



Rules and Regulations

Adopted by the Board of Directors on September 27, 2002
in accordance with the authority granted in the CC&R's

Revised June 29, 2023

(Supersedes all previous Rules and Regulations)

TABLE OF CONTENTS

ARCHITECTURAL REVISION	1
Living Units.....	1
Patio and Deck Surfaces	1
Patio/Balcony/Entry Areas	2
Architectural Policy	3
Flooring.....	4
Windows.....	4
Electric Vehicle Charging Stations	5
Landscape Policy	6
Skylight Installations	6
Noxious Odors.....	6
Doorbells	7
FINE SCHEDULE	7
FITNESS AND LEISURE SERVICES	8
Fitness Center	8
Pool and Spa.....	8
FOOD SERVICES	9
Alcoholic Beverages	9
Cell Phones	9
Dining Room Meals	9
Dining Room Dress Code.....	10
Meal Credits and Charges	11
Meal Credit Guidelines.....	11
Removal of Food From the Dining Room.....	12
Mobility Aids (Scooters, Walkers and canes) Dining Room Parking.....	13
TRANSPORTATION/VEHICLES	13
Parking - Automobiles	13
Parking – Rental of Carport Space	14
Transportation	14
Vehicle Maintenance	15
GENERAL	15
Common Area Dress Code.....	15
Common Area Entry Alcove	15
Holiday Decorations	15
Signs	15
Bulletin Boards	16
Communication – Resident to Resident.....	16
Solicitation	16
Guests.....	16
Parties	16
Resident Conduct.....	16
Pets/Animals	16
US Flag Regulations.....	17
Storage.....	18
Housekeeping	18
No-Lift-Policy.....	18
Private Duty Personnel Registration	18
Vacant Units.....	18
Pull Cord System.....	19
Rules and Regulations for the Putting Green	20

ARCHITECTURAL REVISION

Architectural changes or modifications are subject to approval by the Board of Directors or its agent, the Executive Director. Owners wishing consideration may contact the Board of Directors in writing.

Individuals may not alter common areas, including buildings, landscape, equipment, furniture placement or décor without prior authorization. Patio/balcony decks are “exclusive use” common areas, and no alterations or additions to the deck, (floor), or the paint are to be made without authorization from the Board of Directors.

LIVING UNITS

Each owner shall have the right to improve only the interior surfaces of the walls, ceilings, floors and interior doors of individual living units as shown on the Condominium Plan. No owner shall have the right to make structural modifications to the walls, ceilings or floors without prior written approval of the Board of Directors or its agent.

1. No unit shall be improved beyond the surface of the interior walls.
2. Owners shall have sixty (60) days after close of escrow in which to install draperies, blinds, shades, curtains, etcetera of their choice. Windows must be covered with drapes, shades, blinds, curtains or shutters in a color compatible with the color scheme of the community structures.
3. Stained glass window panels and non-conforming window tints are not to be installed in place of or attached to windowpanes. No window tints may be installed without prior written approval of the Board of Directors or its agent.
4. Unit windows shall not be covered with opaque foils, sheets, cardboard or papers of any kind.
5. No waterbeds or other water furniture is permitted in any living unit without the prior written authorization of the Board of Directors or its agent.
6. Floor surfaces which may damage the structural integrity of the buildings by their weight, texture, manner of application or other characteristics are not permitted.
7. Balconies, patios and parking spaces designated for an owners exclusive use shall be kept in an organized and clean condition.
8. Exterior doors are maintained by the association and may not be painted, varnished or altered by individual unit owners.

PATIO AND DECK SURFACES

1. All modifications must be approved, in writing, in advance.

2. Deck surfaces may be changed from the original topcoat color to alternate topcoat colors. Approved topcoats and colors must be used with work performed by authorized service providers.
3. Resin deck surfaces, compatible with original surfaces may be added, with prior authorization, of product and service provided, in accordance with the Governing Documents. Style and color must be approved, in writing, in advance.
4. Carpet and other materials, may not be adhered to deck or patio surfaces without prior written authorization.
5. Deck surfaces currently carpeted may remain carpeted. However, deck surfaces must be returned to original condition, at the owner's expense, prior to property transfer, subject to provisions of number 2, above.
6. Patio surfaces may be modified by application of carpet, epoxy paint, resin surfaces, tile, stone, or brick flooring. As with deck surfaces, any modifications must be approved, in advance, by the Board or Architectural Committee. Only patio surfaces modified with permanent tile, stone, or brick flooring professionally installed by appropriately qualified individuals will not be required to be returned to its original condition upon sale of unit. All other types of surfaces applied to patios, including paint and carpeting, must be returned to its original condition upon sale of unit.
7. Individual owners are responsible for ongoing maintenance and must maintain modified deck and patio surfaces in good condition.

General: Deck means any exterior area or balcony attached to any second or third floor unit for that unit's exclusive use. Patio means any concrete exterior area attached to any first floor unit for that unit's exclusive use. Patios are only on first floor units, all others are considered decks.

PATIO/BALCONY/ENTRY AREAS

1. Each unit owner shall have the right to place patio type furniture and potted plants upon the patio/balcony areas. Furniture which is not specifically outdoor lawn, patio or garden type is prohibited.
2. Patios/balconies may not be enclosed.
3. No exterior patio/balcony shades, coverings, blinds, lattice, dividers, railings or partitions may be installed without the prior written approval of the Board of Directors or its agent.
4. Potted plants placed on patios/balconies shall have saucers to protect the underlying surfaces from staining and damage. No potted plants/trees may be placed on patios/balconies which exceed the loading capacity of the structure.
5. No potted plants, trees or decorative items shall be placed in or on top of common area lawns, fences, walls, gardens or walkways.

6. Storage of garden hoses in the common area is prohibited.
7. Patios/balconies shall not be used for storage areas of any household items, tools, cabinets, boxes, etcetera and must be kept neat, clean and free of any unsightly items.
8. No clothes, linens, carpets or other material may be draped over patio/balcony railings.

ARCHITECTURAL POLICY

1. No changes or additions to the exterior of buildings, (including planting of trees or shrubs, erecting antennas, building of patio covers, installation of railings, exterior painting of any object, adding planter boxes, lighting fixtures, potted plants to the common area, applying signs to building siding, etcetera), shall be made unless prior written approval of the Board of Directors or its agent has been received.
2. No nails, screws or other fasteners shall be placed into any portion of the exterior siding of any structure. Owners shall be responsible for the cost to repair any damage to the building exterior.
3. No individual living area may be extended into the common area, attic space, balcony or patio of any building.
4. Window air conditioning units and stained glass window replacements are prohibited.
5. No owner shall permit anything to be attached or hung on the exterior siding materials of buildings. Solid wood beams and posts are acceptable.
6. No water softener equipment shall be installed in any unit without the prior written approval of the Board of Directors or its agent.
7. No fence, hedge or wall shall be erected or maintained without the prior written approval of the Board of Directors or its agent.
8. Applications for architectural changes are available from the administration office.
9. Installation of television antenna equipment (Dish, Direct TV, etcetera):
 - a. Owners shall be permitted to install television signal receiving equipment.
 - b. All such equipment is required to be installed on the roof in a concealed area out of view. No equipment may be installed into siding, trim or patio/balcony areas.
 - c. Equipment may not exceed 36 inches in size.
 - d. Equipment must be securely fastened to a stand or bracket. Any damage to the roof or common areas is the responsibility of the owner installing the equipment.

- e. Cabling runs to such equipment must be properly secured to the building run along corners and/or trim to the equipment on the roof. Cabling shall be painted to match building trim/siding as appropriate.
- f. Request shall include a copy of the proposal denoting the type of stand or bracket installation and a copy of insurance declaration. Requests may take up to twenty-one, (21), days to be reviewed and approved. Work may not commence until written approval has been received.
- g. Owners shall be responsible to maintain, repair and/or replace building elements affected by the installation.
- h. Disclosure to subsequent owners of their obligations regarding the use, operation, maintenance, repair and replacement of the equipment is the responsibility of the owner of the condominium for which the equipment is installed.

FLOORING CHANGES

1. Owners are permitted to remove carpeting from areas with existing carpet to change to hard surface flooring such as wood, laminate or tile as long as an underlayment sound barrier rated at a minimum fifty (50) STC is installed to prevent sound transmission to adjacent units.
2. Architectural requests for flooring changes must be installed by a California licensed contractor in good standing with current professional liability insurance with a minimum amount of \$1,000,000.
3. Request shall include a copy of the proposal, clearly denoting underlayment meeting the minimum rating and a copy of insurance declaration. Requests may take up to twenty-one (21) days to be reviewed and approved. Work may not commence until written approval has been received.
4. Owners shall be responsible to maintain, repair and/or replace building elements affected by the installation.

WINDOW REPLACEMENTS

Owners shall be permitted to replace their windows, sliding glass doors and French doors according to the following standards:

1. Replacement windows and doors shall be of the “retro-fin”, single wall fin type installation. New construction type windows are acceptable as well. Large block type frames known as double-wall fin or stucco style “retro-fit” windows shall not be permitted.
2. All window/door frames shall be white in color.

3. All window installations shall be flashed/sealed in accordance with generally accepted installation procedures.
4. Any window trim and/or siding removed during installation must be reinstalled to its original location and re-painted if necessary at the owner's expense.
5. Owners and successive owners of the condominium shall be responsible for any damage to the building as a result of a leaking window/flashing.
6. Architectural requests for window replacement must be installed by a California licensed contractor in good standing with current professional liability insurance with a minimum amount of \$1,000,000.
7. Requests shall include a copy of the proposal clearly denoting the type of window/frame installation and a copy of insurance declaration. Requests may take up to twenty-one (21) days to be reviewed and approved. Work may not commence until written approval has been received.
8. Owners shall be responsible to maintain, repair and/or replace building elements affected by the installation.
9. Disclosure to subsequent owners of their obligations regarding the use, operation, maintenance, repair and replacement of windows is the responsibility of the owner of the condominium for which the windows are installed.

ELECTRIC VEHICLE CHARGING STATIONS

1. Owners shall be permitted to install electric vehicle charging stations in the carport space assigned on their Grant Deed.
2. The charging station shall be installed solely at the expense of the owner.
3. Charging stations must meet all local, state and federal governmental standards as well as the California Building Standards Code currently in effect. Owners are solely responsible for obtaining all necessary approvals and permits from any governmental agency with jurisdiction.
4. Architectural requests for charging stations must be installed by a California licensed contractor in good standing with current professional liability insurance with a minimum amount of \$1,000,000.
5. Requests shall include a copy of the proposal and a copy of insurance declaration. Requests may take up to twenty-one (21) days to be reviewed and approved. Work may not commence until written approval has been received.
6. Owner shall pay all charges associated with the installation, use, maintenance, repair and replacement of the charging station.

7. The owner and successive owners for whose benefit the charging station was installed is responsible for the costs of installation, use, operation including electricity, repair or replacement of the station until it is removed and the costs of damage to the station and any part of the property from the installation, use, operation, maintenance, repair or replacement of the station.
8. Disclosure to subsequent owners of their obligations regarding the use, operation, maintenance, repair and replacement of the charging station is the responsibility of the owner of the condominium for which the charging station is installed.
9. Owners may not run extension/power cords of any type to their vehicles, whether temporary or not, from any condominium or common area power source for the purpose of charging their electric vehicles.

LANDSCAPE POLICY

1. No change or addition may be made to the common area without the prior written approval of the Board of Directors or its agent.
2. No trees, plants or shrubs may be trimmed or removed from the common area.
3. No owner may plant any tree, shrub or plant in the common area without prior written approval of the Board of Directors or its agent.

SKYLIGHT INSTALLATIONS

1. Owners wishing to install skylights must submit written request including condominium unit number, proposed location of skylight, manufacturer and model number, installer, written proposal from service provider, and time frame.
2. Owners must sign an addendum to the individual condominium Grant Deed, which will be recorded, accepting any responsibility, (current or future), associated with the installation and maintenance of the skylights and affected common area. The Association will not accept responsibility, financial or otherwise related to approval or installation.
3. Projects will be coordinated with the administrative office to ensure that installation is properly scheduled and monitored and that inconvenience to the community as a whole is minimized.

NOXIOUS ODORS

No owner or resident may use or cause to be used, any substance, particularly lacquer, which is sprayed or otherwise, applied as a finish to cabinets or furniture, which creates a noxious, offensive and invasive odor that could be hazardous to the health of the residents in adjoining condominiums. In addition, no cabinets, furniture or other fixtures that are composed of elements that give off a noxious, offensive and potentially hazardous odor may be installed or

kept in a condominium. This section does not apply to substances such as household cleaners which dissipate in a relatively short time. Paint application by spraying is prohibited in individual condominiums. Prior to painting by other application methods, the homeowner/resident must contact the Maintenance Department for consultation and approval of odor-control methods.

DOORBELLS

As with other modification, doorbells for individual units must be approved prior to installation according to established procedure. The Board of Directors has previously selected an appropriate model and method of installation. Owners wishing further information may contact the Maintenance Department.

FINE SCHEDULE

1. The Board of Directors may assess fines and/or penalties against an owner after written notice and an opportunity for a hearing has been provided and the Board of Directors has determined that a violation of the Associations Governing Documents including the CC&R's and Rules and Regulations has occurred or is occurring due to the actions or failure to act of an Owner, their guests, tenant, lessee, invitee, resident or other occupant.
2. All fines, including special assessment representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be charged against the owner of the condominium. Any and all fines shall be billed to the owners account at the Association.
3. Definitions:
 - a. "Subsequent Offense" shall mean and refer to a repeat occurrence of a violation of the Governing Documents that is the same or substantially similar, as decided by the Board of Directors, to a violation that the Board of Directors had previously determined, through a hearing, was committed by the same owner, their guests, tenant, lessee, invitee, resident or other occupant of his/her condominium.
 - b. "Continuous Offense" shall mean and refer to violations of the Governing Documents, which continue uninterrupted and uncorrected after a written notice, and the opportunity for a hearing has been provided to the Owner and the deadline date set by the Board of Directors for correcting the violation has expired.
4. Schedule of Fines:

For each violation of the Governing Documents as determined by the Board of Directors, monetary fines and penalties shall be assessed against an owner according to the following schedule if a violation has not been corrected after written notice and an opportunity for a hearing has not been provided:

4. All residents, before using the pool, must sign and have on file with the Association, a Waiver of Liability and Covenant Not to Sue.
5. Anyone who experiences incontinence must wear appropriate protection while in the pool and/or spa. Children under the age of three years must wear swim diapers while in the pool. Any child who is not yet potty-trained, or is newly trained, must wear swim diapers plus plastic leak-proof pants and a swimsuit while in the water.
6. A swimming pool lift has been installed. Prior to using this equipment, members are required to sign new pool and spa waivers. The use of this equipment is at your own risk and it is strongly suggested users receive a tutorial from association staff prior to operating the lift.

FOOD SERVICES

*(See Services Guide for other information)

Resident and guests are prohibited from entering the kitchen and wait stations unescorted.

Food service is available only as provided by Chateau staff members in designated common areas of the community or through the Chateau Room Service Program.

ALCOHOLIC BEVERAGES

The sale of beer and wine by the glass or by the bottle for consumption by residents or their guest(s) during meals is allowed. In accordance with the limitations of the alcoholic beverage license there will be no private sale of beer, wine or hard liquor by the bottle for consumption outside of the Community Center.

Wait staff is prohibited from preparing and/or serving items brought to the dining room or other common areas by residents or their guests. Individuals bringing bottles of wine into the dining room should give them directly to the Dining Room Manager for preparation and presentation.

CELL PHONES

The use of cell phones in the dining room is prohibited. Guests should be reminded to silence their cell phones before entering the dining room. Residents/guests should excuse themselves from the dining room if using a cell phone.

DINING ROOM (MEALS)

Breakfast features both a continental, (1/4 meal credit), and full breakfast menu, (3/4 meal credit). A continental breakfast includes your choice of juice or fresh fruit, bagel, English muffin, muffin or toast, (two slices) and coffee or tea. Full breakfast includes your choice of juice or fresh fruit, a selection from “breads, cereals and grains”, a selection from “eggs, meats and omelets”, and coffee, tea or milk.

Lunch offers soups, salad bar, and an ever-changing variety of entrees, fish, a featured sandwich, and desserts, (1 meal credit).

Light Lunch will be available in the restaurant during the dining room hours of 11:30 a.m. to 1:30 p.m. at a charge of one-half (1/2) meal credit. The light lunch will consist of only the following: half a sandwich of the day, choice of a cup of soup or small house or fruit salad and a choice of any small beverage including juices, coffee and tea. Desserts and the buffet are not included. The light lunch must be prepared by staff. Any other items consumed or taken from the dining room after ordering a light lunch will be charged a full meal credit.

Sunday Champagne Brunch with homemade soups, full salad bar, hot entrees and desserts is served as a buffet with table service for beverages, (1 meal credit). Residents and guests requiring special serving assistance will be accommodated.

Sunday Dinner has been discontinued. Residents may order dinner boxes prior to 1 p.m. to take out or have delivered via room service prior to the end of Sunday Brunch.

Dinner features an entrée with accompaniments in addition to set menu items. Those wishing a lighter meal may order a petite portion, (1 meal credit).

Appetizer Buffet without meal – 1 meal credit charge.

Appetizer Buffett with meal – 1 meal credit charge only.

DINING ROOM DRESS CODE

Breakfast, Lunch, and Sunday Brunch:

Casual resort style clothing including shorts and tee shirts are acceptable. Swimwear, athletic wear, sports attire, flip-flops or clothing that is soiled, torn, tattered or containing inappropriate language or depictions is prohibited.

Evening Meals:

Gentlemen are required to wear collared shirts such as button up dress shirts, polo shirts or turtleneck shirts and slacks, khakis, designer denim pants or linen pants. Sport coats and jackets are optional, yet appreciated.

Ladies are required to wear dresses, pantsuits or blouses with skirts or slacks. Strapless, collarless and/or sleeveless dresses or tops, short pants below the knee, such as Capri pants and designer denim pants or coats are acceptable.

Children aged 12 and under are not required to adhere to dress code policy for men and women but shall instead be required to wear age appropriate clothing.

During evening meals, warm-up suits, sweat pants, sweatshirts, tee shirts, shorts, short pants above the knee, swimwear, athletic wear, sports attire, flip-flops, hats, (men and boys only), and any clothing containing inappropriate language or depictions are prohibited. Denim jeans that are faded, torn ripped, tattered, frayed, baggy or sagging are also prohibited.

The Dining Room Manager shall have the responsibility to assure adherence with the dining room dress code policy. Any questionable attire worn to the dining room shall be assessed by the dining room manager on duty and shall have the authority to make a determination on its acceptability.

It is the responsibility of each owner/resident to inform their guest of the CLSMHOA dining room dress code policy prior to attending meals. ANY resident, owner, guest, visitor or staff member not meeting the standards set forth in this policy or otherwise determined to be inappropriately dressed will be informed of the dress code violation and shall not be seated or served until suitably dressed.

MEAL CREDITS AND CHARGES

The monthly homeowners' assessment includes one credit for each day of the corresponding meal credit period. The monthly meal credit period extends from the twenty-sixth day of the previous month through the twenty-fifth day of the current month. Residents may use credits at their discretion, within parameters of the program, dining once or more each day, intermittently or for entertaining guest.

Meal credits may not be split or divided.

A maximum of 123 meal credits per occupant may be accrued.

The dining program assumes a credit for a typical meal and extra items may not be taken from the dining room unless proper credits are assessed.

MEAL CREDIT GUIDELINES

1. A couple, owner/resident, may use a maximum of six (6) meal credits; a single, owner/resident, may use a maximum of seven (7) meal credits, to entertain guests at any one meal.
2. The maximum number of guests at Sunday Brunches, Special Holidays or Special Events is limited to six (6) per couple or seven (7) per single resident for a total of eight (8) persons per sitting.
3. A maximum of eight (8) individuals may be seated together in the dining room. Larger groups may be accommodated in other locations by making arrangements with the Culinary Director for space and service. An additional charge may apply.
4. Owners/residents may not transfer meal credits to other owners/residents.
5. Charges for breakfast shall be:
 - a. Continental Breakfast – one-quarter ($\frac{1}{4}$) credit
 - b. Full Breakfast – three-quarters ($\frac{3}{4}$) credit
 - c. Light Lunch – one-half ($\frac{1}{2}$) credit

- d. Lunch, Dinner and Sunday Brunch – one (1) credit
6. One (*1) meal credit plus the current rate of the guest meal surcharge will be assessed for each non-resident guest for Sunday Brunch and for special parties where hors d'oeuvres are served. Residents have the option to use two (2) meal credits for each non-resident guest instead of paying the guest meal surcharge for **Sunday Brunch only. (Please notify your server that you would like to use your meal credits instead of the surcharge).**
7. Where an open bar and hors d'oeuvres buffet are served, the current rate of the guest meal charge will be assessed for each non-resident guest.
8. Owners/residents may partake of all three meals within the meal credit limits noted. Once all available meal credits have been exhausted the current rate per meal will be charged. Guests may use meal credits only when accompanied by an owner/resident, with the following exceptions:
 - a. If an owner/resident is ill, hospitalized or unable to reside in their unit because of illness for three or more days, then a relative or friend directly responsible for the care of the owner/resident, because of such illness, may dine and use that residents unused meal credits in the dining room unaccompanied by the resident/owner for up to sixty (60) consecutive days. Prior approval must be obtained from the Executive Director. Beyond sixty (60) days or in the event the resident/owner becomes deceased only approved occupants, members of the owner's trust on title, or the resident/owner's heirs to the unit may dine in the dining room and use the unused meal credits for that resident/owners unit.
 - b. If a unit is for sale, a sales agent may use the owner's unused meal credits to introduce prospective buyers to the Chateau dining room. Prior approval of the Executive Director is required.
 - c. When a unit is sold or rented, no accumulated meal credits may be transferred to the new owner or renter.
9. Individuals exceeding available credits will be billed on their monthly statement according to the rates that are established annually.
10. A dining credit report prepared by the Dining Room Manager accompanies the homeowner's assessment bill each month.

REMOVAL OF FOOD FROM THE DINING ROOM

Upon request, dining room staff will provide residents special containers to remove any remaining portions of regular sized meals not consumed in the dining room. However, residents shall be charged additional meal credits for any meals or extra food items ordered from dining staff or obtained from the buffet with the intent of taking those items from the dining room unconsumed.

At no time shall any food items be removed from the dining room during Sunday Brunch events or from any special Appetizer/Hors d' oeuvres buffet.

No personal containers may be brought to the dining room for the purpose of removing food items.

MOBILITY AIDS (SCOOTERS, WALKERS AND CANES) DINING ROOM PARKING

1. No scooters will be allowed in the Community Center during dining hours.
2. During dining hours, scooters must be parked in designated areas outside the building under the covered areas as follows:
 - a. Front entrance – under front eaves
 - b. Side entrance – under covered walkway area
 - c. Back entrance – under covered walkway
3. When dining reservations are made, scooter users may request provision of a wheelchair, which will be noted on the Reservation Roster.
4. Employees cannot assist residents in transferring from one vehicle to another.
5. Walkers/walking aids may be used to visit the buffet and be seated in the dining room. Walkers/walking aids may not be used to sit at tables as a chair. Staff shall then remove walkers/walking aids from the dining room to be valet parked. Walkers/walking aids may not be parked or stored anywhere in the dining room.

TRANSPORTATION/VEHICLES

PARKING – AUTOMOBILES

Residents are required to register their vehicle with the association within 30 days of move-in and make periodic updates as necessary.

All vehicles parked at the Chateau must be operable and well-maintained and not leak fluids or present other problems that would cause damage to the common areas.

No unlicensed or unregistered vehicles permitted to be parked or stored on association property. Vehicles must maintain current state registration and displayed tags while parking within the association.

Resident vehicles parked within the association are limited to a maximum of two (2) vehicles, including motorcycles, per separate interest.

Parking is not permitted in building loading zones or fire lanes. The entry circle is generally reserved as a loading zone. Spaces designated as “handicapped reserved” are not to be used by any unauthorized person.

All vehicles must be parked in each owner/resident assigned carport space in accordance with the following parameters:

- Vehicles shall be parked in each carport space so the vehicle extends no more than 18 inches beyond the plumb line of the carport overhang.
- Vehicles may not protrude beyond this line into the traffic lane.
- Vehicles shall be parked so each vehicle is within the boundary of the painted stripes defining each space as to not encroach into or over adjacent carport spaces.
- Residents and visitors parking in visitor assigned spaces are limited to 72 hours maximum, then vehicle must be moved.
- Permanent parking of vehicles in visitor spaces requires written authorization of the board of directors or its agent.

PARKING – RENTAL OF CARPORT SPACE

Owners may not rent their assigned carport space to anyone other than approved occupants of Chateau Lake San Marcos. Owners are required to inform the Administrative office when a carport space is rented and provide the name and vehicle information of the renter.

TRANSPORTATION

1. All scheduled transportation provided by Association vehicles including Fitness and Leisure Services events shall be at no cost to resident.
2. Private transportation shall be at the current published rates.
3. Charges for guests attending events will be as follows, subject to future increases:

Zone 1 - \$5.00 – 5 to 10 miles round trip with a minimum of 8 passengers to include the San Marcos area.

Zone 2 - \$10.00 – 11 to 30 miles round trip with a minimum of 8 passengers covering Escondido, Carlsbad, Oceanside, Encinitas, Solana Beach and Vista.

Zone 3 - \$15.00 – 31 to 60 miles round trip with a minimum of 8 passengers including areas north to the San Diego Country line and south to the San Diego metropolitan area.

Zone 4 - \$20.00 – 61 to 90 miles round trip with a minimum of 8 passengers including Dana Point and Lake Elsinore to the north, Mexican border to the south and Anza Borrego to the east.

4. Residents utilizing transportation services shall be limited to one (1) guest unless space is available for additional guests.
5. Residents failing to cancel at least 48 hours prior to an event for reasons other than a health condition may be subject to a cancellation fee.

VEHICLE MAINTENANCE

Maintenance and repair of vehicles is not permitted within the confines of the Chateau community with the following exception:

- Equipment for tire inflation and window cleaning is located in space 0 of the golf cart carport area.

Violations of parking rules and regulations may result in a written notice of parking violation and subsequent reasonable fines as outlined on page six (6) and seven (7) of the Chateau Lake San Marcos Rules and Regulations.

GENERAL

COMMON AREA DRESS CODE

All guests and residents are to be fully clothed at all times, including footwear, when in common areas including hallways. Residents/guests traversing the common areas to pool/spa area must wear a closed robe or cover up with adequate footwear. Housecoats are not considered acceptable dress for attire in any common area.

COMMON AREA ENTRY ALCOVE

“Personalization,” by residents, of the common area with furniture, pictures or decorative objects will not be permitted, with the exception of individual condominium entry alcoves. All other common areas, including hallways, must be kept clear of resident placed items including furniture, pictures and decorative objects.

HOLIDAY DECORATIONS

Personal holiday decorations are limited to a unit’s exclusive use common area or entry alcove. They must be removed in a timely fashion following the holiday.

SIGNS

California Civil Code provides that only signs regarding sale, lease or exchange and related information may be placed on the owner’s property in plain view of the public. No signs may be placed on the common area properties without the approval of the Executive Director.

BULLETIN BOARDS

No advertising for outside fundraising is to be placed on Chateau bulletin boards.

COMMUNICATION – RESIDENT TO RESIDENT

Resident sponsored event flyers may be distributed via door knob hangers if the resident signs the communication and pays for it.

SOLICITATION

Door-to-door solicitation is not permitted by any individual, group or organization. Unauthorized presentations or sales are not allowed in the common areas.

GUESTS

Residents are welcome to entertain guests, wither in their individual condominiums or Chateau common areas. All guests, including children, using any recreational or common area facilities must be accompanied by a resident at all times unless prior arrangements have been approved through the administrative office. Resident guests are limited to a maximum of 60 days per year. Guests may not act as agents of a resident and must follow all applicable Chateau policies and rules.

PARTIES

Private parties in the common areas are restricted to the Lounges.

RESIDENT CONDUCT

Residents are asked to treat others in the community, both fellow residents and staff, with respect. Please do not use abusive language or exhibit inappropriate behavior. Persons who are disruptive in voice or action may be subject to a hearing resulting in not being allowed to utilize any common area, including the dining room.

Persons who are incontinent (of bowel or bladder) must take adequate precautions lest, following a hearing, they may be excluded from any common area, including the dining room.

PETS/ANIMALS

Each Chateau unit is allowed to have up to two (2) pets subject to the governing documents and the following:

1. Pets/animals must be kept on a leash or in an enclosed carrier at all times while anywhere in common areas.

2. Pets/animals are prohibited at all times from entering the dining room, Champagne Lounge, administrative offices or any other designated areas where food is prepared or served.
3. Residents may bring pets/animals into other areas of the Community Center including but not limited to the lobby, library and fitness center with the following restrictions:
 - a. Pets/animals must be entirely enclosed in a pet carrier. A pet carrier is defined as an enclosed container strictly designed to safely and securely contain a pet/animal.
4. Pets/animals that are entirely enclosed in an approved pet carrier may be brought into resident laundry rooms and lounges.
5. Any pet/animal that is disruptive or exhibits behavior that creates a nuisance in the common areas, whether in a carrier or not, must be removed from the common area.
6. Residents with qualifying disabilities may petition the Homeowners Association Board of Directors for reasonable accommodation to permit a service animal, whether a guide dog, signal dog or service dog to enter prohibited areas. The association has the right to reasonable inquiry as to what the disability is and how the use of the service animal will provide assistance to the owner/resident, in addition to other inquiries.
7. All owners will carry and utilize equipment for picking up and disposing of their pets/animals solid wastes. Solid wastes must be placed in sealed containers or plastic bags and properly disposed of at collection bins located in designated areas around the Chateau property. Resident shall only use designated areas for their pets/animals to relieve themselves. Patios/balconies are not permitted to be used for this purpose.
8. Owners will be responsible for maintenance, including cleaning and/or repair of common areas, as may be required due to action of their pets/animals.
9. Problems or concerns reported to the Executive Director will be communicated to the owner and, if advisable, to the Board of Directors for disciplinary action.

US FLAG REGULATIONS

1. Flag size no larger than three feet by five feet.
2. Metal or wood pole no longer than six feet in length.
3. Metal brackets shall be mounted to the nearest post or railing of the patio or balcony four to five feet above the floor. Flags must be displayed at a 45-degree angle to the horizontal. Hanging or draping of flags on walls or from railings is not acceptable.
4. No trees or other landscaping may be moved to accommodate the Flag.
5. Display of a Flag must not obstruct the view of another unit.

6. The Flag must be displayed in accordance with the United States Flag Code. Any Flags that are torn, tattered, soiled or Flags of an inappropriate size are not permitted.

STORAGE

Nothing may be stored outside the storage unit in the carport area. Common area storage is not available for Chateau residents. Residents must use the storage areas provided adjacent to patios, decks or carports. Patios and decks are not to be utilized for storage of boxes, trunks or other similar items.

HOUSEKEEPING

The monthly homeowner's assessment includes bi-weekly housekeeping, (weekly housekeeping may be scheduled at an additional charge as set forth in the Ancillary Fee schedule). The basic cleaning includes the kitchen, bathroom(s), changing and laundering bed and bath linen, light dusting, vacuuming and sweeping of floors. Each one-bedroom condominium receives approximately one (1) hour of service and each two-bedroom, one and one-half (1 ½) hours.

NO LIFT POLICY

Employees of Chateau Lake San Marcos Association may not assist, by lifting, those independent living residents who have fallen. Employees will call emergency services in such instance. In Assisted Living, residents who have fallen may be assisted by lifting, at the discretion of the caregiver on duty if there is a second person (employee) to assist.

PRIVATE DUTY PERSONNEL REGISTRATION

All residents that retain any private duty personnel, whether paid or unpaid, including, but not limited to, caregivers, companions or nurses, are required to complete an information and registration form for each of the private duty personnel they have retained. This form must be updated at least annually or whenever a resident has a change in private duty personnel. Forms may be obtained from the administration office. A Chateau lake San Marcos Private Duty Personnel name badge will be issued by the administration office and will be required to be worn by the private duty person at all times while in the common areas of the Chateau Lake San Marcos Community.

VACANT UNITS

In order to reduce the chance of damage occurring to individual units or common area, all owners of units that are vacant for a period of thirty (30) days or more are required to shut off all water and gas plumbing fixtures in the unit. The maintenance department can turn these off for owners upon request. If it is determined that a unit has been vacated without notification, the Association may enter the unit to turn off all plumbing fixtures. Fixtures may be turned back on once a unit has been re-occupied.

PULL CORD CALL SYSTEM

The Pull-Cord Call System consists of devices that are installed in each separate interest, in hallways and bathrooms, as a method of calling for assistance in the event the occupant of a unit needs aid. These devices are not two-way communications enabled and only send a signal to the on-duty staff in the assisted living facility, notifying them of a call for assistance.

The Pull-Cord Call System is an entirely optional service at no additional cost that will be enabled upon the execution of a release of liability agreement by all occupants of the unit. If an occupant(s) does not wish to utilize the pull-cord call system service or does not accept the written release of liability, the devices shall be disabled and removed from the unit.

There are limitations on the capabilities of the pull-cord call system and occupants of each unit should understand what services can be expected upon activation of the pull cord call system.

The pull-cord call system is a non-emergency, non-medical response to calls by occupants for assistance in their separate interests. The system is monitored 24 hours a day. The following is how the call system operates and is responded to:

All residential units (condominiums) and select common areas have installed a pull-cord call system alarm that can be activated in the event a resident needs assistance. The possibility exists that association staff may not be able to immediately respond to any activated pull cord alarm and the association makes no guarantee that a staff member will be able to respond to a pull cord alarm due to workload, communications failures, failure of a resident to provide a key to the association or other unforeseen events that prevent a response by Chateau staff. The association shall not accept any liability for any failure to respond to any pull cord alarm. The acceptance of a resident unit key by the association does not constitute any acceptance of liability in and of itself.

The association shall make every effort to respond to an activated pull cord alarm using the following procedure:

Upon activation of a pull-cord call alarm from a unit, the caregiver on duty shall answer the pull-cord call and telephone the unit to determine what assistance is needed, and if it might possibly be a false alarm. If there is no answer after attempting to phone the unit, a staff member will respond to the unit, notwithstanding workload. He/She will obtain the key from the lock box and go to the unit to assess the resident's situation. Using his/her judgement in determining if an emergency exists, the staff member shall phone 911 if it is an emergency or the non-emergency lift team if someone only needs to be lifted off the floor.

The Chateau Lake San Marcos HOA pull cord alarm is NOT intended to be an emergency response, but rather to provide non-emergency assistance or assessment. Residents are strongly encouraged to obtain one of many types of medical alert systems through a third party provider to assist during emergencies.

RULES AND REGULATIONS FOR THE PUTTING GREEN

1. Use of the putting green is limited to ONLY residents and their guests. ALL guests MUST be accompanied by a resident present at all times. All current common area use rules apply to putting green as outlined in the CLSMHOA Rules and Regulations.
2. This is a putting green ONLY. No chipping is allowed on the fringe or the rough.
3. Please be courteous of other players on the green.
4. Only putters can be used to move the ball. No irons, sticks, or other objects are permitted to move the ball or strike the surface of the green.
5. No running, horseplay, or sliding on the putting green surfaces, gardens, or mulch areas is allowed.
6. Children under the age of 12 must be supervised to ensure the rules are being followed. Keep all children a minimum of 6 feet away from the pond/fountain.
7. Any balls that enter the pond/fountain area are to be left. Please do not attempt to retrieve balls from the water or enter the water in any way. If you would like a ball retrieved, please contact a staff member and they will be happy to assist.
8. Please keep the area clean. Replace any flagsticks that you remove back to their original location.
9. Do not lay any bags or other equipment on any of the turf areas. Please place all bags or other equipment under the trellis seating area.
10. Putters and balls may be checked out from the concierge desk during regular business hours at no charge.