



# Rules and Regulations

Adopted by the Board of Directors on January 22, 2026  
in accordance with the authority granted in the CC&R's  
(Supersedes all previous Rules and Regulations)

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## ARCHITECTURAL REVISION

Architectural changes or modifications to units, decks, or patios are subject to approval by the Board of Directors. Owners wishing consideration may contact the Board of Directors in writing.

### LIVING UNITS

Each owner may improve only the interior surfaces of the walls, ceilings, floors and interior doors of individual living units as shown on the Condominium Plan. Owners may not make structural modifications to the walls, ceilings, or floors without prior written approval of the Board of Directors or the executive director.

1. Owners have sixty (60) days after close of escrow in which to install draperies, blinds, shades, or curtains in a color compatible with the color scheme of the community structures.
2. Stained glass window panels are not to be installed in place of or attached to windowpanes.
3. Unit windows must not be covered with opaque foils, sheets, cardboard, or paper. Window tints may be installed with the approval of the board of directors.
4. No waterbeds or water furniture is permitted in any living unit.
5. Decks, patios and parking spaces designated for the owner's exclusive use must be kept in an organized and clean condition.
6. Exterior doors are maintained by the association and may not be painted, varnished, or altered by individual unit owners.

### PATIO AND DECK SURFACES

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.

1. 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.
2. Resin surfaces compatible with original surfaces may be added to patios, with prior authorization, in accordance with the Governing Documents. Style and color must be approved, in writing, in advance.

3. Carpet and other materials may not be adhered to deck or patio.
4. Patio surfaces may be modified by the application of epoxy paint, resin surfaces, tile, stone, or brick flooring. Modifications must be approved, in advance.
5. Individual owners are responsible for ongoing maintenance of patio and deck surfaces and must maintain modified deck and patio surfaces in good condition.

## PATIO/DECK/ENTRY AREAS

1. Each unit owner may place patio type furniture and potted plants upon the patio/deck areas. Furniture which is not specifically outdoor lawn, patio or garden type is prohibited.
2. Patios and decks may not be enclosed.
3. No exterior patio/deck shades, coverings, blinds, lattice, dividers, railings, screens, glass coatings, or partitions may be installed without the prior written approval of the Board of Directors or the executive director.
4. Potted plants placed on patios/balconies must 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 may be placed in common area lawns, fences, walls, gardens, or walkways.
6. Storage of garden hoses in the common area is prohibited.
7. Patios/decks may 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/deck railings.

# **ARCHITECTURAL POLICY**

1. No changes or additions to the exterior of buildings may be made unless prior written approval of the Board of Directors or executive director has been received.
2. No nails, screws or other fasteners may be placed into any portion of the exterior siding of any structure. Owners are responsible for the cost to repair any damage to the building exterior.
3. Individual living areas may not be extended into the common area, attic space, deck, or patio of any building.
4. Window air conditioning units and stained-glass window replacements are prohibited.
5. Owners may not permit anything to be attached or hung on the exterior siding materials of buildings. Solid wood beams and posts are acceptable.
6. Water softener equipment may not be installed in any unit without the prior written approval of the Board of Directors or the executive director.
7. No fence, hedge or wall may be erected or maintained without the prior written approval of the Board of Directors or the executive director
8. Applications for architectural changes are available from the administration office.
9. Installation of television antenna equipment (Dish, Direct TV, etcetera):
  - a. Owners are 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/deck 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 must be painted to match building trim/siding as appropriate.
  - f. Requests must include a copy of the proposal indicating the type of stand or bracket installation and a copy of insurance declaration. Requests may take up to thirty days (30), days to be reviewed and approved. Work may not commence until written approval has been received.

- g. Owners are responsible to maintain, repair and/or replace building elements effected 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-nine (59)* STC is installed to prevent sound transmission to adjacent units.
2. 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 must include a copy of the proposal, clearly indicating underlayment meeting the minimum rating and a copy of insurance declaration. Requests may take up to thirty days (30), days to be reviewed and approved. Work may not commence until written approval has been received.
4. Owners are responsible to maintain, repair, and/or replace building elements affected by the installation.

## WINDOW REPLACEMENTS

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

1. Replacement windows and doors must 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 “retrofit” windows are not permitted.
2. All window/door frames must be white in color.
3. All window installations must 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 are responsible for any damage to the building as a result of a leaking window/flashing.

6. Window replacements 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 must include a copy of the proposal clearly indicating the type of window/frame installation and a copy of insurance declaration. Requests may take up to thirty days (30), to be reviewed and approved. Work may not commence until written approval has been received.
8. Owners are responsible to maintain, repair and/or replace building elements effected 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 are permitted to install electric vehicle charging stations in the carport space assigned on their Grant Deed.
2. The charging station must 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. 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 must include a copy of the proposal and a copy of insurance declaration. Requests may take up to thirty days (30), to be reviewed and approved. Work may not commence until written approval has been received.
6. Owners are responsible for all costs 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 are 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 are the responsibility of the unit owner.

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.

## **LAUNDRY EQUIPMENT INSTALLATIONS**

1. Owners are permitted to install washer and dryer equipment in their units.
2. Laundry equipment installations 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.
3. All dryers must be vented to the exterior of the building or vented to an automatic dryer condensing device to prevent moisture being released into the building.
4. Plumbing modifications for laundry installations 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 must include a copy of the proposal and a copy of insurance declaration. Requests may take up to thirty days (30), to be reviewed and approved. Work may not commence until written approval has been received.
6. The owners are responsible for all costs associated with the installation, use, maintenance, repair and replacement of the laundry equipment and plumbing modifications.
7. Disclosure to subsequent owners of their obligations regarding the use, operation, maintenance, repair, and replacement of the laundry equipment and plumbing modifications is the responsibility of the owner of the condominium for which the laundry equipment is installed.

## **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 the executive director.
2. Trees, plants or shrubs may not be trimmed or removed from the common area by owners/residents.

3. Owners may not plant any tree, shrub, or plant in the common area without prior written approval of the Board of Directors or the executive director.

## **SKYLIGHT INSTALLATIONS**

1. Owners wishing to install skylights must submit a 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 effected common area. The Association will not accept responsibility, financial or otherwise related to approval or installation.
3. Projects must 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**

Owners or residents may not use or cause to be used, any substance, 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.

## **FITNESS AND LEISURE SERVICES**

### **FITNESS CENTER**

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 prior to using the Fitness Center.

### **LAUNDRY CENTER**

1. The hours of use are 8:00 a.m. – 10:00 p.m. Daily.
2. Laundry machines are for Resident use only. Private Duty Personnel are not permitted to use laundry rooms for their personal use.
3. Residents may place their detergent in cabinets but must clearly label each item with name and unit number.
4. After use of a machine, Residents must leave the machine clean for the next person by removing any debris and emptying lint traps.
5. Facility users must clean up spills immediately or call the Maintenance department to assist with clean up.
6. If a machine is not working, place a yellow tag on the machine's coin dispenser and report the machine to the maintenance department.

### **TRASH ROOMS**

Trash rooms are for residential household common waste. No hazardous waste, electronics, appliances, construction debris, or furniture is to be disposed of or placed in any trash room or dumpster location.

### **POOL AND SPA**

1. Rules for use of the pool and spa, based on local ordinances, are posted, and must be observed.
2. All guests must be accompanied by a resident.

3. 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 a 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.
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 that users receive a tutorial from association staff prior to operating the lift.

## **FOOD SERVICES**

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 residents or guest(s) during meals is allowed. In accordance with the limitations of the alcoholic beverage license, no sales of beer, wine or hard liquor by the bottle for consumption outside of the restaurant is permitted.

Individuals bringing bottles of wine into the dining room should give them directly to the Dining Room Manager or place them on their table to be opened and served.

## **CELL PHONES/ELECTRONIC DEVICES**

The use of cell phones and *other electronic devices* in the dining room is permitted provided that the devices is muted with sound/ringer off. Guests should be reminded to silence their cell

phones before entering the dining room. Residents/guests must excuse themselves from the dining room if using an electronic device for a voice call.

## DINING ROOM DRESS CODE

### **Breakfast, Lunch, and Sunday Brunch:**

Swimwear, or clothing that is soiled, torn, tattered, or containing inappropriate language or depictions is prohibited.

### **Evening Meals:**

Warm-up suits, sweatpants, sweatshirts, tee shirts, shorts, short pants above the knee, swimwear, athletic wear, sports attire, flip-flops, and any clothing containing obscenity, inappropriate language or depictions are prohibited. Denim jeans that are faded, torn ripped, tattered, frayed, baggy or sagging are also prohibited.

Children aged 12 and under are not required to adhere to dress code policy for adults but must instead be required to wear age-appropriate clothing.

The Dining Room Manager has the responsibility to ensure adherence with the dining room dress code policy. Any questionable attire worn in the dining room will be assessed by the dining room manager on duty and shall have the authority to decide 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 will 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.

Meal credits may not be shared.

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 Rules of Use

1. The maximum number of guests at meals is limited to six (6) per couple or seven (7) per single resident for a total of eight (8) people per sitting.
2. 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.
3. The maximum number of meal credits permitted to be used at a single meal is eight (8) credits, with the exception of Sunday Brunch guest charges. Additional charges will apply to parties larger than eight (8).
4. Owners/residents may not transfer meal credits to other owners/residents.
5. Charges for meals are:
  - 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.

Special Event Appetizer Buffet/Bar without meal – 1 meal credit charge.

Special Event Appetizer Buffet/Bar with meal – 1 meal credit charge only.

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 those

resident's 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/owner's 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.
11. Steak Surcharge – For room service and to-go meals that include any filet mignon steaks, a maximum of two (2) steaks may be ordered per day. Additional orders that include steaks must be charged a surcharge at the current rate. Applies only to room service and to-go meals.

## REMOVAL OF FOOD FROM THE DINING ROOM

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

Food items may not be removed from the dining room during Sunday Brunch events or from any special Appetizer buffet.

Residents may bring clean personal containers to the dining room for the purpose of taking leftovers remaining from a regular sized meal home (except Sunday Brunch events or from any special Appetizer buffet). At no time are dining or kitchen staff members permitted to handle personal containers, nor are personal containers permitted in the kitchen food preparation areas.

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

1. Scooters are not allowed in the dining room during dining hours.
2. During dining hours, scooters must be parked in designated areas.
3. Electric/Motorized wheelchairs designed to be seated at the table are acceptable in the dining room.
4. When dining reservations are made, scooter users may request provision of a wheelchair, which will be noted on the Reservation Roster.
5. Employees cannot assist residents in transferring from a scooter to a wheelchair.
6. 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 must 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 vehicles with the association within 30 days of move-in and make 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.

Only licensed and currently registered vehicles are permitted to be parked or stored on association property. Vehicles must maintain current state registration and display 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 must 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 must 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.
- Parking vehicles for a term greater than 72 hours in visitor spaces requires written authorization of the board of directors or its agent.
- 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.

## 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 K of the golf cart carport area.
- Car washing may only be performed at the east parking area located at the storage sheds.

Violations of parking rules and regulations may result in a written notice of parking violation and subsequent fines as outlined in the Rules Enforcement Policy.

## TRANSPORTATION

1. All scheduled transportation provided by Association vehicles is at no cost to residents except for any trips of 30 miles or more round trip and will be charged at the current rate per person.
2. Private transportation will be charged at the current published rates.
3. Charges for guests attending events will be at the current published rates for each zone:
  - Zone 1 - 5 to 10 miles round trip with a minimum of 8 passengers to include the San Marcos area.
  - Zone 2 - 11 to 30 miles round trip with a minimum of 8 passengers covering Escondido, Carlsbad, Oceanside, Encinitas, Solana Beach and Vista.
  - Zone 3 - 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 - 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 are limited to one (1) guest unless space is available for additional guests in the private transportation.
5. Residents failing to cancel use of private transportation at least 48 hours prior to an event may be subject to a cancellation fee.

## 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 along with adequate footwear.

### COMMON AREA ENTRY ALCOVE

Residents may decorate their entry alcove. An entry alcove is defined as the floor space and walls outside each unit's entry door extending to the first corner of the wall on each side of the door. 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 within 15 days following the holiday.

## SIGNS

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

## BULLETIN BOARDS

Residents may place advertisements on the bulletin boards of each laundry room. All other bulletin boards are for official association use only.

## COMMUNICATION – RESIDENT TO RESIDENT

Resident sponsored event flyers may be distributed 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 in Chateau common areas. All guests 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 stays of 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 or other areas as designated by the association.

## RESIDENT CONDUCT

Residents are asked to treat others in the community with respect. Abusive language or inappropriate behavior may be subject to disciplinary action.

## 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, under an owner's control, 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, *Bistro*, 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 contain a pet/animal safely and securely.
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 Board of Directors for reasonable accommodation to permit a service animal 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 waste must be placed in sealed containers or plastic bags and properly disposed of at collection bins located in the dog park and designated areas around the Chateau property. Residents must only use designated areas for their pets/animals to relieve themselves. Patios/decks are not permitted to be used for pet relief.
8. Owners will be responsible for maintenance, including cleaning and/or repair of common areas, as may be required due to the 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. 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.
2. A flag must be of a size no larger than three feet by five feet.
3. A metal or wood flagpole must be no longer than six feet in length.
4. Metal brackets must 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 flags on walls or from railings is not acceptable.
5. No trees or other landscaping may be moved to accommodate the Flag.
6. Display of a flag must not obstruct the view of another unit.

## STORAGE

Residents must use the storage areas provided adjacent to patios, decks, or carports. Patios, decks, and carports are not to be used for storage of boxes, trunks, or other similar items.

## NO LIFT POLICY

Employees of Chateau Lake San Marcos Association may not assist, by lifting, those independent living residents who have fallen. 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 who retain any private duty personnel, whether paid or unpaid, including, but not limited to, caregivers, companions, or nurses, are required to complete registration form for each of the private duty personnel. This form must be updated 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 while in the common areas.

## 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 water and gas plumbing fixtures.

## **RULES AND REGULATIONS FOR THE PUTTING GREEN**

1. This is a putting green ONLY. No chipping is allowed on the fringe or the rough.
2. 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 herein. Putters and balls may be checked out from the concierge desk during regular business hours at no charge.
3. Please be courteous to other players on the green.
4. Only putters can be used to move the ball.
5. No running, horseplay, or sliding on the putting green surfaces, gardens, or mulch areas is allowed.
6. 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.
7. Please keep the area clean and return any flagsticks that you remove back to their original location.
8. Please place all bags or other equipment under the trellis seating area.

## **RULES ENFORCEMENT AND POLICY**

### **CHATEAU LAKE SAN MARCOS HOMEOWNERS ASSOCIATION** a California nonprofit mutual benefit corporation

This policy is an Operating Rule as defined in the Davis-Stirling Common Interest Development Act and, to the extent it conflicts with any previous Operating Rules, supersedes and prevails over such previous rules. All Operating Rules, whether characterized as rules, polices, procedures and otherwise are subject to the provisions of the First Amended and

Restated Declaration of Covenants, Conditions and Restrictions for Chateau Lake San Marcos Homeowners Association, currently in effect for this Association.

## ARTICLE 1: ENFORCEMENT AND FINE POLICIES

Contingent upon the nature, seriousness and history of the violation, the Association will generally adhere to the following enforcement procedures but the Board of Directors ("Board") is not required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law and the governing documents, determine what remedy to pursue and at what time. Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Immediate legal action may be sought in the form of a temporary restraining order ("TRO") and/or preliminary injunction where appropriate.

### 1.1. Enforcement Procedure.

- a. *Report of Alleged Violation:* Any Member, resident, director, manager or rules enforcement personnel claiming a violation occurred must submit a written report to the Board at a Board meeting, or to the Association's community manager during regular business hours. A sample Alleged Violation Report is attached as Exhibit A to this policy which may, but is not required, to be used. No verbal or anonymous reports will be considered unless the information can be independently verified. If directly witnessed, alleged violations may also be reported by the community manager or Board members. All written reports will be held in confidence to the extent practicable and permissible by law. However, in the event the Member alleged to be in violation exercises their right to due process; they may have the right to examine the evidence against them and discover the identity of the person who reported the alleged violation. Members are responsible for violations of the governing documents committed by their family members, residents, tenants, agents and guests.
- b. *Courtesy Notice:* After receipt of a reported violation, the Association may issue a courtesy notice of the alleged violation to the responsible Member. The courtesy notice will identify the alleged violation and will request that the Member cure the same within a stated deadline, which will be a reasonable period of time, considering the nature and seriousness of the alleged violation. Depending on the seriousness of the alleged violation, no courtesy notice or warning is required to be given before the Board initiates disciplinary action.
- c. *Determination of Merit:* Prior to imposing a fine or other disciplinary action, the Board must determine if an alleged violation appears to have merit. Nothing in this

policy obligates or requires the Board or authorized enforcement committee to take any action against individual Members. The Board, in making this decision, will take into account the facts of each circumstance and determine the costs and benefits of taking action.

- d. *Notice of Alleged Violation:* If the violation is not cured by the deadline imposed in the courtesy notice, or if the Board determined to not send a courtesy notice, the Board may send a notice of intent to impose discipline to the Member stating the nature of the alleged violation(s), the provision(s) of the governing documents violated and the Member's right to appear before the Board at a hearing. The notice of intent to impose discipline will be provided to the Member at least ten (10) calendar days by either personal delivery or individual delivery, before imposing a monetary penalty (fine) and/or any other discipline. The notice must include the date, time, and place of the hearing. The notice must also inform the Member that they can cure the alleged violation before the hearing and include information about how and when the alleged violation can be cured. The notice must also inform the Member that if curing the alleged violation will take longer than the time between the notice and the hearing date, the Member can provide a financial commitment to cure the alleged violation. A sample Notice of Intention to Impose Discipline is attached to this policy as Exhibit B. This notice may, but is not required, to be used.
- e. *Hearing in Executive Session:* All disciplinary hearings with the Board will be held in executive session and may be in person, by videoconference, and/or teleconference. The Member responsible for the alleged violation may be heard, orally or in writing and may present documents. The Board may, but is not required to reschedule the disciplinary hearing if the Member is not available to attend. Unless the Board determines to reschedule the hearing, the hearing will occur if the Member fails to respond to the hearing notice and/or appear at the hearing.
- f. *Take Action:* If the Member cures the alleged violation before the hearing in the manner set forth in the hearing notice or in a manner otherwise acceptable to the Board, or provides a financial commitment to cure the alleged violation, the Board will not impose disciplinary action. If the Member is found to have violated the governing documents, the Board may take any appropriate action allowed under the governing documents or the law, such as:
  - i. Sending a "cease and desist" letter;
  - ii. Imposing one or more monetary penalties (fines) per violation;
  - iii. Allowing the Member additional time to correct any ongoing violations;

- iv. After further notice and hearing, imposing a reimbursement assessment upon the Member for the costs and expenses of gaining compliance, including attorneys' fees, when allowed by the governing documents or law;
  - v. Suspending membership privileges, such as recreational common area use rights (but not Member voting rights), effective no sooner than five (5) days after the notice of disciplinary action required by Civil Code § 5855(f) or any successor statute;
  - vi. Initiating Internal Dispute Resolution and/or Alternative Dispute Resolution in the manner provided by the Association's governing documents and the law;
  - vii. Seeking any legal remedy, including, without limitation, seeking a restraining order and/or injunctive relief, or imposing a lien and/or foreclosing on the Member's property, where allowed by law;
  - viii. Taking no disciplinary action when circumstances warrant.
- g. *Give Notice of Decision:* The Member, but not the complaining party, must be notified of any disciplinary action taken by the Board within fourteen (14) days following the action. If, after the hearing, the Board and Member are not in agreement, the notice must inform the Member that they can request Internal Dispute Resolution in the manner provided by the Association's governing documents and the law.
- h. *Agreement After the Hearing:* If, after the hearing, the Board and Member are in agreement about how to resolve the violation, the Board must draft a written resolution. The written resolution will be binding on the Association and judicially enforceable so long as it is not in conflict with the law or governing documents, and is signed by the Board and the Member.

## 1.2 Monetary Penalty (Fine) Schedule and Policies.

The fine schedules for violations are as set forth below.

- a. One Hundred Dollars (\$100.00) per violation. "Violation" means each occurrence of noncompliance with the Association's governing documents.
- b. Any violation that may result in an adverse health or safety impact on the common area or another Member's property:

- i. For the first violation, the responsible Member will be subject to a monetary penalty not to exceed \$5,000.00.
  - ii. For the second violation of the same provision of the governing documents, the responsible Member will be subject to a monetary penalty not to exceed \$7,500.00.
  - iii. For the third or subsequent violation of the same provision of the governing documents, the responsible Member will be subject to a monetary penalty not to exceed \$10,000.00.
  - iv. Before imposing a fine pursuant to this subsection (b), the Board must, at an open Board meeting, make a written finding specifying the adverse health or safety impact.
- c. All monetary penalties (fines) are due upon notice given and are delinquent fifteen (15) days after they become due. Late fees and interest will not be charged for fines.

### 1.3 Reimbursement Assessment.

If a violation is found which causes the Association to incur a financial obligation or expense, then the Member responsible for the violation will be subject to a reimbursement assessment in the amount of the obligation or expense incurred by the Association after proper notice and a hearing to the extent allowed by the governing documents or law. Reimbursement assessments are due within 30 days after providing notice to the Member and are delinquent fifteen (15) days after they become due.

### 1.4 Remedies.

The violation procedures in this policy are separate from, and not a prerequisite to, legal proceedings. The Board has the sole discretion to determine whether to pursue discipline or legal proceedings, or both, in any particular case. If a lawsuit is filed, the Member may be liable for the Association's attorney's fees and costs. Unless prohibited by other governing documents, and when permitted by law, the Association may take legal action or correct, remedy or cure an alleged violation, and seek a reimbursement assessment against the Member, or file a memorandum of costs or motion for attorneys' fees to recover costs, expenses and attorneys' fees incurred by Association.



**Exhibit “B”**  
**NOTICE OF INTENTION TO IMPOSE DISCIPLINE**

To Member: \_\_\_\_\_

Please be advised that you are given notice that the Board of Directors (“Board”) will hold a hearing on:

\_\_\_\_\_ (Date)  
\_\_\_\_\_ (Time)  
\_\_\_\_\_ (Place)  
\_\_\_\_\_ (Other i.e., Zoom)

To consider the imposition of a monetary penalty (fine), suspension of membership privileges, such as the right to use recreational common area, but not Member voting rights, or other permissible discipline or action against you concerning an alleged violation of the Association’s governing documents, that is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You have the opportunity to cure the alleged violation prior to the hearing. If you cure the alleged violation prior to the hearing, the Board will not impose discipline. If curing the alleged violation will take longer than the time between the date of this notice and the hearing and you provide a financial commitment to cure the alleged violation, the Board will not impose discipline.

You may attend the hearing and be heard orally or in writing before the Board. The hearing will be held in executive session whether you are present or not and whether you contest the alleged violation or not.

Please acknowledge your receipt of this notice and indicate by checking one of the boxes below whether or not you will contest the alleged violation.

Very truly yours,

BOARD OF DIRECTORS

I acknowledge receipt of this notice and:

I do not oppose the alleged violation.

I oppose the alleged violation.