

BLOSSOM WALK MAINTENANCE CORPORATION

Common Area - The COMMON AREA shall mean and refer to all portions of the Condominium Property not located within a Living Unit. (Article 1, Section 5, CC&Rs)

1. Common Area Rules

- a. Noise and Disturbance – All complaints of noise and disturbance must be reasonable in nature. All common areas are to be used in such a manner as to not disturb others. No resident or guest may create noise or disturbance which unreasonably affects the residents of any other unit. Noise and disturbance that can be heard more than 2 units away is not acceptable.
- b. Personal items shall be maintained only within the exclusive use portions of the common area.
- c. All doors and gates must be closed and locked at all times when not in use.
- d. No items are to be hung or attached to the common areas of the condominium without exclusive permission from the Board of Directors.
- e. Satellite Dishes are not to be installed on any part of the exterior stucco or the roof of the condominium units. All Owners shall submit an ***Application to Install a Satellite Dish*** (Alteration Request Form) to ensure compliance with the Blossom Walk CC&Rs.
- f. Bicycle riding, skate boarding, scooters, skating, etc. is not permitted within the courtyard/ common areas.

2. Pet Regulations

- a. All pets must be registered with Associated Professional Services. An initial registration fee of \$150 is due at the time of registration. Please note that you should provide a copy of the County of San Diego Animal Services Dog Application and Rabies Certificate also.
- b. An annual pet maintenance fee of \$100.00 will be due January 1 of every calendar year for all dogs and cats. This does not apply to an indoor only cat, which must be registered and declared as an indoor cat.
- c. Only two pets are permitted per unit. No dog shall exceed 40 pounds when full grown. This means you are allowed two smaller pets total weight not to exceed 40 pounds or one 40 pound pet. Only exception is certified service dogs. This rule applies to visiting dogs also. Exception: An indoor only cat does not count as part of the weight limit. An indoor cat does count towards the number of pets allowed.
- d. Only ordinary domestic animals may be kept as household pets within any unit, provided they are not kept, bred or raised for commercial purposes. See CC&Rs for definition of domestic pet.
- e. All pets shall be on a leash held by the owner or other individual when in the COMMON AREA. No pet shall be tied up anywhere in the COMMON AREA, which includes, but is not limited to, chairs, trees, poles, fences, patios, balconies, etc.
- f. Pets may be exercised on a leash in the COMMON AREA but must be taken to the pet stations provided to be relieved. Should an unavoidable accident occur in the COMMON AREA, the person controlling the dog must clean up and dispose of the mess immediately. All violations will be noted with fines assessed.

- g. Pets may not be kept within any patio or balcony. Dogs whose bark can be heard from anywhere in the community must be quieted.
- h. Pets that display a vicious or aggressive nature may not be maintained in the community.
- i. Residents are absolutely liable for any personal injury or property damage caused by their pets. The Board of Directors reserves the right to require residents to remove any pet that becomes a nuisance.
- j. Pets are not allowed in the Pools, Pool Enclosures, Gym or Laundry Rooms at any time.

3. Moving Procedures

- a. Hours of move in/out are 8:00AM to 8:00PM daily.
- b. All doors and gates are to be closed in a locked position when not in use. Leaving a gate tied or propped open is prohibited.

4. Alterations / Modifications

- a. Owners shall submit an *Alteration Request Form* for review and approval by the Architectural Review Committee for all alterations and/or modifications affecting the Common Area and **any** utilities.
- b. In the event that a utility shutoff is required as part of the alteration / modification, it shall be the owner's responsibility to notify all affected owners no less than 72 hours prior to the utility shutoff. Utility shutoff shall be limited to the hours of 10:00 AM to 4:00 PM Monday through Friday only. The Property Manager should be notified of all utility shutoffs.
- c. City of San Diego Ordinance permits construction noise between the hours of 7:00 AM to 7:00 PM Monday through Saturday. No construction noise is permitted on Sundays or Holidays. All owners are expected to abide by the City Ordinance. For further information please refer to the San Diego Municipal Code Section 59.5.0404.
- d. All parts of the exclusive use portion of the COMMON AREA shall be free of construction materials, tools and debris. The exterior appearance of the unit shall be maintained neat and clean. Any damage affecting the COMMON AREA shall be repaired within 72 hours at the Unit Owner's expense.

5. Parking Lot

- a. All vehicular, including motorcycles, parking shall be permitted within assigned, numbered stalls only. Motorcycles parked between wheel stops and any building shall not be permitted. Any violations will be towed at the vehicle owner's expense.
- b. Mechanical maintenance or washing of any kind on a vehicle is prohibited within the property.
- c. It shall be the responsibility of each space assignee to keep his/her space free of trash and debris, including oil drops.
- d. Vehicles shall not block access to the assigned space of any other Unit or hinder traffic in or out of the complex. Vehicles parked in a space assigned to another Unit shall be subject to immediate towing at the vehicle owner's expense.
- e. Vehicles should be in operating condition and not being used for storage.
- f. Car alarms should not be set too sensitive to go off constantly.

- g. Vehicles should be pulled into their parking space and not backed into their parking space. This is a precaution due to carbon monoxide from a running vehicle filtering into windows facing the parking space.

6. Patios and Balconies- Patios and balconies are COMMON AREAS owned by the condominium association. They are exclusive use areas for the attached units. Items placed on patios and balconies can greatly enhance or degrade the general appearance of the property and are what others view when looking out windows. It shall be the owner's responsibility for the proper maintenance, upkeep and overall appearance of all acceptable items within the patio/balcony area.

- a. Acceptable items are well maintained patio furniture, plants, BBQ grills and patio type decorations. Charcoal grills are not allowed.
- b. Holiday decorations are acceptable but MUST be removed within two (2) weeks of the holiday ending.
- c. No personal items are to be hung from the balconies or patio ledges. This includes towels, rugs, blankets, clothing and wetsuits.
- d. Do not hang heavy planters, swings or hammocks from the patio/balcony walls or ceilings due to unavoidable stucco damage.
- e. Storage units are acceptable provided that their height does not exceed the patio wall or balcony railing height.
- f. Items not allowed within the visible area of the patio or balcony include, but are not limited to exercise equipment, clotheslines, trash, bicycles, motorized cycles, car or motorcycle parts, boxes and/or storage items.
- g. Potted plants must have a 6 inch clearance from the building or patio/balcony wall. Plants cannot be over watered. If they are and cause any type of damage the owner will be assessed repair fees. Water moisture buildup and intrusion are expensive repair items. A water tray should be used under all pots.

7. Plants and Shrubs

- a. Shrubs or trees grown on the lower deck must be kept trimmed so that they are no higher than the bottom of the upper deck. Potted plants must be removed from any stucco or wood ledges. The water runoff from the plants, even with drain catchers, will cause severe damage to the surface.
- b. Plants are not allowed on the railing of upper unit balconies due to public safety as well as potential water damage to Units below.
- c. Plants are not to be added in any common area. Common area is anything outside an exclusive use area of the unit.

8. Pool Rules – While use of the Pool is encouraged, all owners/tenants shall be aware that there is **NO** lifeguard on duty. All persons using the Pools do so at their own risk. The following basic rules shall be observed at all times.

- a. Pool Hours: 8:00 AM – 10:00 PM daily.
- b. Pets are not allowed in the Pools or Pool Enclosures at any time.
- c. All guests must be accompanied by an adult resident host at all times within the pool enclosure.

- d. No persons under the age of 18 years of age are permitted within the Pool Enclosures unless accompanied and supervised by an adult resident host.
- e. Limit of two (2) guests per unit.
- f. Bathing suits must be worn at all times.
- g. Breakable containers and grills shall not be permitted within the Pool Enclosure at any time.
- h. No smoking or alcohol shall be permitted within the Pool Enclosure at any time.
- i. No food allowed in Pool Enclosure at any time.
- j. Residents and guests shall maintain a conversational voice level and refrain from using objectionable language. Obscene language is prohibited at all times. Adults must insure that all children in their care observe this rule.
- k. Loud pool games shall not be permitted due to the noise disturbance to surrounding owners/tenants.
- l. When leaving the Pool Enclosure, replace chairs and lounges to their proper location, clean up your messes, etc.
- m. Due to infrequent use of the pools during the winter, as well as the cost to heat the pools, the west pool will not be heated between October 1 and May 30. The pools shall be maintained and will be useable all year around.

9. Gym Rules- While use of the Gym is encouraged, all persons using the Gym do so at their own risk.

- a. Hours of Operation: 6:00 AM-10:00 PM Daily.
- b. No person under the age of 18 years of age is permitted to use the facility unless accompanied and supervised by an adult resident host.
- c. All guests must be accompanied by an adult resident host at all times. Limit two (2) guests per Unit.
- d. Pets are not allowed in the Gym at any time.
- e. All lights and equipment must be turned off and the sliding doors locked if you are the last person in the gym to leave.

10. Speed Limit

- a. Vehicle speed limit is restricted to 5 miles per hour within the parking areas and the alley.

11. Complaints and Requests

- a. All complaints or suggestions submitted to the Board of Directors for the good of the Community are welcome. Please submit your comments in writing to the Board of Directors via the appropriate form available from Associated Professional Services.
- b. Please do not instruct the landscape maintenance staff or the association maintenance staff on how to perform work. If there is a task that needs attention please contact Associated Professional Services.
- c. Emergency requests made through Association Management that are the responsibility of the homeowner will be at a charge of \$125 a visit for the first hour and \$50 for every additional hour of time used. This includes but is not limited to Blossom Walk Property

Manager if contacted directly or is called upon to address an emergency directly at the request of the owner or a tenant.

12. Tenant Registration

- a. All owners who rent or lease their Unit(s) to tenants are required to fill out and file a Tenant Registration Form with Associated Professional Services. This form is available from Associated Professional Services and is for identification and security purposes. This form MUST be filed with Associated Professional Services within fifteen (15) days of occupancy by the tenant(s) or owners will be fined \$25.00 (twenty-five dollars). For every additional 15 days that the Tenant Registration Form is not filed a \$25.00 fee is applied.
- b. It shall be the responsibility of the owner to furnish a copy of these Rules and Regulations to the tenants and ensure compliance.

13. Enforcement Policies

- a. The Board of Directors has established the following fine/fee schedule relating to the violations of the CC&Rs and the Rules and Regulations. The first notice will be a courtesy notifying the owner of the problem and requesting that the problem be resolved within 10 days. A first notice is considered any notification by text message, phone call, email or letter. A second notice, which will be sent by Associated Professional Services, will serve as the First Citation, etc. Prior violations will remain on record for twelve calendar months to be counted towards the number of violations. Each fine received will be double the previous fine.

Example: Up to \$200.00 – First Citation

Up to \$300.00 – Second Citation

Up to \$500.00 – Third Citation

Persistent, continuing, and uninterrupted violations: For any violation of the governing documents that is persistent, continuing and uninterrupted in nature, the Board may levy a daily fine up to \$10.00 per day for each day the violation exists.

Hazardous Activities: A hazardous activity is any activity that could cause serious harm to persons or property. An initial warning shall not be given for hazardous violations. Instead the Owner will be immediately called to a hearing where an Enforcement Assessment and/or suspension of membership privileges may be imposed.

Any owner assessed a fine or a repair/restore/removal cost or a revocation of membership privileges will be offered the opportunity to appear before the Board of Directors to show cause as to why these penalties should not be imposed.

- b. When a violation is communicated the owner is expected to review the CC&Rs and the Rules and Regulations to make sure compliance is for all stipulations and not just the particular one mentioned in the courtesy notice.

14. Owner Responsibility

- a. Owners are responsible for maintaining current contact information to Associated Professional Services.
- b. If contacted by Blossom Walk Property Manager or Associated Professional Services, owner's are responsible to respond within 48 hours. In case of an emergency, the response should be immediate. If the owner does not respond to an emergency call, the

Blossom Walk Property Manager or Associated Professional Services will take whatever action is necessary without owner's permission.

- c. Owners are responsible for furnishing a copy of these Rules and Regulations to any tenants and ensure compliance.
- d. Any construction, repair or remediation work performed anywhere within the Project, whether within the interior or to the exterior of a Unit, may only be performed by a contractor properly licensed, bonded and insured for the scope of the work performed. Upon request of management or the Board, any contractor performing work anywhere within the Project must promptly provide proof that they are currently licensed, bonded and carry insurance of not less than \$1,000,000. Any unlicensed or improperly bonded or insured contractor who is instructed by the Board or management to stop work must do so immediately.

Any request should be accompanied by an Alteration Request Form located on the Blossom Walk website and referenced in the CC&Rs. Any work that involves water or plumbing in any way needs an Alteration Request Form and property management contacted.

Violation of this rule will subject the owner to a fine of \$200.00 per day for each day any unlicensed work is performed.

***The Board of Directors,
Blossom Walk Maintenance Corporation***