



VIEW CORRIDOR UPDATE

Summary of View Corridor/Cultural District Developments

At the time when the Wynnton Group (the "Developer") negotiated to purchase the Renaissance of Sarasota project site from the City of Sarasota, they were granted a 99-year View Corridor Easement. It guaranteed an essentially unobstructed view to the West from the Renaissance property, across City land in the Cultural District. Two exceptions to the easement were allowed: one that permitted a 90-foot Van Wezel "fly," plus an additional performance venue that could be built to a height of no greater than 90 feet.

In March 2001, the City, the Developer, and the Florida West Coast Symphony executed an amendment to the View Corridor Easement that modified the building height limit in the original easement, allowing two 68-foot symphony buildings, and rescinding the authorization to build a new structure to 90 feet. The Amendment was prompted by the Symphony's stated intention at the time to build a performance hall and education complex on city land in the Cultural District, and the original 90-foot height limit was no longer applicable to their new vision.

However, no symphony construction was ever funded, initiated or approved within the time limit imposed by the City Commissioners, and the deadline expired in 2003.

Subsequently, the Symphony was offered free land at Lakewood Ranch to build a new performance and education facility, but the City, cultural, and business interests prevailed on the Symphony to reject the offer and commit to stay in the Sarasota Cultural District.

As part of this initiative, the Symphony expressed the need for a larger symphony hall on City property, and because of acoustic

considerations for a building of that size it would probably need to extend to a height of 90 feet.

The City, motivated to facilitate the new Symphony initiative in the Cultural District, filed suit in 2003 against the Symphony and the Developer (original parties to the *Amendment to the View Corridor Easement*), seeking an order from the Court that would declare the *Amendment* null and void because, they asserted, the symphony facility was never built when authorized in 2001, and the time limit imposed for the *Amendment* had expired.

Since the *Amendment* to the View Corridor Easement lowered the height limit for new buildings in the Cultural District from 90 feet to 68 feet, most Renaissance residents, and the Board of Directors, tended to favor the *Amendment*, since it precluded a large, 90-foot symphony building from being built on land close to, and *directly across* from the Renaissance. The Association, and individual Renaissance I residents, voiced their opposition to the City's attempt to nullify the *Amendment* by petitions, letters, and a statement at public hearings in 2003.

The Developer, who was a named party to the *Declaratory Judgment* suit that sought to nullify the Amendment, then petitioned the court for a *Motion to Dismiss*, in which they asserted that the 244 owners of Renaissance apartments, and future Alinari owners, were interested parties to the suit, and they should also be represented.

In the interim, the City hired a national consulting firm to study the future of the Cultural District. Hearings were held and public comment was obtained. In March 2004, the City consultants issued a comprehensive report that suggested how City land in the Cultural District could best be used for cultural and recreational activities over the next twenty years.

The consultant's report was made public in March 2004, and most observers were pleasantly surprised to see that the primary

RENAISSANCE TIMES

location recommended to the City for a future Symphony facility was along the Northwest corner of the site, near 10th St extended, in line with the Van Wezel, in the general area of Payne Terminal and the existing Coast Guard facility, a good distance away from the Renaissance.

When a 90-foot building is visualized on the proposed location for the Symphony venue (designated "P3" in the consultant's report), most Renaissance owners who studied the report agreed that the "P3" location did *not* degrade or significantly obstruct the view toward the West from the Renaissance I Building.

On May 3, 2004, the *Motion to Dismiss* hearing was held in Sarasota Circuit Court. The judge ordered that the Renaissance Condominium Association was an "indispensable party" to the Declaratory Judgment litigation. As a result, on May 7, 2004, the City attorneys amended their suit, naming the Renaissance I Association as a co-Defendant.

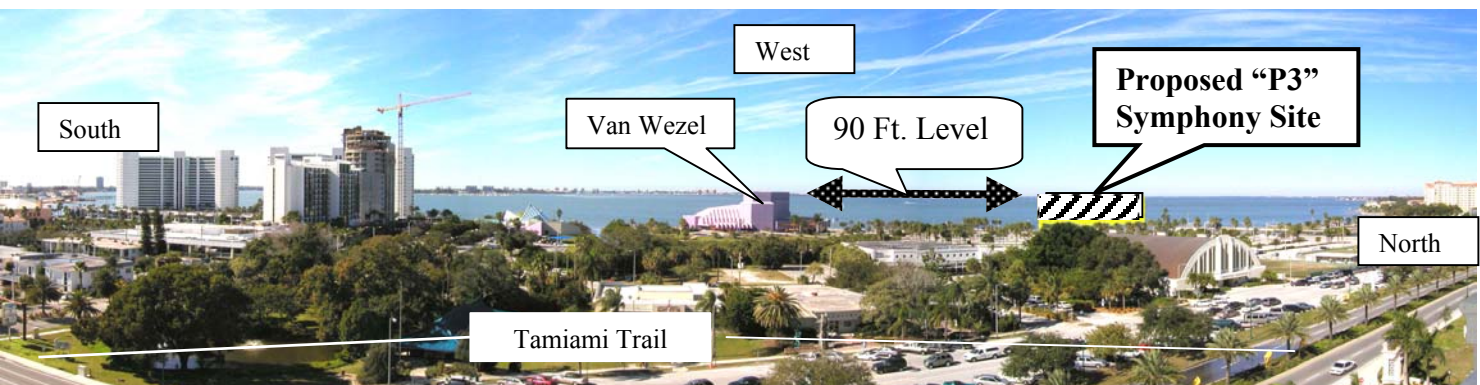
The City of Sarasota held a public hearing on May 17, 2004 to solicit comments on the consultant's report for the future use of the

Cultural District. Both the Florida West Coast Symphony Executive Director and the Chairman of their Board of Directors, and the Renaissance I Association (represented by Dr. Bob Nerthling, Chair of the Renaissance I View Corridor/Cultural District Ad Hoc Committee) stated their optimistic support of the proposal to locate the symphony facility in the "P3" site described in the consultant's report. The Developer did not testify at the hearing.

The Association has not formally joined the Declaratory Judgment suit as of this writing, and our Attorney has filed to extend the deadline for our response. Most informed observers believe that if the proposed "P3" symphony site can be approved and codified by the City in the final plan for the Cultural District, then the *Amendment* to the View Corridor Easement could be declared null and void without objection by the Renaissance I Association. The height limit would again be mandated at 90 feet as was originally permitted in the View Corridor Easement of 1999, but with the understanding that the new symphony building would be restricted to an area within site "P3" of the consultant's report of March 2004.

Visualizing a New Symphony Performance Hall if it were to be located in the "P3" Area of the Cultural District as recommended by the City consultants in March 2004

This is a view of the Cultural District, as visualized from an 8th floor apartment located in the center of the Renaissance I building. The approximate "air rights" boundary profile that would be capable of encompassing a 90-foot high symphony building is shown as a crosshatched block roughly superimposed over the P3 site.



Note: the crosshatched boundary profile of the "Proposed 'P3' Symphony Site" element shown above is only a very crude representation surely *not* be a strictly rectangular structure, the illustration is intended to help Renaissance I residents visualize the worst-case, outer-limits profile of a symphony building if it is built on site "P3". cjb



LOADING DOCK RULES

Remember to schedule your furniture deliveries in advance so that they can be accommodated with any planned move-in or move-out activity for other residents.

There have been several recent instances where residents did not contact the Concierge desk to reserve the loading dock for furniture deliveries. If there is a large move-in or move-out already scheduled at the same time



it can be difficult to manage the necessary loading dock and elevator time. Advance planning assures that deliveries and moves will be more efficiently handled and the residents, as well as movers or

delivery crews, will not be kept waiting.

As a reminder, residents must notify the Building Manager (by calling the Concierge desk to reserve a time slot) in advance of any planned move in or out of a unit, as well as for delivery of furniture. If a move requires the Loading Dock, prior arrangements must be made to reserve a time. Unscheduled trucked deliveries or moving truck arrivals will not be accommodated.

RESIDENT'S LIBRARY

If you ever feel like a good read and can't find anything in your home that strikes your literary fancy, make a short trip to the second floor overlook library exchange area. That is where residents can swap, take, borrow, or browse a selection of magazines, hardcover and paperback books and publications. There is even a cozy well-lit leather library chair if you find something you can't wait to commence reading.

CONDOMINIUM INSURANCE

This is a reminder to all residents about how important it is to have condominium insurance. No one likes to think about potential tragedies, but natural disasters can take away all our belongings in seconds.

We recommend that you purchase condominium homeowners insurance. The Renaissance building insurance does not cover anything inside your apartment, and it does not protect you from personal liability.

Owners who rent should check coverage to make sure their insurance is appropriate for a rental. Renaissance owners are responsible for the actions of their tenants. If you are a lessee, your insurance should cover all personal items that are in the apartment or in a storage unit.

APARTMENT FRONT DOOR KEYS

Florida Condominium Statutes require that the condominium association must have a key to your apartment in case an emergency requires entry into your unit. You may not change or add locks to your door. Authorized individuals will only enter your unit for justifiable reasons (for example, emergency inspection or repairs, water leaks, periodic association-sponsored pest prevention, mandatory emergency alarm system testing, storm damage assessments).

In an emergency, if the Association needs to enter your unit in your absence, and you have not provided management with a workable key, the lock will need to be drilled out. You will be billed for the new replacement lock. Florida Condo Statutes and our Documents give the Association this right of entry in an emergency, to perform inspections or to maintain the common elements.

YOUR "UTILITY" CLOSET

Each apartment has a closet to house the air handler unit for the air conditioner and heater, common element pipes, a circuit breaker, water control valves and a water meter. The water meter is no longer operational, now that the Association pays for all water consumption. However, the water meter must remain installed in the water supply lines in the event that metering is re-instituted in the future.

The louvered doors to your utility closet should not be blocked in any way, because that will interfere with the return airflow to the air handler. Covered or blocked louvers can result in icing of air conditioner coils, poor or non-existent cooling, condensate water drain blockage or leaks, or even total failure of the compressor. After the expiration of the original one-year equipment warranty, any maintenance or repairs to this equipment is at your expense. The Association does not repair heater/air conditioner systems.

You are responsible for maintaining your air handler (air conditioner and heating) system, and for changing the filters at least every two or three months with a replacement of the same size as the original. If you call for a Work Order, the maintenance staff will change these, for the cost of the filter, plus their time.

Some owners have redecorated by closing off the utility closet with semi-permanent mirrored walls or other sound-insulating or decorative material. Access to the utility closet may even require a technician or artisan. For water leak tracking, emergency inspections and access to the common pipes and air conditioner condensate drain system, the staff must have *immediate* access to every utility closet without having to wait for decorators or technicians to remove delicate, fragile or any other wall elements. If you have covered the utility closet so it is not immediately accessible, you must remove the modifications or be prepared to have them destructively removed at your expense if quick access is required into your utility closet.

WORKOUT WITH COURTESY

When you or your guests are using the Renaissance Fitness Center please keep the following courtesy and safety rules in mind:

- The television is first come, first served regarding channel selection.
- The TV remote control must be returned to the wall-mounted holder so that others may use it.
- Appropriate athletic footwear is required. No sandals, street shoes, bare or stocking feet are permitted in the Fitness Center.
- An adult must accompany children under the age of 14.
- No food or drink, other than bottled water, is permitted.
- As a courtesy to others, please dry and sanitize equipment after use.
- No smoking.
- Do not move equipment or remove pedal straps from workout machines.
- Return hand weights to weight rack.

MAINTENANCE COMMITTEE

Here is a terrific way to get involved in your Renaissance community — the Maintenance Committee is looking for members able to devote several hours per month to committee meetings and walkthroughs of the property. Contact the Committee co-chair, Jeanne Sheldon at 951.6027 if you are interested.

BUSINESS CENTER HOURS

The Business Center will be open Monday through Friday from 8:00 am until 5:00 pm. The Security Guard will open the center for any resident requesting access after normal business hours. Because of vandalism to the equipment, residents will be asked to sign an after-hours log sheet for entry outside the normal Business Center hours.



RENAISSANCE TIMES

June 2004

BOARD MEETINGS

The monthly meetings of the Renaissance Board Of Directors have been changed to the second Wednesday of each month. Board of Directors meetings will be held in the Media Room, beginning at 5:30 pm (30 minutes earlier than before).

Owners are encouraged to attend and observe these normal business meetings of the Board. An owner forum is usually held at the conclusion of each meeting for comments and questions. Until that portion of the meeting, owners may not comment, make motions, or become actively involved in the agenda-driven proceedings.

CONCIERGE DESK

For security purposes, residents are not permitted in the area behind the Concierge desk. All business and entertainment brochures (that were on the shelf behind the Concierge desk) have been moved to the Business Center. Any available free local papers are also in the Business Center.

Contact Numbers

Manager's office	941.957.3957 (phone)
Manager's fax	941.957.1256 (fax)
Manager's email	Renaissance@comcast.net
Manager's Assistant	941.957.1125
Website	http://RenCondo.com
Website password	ll2 (lower case L's plus a 2)
Resident's fax	941.954.9964 (fax)
Concierge	941.957.1956
Concierge email	RenConcierge@comcast.net
Building Security	941.957.1956
Emergency	911

RESIDENT WEB SITE

To read past editions of the newsletter, to review prior Board meeting minutes, to check out the latest event photos, visit the resident website at <http://RenCondo.com>. The website is available 24/7 to submit a work request, make appointments for the loading dock, (see the related article on the Loading Dock Rules for deliveries and moves) or to schedule apartment inspections while you are away. You will always receive a feedback email on any request you submit through the website.

Our website is password protected. Your password for the RenCondo website is ll2, which is two letters "L" (typed in lower case) followed by the number "2".

JUNE MOVIE NIGHT

The June movie will be "Calendar Girls" inspired by a true story of twelve ordinary members of the Women's Institute in a small British village. Prim and proper ladies' club members find a more compelling way to raise money for charity.

They prepare their traditional annual calendar with an untraditional twist. Behind the usual baked goods and the flower arrangements are the women – totally nude! The stars are Golden Globe nominee Helen Mirren and Julie Walters. Reviewers called it a heartwarming, beautifully told story like "The Full Monty"...female style.

The movie will be shown in the media room on Thursday, June 3, at 7:30 pm. Popcorn and sodas will be provided.

PARKING SPACES

After the sale of the last apartment, the developer had 39 remaining unsold parking spaces. According to Section 5.7(b) of the Condominium Declaration, these unsold parking spaces became the Association's property.

The Board decided to rent rather than to sell those parking spaces. An initial monthly rate of \$30 or \$40 has been established based on the location.

On June 1, a map of the rental parking spaces, along with their monthly rate, will be available at the Concierge desk. At that time, parking space reservations may be made, residents may sign the Parking Space Agreement and may begin to park in their rented spaces.

Once the Agreement is signed, a parking permit will be issued to display on the left side rear of the window of vehicles parked in rented spaces. The parking permit has an expiration date for the security staff to monitor.

Note the related article on page 7 about the new Visitor and Guest parking hangtags that will be assigned for overnight parking in the visitor parking area.

HOLD IT, FIDO!

Pet owners are reminded that the new pet behavior rules are now in effect. For owners with dogs who might be inclined to urinate on, or "mark" the building walkways, columns, or walls while on their "constitutional", please follow the "short leash" rule and tightly control your pet to prohibit it from stopping until well outside the periphery of the Renaissance.

Pet "accidents" on condominium property, walls and walkways could result in a complaint being lodged against your pet, necessitating a fine, or after three complaints, the permanent removal of the pet from the Renaissance.

HURRICANE SEASON

June 1 marks the official beginning of the hurricane and tropical storm season, so please be sure to close your vehicle windows and convertible tops when you park in the garage. Wind-blown rain could flood your vehicle if you leave the T-tops, windows, or convertible tops open.

If you plan to be away anytime during the summer you are advised to remove balcony furniture and any other items that could become dangerous flying objects in a storm. The staff will be busy securing the common elements when a storm or hurricane is imminent and will not have time to enter your unit to remove dangerous unsecured items from your balcony.

SERVICE ELEVATOR

We are pleased to announce the completion of the work to refurbish the service elevator. All new padding has been installed, and the area has been refreshed and is more inviting to use.



With the accessibility of the doggie refuse bags, new security cameras, motion detectors and convenient access to the side exit door, we suggest that dog owners use the service elevator to enter and leave the building for doggie walks.



STAFF FEEDBACK

Residents are again asked to refrain from giving direction, corrections, critiques, or assignments to the housekeeping or building maintenance staff. To avoid confusion, duplication, and wasted effort, staff members take their direction only from the Building Manager.

Feedback, comments, criticism, ideas, or special requests should be brought to the attention of the Manager so that they can be addressed. Each employee has a schedule of work that must be done each day. Even though they might want to accommodate suggestions, they are not authorized to interrupt their routine in order to give special attention to resident requests. Management welcomes your suggestions and feedback, but asks that you refrain from communicating them directly to staff members.

VISITOR/GUEST PARKING

In a continuing effort to keep the Visitor Parking area available for visitors, the Board of Directors established guidelines for visitor/guest parking.

Residents may park in Visitor Parking only to load and unload, and must move their car within two hours. A warning will be issued for the first offense, a \$25 fine will be assessed for the second offense, and third and subsequent offenses will result in the car being towed.

A Renaissance Association hangtag, issued by the Concierge or Security staff, must be displayed on the rear-view mirror when the vehicle is parked in the visitor lot. A hangtag, with a seven-day maximum, will be issued to guests of residents. Guests staying for longer periods must either rent a parking space (if one is available – see the related article about available parking spaces) or park outside of the Renaissance property.

Overnight visitors and guests – The Concierge or Security Guard will provide a dated hangtag for visitors and guests who will be staying overnight. The hangtag information shows the visitor's last name, the color and type of vehicle, the vehicle license number, and the expiration date of the hangtag.

Visitors in a guest suite – Guests registered in the guest suites may park in Visitor Parking, with a dated hangtag that will be valid for the duration of their stay in the guest suite.

TRASH CHUTES

On several occasions residents have jammed large boxes into the trash chutes, causing a total blockage of the trash system on all floors above the obstruction. Boxes should not be placed in the trash chutes; instead they should be flattened and brought down to the area in the Service Elevator Lobby.



If you encounter a clogged trash chute and cannot open the door, call the Concierge or Security Officer to report the blockage. Please take your trash back to your apartment until the clog is cleared rather than leaving it on the floor of the chute room.

PET COMPLAINTS

The Pet Committee members worked hard at finding common ground so that all residents, pet owners and non-pet owners alike, can enjoy our beautiful home. We appreciate residents adhering to the new Pet Resolutions. Should you notice a pet infraction, please notify the Property Manager's office so an appropriate reminder can be sent to the owner of the pet.

PREVENTIVE MAINTENANCE

The Renaissance Maintenance Staff will perform scheduled preventive maintenance in each apartment. If you cannot be home, it will be necessary for the staff to enter your unit to do these important preventive items:

- **Toilet flapper valve leak test** using a leak detection tablet and, if a leak is detected, the Association will replace any defective valve at no cost to the unit owner.
- **Air Handler Condensate Drain Algae Prevention** involving anti-algaecide treatment to the condensate pan and a flow switch inspection.
- **Air Handler Pan Cutoff Switch Check** to inspect the mechanical overflow switch assembly and make sure it is not blocked and is properly attached to the side of the pan.
- **Dryer Vent Cover Lint Removal** for inspecting and cleaning of the dryer vent and filter to make sure it is not obstructed.
- **Washing Machine Discharge Hose Clamp Replacement** with a more robust screw-actuated hose clamp.

A letter will be left at your door with several days advance notification prior to the date your unit is scheduled for this preventive maintenance. Attached to that letter will be a thorough explanation of each aspect of the work, along with some suggestions for preventive items you can do on your own.

PENALTY AND ENFORCEMENT FEES

Following is a list of the Renaissance I penalty and enforcement fees that are in effect:

Parking and Garage - \$25 per occurrence, and for each subsequent day after notice that the violation is not resolved (see Parking Policy).

Pet Rules - \$25 per occurrence, and for each subsequent day after notice that a *Pet Rule* violation is not corrected.

Architectural - \$25 per occurrence, and for each day after notice that a violation of the *Architectural Guidelines* is not corrected.

Pool, Spa, Pool Furniture, Gas Barbeque, Sauna, Locker Room - \$25 per occurrence, plus \$100 per day for any infractions that result in the removal from service of any of the above items for emergency repair, service, cleaning, or pool or spa emergency service required because of fecal contamination.

Rules and Regulations, Declaration of Condominium and Bylaws - \$25 per violation, and for each day after notice that the violation is not corrected.

Rental, Leasing, Occupancy - \$25 per day, for each violation of Rental rules, and for each day after notice that the violation is not corrected.

Late or Non-Payment of Assessments – 5% penalty for each default over 14 days; collection of account by Association attorney after 30 days past due; acceleration of remaining annual assessments for the current year if two or more instances of 30-day default occur in any 12-month period. All costs associated with the collection of assessment defaults, including attorney and lien-filing fees, will be borne by the Owner.

Property Destruction or Damage - \$100 per occurrence, plus the cost of all repairs, painting, labor, materials, consultant fees, permits, licenses and cleanup charges, as appropriate. The decision to replace rather than to repair damage will be at the sole discretion of the Board of Directors.