



Rules and Regulations

Revised July 30, 2015

RULES & REGULATIONS

of the
Chateau Lake San Marcos Homeowners Association

Adopted by the Board of Directors September 27, 2002
In accordance with the authority granted in the CC&Rs
(Supersedes all previous Rules & Regulations)

ARCHITECTURAL REVISION

Architectural changes or modifications are subject to approval by the Board of Directors or its assign, 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 decor without prior authorization. Patio/balcony decks are "exclusive use" common areas, maintained by the Association, 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 –

1. 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 it's Assign.
2. No unit shall be improved beyond the surface of the interior walls.
3. Owners shall have (60) days after close of escrow in which to install draperies, blinds, shades, curtains, etc. of their choice. Windows must be covered with drapes, shades, blinds, curtains, or shutters of a color compatible with the color scheme of the community structures.
4. 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 it's Assign.
5. Unit windows shall not be covered with opaque foils, sheets, cardboard, or papers of any kind.
6. No waterbeds or other water furniture is permitted in any living unit without the prior written authorization of the Board of Directors or it's Assign.
7. Floor surfaces, which may damage the structural integrity of the buildings by their weight, texture, manner of application, or other characteristics, are not permitted.

8. Balconies, patios, and parking spaces designated for an owners exclusive -use shall be kept in an organized and clean condition.
9. Exterior doors are maintained by the association and may not be painted, varnished, are altered by individual unit owners.

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 it's Assign.
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 load bearing 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 areas is prohibited.
7. Patios/balconies shall not be used for storage areas of any household items, tools, cabinets, boxes etc. 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, etc.) shall be made unless prior written approval of the Board of Directors or it's Assign 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 it's Assign.
7. No fence, hedge, or wall shall be erected or maintained without the prior written approval of the Board of Directors or it's Assign.
8. Applications for architectural changes are available from the administration office.
9. Installation of television antenna equipment (Dish, DirecTV, etc.):
 - 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 in to siding, trim or patio/balcony areas.
 - c) Equipment may not exceed 36 inches in size.
 - d) Equipment must be securely fastened to the building, flashed and/or sealed to prevent water intrusion.
 - 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, clearly denoting the type of window/frame installation, and a copy of insurance declaration. Requests may take up to 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.
10. Flooring changes:
 - a) 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 50 STC is installed to prevent sound transmission to adjacent units.
 - b) 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.
 - c) 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 21 days to be reviewed and approved. Work may not commence until written approval has been received.

- d) Owners shall be responsible to maintain, repair and/or replace building elements affected by the installation
11. Window replacement: Owners shall be permitted to replace their windows, sliding glass doors and French doors according to the following standards:
- a) 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.
 - b) All window/door frames shall be white in color.
 - c) All window installations shall be flashed/sealed in accordance with generally accepted installation procedures.
 - d) 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.
 - e) Owners and successive owners of the condo shall be responsible for any damage to the building as a result of a leaking window/flashing.
 - f) 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.
 - g) Request 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 21 days to be reviewed and approved. Work may not commence until written approval has been received.
 - h) Owners shall be responsible to maintain, repair and/or replace building elements affected by the installation.
 - i) 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.
12. Electric Vehicle Charging Stations
- a) Owners shall be permitted to install electric vehicle charging stations in the carport space assigned on their Grant Deed.
 - b) The charging station shall be installed solely at the expense of the owner.
 - c) 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.
 - d) 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.

- e) Request shall include a copy of the proposal and a copy of insurance declaration. Requests may take up to 21 days to be reviewed and approved. Work may not commence until written approval has been received.
- f) Owner shall pay ALL charges associated with the installation, use, maintenance, repair and replacement of the charging station.
- g) 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, 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.
- h) Disclosure to subsequent owners of their obligations regarding the use, operation, maintenance, repair and replacement of the station is the responsibility of the owner of the condominium for which the charging station is installed.
- i) Owners may not run extension/power cords of any type to their vehicles, whether temporary or not, from any unit 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 landscaping without the prior written approval of the Board of Directors or it's Assign.
- 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 the prior written approval of the Board of Directors or it's Assign.

SKYLIGHT INSTALLATIONS –

- 1. Owners wishing to install skylights will submit written request including the 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 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 residents in adjoining Units. 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 unit. 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 units. 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 modifications 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 unit. 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 had previously determined, through a hearing, was committed by the same Owner, their guests, tenant, lessee, invitee, resident, or other occupant of his/her unit.
 - 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 for correcting the violation has expired.
 - c) **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 been provided:
 - i. **First Offense / First Notice of Violation..... \$25.00**
 - ii. **Subsequent Offense / Second Notice of Violation..... \$50.00**
 - iii. **Subsequent Offense / Third Notice of Violation..... \$75.00**

and/or daily penalty of \$25.00/day

iv. Continuous Offense..... \$25.00/per day

4. Attorneys' fees and costs incurred by the Association in enforcing the Governing Documents against an owner shall become a charge against the owner in the form of a special assessment. The Association reserves the right to use any avenue of the legal system to enforce the Governing Documents against an owner, including the collection of any fines imposed against an owner for violating the Governing Documents.

FITNESS & LEISURE SERVICES

* (See Services Guide for other information)

FITNESS CENTER – There is a certified personal trainer on staff who can design a fitness program for each individual. Only resident homeowners of record, resident tenants, resident guests when accompanied by the resident and full-time employees over eighteen years of age are permitted to use the Fitness Center. A Waiver and Covenant Not to Sue relieving the Association of liability must be signed.

Fitness Center users should:

1. Return a General Participation Waiver, signed by their primary care physician, to the Fitness Director; if participating in an organized class.
2. Attend a fitness orientation class, scheduled intermittently by the Fitness Director before beginning an exercise program.
3. Complete at least 3 workouts with the Fitness Director before attempting to use the exercise equipment without supervision.

POOL AND SPA – Rules for use of the pool and spa, based on local ordinances, are posted and must be observed. For reasons of safety, no one should use the pool and spa unaccompanied.

All guests must be accompanied by a resident.

No member of the Chateau staff, or any volunteer who is involved with scheduled classes or pool activities of any kind, at any time, are to help or assist, in any way, anyone who is entering or leaving the pool. Any resident who is unable to enter or exit the pool unassisted, or has some condition which requires regular assistance or supervision, must be accompanied in the pool by a private-duty caregiver who is present the entire time the resident is in the pool. All residents, before using the pool, must sign and have on file with the Association, a Waiver of Liability and Covenant Not to Sue.

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.

FOOD SERVICES

* (See Services Guide for other information)

Residents 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 the residents or their guests 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 turn them off before entering.

DINING ROOM –

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

Light Lunch menu 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. On Sunday evenings, a lighter menu is offered comprising of soup, sandwich and salad bar, and light dessert.

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

Appetizer Buffet only without meal – 1 meal credit charge.

Appetizer Buffet with meal – 1 meal credit charge only.

DINING ROOM DRESS CODE –

Breakfast, Lunch, Sunday Brunch and Sunday evening:

Casual resort style clothing including shorts and tee shirts are acceptable. Swimwear 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 14 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 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 guests 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 guests.

Meals or credits may not be split or divided.

Unused meal credits may be accumulated or held over for a period not to exceed three meal credit periods. Meal credits for the current period must be used before any accumulated prior credits. Once current credits are exhausted, credits remaining from the least-recent applicable period will be utilized.

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), 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: continental breakfast, one-quarter (1/4) credit; full breakfast, three-quarters (3/4) credit. Lunch, dinner and Sunday brunch, one (1) credit each, light lunch one-half (1/2) credit.
6. One (1) meal credit + the current rate of 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 the 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 guest meal surcharge will be assessed for *each* non-resident guest.
8. Owners/residents may partake of all three meals within the meal credit limits noted. The current rate per meal will be charged for all meals in excess of the monthly credits and "carry forward credits" within the three (3) month meal credit period.
9. 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 consecutive days. Prior approval must be obtained from the Executive Director. Beyond sixty days or in the event the resident/owner becomes deceased, only approved occupants, members of the owner's trust, owners 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.
10. Individuals exceeding available credits will be billed on their monthly statement according to rates that are established annually.
 11. A dining credit report prepared by the Dining Room Manager accompanies the homeowner's assessment bill each month.
 12. A half sandwich option will be available in the restaurant during the Sunday Dinner meal at a charge of one-half (1/2) meal credit. The half sandwich option will consist of only the following: Half a sandwich and a choice of a cup of soup or a small house salad, and a choice of any small beverage, including juices, coffee and tea. Desserts and the buffet are not included. Staff must prepare the half sandwich option. Any other items consumed or taken from the dining room after ordering the half sandwich option will be charged a full meal credit.

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.

SCOOTER DINING ROOM PARKING –

1. No scooters will be allowed in the Community Center during dining hours for lunch, dinner and Sunday Brunch.
2. During the above-designated meals, scooters must be parked in designated areas outside the building under the covered areas as follows: Front Entrance – under front eaves; Side Entrance, under covered walkway area; 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, as they are not trained to do so.

TRANSPORTATION/VEHICLES

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

Parking is not permitted in building loading zones. 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.

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 residents.
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 min. of 8 passengers, to include the San Marcos area.

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

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

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

Zone 5 - \$25.00 - 91 to 180 miles round trip with a min. of 8 passengers

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.

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 common areas.

GUESTS – Residents are welcome to entertain guests, either 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 be excluded from any common area, including the dining room.

PETS – Chateau dwellers are allowed to keep a small dog or cat, known as pet/animals hereafter, (under 25 lbs.) in their condominium subject to the governing documents and the following guidelines:

1. Pets/animals must be kept on a leash or in an enclosed carrier at all times while anywhere on Chateau property.
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 animals/pets into other areas of the Community Center including but not limited to the lobby, library and fitness center with the following restrictions:
 - a. Animals/pets must be entirely enclosed in a pet carrier*
4. Resident laundry rooms and lounges - Animals/pets that are entirely enclosed in an approved pet carrier may be brought into these areas.
5. Any animal/pet 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/legal resident, in addition to other inquiries.
7. All owners will carry and utilize equipment for picking up and disposing of their pet's 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. Residents shall only use designated areas for their animals/pets 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 dogs and cats.

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.”

*A pet carrier is defined as an enclosed container strictly designed to safely and securely contain an animal/pet.

US FLAG REGULATIONS – Guidelines on the display of the US Flag by Residents:

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 up to one hour of service and each two-bedroom, up to one-and-one-half hours.

NO-LIFT POLICY – Employees of Chateau Lake San Marcos Homeowners Association may no longer assist, by lifting, those independent living residents who have fallen. Employees will call emergency services in such instances. In the assisted living Community Care Center, 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 administrative 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 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.