: _____

Other Phone: _____ Other Phone: _____

(Name) Birthday _____
mm/dd/year

(Name) Birthday _____
mm/dd/year

Anniversary _____
mm/dd/year

****The Owner's Club Account will be Charged the Appropriate Transfer Fee****

☐ \$371 Golf ☐ \$159 Club Social

Term of transfer from _____ to _____

Names of Other Occupants: _____

**Only required for those electing to have charging privileges.*

I, _____, understand that I am solely responsible for any charges incurred by me or my authorized signatories during the period stated above and I authorize The Club at Renaissance to bill the credit card listed below in the event that payment of the monthly statement exceeds thirty (30) days past due.

Signature: _____

MC ___ Visa ___ Credit Card # _____

Expiration Date: _____

Copy of front and back of credit card on file _____

RULES AND REGULATIONS

It is the duty of those using the facilities to know and abide by the Rules and Regulations and to cooperate with officers, directors, and staff in the enforcement thereof.

I have been provided with The Club at Renaissance Rules and Regulations as well as the Initial Use Restrictions from the Renaissance Community Association and agree to abide by them.

Signature of Transferee

Date

(Must be completed before transfer can be made)

**Return to: The Club at Renaissance
12801 Renaissance Way
Fort Myers, FL 33912
(239) 561-4170
(239) 561-6339 fax
jay@theclubatrenaissance.com**

The Club at Renaissance

Rules and Regulations

As of 12/1/2012

The recreational facilities available at The Club at Renaissance (the "Club Facilities") are owned and operated by Worthington of Renaissance, L.L.C., a Florida limited liability company (the "Partnership"). The Partnership doing business as The Club at Renaissance is hereinafter referred to as the Club. It is the intention of the Club to impose Rules and Regulations in a manner, which promotes an atmosphere of enjoyment for all members, guests and others, permitted to use the Club's Facilities. The Club may modify these Rules and Regulations: from time to time, as it deems necessary or desirable. Amendments and additions will be posted at the Club and/or mailed to the members.

1. The Club Facilities shall be open on the days and during the hours as may be established from time to time by the Club.
2. Performance by entertainers will be permitted at the Club Facilities only with permission of the Club.
3. Dining room activities for groups will be permitted only with the permission of the Food and Beverage Director.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed on the premises during hours prohibited by law. Alcoholic beverages will not be sold or served to any person not permitted to purchase the same under the laws of the State of Florida. All alcoholic beverages consumed or otherwise possessed at the Club Facilities must be sold and purchased from the Club.
5. Commercial advertisements shall not be posted or circulated at the club Facilities without the prior approval of the General Manager.
6. Petitions may not be originated, solicited, circulated or posted at the Club Facilities.
7. It is contrary to the policy of the Club to have the Club Facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club.
8. Pets or other animals (except seeing-eye dogs or dogs used for handicap assistance) are not permitted inside the Club Facilities.
9. All food and beverages consumed at the Club Facilities must be furnished by the Club.
10. Employees of the Club are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse, or other designated areas without the permission of the Food and Beverage Director. Catering is available by contacting the Food & Beverage Director.
11. Members must not request special personal services from the employees of the Club who are on duty.
12. Children under the age of thirteen are only permitted in the men's or women's locker rooms when accompanied by an adult.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities should be addressed to the General Manager.

14. It is unbecoming for any person using the Club Facilities to abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the ultimate supervision of the General Manager and no member shall reprimand or discipline any employee or send any employee off the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately.

MEMBERSHIP CARDS

1. A membership card indicating a club account number and the type of membership will be issued to the member and eligible immediate family members. Membership cards are non-transferable.
2. A membership card may not be used by any person other than the person to whom it is issued.
3. All food, beverage, merchandise, services and guest fees of the club charge to the member's club account will be billed monthly and are due in full by the due date indicated on the statement. Statements not paid in full within fifteen (15) days of the due date of the monthly statement will be deemed delinquent and will accrue a late fee in the amount determined by the Club and interest at a rate determined by the Club, but not to exceed the highest rate permitted by applicable law, from the date of the statement until paid in full. The Club shall suspend the privileges of all members who have club accounts with outstanding balances thirty (30) days or more past due until the club account is paid in full. During the time a member is suspended, dues shall continue to accrue.
4. If the club account of any member is delinquent, the Club may, at its option, take whatever action it deems necessary to effect collection. If the Club places a delinquent account with an attorney or agency for collection, or to enforce any other liability of any member to the club, the member shall also be liable for all costs and expenses of the action and reasonable attorney's fees (including fees required in connection with appellate proceedings).
5. If a Member's account is delinquent or it has been repeatedly delinquent, the Club may require the Member to post and maintain a debit deposit to which charges will be credited. Failure to maintain the required balance may result in suspension of Membership.
6. In the event of a lost or stolen membership card, please notify the Club immediately. The member shall be responsible for all charges placed on the account until written notification of card loss has been received by the Club.

DELEGATION OF PRIVILEGES

1. When a member who owns a home in Renaissance and his permanent family are not in residence, the member may temporarily delegate the right of use of the Club facilities to either tenants or guests, providing an executed Tenant/Guest Transfer Application is submitted to the Club and an administrative fee is paid, and if the applicant is renting the applicant must be approved by the Renaissance Community Association Board of Directors or its agent.
2. During the period specified on the Tenant/Guest Transfer Application, the member waives all membership privileges unless previously approved by the General Manager.
3. The transferee must be renting and/or residing in the unit for which the privileges are delegated.
4. Privileges for the use of the club facilities can be delegated to only one family per unit/home up to four times per year for a minimum of thirty (30) days.
5. Delegation of privileges will only be approved if the member's account is current in monthly charges, billings and assessments.
6. All Golf Member Transferees may only obtain a Golf Membership Transfer two (2) times in their lifetime effective January 1st 2013.

SUSPENSION AND INVOLUNTARY RESIGNATION OF MEMBERSHIP

1. A member may have membership involuntarily resigned or privileges to use the Club Facilities suspended by the Club if, in the sole judgment of the Club, the member:
 - a. Fails to meet eligibility for membership;
 - b. Submits false information on the Membership Application;
 - c. Permits his or her membership card or club account to be used by anyone other than the designated holder;
 - d. Exhibits behavior, language or appearance which the Club determines is detrimental to the reputation of the Club or harmony among members;
 - e. Fails to pay any amount owed to the Club in a proper and timely manner;
 - f. Fails to abide by the rules and regulations as set forth for use of Club Facilities; or
 - g. Treats the personnel or employees of the Club in an unacceptable manner.
2. The Club may, at any time, and from time to time, restrict or suspend, for cause or causes described in the preceding paragraph, any member's rights to use any or all of the facilities of the Club. No such member shall on account of any such restriction or suspension be entitled to any refund of membership deposit, membership dues or any other fee. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
3. Notwithstanding involuntary resignation or suspension of membership, the member shall remain liable for any and all amounts owed to the Club. The

member will not be entitled to a refund of annual dues or fees previously paid to the Club and will not be relieved of any obligations to the Club, including without limitation, payment of any annual dues.

4. Any member of the Club who has his or her membership involuntarily resigned for any reason other than the failure to meet eligibility for membership shall not again be eligible for membership nor admitted to use the Club Facilities under any circumstances,
5. Prior to the effective date of involuntary resignation of membership or suspension of membership for a period in excess of thirty (30) days for a reason other than failure to pay any amounts owed to the Club, a member shall be provided an opportunity for an informal hearing before representatives of the Club, according to the procedures and policies established by the Club from time to time.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership, and each guest as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on or at the Club Facilities.
2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without proper authorization. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, any guest or any family member. The cost of any damage shall be charged to the member's club account.
3. Any member, guest or other person who, in any manner, makes or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk. The member shall hold the Club and its employees harmless from any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the Club or employee of the Club. Any member shall have, owe and perform the same obligation to the Club and its employees there under in respect to any such loss, cost, claim, injury, damage or liability sustained or uncured by any guest of the member.

GRATUITIES

A suggested gratuity, as determined from time to time by the Club, will be added to all food and beverages sales. A member may increase or decrease any suggested gratuity as deemed appropriate.

CHILDREN

Children under thirteen years of age are permitted on the club property only if accompanied or supervised by an adult. Children under the lawful drinking age are not permitted in any bar or lounge unaccompanied by an adult.

ATTIRE

1. It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that members will advise their guests of our dress requirements.
2. Shirts and shoes must be worn at all times when at the Club property except in the locker rooms and pool area.
3. Casual attire is acceptable at all times, however; short shorts, (other than appropriate tennis apparel), bathing attire, and tee shirts are not permitted in the main Dining Room or Grill Room during the hours the club is open for dining.
4. Casual attire including golf and tennis attire are permitted in the Spa and Fitness Center at all times. Cover-ups are required over bathing suits.
5. Bathing attire is permitted only in the swimming pool area.
6. Gentlemen are required to remove their hats in the Grill Room and Main Dining Room.
7. Denim is permitted in all outdoor dining areas, but not permitted in the Dining Room unless specified otherwise.

MAILING ADDRESSES

Each member shall be responsible for notifying, in writing or by email, the Membership Director of his or her mailing address and email address and any changes thereto, to which the member wishes all notices and invoices of the Club are sent. This must be done each time the member wishes to change mailing addresses. A member shall be deemed to have received mailings from the Club ten (10) days after they have been mailed or emailed to address on file with the Club.

CLUB SERVICES AND ACTIVITIES

1. The Club may provide a variety of social, cultural and recreational events in which all members are encouraged to participate.
2. Private parties may be permitted at the Club Facilities in the discretion of the Club Management.

GUESTS

Guests of members may be extended guest privileges subject to applicable guest fees, charges and rules and regulations established from time to time by the Club. Guest privileges may be limited, denied, withdrawn or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion. The Club may, at any time impose restrictions on the number of times a guest may use the Club Facilities or the number of guests a member may bring at any one time. All guests shall be classified as day guests, and both the guest and the sponsoring member are subject to the following:

1. A particular individual using the facilities of the Club as a day guest must be registered or accompanied by the sponsoring member. Golf members may arrange for tee times for sponsored but unaccompanied guests.
2. Guests are limited to six rounds of golf per calendar year. Immediate Family (Parents, Grandparents, Children and Siblings) are exempt from this rule.
3. Guest fees and charges incurred by guests will be billed to the sponsoring member's account unless paid directly by the guest using a credit card.
4. Guest play may be prohibited or restricted during certain days or times of the year.
5. The sponsoring member is also responsible for the conduct of a guest while at the Club Facilities. If the manner, behavior or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause the day guest to leave the premises of the Club.

GOLF RULES

Club Golf Rules

1. All members and guest must register in the pro shop before beginning play.
2. Practice is not allowed on the golf course. The driving range and practice putting green should be used for all practice.
3. If a foursome or other group of players fails to keep its pace on the course and loses more than one clear hole on the players ahead, it must allow the following group to play through.
4. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee, or they will lose their position on the golf course.
5. All tournament play must be approved in advance by the Golf Professional.

6. Golf rangers may be on duty to help regulate play and enforce all rules and pace of play.
7. Each player must have his or her own set of golf clubs.
8. Appropriate golf attire is required for all players:

Men: Shirts with collars and sleeves, mocks, slacks, golf shorts or walking shorts (no higher than 3" above the knee and no longer than knee length) are considered appropriate attire. Tank tops, tee shirts, fishnet tops, cut-offs, jams, sweat pants, denim, bathing suits, tennis shorts, or other athletic shorts are not permitted.

Women: Dresses, skirts, slacks, golf shorts, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, fishnet tops, bathing suits, sweat pants, denim, tennis dresses, athletic shorts or cut-offs are not permitted.

Shoes: Appropriate golf shoes or approved shoes are required on the golf course and practice areas. Metal spike shoes are not permitted due to the wear and tear metal spikes cause on putting and clubhouse surfaces. Turf grass is slippery when wet and traction may be impaired on sloped surfaces. Members are encouraged to be cautious on wet and sloped surfaces. The Club will not be liable for personal injury or property damage.

This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play. Any misuse or disregard of these rules may cause privileges to be reviewed or suspended.

9. If lightning is in the area, all players are urged to take every precaution for their protection against lightning. The Club is not equipped with a lightning detection system. Play at your own risk.
10. The Golf Professional may close the golf course whenever the grounds could be damaged by play or when dangerous conditions appear.
11. At the discretion of the Pro Shop and during peak periods, twosomes and singles may be grouped with other players, and at starting times determined by the pro shop. Foursomes shall have the right of way.
12. Members reserving a tee time must provide the names of all players in their group.
13. The golf course is for golf play. Jogging, walking or any activity other than golf is not permitted on the golf course.
14. Golfers under the age of sixteen (16) ("Junior Golfers") must be certified by the Golf Professionals as to ability, knowledge of the rules of golf and course etiquette. Junior Golfers may only play without adults if they possess a valid driver's license.

Golf Starting Times

Golf starting times may be obtained by calling or visiting the pro shop.

Rain Check Policy

When rains prevail and cause termination of play, a player will be entitled to a rain check or a partial credit for that day's greens fees and golf cart fees only to the extent provided by the Club's rain-check policy in effect from time to time.

Driving Range

1. The driving range is open during normal operating hours, as may be posted from time to time in the pro shop.
2. Range balls are for use on the driving range only. Range balls are not permitted to be used on the golf course.
3. Balls must be hit from designated areas only. No hitting is permitted from the sides of the driving range.
4. Proper golf attire is required at all times on the driving range.

Club Golf Cart Rules

1. Golf carts shall only be used on the golf course by Full Golf Members, their guests and authorized personnel.
2. Golf carts shall not be used by a member or guest on the property of the Club without proper assignment and registration in the pro shop.
3. Each operator of a golf cart must be at least sixteen years of age and have a valid automobile driver's license.
4. Club-provided golf carts are not to be driven off the golf course.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Obey all golf cart traffic signs.
7. Golf Carts are not permitted on any greens, tee area or greenside slopes and collars. Parking of golf carts is allowed in designated areas only. The 90-degree rule is in effect unless otherwise posted.
8. Always use golf cart paths where provided, especially near tees and greens. Players are required to remain on golf cart paths, without exception, on Par 3 holes.
9. Except on cart paths, do not drive a golf cart within fifty feet of a green or a tee or marked areas on the golf course.
10. Never drive a golf cart through a hazard.

11. Be careful to avoid soft areas on fairways, especially after rains. Use the cart paths wherever possible.
12. Operation of a golf cart is at the risk of the operator, Cost of repair or replacement to a golf cart, which is damaged or destroyed by a member, will be charge to the member or, in the case of damage or destruction by a guest, to the sponsoring member. Members using a golf cart will be held fully responsible for any and all damages, including property damage and personal injury that are caused by the misuse of the golf cart by the member or his guests, and the members shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
13. All posted signage on the golf course must be adhered to without exception.
14. Golf carts shall be driven on the golf course only when the course is open for play.
15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

Private Golf Cart Rules

1. The privilege to use a privately owned golf cart may be granted to Golf Members who own a home at Renaissance. The privilege is non-transferable and non-assignable.
2. Privately owned golf carts must be purchased to comply with the appearance and other standards set from time to time by the Club. Only certain manufacturers are permitted and of like color. Please check with the pro shop. Customization of golf carts must be approved by the Golf Professional.
3. All private golf cart owners shall be required to sign a trail fee agreement and release of liability agreeing to hold the Club harmless as a result of any loss or damage relating to the operation of the golf cart by the owner, his or her family or guests.
4. Each year a member owning a private golf cart shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy of the member with policy limits in the amounts as determined from time to time by the Club, shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that the policy provide that it can only be canceled upon thirty days prior written notice to the Club.
5. An annual private trail fee for privately owned golf carts will be established from time to time by the Club. The private trail fee is non-refundable.
6. The private trail fees shall not be pro-rated, except for the first year a member applies for a private cart privilege.
7. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member, his or her family or guests, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.
8. The annual trail fee includes only the member, spouse and the member's children under the age of twenty-three who are living at home, attending school or in the military. All such persons must have a regular drivers' license and be named in the trail fee agreement. Other family members and guests must pay appropriate cart fees to the Club.

9. Members with private carts may ride with each other, but may not loan their carts to other members or guests.
10. Cart traffic on the golf course is restricted to 9 and 18 hole rounds of play. Starting times must be scheduled through the golf pro shop.
11. No privately owned golf carts will be stored, charged or maintained by the Club at any time.
12. The Club does not allow a member to pay and use a private golf cart on a per round basis.
13. Members with private golf carts are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.
14. Privately owned golf carts shall be driven on the golf course only when the golf course is open for play.
15. Violations of these rules and regulations may result in the revocation of private cart privileges, playing privileges and/or a suspension or termination of membership privileges.
16. Club Members who own a golf cart may not use cart paths on the golf course at any time.

Golf Handicaps

1. Golf Handicaps are computed under the supervision of the Golf Professional in accordance with the current USGA Handicap System.
2. Accurate records are to be kept of scores turned in and recorded for all full rounds played.

Golf Course Etiquette

Persons using the golf course should do their part to make a round of golf at the Club Facilities a pleasant experience for everyone. Here are some suggestions:

1. Play quickly. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play, which should not be deemed playing out of turn.
2. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable, but reserve your extended conversations for the 19th hole.
4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
5. If you are not holding your pace on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.
6. Repair your ball marks on the green. Repair ball marks left by others when noticed.
7. Any divots made in the fairway or tee area should be filled with sand contained in the sand buckets located on the golf carts or at the tee.

8. Carefully rake sand traps after use.
9. The golf rangers will report slow play and all breaches of golf etiquette to the Golf Professional who will take the appropriate action.
10. Expected pace of play for a foursome is four hours or less.

THE SPA & RACQUET CLUB RULES

1. Fitness Center Facilities will be attended: Monday-Friday from 8:30am-4:30pm.
 - a. Fitness Center Hours of Operation: Please refer to the calendar of events or call the Spa & Racquet Club for current hours of operation.
 - b. Hours of operation are subject to change at Management discretion.
 - c. Holiday hours will be posted on the marquee one week in advance.
2. The Renaissance Fitness Center is used at the sole risk of the user. All members and their guests must complete and sign the Renaissance Spa & Racquet Club Agreement Form before the use of the facilities.
3. All children ages 13-18 must satisfy the following requirements to use The Spa & Racquet Club Facilities:
 - a. Parents must complete and sign a Parental Authorization Form
 - b. Children must receive an orientation prior to the use of the Fitness Center.
 - c. Children must be accompanied by adults at all times.
4. Children 12 and under are not permitted in the fitness room, aerobics room, steam room, and hot tub.
5. It is recommended that all Renaissance members take advantage of the orientation process for their safety.
6. A Health History Form is available at the Spa & Racquet Club Reception and may be completed and signed prior to the use of the facilities.
7. Casual workout attire is acceptable at the fitness facilities: tee shirts, gym shorts or warm-up pants for men; leotards, tights tee-shirts, gym shorts or warm-up pants for women. No black-soled shoes (street shoes) shall be permitted at the fitness center. Only aerobic or court shoes may be worn. No swimsuits or street clothes are permitted.
8. Please be courteous to others. Wipe down and put all weights and equipment away after each use. Towels provided in the fitness area are for wiping down equipment only.
9. Limit your cardiovascular equipment workout to 30 minutes unless there is no one waiting to use the equipment.
10. No food and beverages are allowed in the Fitness Center except for water.
11. Members or guests damaging fitness equipment will be liable for damages.
12. Pin from weight stack must be removed and placed on top of the stack after use. Weights should not be slammed together to avoid injury to user and damage to equipment.
13. The Fitness Center may be closed to general usage during regularly scheduled exercise classes. The Fitness Program Manager reserves the right to provide exercise in the Fitness Center. Designated hours will be posted well in advance.

14. Loud or boisterous conduct or profanity will not be tolerated. Fitness Center associates reserve the right to ask a person(s) to vacate the facility if they are unable to abide by the policies after initial warning has been given.
15. Guest Policy: Members may purchase a guest pass for their guest at \$10.00 per person per day to use the Fitness Center. The guest Pass form is available in the Spa and Racquet Club's reception, and must be completed and signed. The member is responsible for any charges their guests incur while on the property.
16. All members and their guests are required to sign in at the reception area in the Spa & Racquet Club prior to use, even if the area is not staffed. A sign-in form will be located at the reception desk in the Spa and Racquet Club. The sign in information will include member name and/or guest name, date, time in and out and assigned locker number.
17. All Members and their guests must complete a fitness waiver form, which is available at The Spa and Racquet Club.
18. Coolers are not permitted in the facilities. All food and beverages must be provided by the Club.
19. No smoking or drinking is permitted inside The Spa & Racquet Club.
20. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and to use the equipment only in accordance with such instructions.
21. It is the responsibility of all persons using The Spa & Racquet Club facilities to consult with their physician, and such person should be in good physical condition and have no physical, medial or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him from using The Spa & Racquet Club facilities, or engaging in active or passive exercise.
22. All persons using The Spa & Racquet Club facilities are to follow the rules posted from time to time by the Club regarding use and care of the equipment and are to conduct themselves with due regard for the safety, health and enjoyment of all Members.
23. Members assume full risk of loss and responsibility for damage to their health.
24. No clothing or personal articles may be stored under benches or in the common areas.
25. Be considerate of your neighbors' rights; avoid unnecessary noise and improper conduct. Radios, tape players, etc. may not be played in The Spa & Racquet Club facilities unless headphones are used.
26. All jewelry and watches must be removed prior to exercising. The Club shall not be responsible for any loss or damage to any private property used or stored at the Club Facilities.
27. Personal fitness trainers may be permitted at the discretion of the Club, upon the terms and conditions established by the Club from time to time.

POOL RULES

1. Use of the pool facilities at the Club at any time is at the swimmer's own risk.
2. Swimming is permitted only during open hours of the pool dawn until dusk.

3. Children under twelve years of age are permitted to use the pool only if accompanied and supervised by an adult.
4. Children who are not potty trained must wear a swim diaper at all times. Should the pool become contaminated, the member will incur all necessary cleaning charges.
5. Showers are required prior to entering the pool to remove all suntan oils and lotions.
6. Glass objects, drinking glasses and sharp objects are not permitted in the pool area.
7. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermudas are not considered appropriate swimwear.
8. Running, ball playing and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
9. Radios may only be used at low volume or with earphones.
10. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions. The use of these preparations stains and damages the furniture.
11. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of cans, cigarettes, etc. In addition, please return towels to the receptacles placed in the locker rooms.
12. Smoking is permitted only in designated areas of the pool. Please be considerate of fellow members around you.
13. Private parties may be held in the pool area only with approval of the General Manager. Any food or beverages must be supplied by the Club. Please contact the Food and Beverage Director for date availability, life guard requirements and fees associated with pool events.
14. Food is allowed in designated areas of the pool facility.
15. Flotation devices are permitted for non-swimming children up to the age of five years. Any non-swimming children must be accompanied in the water by their parent or adult guardian.

TENNIS RULES

1. Court reservations may be made by phoning The Spa and Racquet Club.
2. All players must check in and register at The Spa and Racquet Club ten minutes prior to their starting time or the court will be released to the first name on the waiting list.
3. Each membership may be used to reserve two courts per day as long as the same individual is not using both courts.
4. At the end of the reserved period, players must promptly relinquish their court to the next reserving players. Once a member is off the court, the member may sign up for the next available court time.
5. Playing on a court constitutes having that court reserved (i.e. Smith may not play on Jones' court at 9:00am and have a court in his name at 10:30am).
6. Singles may reserve a court for one hour and doubles may reserve a court for an hour and a half (except for certain times designated by the General Manager when doubles will be an hour and singles possibly eliminated).
7. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time.

8. Guests will be charged a guest usage fee in the amount determined from time to time by the Club.
9. Proper Tennis footwear is required at all times. Other footwear such as running shoes and cross trainers are strictly prohibited.
10. All guests must be accompanied by a member when playing tennis.

Initial Use Restrictions For Lessee's

The following restrictions shall apply to all of the Leased Properties until such time as they are amended, modified, repealed or limited by Use Restrictions of the Association adopted pursuant to Article III of the Declaration or as otherwise provided in the Declaration.

1. General.

(a) The Properties shall be used only for residential, recreational, and related purposes consistent with this Declaration and any Supplemental Declaration.

(b) Lessee is responsible for the conduct of all visitors to a lessee's unit, who must adhere to all Association rules including off street parking.

(c) Owner/lessee is responsible for the maintenance of the pool and the inside of the lanai. Pools must be kept in good operating condition so that noise is not created by pool equipment in need of service. Pool and spa systems are expected to operate during reasonable hours.

(d) Outdoor living on most lanais enables sounds to be audible in neighboring units. Understanding and respecting the privacy, quiet enjoyment and peacefulness of neighbors is expected and lessee shall act accordingly.

(e) Where the Owner has transferred "right of use" to the lessee, lessee must follow all of the rules and regulations of the club facilities and register in the main clubhouse.

2. Restricted Activities: The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles is;

(i) Prohibited on public or private streets or thoroughfares within the Properties except for construction vehicles of the Builders, which may be parked in the streets of a construction area until 100% of the property has been developed and conveyed to Owners other than the Builders.

(ii) Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, pickup trucks, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles anywhere within the Properties other than in enclosed garages is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision during the daylight hours of 6:00 a.m. and 6:00 p.m. for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area, and recreational vehicles and boats may be parked in driveways for not more than 24 hours while loading and unloading, which shall not occur more than twice per month.

(b) All Dogs, cats, other animals, birds, reptiles and/or other type animals are strictly prohibited. No raising, breeding or keeping of animals, livestock, or poultry of

any kind is permitted.

(c) Any activity, which emits foul or obnoxious odors outside the Unit or creates noise or other conditions, which tend to disturb the peace or threaten the safety of the occupants of other Units.

(d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.

(e) Pursuit of hobbies or other activities, which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit.

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units.

(g) Outside burning of trash, leaves, debris or other materials.

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable annoyance or nuisance to occupants of other Units in the Board's judgment, except alarm devices used exclusively for security purposes.

(i) Posting or maintaining any sign, banner or advertisement.

(j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties.

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers.

(l) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within the Properties, except that a Private Amenity, its successors and assigns, shall be pertained and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties.

(m) Use of any Unit for operation of a timesharing, fraction- sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

(n) Use and discharge of firecrackers and other fireworks provided the Board shall have no obligation to take action to prevent or stop such discharge.

(o) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes.

(p) Any business, trade, garage sale, moving sale, rummage sale, or similar

activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as:

- (i) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit.
- (ii) The business activity conforms to all zoning requirements for the Properties.
- (iii) The business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties.
- (iv) The business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

(q) Capturing, trapping, or killing of wildlife within the Properties.

(r) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

(s) Operation of motorized vehicles, golf carts, or similar items on public or private roads, streets, pathways, bike trails, or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes.

(t) Any construction, erection, or placement of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; Woodpiles; aboveground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.

(u) Unless otherwise provided by law; placement of antennas, satellite dishes, or other apparatus for the transmission, reception, or communication of television, radio, satellite, or other signals except for one small receiver which may be located in the side or rear yard, installed adjacent to the residence, and integrated with the residential structure and landscaping. Unless otherwise provided by law, dishes shall not exceed 40 inches in diameter. Any such devices shall be screened or landscaped from view from the street and adjacent Units;

(v) Changing, altering, impeding, dumping, or otherwise interfering with the

flow and volume of water in any portion of the Surface Water Management System.

(w) Holiday lighting and decorations on the exterior of Units except for lighting and decorations that are displayed in commemoration or celebration of publicly observed holidays. Such lighting and decorations may not be displayed more than six weeks in advance of the holiday and must be removed within 30 days after the holiday has ended.

3. Prohibited Conditions: The following shall be prohibited within the Properties:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

(b) Use of the golf course: No walking, running, skate boarding, bicycling or any other activity is allowed on the cart paths or the golf course itself.

(c) Lessee shall not exceed posted speed and shall abide by all traffic signs within the Property.