

*Chateau Village
Community Association*

Rules and Regulations

2009

CHATEAU VILLAGE COMMUNITY ASSOCIATION

RULES & REGULATIONS

THE FOLLOWING RULES AND REGULATIONS HAVE BEEN ADOPTED BY THE BOARD OF DIRECTORS OF THE CHATEAU VILLAGE COMMUNITY ASSOCIATION (the "Association").

IT IS VERY IMPORTANT THAT YOU FAMILIARIZE YOURSELF WITH THESE RULES AND REGULATIONS. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO INFORM GUESTS/TENANTS OF THESE RULES AND REGULATIONS. THE PROPERTY OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS/TENANTS.

ADDITIONAL COPIES OF THESE RULES AND REGULATIONS MAY BE OBTAINED BY CALLING THE MANAGER'S OFFICE DURING BUSINESS HOURS;

The Board of Directors of the Association has established the following RULES AND REGULATIONS. They are intended to help insure the HEALTH, SAFETY, COMFORT and ENJOYMENT of all who live here and utilize the recreation and other facilities located within the Chateau Village Project ("Chateau"). Common areas within Chateau include lawns, sidewalks, pools and other recreational facilities, driveway and parking lots.

1. GENERAL

- 1.1 The Living Units are to be used for residential purposes only. No trade or business whatsoever may be conducted within the Chateau Project.
- 1.2 Obnoxious or offensive activity which disrupts tranquility or disturbs other residents is not permitted at any time.
- 1.3 All residents, whether owner or tenant, must be registered with the Association. Registrations forms may be obtained from the Manager.
- 1.4 No sign or billboard of any kind shall be displayed on any property except for one (1) sign for each house of no more than eighteen (18) by twenty-four (24) inches placed within the Living Unit, advertising the property for sale or rent.
- 1.5 No change shall be made to the exterior design of any structure without written approval from the Board of Directors. This includes fences, ornamental screens, awnings, screen doors, patio covers, sunshades, porches, decks, solar collectors, satellite dishes, covered parking conversions, walls, outbuildings, roof coverings, chimneys, in ground spas and gazebos, and other modifications which would affect appearance, safety, access of the Common Area. Any proposed change must be submitted in writing to the Property Manager, who will forward it to a member of the Board of Directors.
- 1.6 All rubbish, trash and garbage shall be regularly removed from the Living Units by the Owners or Tenants thereof and shall not be allowed to accumulate thereon.

- 1.7 Trash shall be placed in designated covered containers throughout the complex. Open containers such as paper sacks, boxes and unsecured plastic bags shall not be used.
- 1.8 There shall be no clotheslines, refuse containers, woodpiles, storage areas, machinery outside the walls of the Living Unit.
- 1.9 In the event an Owner fails to maintain his or her Living Unit or Exclusive Use Area or make repairs thereto in such manner as shall be deemed necessary in the judgment of the Board of Directors to preserve the attractive appearance of the Chateau and protect the value of other property therein, the Board shall give written notice to such Owner, stating the particular maintenance or repair required to be done, and requesting that the work be carried out within a period of thirty (30) or sixty (60) working days from the giving of such notice (time period depends on nature of work required). In the event the Owner fails to carry out the requested maintenance or repair within the period specified by the notice the Board shall cause such work to be done, and the cost thereof shall be added to the Owner's assessment.
- 1.10 No structure of a temporary character, including, but not limited to, trailers, tents, campers, motor homes, boats, shacks, or other building shall be used on any property, at any time, as a residence, either temporarily or permanently.
- 1.11 Residents are responsible for the actions of their guests who use the Common Area, including the recreation facilities. This includes parking violations, damage and nuisances caused by pets, and damages to any of the facilities.
- 1.12 No bicycles, skateboards, motorbikes, cars, trucks, vans, or other vehicles are allowed on sidewalks or lawns at any time.
- 1.13 No garbage, trash, junk or anything that creates an unkempt appearance is permitted in the Common Area, except that all refuse must be deposited in the appropriate containers.
- 1.14 Clothes, towels, rugs, draperies, etc., shall not be hung on railings, fences, or other contrivances within view of other homeowners.
- 1.15 No activity is permitted which would damage or deface the grounds, walkways, and improvements in the Common Area. This includes the destruction of grass, shrubs, trees, sprinklers, light fixtures, walls, etc. Individuals who are responsible for such damage to project property will be expected to fully reimburse the Association for all expenses incurred in the replacement or restoration of damaged items. Owners will be held responsible for the actions of their guests/tenants and may be fined for violations.
- 1.16 Radios, Stereos, musical instruments, party activities, car horns, and other noise sources must be restricted at all times to a level that is not disturbing to residents. Noise problems may be reported by any resident, in writing, to the Board of Directors for corrective action.

- 1.17 Any activity which constitutes disturbing the peace or creating a public nuisance as determined by the Board of Directors is prohibited and the Board of Directors may take corrective action.
- 1.18 Insurance deductible payments under the Association master policy arising from the Common Area and which are caused by owner negligence will be assessed to that Owner.

2. VEHICLES

- 2.1 No trailer, camper, boat, recreation vehicle or similar equipment shall be permitted to remain on any property within the project.
- 2.2 Broken down, inoperative, "junk" vehicles shall not be allowed in the project or on the Common Area, including parking facilities, at any time. If such equipment remains in a prohibited area, a notice will be sent to the person(s) in custody of it, requiring the removal within forty-eight (48) hours from receipt of such notice, after which time the Board may have the item towed away at the expense of the owner or person(s) having custody.
- 2.3 No vehicle overhaul, maintenance work, car washing or oil change is permitted in any area.
- 2.4 No parking is allowed in the red or yellow zones at any time. Owners of vehicles parked in these zones will be fined \$25.00 and are subject to being towed away without notice at the expense of the Owner or person(s) have custody.
- 2.5 Any vehicle wrongfully parked in any homeowner's reserved parking space, or any vehicle that is parked in an unauthorized or undesignated location, will be towed away at the violator's expense.
- 2.6 The speed limit in Chateau is 15 MPH. Violators will be fined.
- 2.7 The careless or reckless operation of any vehicle at Chateau is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle are expected to fully reimburse the party suffering the damage for the repair of that damage and may, in addition, be fined by the Board of Directors.
- 2.8 Vehicles shall only be parked on paved parking areas.
- 2.9 No vehicle shall be parked so as to impede the normal flow of traffic or block access of other residents' parking.
- 2.10 Oversized commercial vehicles, including, but not limited to, dump trucks, trailer trucks, construction equipment, and similar items shall not be parked within Chateau.

- 2.11 Dirt bikes or similar unlicensed vehicles will not be operated anywhere in the project, including the parking lots.
- 2.12 Licensed motorcycles anywhere in Chateau shall be operated at LOW RPM/engine speed to minimize noise pollution.

3. RENTALS AND SALES

- 3.1 All leasing of units shall be exclusively for single family use for not less than one month periods. Leasing for gainful occupation, profession, trade or other non-residential use is not permitted,
- 3.2 If a unit is leased, the Owner is responsible for the actions and behavior of the tenant. The Owner must provide the tenant with a copy of the current Rules and Regulations. The tenant will be subject to all Rules and Regulations.
- 3.3 Owners must notify the Manager of the sale or rental of any dwelling. Association membership will not be transferred until registration forms have been completed, for which a fee may be charged.
- 3.4 Any lease for a Living Unit shall be in a form approved by the Board before the Owner leases the property. The lease must comply with these Rules and Regulations and any amendments thereto and with the Conditions, Covenants and Restrictions governing the project.

4. SWIMMING POOL AND SPA

- 4.1 The swimming pool, spa and recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. The owners are held responsible for any damage or misconduct attributable to their tenants and guests, both financially and personally. The hours are from 8:00 a.m. to 10:00 p.m. Gates are to be kept locked at all times.
- 4.2 The Association does not provide lifeguards. All persons using the pool or spa do so at their own risk. The Association does not assume any liability in this regard.
- 4.3 Plates, glasses or other such items must be unbreakable. No glass of any shape will be permitted within the pool or spa confine. This includes lotion bottles, beverage bottles, ashtrays, or drinking tumblers.
- 4.4 Any and all trash or waste is to be deposited in cans provided. Beverage can tabs and cigarette butts are included in waste under this paragraph.

Children may not have pool or spa guests with the exception of those children included with adult house guests.

- 4.6 Children will adhere to the same standard of behavior as an adult. There will be no rowdiness, noise, jumping, or interference with other leisure swimmers.
- 4.7 Because of the danger it presents to the equipment, no styrofoam object may be used in or around the pool or spa. Rafts will be allowed in the swimming pool provided they are only used for sunbathing. Should there be any rowdiness with the rafts the offending party will be asked to remove it from the pool. Rafts or floats are NOT permitted in the pool during heavy usage periods; these devices reduce swimming space for others.
- 4.8 Radios or televisions taken to the pool or spa area will be kept at low volume so as not to infringe on the rights of other bathers and homes facing the \$01 or spa area.
- 4.9 PERSONS USING SUNTAN LOTION MAY NOT ENTER THE POOL OR SPA BEFORE WIPING OFF EXCESS LOTION.
- 4.10 Persons having a skin disease, sore or inflamed eyes, nasal or ear discharges, or any communicable disease may not enter the pool or spa area.
- 4.11 No running, pushing, cannonballing, or splashing is allowed in the pool or spa area.
- 4.12 Unsafe or offensive conduct is PROHIBITED. Noise level must be kept to your personal area only, so as not to disturb others.
- 4.13 Entrance to the pool or spa area is via the gate ONLY. Scaling the fence is PROHIBITED.
- 4.14 The gate must NOT be blocked or tied in the open position, except as required by maintenance personnel.
- 4.15 Guests must be accompanied by a homeowner or tenant, at all times.
- 4.16 Children under age 16 are NOT allowed in the pool or spa unless accompanied by a person over 21 years of age.
- 4.17 Adjustment of any control regulating the pool, spa, lights or other common services is PROHIBITED.
- 4.18 Waste and other debris must be removed by those creating it. (WASTE CONTAINERS ARE PROVIDED).
- 4.19 No animal (dog, cat, etc.) is allowed inside the pool or spa area or in the pool or spa at any time. Violations of this rule could result in a clean up assessment to the homeowner.
- 4.20 Towels, clothing and other items must be removed when the Owner departs the pool or spa area.

- 4.21 Individuals or groups must NOT occupy the pool or spa or adjoining areas to the effective exclusion of others.
- 4.22 Life saving equipment is for EMERGENCY USE ONLY.
- 4.23 Swimsuit attire must be worn by all persons using the pool and spa. Street clothing will not be permitted in the water.
- 4.24 The furniture in the pool and spa area is used for lounging purposes. Do not stand upon, overturn, scratch, break or use in the pool or spa.
- 4.25 Upon arrival of the pool maintenance crew, pool and spa users are asked to temporarily vacate the pool and spa area until cleaning is completed.
- 4.26 The management may ask anyone not abiding by the above rules to leave the pool or spa area.

5. PETS

- 5.1 NO animals, pets, or poultry may be raised, bred or kept on any part of individually owned or Association owned property with the exception that dogs, cats or other household pets may be kept, provided that they (a) are not more than two in number, (b) weigh no more than thirty-five (35) pounds each, and (c) do not constitute a nuisance or annoyance to residents of the Association.
- 5.2 Wild animals, livestock, or poultry may not be kept on any property at any time.
- 5.3 Dogs or other pets shall not be allowed to run loose while unattended on any Common Area property.
- 5.4 Any pet which is exercised off the leash in any Common Area shall be accompanied by a responsible individual who is fully capable of controlling the animal's behavior.
- 5.5 Dog owners shall pick up all waste dropping left by their animal(s) on the Common Area and deposit same to their own trash containers.
- 5.6 Pets are not allowed inside or around the pool or spa area. Pets are not to be tied to the fence while their owners are in the pool or spa area.
- 5.7 No dogs are to be tied to trees, stakes, or any exterior building structure in Chateau.
- 5.8 All dogs and cats kept within the project shall have a current license and name-tag. Loose, unattended dogs, cats or other animals without a license or name-tag shall be reported to the San Diego County Animal Control Division for pickup.

5.9 Residents should report any loose, unattended animal to the Manager as soon as possible providing breed, color, time and location of occurrence and the owner's name and address, if known. Dogs which bark excessively, and any animal which threatens others, or otherwise cause disturbances to residents should also be reported.

5.10 Pet insurance may be required of any pet owner by the Board as a condition of permitting such pet within the project.

6. TENNIS COURT AREA

6.1 The hours are from 8:00 a.m. to 10:00 p.m.

6.2 No bottles, glass containers, food preparations or barbecuing in the area ..

6.3 Littering is prohibited, .

6.4 No pets are allowed in area.

7. INTERIOR DAMAGE ..

7.1 Repair of interior damage is the responsibility of the homeowner and is a matter between the homeowner and his/her insurance carrier.

8. ENFORCEMENT

8.1 THE BOARD OF DIRECTORS SHALL HAVE SOLE AUTHORITY TO ENFORCE THE RULES AND REGULATIONS, INCLUDING THE LEVYING OF FINES FOR VIOLATION OF THESE RULES AND REGULATIONS. ONLY THE BOARD OF DIRECTORS CAN RESCIND A FINE OR DIRECT THAT A FINE NOT BE LEVIED FOR A VIOLATION.

9. PROPERTY MANAGER

9.1 The Property Management Company is:

PT Management Company
P0 Box 600217
San Diego, CA 92160-0217
619-283-7004 Fax 283-0869
E-mail: ptmanagement@juno.com

If the Owner fails to comply strictly with this paragraph, the Association shall proceed in accordance with the provisions of the following Section 24 as though the failure to complete the improvement constituted a non-compliance with approved plans."

Section 24. Inspection of Work. "Inspection of work and correction of defects therein shall proceed as follows:

- (1) Upon the completion of any construction or reconstruction or the alteration or refinishing of the interior of any improvement, or upon the completion of any other work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Board.
- (2) Within sixty (60) days thereafter, the Board, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the Board finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) days period, specifying the particulars of non-compliance.
- (3) If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the Board shall then set a date on which a hearing shall be held before it regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of non-compliance is given to the Owner by the Board. Written notice of the hearing date shall be given at least ten (10) days in advance thereof by the Association to the Owner, in the discretion of the Board, to any other interested party.
- (4) At the hearing the Owner, the Board and, in the Board's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

If a non-compliance exists, the Board shall announce its ruling at the conclusion of the hearing and, promptly thereafter, shall direct the Owner in writing to remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling.

If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board in its discretion may grant, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to either remove the non-complying improvement or remedy the non-compliance. The cost of such actions by the Association shall be added to and become part of the assessment to which such Living Unit is subject.

- (5) If for any reason the Board fails to notify the Owner of any non-compliance within ninety (90) days after receipt of said written notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

Section 25. Completion Bond. The Association shall have the right to require a bond or other assurance that all work shall be completed and that no lien shall attach to the Common Area or the Association Property.

Should you require an architectural application please feel free to contact the Management Company at (619) 283-7004 and one will be provided to you. As always should you have any questions relating to the Architectural Process for the Chateau Village Community Association please feel free to contact your Property Manager for further clarification.