

BELLEFONTAINE CONDOMINIUM OWNERS ASSOCIATION

RULES & REGULATIONS

THESE RULES AND REGULATIONS ARE A COMPILATION OF RULES AND REGULATIONS PASSED AT ASSOCIATION MEETINGS OR MEETINGS OF THE BOARD OF DIRECTORS AS RECORDED IN THE ACCEPTED MINUTES OF SUCH MEETINGS FROM YEARS 1973 THROUGH 2008.

January 2009

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INTRODUCTION

As Bellefontaine Condominium Owners and Residents, we are able to enjoy the benefits of a shared community. Living in a community that provides such shared facilities also carries a requirement for shared responsibility and respect for both our property and our neighbors. The rules that follow have been adopted to describe a framework of behavior that allows the Owners and Residents of the Bellefontaine to enjoy the Condominium in a peaceful, safe, clean and attractive environment and to provide an excellent place to live. The rules are not designed to unduly restrict or burden the use of the property.

These rules are published to provide each Resident with a reminder and reference of the various obligations we all have toward each other and the preservation of our aesthetic value. It also contains requirements that have become necessary through the years of operations that help to make for greater cost effectiveness and more realistic assessments.

These rules should be read carefully by all Owners, their families and their Tenants. It should be made known by all Owners that these rules and regulations are binding upon all persons, including their guests and Tenants. Infractions of these Rules and Regulations are subject to disciplinary actions and fines as set forth in the enforcement procedures stipulated in the Covenants, Conditions and Restrictions of the Bellefontaine Condominium Owners Association and in the fine schedule and policy.

Any questions, suggestions or complaints regarding adherence to our Rules & Regulations should be directed to the Board of Directors of the Bellefontaine Condominium Owners Association. Any requests for maintenance or emergency action should be directed to our Property Management Company. **The Management Company is Hilltop Community Executives; their number is 619-595-8711.**

Owners should receive copies of the Covenants, Conditions and Restrictions (CC&Rs), Bylaws and these Rules and Regulations of the Bellefontaine Condominium Owners Association at the time of purchase of a Living Unit. It is the legal obligation of all Owners who may rent or lease their Living Units to supply copies of these documents to their Tenants. Such Tenants are advised that they also are bound by these documents the same as Owners.

These Rules and Regulations are supplemental to the CC&Rs and Bylaws of the Bellefontaine Condominium Owners Association and do not supersede their authority. These are a compilation of the rights, duties and obligations of Residents on this Property published in the CC&Rs, Bylaws and official actions taken through the years by the Board of Directors of this Association. They are amendable.

Please keep these rules available for handy reference.

The Board of Directors
Bellefontaine Condominium Owners Association

AMENDMENT

These Rules and Regulations may be amended by a simple majority vote at any legally called and held meeting of the Board of Directors of the Bellefontaine Condominium Owners Association.

ENFORCEMENT OF RESTRICTIONS

The Association is created to serve as a "management body" to provide for the management, maintenance and preservation of the Common Area and the individual Living Units as set forth in the Covenant, Conditions and Restrictions (CC&Rs), Bylaws and such Rules and Regulations as are adopted by the Board of Directors and the Association.

The Board of Directors enforces the provisions of the CC&Rs, Bylaws and Rules and Regulations.

In discharging their duties and responsibilities, the Board of Directors acts on behalf of the Owners, and no Director shall be individually or personally liable or obligated for performance or failure of performance of such duties and responsibilities unless he/she fails to act in good faith.

It is the right and duty of each Owner or Resident to report any violations of the CC&Rs, Bylaws and Rules and Regulations to either the Board of Directors or the Property Management. However, no Owner shall have the right, without prior written approval from the Board of Directors, to exercise any powers or perform any duties delegated to the Board of Directors by the governing documents.

Failure of any Owner, Tenant or guest to comply with these covering documents may result in action as stated in the CC&Rs or Bylaws.

Interpretation of the restrictions of the CC&Rs, Bylaws or Rules and Regulations shall be resolved by the Board of Directors and its decision shall be final, binding and conclusive on all parties affected thereby. (CC&Rs, Article IX, Section 7.)

ASSOCIATION MEETINGS

The Bellefontaine Condominium Owners Association has three (3) types of meetings:

1. Board of Directors Meeting,
2. Annual and Semi-Annual Homeowners Meetings, and
3. Special Meetings.

The CC&Rs require the Board of Directors to meet at least bimonthly to conduct the ongoing business of the Association. These meetings are held in the 12th Floor Clubroom. Owners-of-Record of individual Living Units are encouraged to attend these meetings and to serve on any committees created. During discussion of an agenda item, Owners have the right to speak but only the Board of Directors may vote at a meeting of the Board.

Homeowner meetings are held semi-annually. The official Annual Homeowners Meeting is held each July. During this meeting the accomplishments of the past year are reviewed and the Board of Directors for the ensuing year is elected. Following this Homeowners Meeting, the newly elected Board of Directors meet in Executive Session to elect officers for that year.

The Semi-Annual Meeting of the Owners is held each January. This meeting allows for important business to be transacted that requires Owner approval that should not be deferred until the Annual Meeting.

Special Meetings, of either the Board of Directors or Owners, may be called by the President of the Association to deal with critical items. Written notice is submitted to all Owners at least three (3) days in advance stating the reason for the meeting, the time of the meeting and the place where the meeting will be held.

Meeting notices are placed on bulletin boards in upper and lower garages and inside the mail cabinet in the upper lobby. They are also included in your monthly homeowner statement from the Property Management Company.

A quorum for any meeting of the Association, allowing for legal conduct of any business, is a simple majority (51%) of the body eligible to vote at such meeting.

Seconded motions made at all meetings carry and become official upon receipt of a simple majority (51%) of the body eligible to vote unless otherwise regulated by the CC&Rs or the Bylaws.

FINE POLICY

The following procedure will apply to all violations and infractions of the governing documents and rules and regulations. Owners may report a violation to the Management Company or Board of Directors by submitting a written notice describing the violation. The Board of Directors, Management Company, or committee appointed by the Board may also note any violation discovered during a walk-through or by personal knowledge of any of its members or representatives. Nothing in this policy shall prevent the Association from pursuing other remedies or from seeking immediate relief in court if the Board determines that such action is warranted.

At the time a violation is noted or reported, action will begin as follows:

1. A notice to correct the violation will be sent by the management company. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation. It will also include the range of the fine that may be imposed if the issue is not corrected.
2. If the violation continues, or if the response is not otherwise satisfactory, the Owner will receive a notice of a monetary penalty and be afforded an opportunity to appear before the Board or an appointed committee either by appearing personally or submitting written testimony. The effective date of the monetary penalty will be at least five (5) days after the hearing date. The notice shall be delivered to the Owner personally or by first class or certified mail to the last address of the Owner shown on the Association's records. The Board or Committee shall give fair consideration to the Owner's oral or written testimony in determining whether to impose a penalty. "Penalty" shall include fines, repair costs or any out-of-pocket costs or expenses incurred by the Association due to an Owner's violation, including attorney's fees.
3. If the violation continues, or if the response is otherwise unsatisfactory, even after the imposition of a monetary penalty, the Board or its appointed committee may impose additional or continuing fines until such time as the matter is satisfactorily resolved upon notice and an opportunity for a hearing is offered in the manner specified in paragraph 2 above.
4. If the violation continues, the Board may refer the matter to the Association's legal counsel. If a lawsuit is filed, the homeowner may be liable for the Association's legal costs and fees.
5. If the violation of the rules is a one-time activity that the Owner or Resident knowingly committed, and did not cease when requested, the Board may impose the appropriate monetary penalty.

FINE SCHEDULE

Fines shall be levied at the discretion of the Board for any violation of the Bylaws, CC&Rs or Rules and Regulation not specifically mentioned on the following schedule:

1. First violation: \$50.00 to \$199.00
2. Second violation: \$200.00 to \$299.00
3. Third violation: \$300.00 or more

Fines shall be levied for each documented violation separately.

Fines shall be in addition to any applicable cost of repair or other reimbursement of any costs incurred by the Association, including attorney's fees.

Four (4) or more violations assessed to a single Living Unit in any six (6) month period may result in an additional fine of up to \$500.00 at the discretion of the Board.

INSURANCE

The Bellefontaine Condominium Owners Association carries the following types of insurance:

1. Fire insurance with standard extended coverage endorsement for the maximum insurable replacement value of the building and improvements comprising the Property and for the market value of any "beneficial interest personal property" by an insurance carrier selected by the Association. (This refers to contents owned by the HOA.)
2. Liability Insurance insuring the Board of Directors and all Owners against any liability to the public or to Owners, their invitees, guests or Tenants, incident to the ownership or use of the Common Areas.
3. Worker's Compensation to the extent necessary to comply with the law.

Insurance on individual Owner's personal property, household items, automobiles, etc., is the responsibility of each Owner. Likewise, it is recommended that Tenants carry Renters Insurance for their personal property, household items, automobiles, etc. If any Owner suffers damage as a result of carelessness or improper maintenance of another Owner, the claim is filed against the offending Owner and not the Association.

No Living Unit shall be occupied or used for any purpose or in any manner that shall cause improvements to be uninsurable against any loss by fire or the perils of the extended coverage to the fire insurance policy, or cause any policy or policies representing such insurance to be cancelled or suspended or the company issuing the same to refuse renewal thereof.

SECURITY

Security is an important issue at the Bellefontaine, and many steps have been taken to maintain the security of the building. However, the responsibility for the security of the building ultimately lies with the Owners, Residents, guests, service persons and employees.

1. In 2003, a complete new security system was installed as a capital improvement to the Bellefontaine. This system replaced all outdoor access keys with electronic "key fobs."
2. Each fob has its own code and is registered to individual persons. Computer programs will maintain ongoing records of each time a fob is used. If a fob is lost or stolen, it can be deactivated; simply notify Property Management as soon as possible.
3. Different fobs have different access capabilities. For example:
 - Owner and Resident fobs will have access 24 hours a day, seven days a week.
 - Contracted employees have access from 7:00 am until 6:00 p.m., Monday through Friday.
 - Mail Carrier has front door and lobby elevator access only, Monday through Saturday.
4. Each Owner is issued three (3) fobs with 24/7 access. Additional fobs may be issued upon request to the Management Company.
5. Fobs are required as follows:
 - to unlock the front door;
 - to unlock the pedestrian gate in both garages;
 - to enter the north stairwells;
 - to enter the upper lobby from the upper garage;
 - to open the security gate at the second floor in the south stairwell; and
 - to call the elevator to the Lower Garage (Basement) level;
 - to open the elevator doors at the Lobby Level.
6. To use a fob, simply wave the fob across the fob reader that is located near each entrance. It is not necessary to touch the fob reader with the fob. You will hear a beep and a small red light will turn green as the door is unlocked.
7. Each Owner has a Medeco ("Do Not Duplicate") key that will open the 12th floor gym and gameroom.
8. Each Owner has one security key to open the hallway door to the storage units on each floor. These locks are compatible with the SDG&E system to allow access to their workers.
9. All keys are transferred with a Living Unit at the time of renting/leasing or at the time of sale. Landlords are responsible for obtaining security keys when Tenants move.
10. Both the upper and lower garage levels are provided with security gates that are controlled by remote control transmitters. The transmitters for the upper garage have a different code than those for the lower garage and are therefore not interchangeable.

11. Owners must realize that security gates are not 100% guaranteed to prevent vandalism. Therefore it is the responsibility of the individual Owners to keep their car windows closed, trunks locked, keys out of the locks, doors closed and locked. No items of any value should be left visible.
12. Garage spaces are deeded "exclusive use areas" and the insurance for these areas is the responsibility of the Owner. Loss or damage to property or automobiles parked in these deeded spaces is the liability of the Individual Owner.
13. For a visitor to gain entry to the building, they must first call from the front door intercom. Once you identify the person requesting entrance, simply press "9" for a few seconds and the door will unlock. Residents must go to the lobby to meet guests in the lobby.
14. If you are unsure of the person, please go to the lobby to see them or their identification before you determine it is safe to let them in.
15. Do not buzz in anyone you do not recognize.
16. In case an Owner or Resident forgets his/her fob and is locked out, they can call a neighbor on the intercom and ask to be "buzzed" in.
17. On entering or leaving the building, make sure that the security door is completely closed and latched.
18. Do not allow a stranger to "piggy back" into the building by following you through an open door.
19. NEVER prop a door open. All doors that lead into the building are to remain locked from the outside at all times. They are armed with an alarm that will sound if the door is open beyond a predetermined amount of time.
20. Look around and be alert. If you see someone you don't recognize, approach him or her in a professional manner and ask if you can assist them. Do not allow unknown persons to wander around the building.
21. If an Owner is having work done on his/her Living Unit, that Owner is responsible for requesting a fob for worker access to the building. The Owner must instruct workers on security protocol.
22. In case of an emergency when an Owner or Resident is away or on vacation, he/she should leave an emergency key to his/her Living Unit with a friend or neighbor so that the Living Unit can be entered without forcible entry. This information is included in the Emergency Data Questionnaire. (See page 39.)
23. In cases of emergency, when such keys are not available, the CC&Rs and Bylaws of the Association permit the Board of Directors or Property Management Company (as its agent) to forcibly enter such Living Unit and such entry is not deemed a trespass. Repair or replacement of forced locks is the Owner's expense and not an Association responsibility.

"Exclusive Use Common Area" or "Exclusive Use Area" means those portions of the common area set aside for the exclusive use of one or more, but fewer than all, of the Owners and which is appurtenant to a Unit or Units as shown on the Condominium Plan. The Exclusive Use Common Areas consist of parking areas, parking spaces and balconies.

FIRE REGULATIONS

24. In the event of fire within the building, it is the responsibility of the person who discovers the fire to take immediate action.
25. There is a fire extinguisher provided by the Association on each floor. It is located just north of the entry door to each of the 02 Living Units on the West hallways. To use, break the glass and remove the extinguisher. Operate the extinguisher by pressing the trigger and aiming the stream at the base of the fire.
26. There are also two (2) fire hoses on each floor. One is in the elevator landing and the other is adjacent to the trash chute. To open the valve, turn the large red wheel. These are installed for the fire department's use. They are extremely dangerous because of high water pressure, and caution should be exercised.
27. If occupants of the building need to be alerted, there are two (2) fire alarm boxes provided by the Association on each floor. These are the small red alarm boxes located under the "EXIT" sign on the north end of the Fifth Avenue (West) hallway and the other just opposite the elevator doors. This alarm merely sounds the "ALERT" in the building; it does not inform the city fire department.
28. To call the city fire department, use the nearest telephone and dial 911.
29. After calling the city fire department, go immediately to the main lobby to let the firefighters in through the security doors and direct them to the location of the fire.
30. There is a special "lock box" provided for the Fire Department by the Association. This box contains keys and fobs to all areas of the building except individual Living Units and storage areas. The box is located at the front entrance to the building on the north side of the outer doors.
31. Do not use the elevators in event of fire. Leave the building by the fire escape as shown on the emergency exit plan posted on each floor between the elevator doors. Check that other Residents on your floor are aware of the emergency and are leaving the building.
32. If the smoke detector located between the elevators on any floor is activated, the alarm will sound. Both elevators will immediately go to the first floor to be available to firefighters.
33. Each Living Unit is required to have a smoke detector in the bedroom hallway ceiling by the air conditioning/heating unit. It is the responsibility of each Owner/Tenant to regularly check this battery operated unit and to replace the battery if necessary. An intermittent clicking sound indicates that the batteries need to be replaced. This smoke detector is a Fire Marshall requirement.
34. The City Fire Marshall routinely inspects our building. We are cited for any violations of code and given a specific time limit to correct these violations. Failure to comply with these citations results in fines against the Association. Please cooperate with the Board of Directors and any new requirements from the Fire Marshall.
35. Elevator halls, front door alcoves, and other hallways are considered fire access areas and must not be blocked.
36. Fire escapes (stairwells) must be absolutely clear of all items; any storage is forbidden.

37. Storage Room access hallways are also considered fire access areas in case of combustion in this area of the building. The Fire Department allows only metal items (i.e., bicycles) in this area. However, these acceptable items must not in any way reduce access to individual storage lockers. All other items must be stored within the assigned storage locker.
38. No combustible or explosive materials may be stored on the property.
39. Extension cords and appliances must have 3-prong plugs. All electrical outlets provided by the Association on the property are grounded.

ELEVATORS

40. There are two elevators: the elevator on the south, or left, is referred to as Elevator #1. The elevator on the north, or right, is referred to as Elevator #2.
41. The elevator system at the Bellefontaine Condominium is serviced twice monthly by a contract with a licensed elevator company, the cost of which is part of the Annual Budget.
42. In case of fire or earthquake, **DO NOT USE THE ELEVATORS**. Use only the fire escapes as shown on the Emergency Exit Plan posted at the elevator doors on all-floors. Elevators must remain available for use by members of the Fire Department.
43. The elevators were "earthquake proofed" to the State of California requirements in 1981. If an elevator is moving during an earthquake, it will go immediately to the next floor. The doors will remain open on that floor. Leave the building by the nearest fire escape.
44. Should there be an emergency when you are in the elevator, press the "phone" button at the bottom of the control panel. The button will flash when the call is answered by the elevator's emergency service.
45. The elevator button labeled "CR" will access the 12th floor and the clubroom, gameroom and gym.
46. The elevator button labeled "DH" will hold the elevator door open for 60 seconds. This feature is useful when moving items in and out of the elevator.
47. During the moving-in and moving-out process, Owners or their Tenants are required to use the protective elevator pads. The pads are stored in the lower garage cabinet adjacent to the elevators. Any furniture and other heavy objects are to be brought into the building via the lower garage ramp located on Kalmia Street. Nothing is to be delivered through the main lobby. Remember that Elevator #2 has the most height for moving furniture and other items.
48. Owners with pets are obligated to keep all dogs/cats on leash while in elevators or in elevator lobbies.
49. Owners with pets are required to appropriately clean up after any pet accidents.
50. Absolutely no smoking is permitted in the elevators.
51. Simple operational problems or questions regarding elevator operation should be addressed to the Property Management Company.

MAIL

The United States Postal Service delivers mail daily except Sundays and holidays. First class mail is delivered to the upper lobby assigned mailboxes. The mailboxes are located in the upper lobby behind the louvered doors. Please remember to completely close these doors to the mail cabinet.

52. Keys to assigned mailboxes can be duplicated at key shops. Owners should retain a spare key in case duplication is required. Should all keys be lost, the Owner must go through the US Postal Service in order to replace the locking mechanisms.
53. In case of mailbox malfunction, report it to the Mail Carrier. Only the Mail Carrier will have a master key to all boxes.
54. If First Class mail cannot be placed in assigned boxes (i.e., small packages of checks, medicine, etc.) the Mail Carrier will attempt to deliver the item to your door.
55. Pick up your mail regularly. If you are going on a trip, ask a neighbor to check your mail or arrange for the Post Office to hold it during your absence. The Association is not responsible or liable for missing or stolen items.
56. Deliveries of small packages by the United Parcel Service, FedEx or other services are permitted to the main lobby. These delivery persons do not have access to residential floors.
57. Do not put 'junk mail' on the shelves beneath the mailboxes. Dispose of this paper in an appropriate trash container or the recycle bin.
58. Items such as large boxes, cartons, or furniture must be delivered through the lower garage. These are not to be delivered through the main lobby.

LIVING UNITS

- * **October 2008** – the HOA is in the process of conducting an overall review of the common areas and external aspects of the building. The goal is to develop an overall plan for internal operating systems as well as common area uniformity for the building. During the time that these plans are being developed, rules regarding common areas may not be enforced; however, Owners are advised not to make changes to these areas at this time as they will be required to conform to any newly-developed standards at their own expense.
59. Each Living Unit shall be used and occupied solely as a "single family residence" and for no other purpose. However, nothing shall be deemed to prevent partition of a co-tenancy in a Living Unit. (Ref: CC&Rs & Bylaws)
 60. Conducting a commercial business of any kind on the Property is strictly forbidden. (Ref: CC&Rs & Bylaws) The Bellefontaine Condominium is located in the San Diego Zoning Ordinance as "MR" or "multi-residential" and not for "commercial." Our insurance is based upon a "residential" definition.

61. * Each Owner has the exclusive right and obligation, at his/her own expense, to paint, repair, repaint, tile, wax, paper or otherwise refinish and redecorate the inner surfaces of the walls, ceilings, floors, windows, door and trim bounding his/her Living Unit (but excluding parking spaces) provided such alteration does not effect the Common Area, any other Living Unit or the structural portions of the building. Entrance doors to the individual Living Units must conform to standards set by the Board as to type, style and color of door, and must meet fire retardant standards as set by the City Fire Code.
62. Each Owner has the exclusive right to maintain, repair, paint, finish, alter, substitute, add or remove any fixture(s) attached to the interior surfaces of the ceilings, floors or walls of his Living Unit.
63. Each Owner shall have the obligation, at his own expense, to maintain and repair all pipes, ducts, flues, chutes, conduits, wires and systems supplying utility and/or convenience services to his/her Living Unit that are located in, under or upon the ceilings, floors or walls of his/her Living Unit. This does not permit any Owner to interfere with or damage the structural integrity of the building, other Living Units on the Property or interfere with the use or enjoyment of the Common Areas.
64. No noisy work is to be performed before 8:00 a.m. or after 5:00 p.m. on weekdays. (Standard working day.) Construction sounds, i.e., hammering or grinding, etc., travel through the concrete structure of the building and are often disturbing.
65. * Each Owner is responsible for his/her balcony area leakage due to watering plants, scrubbing floors, etc., and is liable for water damage to all other Living Units below his/her Living Unit.
66. Matches, cigarettes, cigars or other possible burning material must not be thrown from any balcony. Nothing is to be thrown or dropped from any balcony.
67. * All draped or shuttered windows shall have, facing the exterior, draperies, drapery lining or casements of a neutral color so as not to detract from the overall uniformity of the building. Solar film applied to windows or sliding glass doors must be either colorless or light-medium gray in color.
68. * No Owner shall permit laundry, towels or other items to hang on the balcony area, balcony railings or from the windows of his/her Living Unit.
69. * Screens, blinds or glass enclosures are not permitted on balcony area.
70. * Hanging plants, bird feeders, or other items on balconies must be so placed that they do not hang over the balcony railings
71. * Nothing may protrude beyond the balcony railing.
72. No Living Unit shall be used in such a manner as to interfere with the enjoyment of the occupants of other Living Units or annoy or offend them by unreasonable noise or other offensive or illegal activities within either Living Units or Common Areas.
73. Owners must not install stereos, speakers or TVs on or next to the structural concrete walls of their Living Units as the sound vibrations travel via the concrete structure to other Living Units. Please keep all noises at a moderate level in respect of neighbors.

74. While running disposals, sufficient cold water should be run before, during and after the grinding operation to assure that all refuse material completely clears the kitchen drains and condominium system. It is recommended that garbage disposals seldom, if ever, be used in order to prevent clogging the drain system and causing backups in Living Units. This is a problem common to all high-rise buildings.
75. Owners are responsible for removing all rubbish, trash and garbage from their Living Unit. These items must not be allowed to accumulate in or on the Common Areas.
76. Owners are responsible for pest control within their Living Units.
77. Owners are responsible for maintenance of smoke detectors within their individual Living Units. Detectors must be checked regularly to assure proper functioning.
78. * No visible storage of any nature is permitted on balconies, garages or other "exclusive use" areas.
79. * Owners are responsible for keeping the glass doors and windows on their balconies in good condition and repair. The condominium does not contract and pay for washing windows on either the Sixth Avenue (East) balconies or the windows on the Fifth Avenue (West) walkways. These windows are maintained and cleaned at Owner expense.
80. * No signs, advertisements or posters are permitted in or on the Property to public view from any Living Unit or Common area without prior consent of the Board as to size, shape, color or content. One "Open House" sign is acceptable during the hours of the event, only.
81. If the improvements in a Living Unit, or the appurtenances thereto, are not maintained in accordance with the requirements of the CC&Rs, Article II, Section 4-A, the Board of Directors of the Association shall have the right (after ten days previous notice to the Owner or occupant of the offending Living Unit) to enter upon the Living Unit to perform the required maintenance or repair. The expense of such maintenance or repair shall be an obligation of the Owner-of-Record of that Living Unit and shall be payable to the Board of Directors upon demand. Such entry upon a Living Unit, at reasonable times, by the Board of Directors or its agent(s) for the purpose of maintenance or repair shall not be deemed a trespass and the Owner or occupants shall be deemed to have given consent hereto.
82. No gas barbecue grills with pressurized tanks may be kept or used anywhere on the property. Smokeless electric barbecue units may be used.
83. Owners or their Tenants are encouraged to use "low suds" soap or detergents in the sinks and dishwashers. Never use more soap or detergent than recommended on the product containers.
84. No grease is to be discarded down kitchen drains. It must be collected in a disposable container, and when hardened, wrapped and discarded down the trash chutes.
85. Water turn-off valves at toilets, bathroom sinks and kitchen sinks should be checked regularly by Owners to prevent corrosion freezing.
86. With the exception of renting parking spaces to other Residents, no Owner may sell, assign, lease or convey any area to which he/she has the "exclusive right to use" separate from his/her Living Unit.
87. Owners must notify the Property Management Company when renting/leasing his/her Living Unit. Please supply names, contact information, and length of the rental/lease agreement.

88. When renting/leasing a Living Unit, it is the responsibility of the Owner of Record to provide Tenants with copies of the CC&Rs, Bylaws and Rules and Regulations of the Bellefontaine Condominium Owners Association. Copies are available from the Property Management Company.
89. No Living Unit shall be occupied or used for any purpose or in any manner that would cause it to be uninsurable against loss by fire or perils of an extended coverage endorsement or cause any policy or policies to be cancelled, suspended or the refusal of renewal.
90. For emergency situations, Owners should provide either the Board of Directors or the Management company with the names(s) of the person(s) and his/her telephone number(s), with whom emergency keys are to be left. You are strongly encouraged to leave an emergency key with someone in the building. This information is included in the Emergency Data Questionnaire. (See page 35.)

BALCONIES

- * **October 2008** – the HOA is in the process of conducting an overall review of the common areas and external aspects of the building. The goal is to develop an overall plan for internal operating systems as well as common area uniformity for the building. During the time that these plans are being developed, rules regarding common areas may not be enforced; however, Owners are advised not to make changes to these areas at this time as they will be required to conform to any newly-developed standards at their own expense.
91. * Balconies are considered “exclusive use” areas for each Living Unit. However, they play an integral part in the overall aesthetic value of the building.
 92. Each Owner is responsible for his/her balcony area leakage due to watering plants, scrubbing floors, etc., and is liable for water damage to all other Living Units below his/her Living Unit
 93. * Hanging plants, bird feeders, or other items on balconies must be so placed that they do not hang over the balcony railings.
 94. Nothing may protrude beyond the balcony railing. Nothing can be hung on the railing with the exception of holiday lights from Thanksgiving to New Years.
 95. No Unit Owner or Resident shall permit anything to fall from a window or balcony of the property. Do not sweep or throw from the balcony any dirt or other substance, including cigarette butts, water or cleaning solutions, onto any of the balconies or lawn of the building.
 96. * Clothes racks are prohibited on balconies. No clothing, towels, rugs, hammocks or swings may be hung on the balcony.
 97. Matches, cigarettes, cigars or other possible burning material must not be tossed from any balcony. Nothing is to be tossed from the balconies.
 98. Screens, blinds or glass enclosures are not permitted on balcony area.
 99. Only patio furnishings are to be placed on individual Living Unit balconies. Although these balconies are “exclusive use” areas, balconies can be seen from the street level and are not permitted to be used as storage areas.

100. Owners are responsible for keeping the windows on their balconies in good condition and repair. The condominium does not contract and pay for washing windows on either the Sixth Avenue (East) balconies or the windows on the Fifth Avenue (West) walkways. These windows are cleaned and maintained at Owner expense.
101. Gas grills and charcoal BBQs are *not allowed* on your balcony or anywhere else in the building. Smokeless electric grilling units may be used.
102. Pets are not to be left on balconies where barking will disturb other Owners.
103. Pet owners are responsible for maintaining their balconies and hallways in a sanitary condition.
104. * Satellite dishes designed to receive direct broadcast service for individual Living Units are allowed. The dish must be freestanding and not attached to the building. The dish can be up to one meter (39.37 inches) in diameter and must be placed in an "exclusive use" area. Owners are required to camouflage the satellite dish to the satisfaction of the Board.

PETS

105. The Covenants, Conditions and restrictions (CC&Rs), Article II, Section 3-C states:

"No Pet(s) or other animals shall be kept, maintained, or permitted anywhere in or on the Property except pursuant to regulations adopted by the Association; provided, however, that no more than two domesticated dog, cat or other commonly accepted household pet; or caged birds; or fish in a household aquarium may be kept and maintained in a Living Unit if the same are kept for non-commercial purposes, and the same shall not in the Board's opinion create an unreasonable annoyance or nuisance to the Owners. The same shall not be permitted in the Common Area except as allowed by the Rules and Regulations adopted by the Board. No other animals shall be kept, maintained or permitted on or in the Property without the express consent of the Board pursuant to the rules and regulations adopted by the Board."
106. Owners must complete the Pet Registration Form and submit it to the Management Company for all pets. (See page 41.)
107. No pets are allowed above the 11th Floor.
108. Pets must be on leash in all permissible Common areas; i.e. elevators, lobbies, hallways and garages.
109. Pets shall not be tethered or left unattended in the Common Area.
110. Pets are not to be left on balconies where barking will disturb other Owners.
111. Each Owner is responsible for immediate clean up after his/her own pet. This applies to elevators, lawns, and all Common Areas.
112. Owners are responsible for maintaining their balconies and hallways in a sanitary condition.
113. Pet owners are held responsible and liable for any personal or property damaged caused by their pet.

LAUNDRY ROOMS

Laundry rooms, containing a washer and dryer, are located on each residential floor and are for the exclusive use of Bellefontaine Residents and their short-term guests. Residents using these facilities should display an Owner's interest and provide good habits to ensure maximum service for everyone.

114. The laundry rooms are checked and cleaned weekly by maintenance personnel obtained through the Property Management Company. However, it is the responsibility of all Residents using the facilities on their residential floor to see that the machines and room are kept clean.
115. The Residents of each floor should work out an agreeable schedule among themselves. Generally, one Unit will use the laundry on Monday and Thursday, another Unit will use the laundry on Tuesday and Friday, and the other Unit will use the laundry on Wednesday and Saturday. Sunday is available to all Residents of the floor.
116. Residents, or their employees, should not use the laundry facilities on other residential floors. In the event of an emergency, you must get permission from a Resident of another floor to use their machines. No one is permitted to use the laundry facilities on more than one floor at a time.
117. Employees of Residents should be instructed by their employer on proper operation of the washers and dryers to protect them against damage.
118. Proper use includes amounts and types of detergents used. Please be conservative with the amount of detergent used in the washing machines. Excessive detergent causes suds to overflow onto the floors above and beneath your machine. Only "low suds" detergents are to be used in washing machines. Soaps are not recommended.
119. Employees are not permitted to use laundry facilities for their own personal laundry.
120. Residents, or their employees, are not permitted to use the laundry facilities for persons other than Residents or Resident's guests.
121. The machines do not satisfactorily handle large items such as bedspreads, drapes or comforters.
122. After using a washer, wipe it down thoroughly both inside and outside to prevent rusting. Remove any spilled detergent from the top of the agitator. Also remove any lint from the lint catcher on the agitator.
123. Leave the lid of the washer open to ensure that the interior dries.
124. After using the dryer, check to make sure that all articles of clothing are removed. Remove all lint collected in the lint filter and deposit this in the wastebasket provided. Make sure the dryer door is left open before leaving the laundry room.
125. Supplies left in the laundry room are left at your own risk. Nothing is to be stored in the laundry rooms.
126. Do not leave clothing, clothing racks, grocery carts or any other personal items in the adjoining storage room access-way or store anything else in the laundry rooms or elevator landings.
127. Before leaving the laundry room, please turn off the light.
128. Immediately report any malfunction of the washer or dryer to the Property Management Company.

OUTSIDE EMPLOYEES

129. Except for persons employed by Owners to do labor within individual Living Units, all other personnel employed to perform labor on the Property are contracted through Property Management and the Board of Directors. Owners, their Tenants or guests are not to disturb these contracted persons while performing their assigned tasks or to request them to perform additional personal tasks. Any questions or complaints regarding their performance are to be addressed to Property Management.
130. Residents, or their employees, should not use the laundry facilities on other residential floors and are not permitted to use the laundry facilities on more than one floor at a time.
131. Employees of Residents should be instructed by their employer about how to properly operate washers and dryers to protect them against damage.
132. Employees are not permitted to use laundry facilities for their personal laundry or for persons other than Residents or Resident's guests.
133. Employees must respect all security requirements of the building.

AIR-CONDITIONING / HEATING

134. Heating/air conditioning units located within each individual Living Unit are the responsibility of the individual Owners of the respective Living Units. Repairs to or replacement of these air-conditioning/heating units are the financial responsibility of the Owners and not the Association.
135. The building air conditioning unit is located on the roof and is maintained by the Association. Air-conditioning is available throughout the year and is run by the fan in individual Living Units.

COMMON AREAS

136. "Common Area," as shown in the Condominium Plan, includes such areas as lobbies, hallways, fire escapes, 12th Floor Club Rooms, garages (except for "exclusive use" deeded parking spaces,) driveways, trash chutes, and certain "off-limit" space. "Off-Limit" spaces include roofs, maintenance room, basement storeroom, booster pump area, central electrical system cage, and boiler/elevator control room.
137. "Common Area" also includes those structural and service details for which the Association bears the responsibility as shown on the Condominium Plan. This includes bearing walls, columns, floors, ceilings, roofs, foundations, elevator equipment and shafts, central heating/air conditioning system equipment, reservoirs, chutes, conduits, wires and other utility installations wherever located except the outlets thereof when located within a Living Unit.
138. Subject to the Covenants, Conditions and Restrictions (CC&Rs), Bylaws and the Rules and Regulations of the Bellefontaine Condominium Owners Association, each Owner-of-Record, his/her immediate family, guests or Tenant shall have the right to use and enjoy the Common Area except for those spaces classified as "OFF-LIMITS."

139. No Owner may sell, assign, lease or convey any Common Area to which he/she has the right of use separate from his/her Living Unit.
140. An Owner gives up his/her rights to use the Common Area and its facilities by renting or leasing his/her Living Unit to another person. The Tenant or Lessee then has the right of use and not the Owner. Rental or leasing agreements shall provide that the lease or rental is subject to all governing documents of the Association. The Owner shall at all times bear the primary responsibility for their Tenants' or Lessees' compliance with all the governing documents of the Association.
141. No person employed by an Owner, Renter, Lessee or Association shall have permission to use the Common Area or facilities for their own personal use.
142. No activity shall be conducted in any Common Area that shall be contrary to any rule or regulation of the Association or would obstruct, interfere, annoy or be offensive to any other Resident.
143. No Owner shall make any alteration or improvement to the Common Area or remove any furnishing or other object there from without the written permission of the Board of Directors of the Association.
144. No Owner shall store or construct anything in the Common Area without the prior written consent of the Board of Directors of the Association and proof of conformance to the San Diego Fire Code.
145. Each Owner shall be liable to the Association for any and all damage to the Common Area, common facilities (i.e., plumbing, air-conditioning, TV cable system, fire control system, etc.) or any improvement, including but not limited to building, recreational facilities or landscaping caused by such Owner, his/her guests, Tenants, licensees, invitees, or any other occupant of his/her Living Unit.
146. The Board of Directors of the Association has the right to dispose of, by sale or otherwise, any lawn or patio furniture, maintenance equipment or other beneficial interest personal property acquired by the Association.
147. Doors in all Common Areas must NEVER be "propped open" as it damages the door, violates building security, sets off alarms and violates City Fire Code.
148. Owners, or their Tenants, are responsible for notifying the management company of any burned out light(s) in their respective residential floor, garage or other Common Areas.
149. No yard sales, flea markets, or any commercial activity for profit may be conducted in a Living Unit or in any Common Area without the prior written approval of the Board.
150. The Board of Directors of the Association has the right to prosecute or defend any (i) action affecting or relating to the Common Area or beneficial interest personal property owned by the Association, (ii) action in which all Owners have an interest, (iii) or action in which Owners have a right to relief in respect to or arising out of any transgression alleged to exist.
151. The Common Area shall remain undivided and there shall be no judicial partition thereof.

GARAGE AREAS

Garage spaces are "exclusive use" areas deeded to individual Living Units. The deeded parking spaces are assigned to an Owner/Unit Number and are NOT to be used by any other person(s) without the permission of the Owner. If someone parks in another Owners' deeded parking space, it is the responsibility of the Owner, not the Board of Directors or Property Management, to inform the offending party that he/she must move.

Legally Deeded Parking Spaces

Upper Garage

		Booster Pump	402	401	602	503	301	203	202	201
		X	A-8	A-7	A-6	A-5	A-4	A-3	A-2	A-1
		Gate								
HOA	Stairs	X	402	701	901	1003	1102	903	1002	403
	Trash	A-9	A-10	A-11	A-12	A-13	A-14	A-15	A-16	A-17

Lower Garage

801	303	703	702	803	603	802	601	302	502	501
B-11	B-10	B-9	B-8	B-7	B-6	B-5	B-4	B-3	B-2	B-1
										Gate
HOA	Stairs	901	902	903	1001	1002	1003	1101	1102	1103
B-12	Storage	B-13	B-14	B-15	B-16	B-17	B-18	B-19	B-20	B-21

152. All resident vehicles must be registered with the Management Company. Information required includes vehicle make, model, color, year, and license plate number. These cars will be issued an identifying sticker which must be displayed in the lower left hand corner of the front windshield. (See page 43.)
153. Any guest cars, rental cars, employee cars or other vehicles must display identifying information on the front dash explaining their presence in either garage. "Visitor Cards" for this purpose are available from the management company; other identifying methods are acceptable.
154. Every car in the garage must display either a resident sticker or a visitor explanation. Any car without either is subject to immediate towing.

155. Any individual parking space may be made available for rent by the Owner. However, the space must be rented to a Resident of the Bellefontaine.
156. There is no designated guest or visitor parking.
157. Owners must inform guests using their parking space(s) of the requirements of the Association. Since parking spaces are deeded "exclusive use," the Owners insurance must cover any claims filed by the Owner, guests or Tenants.
158. In the Upper Garage area, the parking space adjacent to the trash chute doors must be left empty for access to the trash dumpster by the Waste Management company. Failure to comply causes our dumpster not to be emptied by the trash collection company. Cars illegally parked here are subject to tow-away at the Owner's expense.
159. Garage parking spaces are to be used for vehicular parking only. Residents are encouraged to pull to the front of their parking space to allow neighbors ample space to enter and exit their parking space.
160. No washing or polishing of cars is permitted and no automotive overhaul or maintenance work (except for emergency) is permitted in parking spaces or on inner or outer driveways.
161. No work involving the use of motor power equipment or any work causing excessive noise shall be permitted or undertaken in parking spaces or driveways.
162. No two-wheel trailers, work trailers, camper bodies, boats or similar items are permitted on the property.
163. Tandem parking, or double parking, is not permitted, as cars will protrude into the common access area. These common areas are considered FIRE access areas.
164. Parking in driveways is not allowed as it handicaps other Owners entering or leaving the garage area. Driveways constitute a "Fire Access" in case of fire.
165. Garage litter must be deposited in the trash containers provided. However, these trashcans are not for pet waste. Litter must not be allowed to accumulate in the parking spaces and the Owners are responsible for keeping their own areas clean and clear.
166. Owners are responsible for oil or grease deposits on the floor of their parking space(s).
167. Propping open of pedestrian door adjacent to garage security gates is strictly forbidden.
168. Residents are warned not to leave car doors unlocked or trunks open. Visible articles should always be locked in trunks.
169. No combustible or explosive type material is to be stored in the garage area or in garage storage lockers.
170. Garage areas and driveways are not to be used by children as play areas.
171. Owners are responsible for notifying the Property Management Company when overhead lighting is not functioning or security gates are malfunctioning.

172. When remote control transmitters to garage security gates are lost, the Owner must report the loss immediately to the Property Management Company as it may be necessary to reset the code to maintain security. Replacement of lost controls is an Owner's expense.
173. Additional garage door openers can be purchased from the Management Company.
174. The transmitters for the upper garage have a different code than those for the lower garage and are therefore not interchangeable.
175. For the convenience of Residents, the HOA has provided a cart in each garage. After use, please return it to the garage immediately for use by others.
176. With the exception of uncovered bicycles (maximum two) and one collapsible utility cart, nothing is to be stored in parking spaces. Any other items are subject to Board approval, but must not allow the vehicle to protrude into the common access area.
177. **DISCLAIMER OF LIABILITY REGARDING GARAGE GATES AND PARKING SPACES:** Please note that the garage gates remain open for a maximum of twelve seconds. It is the Resident's responsibility to clear the gate within the time allotted. The Board cannot increase the time without also increasing the chances of a trespasser entering the garage while the gate is open.
178. Sensors, which are intended to keep the gate open, may not work for high chassis vehicles such as vans and sport vehicles. The metal sensors are a back-up system and may not work at all for some vehicles.
179. High-chassis vehicles may have difficulty passing under the automatic gates. Use caution and proceed slowly.
180. It is the Resident's responsibility to ensure that the length and height of their vehicle allow adequate clearance under the gate and that their vehicle conforms to the dimensions of its parking space. A vehicle that extends past its space creates a hazard to other vehicles and is in violation of the CC&R's.
181. The Association has no responsibility for damage caused to any vehicles due to Owner or driver negligence. Furthermore, the Association disclaims all responsibility for the gate descending upon a vehicle unless it can be demonstrated that the primary mechanism has failed.

12TH FLOOR ROOMS AND WEST DECKS

182. The 12th floor clubroom is locked and available by reservation only. The middle gameroom and the gym are available to all Residents. Every Resident is issued a Medeco key to open these doors.
183. The 12th Floor Clubroom is available to be used for events of a social or personal nature. The Resident reserving the area must be present during the period of the reservation. Non-resident Owners or their guests may not use the facilities without a Resident Owner or Tenant in attendance.
184. Reserving the clubroom includes the Game Room, serving area, tables, chairs, etc. The gym area is NOT included except for the use of the bathroom facilities.
185. The gym is available to Residents and their guests only. Entrance is obtained with the gym key.

186. The 12th floor west deck also has patio furniture for use by Residents and guests.
187. You cannot borrow any clubroom furnishings at any time.
188. Children are not permitted to use any of the facilities on the 12th floor without an adult Owner/Resident present.
189. No pets are allowed on the 12th floor.
190. No music systems are permitted to be played loudly in the clubrooms or on the clubroom balconies. Please be aware of noise levels in consideration of other Residents.
191. No electrical appliances are permitted to be used on the 12th floor that do not have "grounded device plugs" that are acceptable to the City Fire Code.
192. Owners are not permitted to leave or store any items of any nature in the clubroom areas or in the 12th floor gym, hallways, balconies or decks.
193. Throwing any items from the 12th floor hallway or balconies is absolutely prohibited.
194. All meetings or parties in the clubrooms are to be ended before 11:00 p.m. Events lasting beyond 11:00 pm require prior approval of the Board.
195. All trash and other debris must be secured in small plastic containers (sacks and trash bags) before dropping down the trash chute to avoid plugging the chute. Boxes must be broken down and hand-carried to the Upper Garage level and placed inside the trash dumpster.
196. After using the clubroom, gameroom, or gym area, Owners are responsible for cleaning up, turning off the air conditioning/heating system, closing all doors and turning off all the room lights. The refrigerator remains turned on.
197. According to the Bylaws of the Association, the right to reserve or use the Club Rooms or recreational facilities is suspended for any Owner or Tenant during the period of time for which his/her assessment is unpaid or for a period of time, not to exceed 30 days, for any infraction of the governing documents of the Association. Action will be taken after a hearing before the Board of Directors and issuance of a written notice.

GYM AREA

198. The Gym area is not included in the reservation of the Clubroom. It is accessed with a Medeco key that has been issued to all Owners. This key will also open the middle gameroom on the 12th floor.
199. Owners/Tenants are responsible for reporting to the Property Management any damage to exercise equipment.
200. Exercise equipment in the gym is for the exclusive use of adult Residents or their adult guests. This equipment is not to be used unless an adult Resident is present and under no condition is any child under 13 years of age allowed to use it.

201. All persons using gym equipment are urged to exercise the greatest caution and safety procedures to prevent injuries.
202. Residents cannot leave personal exercise equipment in the gym without the express approval of the Board of Directors. It is understood that the rule governing storage of personal items in a Common Area beyond a 72-hour period in effect reduces the item to "beneficial interest personal property." This means it becomes Association property and may be sold or disposed of at the discretion of the Board.
203. Owners and Residents using the gym area are responsible for turning off all lights when leaving the area.

12TH FLOOR CLUB ROOM RESERVATIONS

204. To reserve the room, call Al Simonelli at Hilltop Community Executives at 619-295-8711 to be included on the master calendar. The room is scheduled on a first-request basis. For more information, see page 33.
205. Room reservations require a \$300 deposit to be made by the Owner of the Unit.
206. The room and inventory will be inspected before and after each use for the protection of the room and all homeowners. Any damage to furnishings or equipment during a reservation period is the liability of the person making the reservation.
207. Do not move furniture in the clubroom.
208. Smoking is not permitted inside the clubroom.
209. Pets are not permitted on the 12th floor.
210. Signs to promote your function are not allowed on the front lawn or on the outside of the building.
211. All meetings or parties in the clubrooms are to be ended before 11:00 p.m. Events lasting beyond 11:00 pm require prior approval of the Board.
212. When your guests arrive, they can use the intercom to call the Clubroom at *040. You can then buzz them into the lobby where you can meet them to go to the Clubroom.
213. After each use, vacuum the room, if necessary, and clean the glass tabletops.
214. Turn off the air-conditioning/heating and lights, plus check and lock all four doors in the clubroom and middle gameroom. Please leave the sliding glass doors slightly ajar to provide ventilation.

MOVE-IN AND MOVE-OUT PROCEDURES AND FEES

215. A fee of \$200 is charged for every move in or out of the building. This fee is to provide building security and to cover damage to the elevators or Common Areas during the move. Any damages beyond \$200 will be charged to the Owner of the Unit.
216. When a new owner purchases a Unit, the move-in fee will be included the escrow fee.
217. If an owner rents their unit, a \$200 fee will be added to their monthly statement for each move in and move out. It is the owner's discretion to recoup the charges from tenants in deposits or fees. It is not the business of the Board or Property Management.

PRIOR TO MOVE

218. Prior to a move, Property Management must be notified. Moves can be scheduled for any day except Sunday and require scheduling of a guard.
219. A phone number and last name should be given to Property Management to program front door access.
220. Instruction should be obtained from Property Management or the Board of Directors concerning operation of the Lower Garage Security Gate during the move operation.

ROLE OF THE GUARD

221. The guard is required to maintain the security of the building. The guard will ensure the following:
222. Elevator pads are in place.
223. Driveways are patrolled.
224. Common areas are cleaned by the Resident at the end of the move.

ON MOVING DAY

225. Use only the lower garage access to the building for moving items in or out of the building. Do not move items through the main lobby.
226. Do not block the driveway to the Lower Garage. Other Owners who park in this area must be able to come and go without trouble.
227. Use only one elevator so as not to restrict other Owners/Tenants passage to and from their Living Units. The North elevator, Elevator #2, has the maximum height.
228. Use elevator protective pads to protect the elevator walls. The elevator protective pads are stored in the lower lobby in the cabinet adjacent to the elevators. They must be installed prior to moving household items into the building
229. Do not block the elevator halls or passages to Living Units on the residential floors.

AT THE END OF A MOVE

230. Return the elevator protective pads to the cabinet adjacent to the elevators in the lower lobby.
231. Immediately report any damage incurred during the move operation to Property Management.

LEASING YOUR UNIT

232. Owners must notify the Property Management Company when renting/leasing his/her Living Unit. Please supply names, contact information, and length of the rental/lease agreement.
233. An Owner gives up his/her rights to use the Common Area and its facilities by renting or leasing his/her Living Unit to another person. The Tenant or Lessee then has the right of use and not the Owner. Rental or leasing agreements shall provide that the lease or rental is subject to all governing documents of the Association. The Owner shall at all times bear the primary responsibility for their Tenants' or Lessees' compliance with all the governing documents of the Association.
234. No Owner may sell, assign, lease or convey any Common Area to which he/she has the right of use separate from his/her Living Unit.
235. Owners should receive copies of the Covenants, Conditions and Restrictions (CC&Rs), Bylaws and these Rules and Regulations of the Bellefontaine Condominium Owners Association at the time of purchase of a Living Unit. It is the legal obligation of all Owners who may rent or lease their Living Units to supply copies of these documents to their Tenants. Such Tenants are advised that they also are bound by these documents the same as Owners. Copies are available from the Property Management Company.
236. Building keys and fobs are transferred with a Living Unit at the time of renting/leasing or at the time of sale. Landlords are responsible for obtaining security keys and fobs when Tenants move.
237. Both the upper and lower garage levels are provided with security gates that are controlled by remote control transmitters. The transmitters for the upper garage have a different code than those for the lower garage and are therefore not interchangeable. Landlords are responsible for transferring garage door remote controls to their Tenant.
238. The door to the common storage hallway on each residential floor is secured with an SDG&E-approved non-reproducible key. Only one key has been issued to each Living Unit; it must be transferred from Renters back to Owners as well as from sellers to homebuyers.
239. It is the responsibility of the Owner-of-Record renting/leasing his/her Living Unit to provide their present or future Tenant(s) with a copy of these guidelines. Owners selling a Unit should give a copy to the Buyer.

REMODELING WITHIN YOUR UNIT

240. Owners must receive the approval of the Board for any remodeling as indicated in Bylaw 2.6.2. (See page 30.) Owners must notify the Management of any constructions/remodel that will extend beyond five days. This information is only to answer questions of other residents and to be aware of scheduling conflicts. Please notify Al Simonelli at Hilltop Community Executives at 619-295-8711.
241. All deliveries of building materials, furniture, and appliances must be made through the lower garage. ***Under no circumstances are items loaded on dollies to be brought up the slate steps of the front entrance.***
242. Note that the #2 elevator (north) is the taller elevator

243. Elevator must have pads utilized during deliveries and removal of debris. Elevator pads are to be removed and returned to the cabinet in the lower garage at the end of each workday.
244. The lower garage gate by be locked open only if someone is in attendance to maintain security.
245. Adhesive protective plastic must be applied to carpeted floors in outdoor corridors for any projects that involve drywall, tile work, or demolition, or for projects that extend beyond five days.
246. If water must be shut off to perform plumbing work, notice must be given to the Management Company. All residents of that tower need at least 48 hours notice of the time they will be without water. A **management-approved plumber** must shut off the water.
247. Any new plumbing configurations must receive prior approval from the Board
248. If your unit does not have bathroom facilities for your workers, they can use the facilities on the 12th floor. Workers are not allowed in the clubroom, gameroom or gym.
249. Please make arrangements for your workers to park on the street or in your assigned parking space(s) with proper vehicle identification. Their vehicles must not block access to the building for residents or other vendors.
250. Additional fobs are available from Hilltop Community Executives. Additional garage door openers can also be purchased from Hilltop. The transmitters for the upper garage have a different code than those for the lower garage and are therefore not interchangeable.
251. Please keep track of who has received building access fobs and garage openers to maintain the security of the building. You must retrieve these items at the completion of your projects.
252. Your contractor is responsible for disposal of all construction trash. Such items as demolition debris, drywall, flooring, old appliances, etc., are never to be thrown down the trash chute or placed in the dumpster. Please break down any cardboard boxes before placing them in the recycling bin. The Waste Management Company does NOT remove items placed in the alcove to the right of the dumpster.
253. Outdoor corridors, elevator floors and other common areas where work took place are to be cleaned at the end of each workday.
254. Noisy work must be completed between the hours or 8:00 a.m. and 5:00 p.m. Monday through Friday.
255. You must use electricity from within your Unit. Do not use electricity for the common areas.

STORAGE

256. Storage Rooms with assigned storage lockers are located on each residential floor in the elevator hall area adjacent to the laundry room. An additional storage locker is provided most Owners in his/her "exclusive use" deeded parking space.
257. Each individual Owner should secure these assigned storage spaces. Owners and their Tenants are advised that the Association is not liable for anything lost, stolen or damaged that has been stored in these assigned spaces.

258. The door to the common storage hallway on each residential floor is secured with an SDG&E-approved non-reproducible key. Only one key has been issued to each Living Unit: it must be transferred from Renters back to Owners as well as from sellers to homebuyers.
259. Only patio furnishings are to be placed on individual Living Unit balconies. Although these balconies are "exclusive use" areas, balconies can be seen from the street level and are not permitted to be used as storage areas.
260. Owners, or their Tenants, do not have permission to place any type of personal property in any Common Area (i.e., lobbies, elevators, hallways, trash chute entry, fire escapes, laundry rooms or the entire 12th floor area.)
261. Owners, or their Tenants, are not permitted to store any combustible item or anything that would interfere with exit or entrance in the hallways or entrance to the storage spaces and all items must be stored within the provided storage locker in either assigned (deeded) garage space or in the storage locker provided on each residential floor.

TRASH DISPOSAL

The Waste Management Company is contracted to empty the condominium dumpster three times each week. The dumpster is located behind the double doors at the northwest end of the upper garage.

The Bellefontaine began a recycling program in 2001. Located in the upper garage near the dumpster is a special dumpster for recycling glass, paper, tin, aluminum, plastic and plastic grocery bags. You do not have to separate any of these items.

262. The trash chute is located on the north end of the Fifth Avenue (West) hallways on each residential floor as well as on the 12th Floor.
263. As a courtesy to your neighbors, please do not throw trash down the trash chute before 7:00 a.m. or after 10:00 p.m.
264. No parking is permitted in the parking space adjacent to the trash chute door since it prohibits the trash collectors gaining accessibility to the dumpster. If there is no access to the dumpster, the Waste Management Company will not pick up our trash until the following collection day. Do not store any item in the trash chute entry on any floor.
265. Loose trash and garbage is prohibited as it clings to the chute walls and attracts bugs. All trash and garbage must be contained in secured plastic trash bags. Bags must be of a reasonable size to prevent chute blockage.
266. Only small boxes and bags are to be placed in the trash chute to avoid becoming lodged and causing blockage. This is especially an issue at the holiday season.
267. Large containers, boxes, Christmas trees, long items, etc. must be hand carried to the Upper Garage level and deposited INSIDE the dumpster. Boxes should be broken down before being placed in the dumpster or recycling bin.

268. Please do not stack trash, recycling items or empty boxes in the alcove to the right of the dumpster or beside the recycling bin. The Waste Management Company will NOT clear away these items.
269. Owners of pets must securely contain any and all litter inside plastic bags before putting it down the trash chute. These bags must be securely tied to prevent spillage while traveling down the chute.
270. Do not put animal waste in the small trashcans in the garages.
271. No flammable or combustible materials are to be put down the trash chute.
272. During construction, your contractor or worker is responsible for disposal of all construction trash. Items such as demolition debris, drywall, old appliances, etc., are never to be thrown down the trash chute or placed in the dumpster. Owners are responsible to make other arrangements for disposal of these items.

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AMMENDMENT TO THE CC&R'S: REMODELING 2.6.2

6-10-2004

To all Escrow and Financial Institutions:

Please notify the prospective Buyer of the following Bylaw regarding remodeling.

AMMENDMENT: Modifications to any Unit that are not purely decorative, including, but not limited to, floor coverings, soffits, plumbing, electrical wiring and any other changes that may affect other Units in the Building or the structural integrity of the Building itself require written approval of the Board. It is up to the new Owner to make arrangements to meet with the Board, or its agent, before beginning such work, and to bring expert witnesses as necessary to satisfy the Board that the work meets all requirements.

Failure to comply with this amendment may result in fines up to \$5,000.00 and the requirement that such changes be reversed.

The Bellefontaine Board of Directors

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BELLEFONTAINE CONDOMINIUM OWNERS ASSN. INC.

C/O HILLTOP COMMUNITY EXECUTIVES

P. O. Box 34398-682

SAN DIEGO, CA 92163-4398

CHANGES REQUIRING PRIOR APPROVAL:

Modifications to floor coverings within Units, which have the potential to increase noise within the Common Area or other Units, shall require prior Board approval. Specifically, the installation of any hard-floor surfaces, tile, wood, or other floor covering must have prior approval of the Board or architectural committee. The Board or architectural committee review shall be limited to a review of the potential sound transfer between Units. Plans which, in the sole discretion of the Board or committee, do not adequately mitigate sound transfer shall be denied. In deciding upon floor coverings, owners shall take all reasonable measures to choose floor coverings that mitigate sound transfer between Units. The Board shall have the right to order and Owner who has not complied with this rule to remove and replace any floor covering which does not adequately mitigate sound transfer.

The Association guidelines for all changes of floor surfaces will be based on:

FSTC-Field Sound Transmission Class ratings of 54 and above; and

NNIC-Normalized Noise Isolation Class ratings of 56 and above.

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Bellefontaine - Procedures for Remodeling

1. Owners must receive the approval of the Board for any remodeling as indicated in Bylaw 2.6.2. Owners must notify the Management of any constructions/remodel that will extend beyond five days. This information is only to answer questions of other residents and to be aware of scheduling conflicts. Please notify Al Simonelli at Hilltop Community Executives at 619-295-8711.
2. All deliveries of building materials, furniture, and appliances must be made through the lower garage. ***Under no circumstances are items loaded on dollies to be brought up the slate steps of the front entrance.***
3. Note that the #2 elevator (north) is the taller elevator
4. Elevator must have pads utilized during deliveries and removal of debris. Elevator pads are to be removed and returned to the cabinet in the lower garage at the end of each workday.
5. The lower garage gate must be locked open only if someone is in attendance to maintain security.
6. Adhesive protective plastic must be applied to carpeted floors in outdoor corridors for any projects that involve drywall, tile work, or demolition, or for projects that extend beyond five days.
7. If water must be shut off to perform plumbing work, notice must be given to the Management Company. All residents of that tower need at least 48 hours notice of the time they will be without water. ***A management-approved plumber*** must shut off the water.
8. Any new plumbing configurations must receive prior approval from the Board
9. If your unit does not have bathroom facilities for your workers, they can use the facilities on the 12th floor. Workers are not allowed in the clubroom, gameroom or gym.
10. Please make arrangements for your workers to park on the street or in your assigned parking space(s) with proper vehicle identification. Their vehicles must not block access to the building for residents or other vendors.
11. Additional fobs are available from Hilltop Community Executives. Additional garage door openers can also be purchased from Hilltop. The transmitters for the upper garage have a different code than those for the lower garage and are therefore not interchangeable.
12. Please keep track of who has received building access fobs and garage openers to maintain the security of the building. You must retrieve these items at the completion of your projects.
13. Your contractor is responsible for disposal of all construction trash. Such items as demolition debris, drywall, flooring, old appliances, etc., are never to be thrown down the trash chute or placed in the dumpster. Please break down any cardboard boxes before placing them in the recycling bin. The Waste Management Company does NOT remove items placed in the alcove to the right of the dumpster.
14. Outdoor corridors, elevator floors and other common areas where work took place are to be cleaned at the end of each workday.
15. Noisy work must be completed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
16. You must use electricity from within your Unit. Do not use electricity for the common areas.

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Bellefontaine – 12th Floor Clubroom Regulations

1. To reserve the room, call Al Simonelli at Hilltop Community Executives at 619-295-8711 to be included on the master calendar. The room is scheduled on a first-request basis.
2. Room reservations require a \$300 deposit to be made by the Owner of the Unit.
3. The room and inventory will be inspected before and after each use for the protection of the room and all homeowners. Any damage to furnishings or equipment during a reservation period is the liability of the person making the reservation.
4. Do not move furniture in the clubroom.
5. Smoking is not permitted inside the clubroom.
6. Pets are not permitted on the 12th floor.
7. Signs to promote your function are not allowed on the front lawn or on the outside of the building.
8. All meetings or parties in the clubrooms are to be ended before 11:00 p.m. Events lasting beyond 11:00 pm require prior approval of the Board.
9. When your guests arrive, they can use the intercom to call the Clubroom at *040. You can then buzz them into the lobby where you can meet them to go to the Clubroom.
10. After each use, vacuum the room, if necessary, and clean the glass tabletops.
11. Turn off the air-conditioning/heating and lights, plus check and lock all four doors in the clubroom and middle gameroom. Please leave the sliding glass doors slightly ajar to provide ventilation.

Homeowner _____ Unit _____

Date _____

12th Floor Clubroom Inventory

Furniture

- 3 gold couches
- 2 plum love seats
- 2 plum chairs
- 1 concrete bench with cushion
- 1 glass table on pedestal base between pillars
- 1 glass dining room table on pedestal
- 6 dining room side chairs
- 2 dining room arm chairs
- 4 bar stools
- 1 large coffee table
- 1 small coffee table
- 2 end tables
- 2 sofa tables

Accessories

- 4 plum throw pillows
- 6 gold throw pillows
- 8 accent throw pillows
- 2 lamps with shades
- 1 tapestry runner on dining table
- 1 candle holder with candles on dining table
- 1 large iron candle holder with candle on sofa tables

Plants

- 1 large palm tree in large plum china bowl
- 2 large ficus trees, each in a large plum china bowl
- 1 large plum china bowl with plants on coffee table

EMERGENCY DATA QUESTIONNAIRE

Hilltop Community Executives believes that it is essential that we be able to contact owners and residents in the event of fire, broken water lines, or other disaster. For this purpose, we keep personal data on all owners and occupants in your community association. Hilltop will use this information with care; especially unlisted telephone numbers. No name or number will be released unless it is clearly proper to do so. Thank you.

OWNER INFORMATION:

Name(s) _____

Address _____

Residence Phone Number _____

Is it OK to include your residence telephone number in a directory for owners and residents? YES or NO

Work Phone Number _____

Email address _____

Emergency Contact information or cell phone number (who we can call in an emergency if we cannot get in touch with you; please include phone number): _____

OCCUPANCY (please check one):

Owner occupied Rental

Family member occupied Used as a 2nd home

RESIDENT INFORMATION (if not the same as owner information)

Name(s) _____

Residence Phone Number _____

Is it OK to include your residence telephone number in a directory for owners and residents? YES or NO

Work Phone Number _____

Email address _____

ALTERNATIVE KEY LOCATION (optional):

Does anyone (friend, neighbor, or relative have a key to your unit other than the owners and occupants?)

Signed _____ Date _____

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BELLEFONTAINE CONDOMINIUM OWNERS ASSN. INC.
C/O HILLTOP COMMUNITY EXECUTIVES
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PET REGISTRATION FORM

Type of Pet (dog, cat, etc.) _____ Pet Name _____

Description of PET (breed, color, approximate size, weight, etc.) _____

License No. (where required by law): _____

Pet Owner Name _____ Unit Number _____

PET RESTRICTIONS are found in the Declarations (CC&Rs) in Section 2.3.6. Pets are generally limited to two commonly accepted household pets so long as there is no unreasonable annoyance or nuisance to the other residents.

Animals are not permitted in the Common Area except as specifically permitted by Rules adopted by the Board. Pets must be on a leash while anywhere in the common area including but not limited to west facing walkways, laundry rooms, elevators and garages

All pets must be registered with the Association via the Management Company using this form.

As the Owner of the above referenced Unit and as a member of the Bellefontaine Condominium Owners Association, located at 2400 6th Avenue, San Diego, California, I agree to abide by the Association's DECLARATIONS and RULES regarding PETS. If non-owners occupy the Unit, I have ensured that the Residents have also agreed to abide by these DECLARATIONS and RULES by incorporating these DECLARATIONS and RULES into the Rental Agreement of the Unit.

Unit Owner's Signature _____ *Date* _____

Pet Registration form as approved by the Board on 04/27/00

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682 - _____
Assn # - _____ Unit # _____

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VEHICLE REGISTRATION FORM

All resident vehicles must be registered with the Management Company. These cars will be issued an identifying sticker which must be displayed in the lower left hand corner of the front windshield.

Resident Name _____ Unit # _____

Vehicle #1	_____	_____	_____
	Make	Model	Year
	_____	_____	_____
	Color	License Plate Number	Parking Space

Vehicle #2	_____	_____	_____
	Make	Model	Year
	_____	_____	_____
	Color	License Plate Number	Parking Space

Every car in the garage must display either a resident sticker or a visitor explanation. Any car without either is subject to immediate towing.

Unit Owner's Signature _____ Date _____