

EXHIBIT A
CHOA Amended and Consolidated Rules and Regulations
SELECTED DEFINITIONS

The following are selected definitions from Article I of the Chinquapin Homeowners Association Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded October 21, 2010 (hereinafter the “CC&Rs” or “Declaration” or “Second Amended Declaration.”) The numbering from Article I (Definitions) has been retained although some sections have been abbreviated, revised or added to fit the context of these rules. See Article I of the Declaration for the complete set of definitions. In the event of any conflict between the provisions of this document and the Definitions at Article I of the Declaration, the Declaration provisions shall control.

Section 1.01. “Architectural Review Committee” or “ARC” means the committee created in accordance with Article V of the CC&R’s.

Section 1.04. “Association” means the Chinquapin Homeowners Association, a California nonprofit mutual benefit corporation, its successors and assigns. The Association is an “association” as defined in section 1351(a) of the California Civil Code.

Section 1.05. “Association Rules” means the rules, regulations and policies adopted by the Board of Directors, pursuant to Section 3.07 of the Declaration, as the same may be in effect from time to time.

Section 1.07. “Board of Directors” or “Board” means the Board of Directors of the Association.

Section 1.09. “Chinquapin Development” or the “Development” or the “Project” or the “Properties”, mean all parcels of real property (Common Areas and Lots) described in the Recitals section of the CC&R’s, together with all buildings, structures, utilities, common facilities, and other improvements located thereon, and all appurtenances thereto. As used in this Declaration, these terms are synonymous with “Properties”.

Section 1.10. “Common Areas”: There are two types of Common Area in the Chinquapin Development: 1) the Project Common Area, which includes all real property owned by the Association for the common use and enjoyment of the Owners; and 2) the Condominium Common Area. The Project Common Area consists primarily of open space areas, and the private roads and courts shown on the Subdivision Maps. The Condominium Common Area consists primarily of the exterior and structural building components of the Condominium Units described at Section 1.10 and elsewhere in the CC&R’s.

Unless the context clearly indicates a contrary intent, any reference herein to the “Project Common Area” shall also include any Common Facilities located thereon. As more particularly described in Section 1.19 of the Declaration, portions of the Project Common Area are designated as Exclusive Use Common Areas whose use and enjoyment are restricted to the Owners and occupants of the Residences that such Exclusive Use Common Areas are physically attached to.

Section 1.12. “Common Facilities” or “Common Area Facilities” means the Dollar Estate Buildings and Carriage House Building, pool, bathroom and sauna areas, Association beach, two mooring piers, swim platform, 132 mooring buoys consisting of weights, lines, floats and associated equipment, tennis courts, volleyball court, NTPUD pump house observation deck, the lake access and hiking trails as shown on the Subdivision Maps and the trees, hedges, plantings, lawns, shrubs, landscaping, fences, utilities, pipes, lines, lighting fixtures, buildings, structures and other facilities constructed or installed, or to be constructed or installed, or currently located within the Project Common Area and owned or maintained by the Association.

Section 1.13. “Condominium” means an estate in real property as defined in California Civil Code section 1351(f), consisting of an undivided interest as a tenant-in-common in a portion of real property referred to herein as the Common Areas, together with a fee interest in space called a Unit, all as shown and described in the Condominium Plan.

Section 1.15. “Condominium Unit”: The portion of a condominium as to which an owner is entitled to exclusive occupancy. The term “Condominium Unit” shall mean numbered Units 117 through 126 inclusive, and 139 through 162 inclusive, as shown on the Condominium Plan which is a part of the Phase 4 Map. ¹ The boundaries of a Condominium Unit are (a) the interior unfinished surfaces (exclusive of paint, paper, wax, tile, enamel or other finishing) of its floors and ceilings at their respective elevations as shown on the Condominium Plan, and (b) the interior unfinished surfaces (exclusive of paint, paper, wax, tile, enamel, or other finishing) of its perimeter walls, windows and window frames, door and door frames, and trim. To the extent that the following are located inside its boundaries, the Condominium Unit includes space and water heating equipment, ducts, flues, pipes, conduits, wires and other utility installations, and excludes bearing walls and structural frame work to their unfinished surfaces. Each Condominium Unit includes both the portions of the building so described and the air space so encompassed.

Section 1.19. “Exclusive Use Common Areas” or “Exclusive Use Areas” or “EUAs”, means those portions of the Project and Condominium Common Areas described below:

a. Townhouse Units - Exclusive Use Common Areas include the following improvements or facilities that are, or may be, set aside and allocated for the exclusive use of one of the Townhouse Residences, which are appurtenant to the Townhouse Residence owned by its Owners, and include parking spaces, storage spaces, carports, exterior decks, steps, and porches, or those portions thereof, that lie outside of the boundaries of any Townhouse Residence Lot, whether or not a portion of any improvement that extends beyond the boundaries of the Lot are above or in contact with the Project Common Area land below.

b. Condominium Units - Exclusive Use Common Areas include, without limitation, window boxes, door steps, stoops, porches, enclosed patio areas, decks, exterior doors, door frames, and hardware incidental thereto, screens, windows, parking spaces, and storage spaces, which are, or may be set aside and allocated for the exclusive use of one or more, but fewer than all of the Owners, and which are appurtenant to the Condominium Units owned by said Owners, all as may be more particularly designated on the Condominium Plan.

Section 1.20. “Governing Documents” is a collective term that means and refers to the Second Amended Declaration and to the CHOA Articles, Bylaws and Association Rules.

Section 1.22. “Lot” or “Residence Lot” means any parcel of real property designated by a number on the Subdivision Map, excluding the Project Common Area. When appropriate within the context of this Declaration, both terms shall also include the Townhouse Residences, Condominium Units and other Improvements constructed or to be constructed on a Lot.

New. “Management” means both the personnel employed by the Association's third party management and maintenance company, also known as the CHOA Management Company and the Association's employees including its General Manager.

Section 1.24. “Member” means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to Section 12.06 of the Declaration.

Section 1.26. “Owner” means any person, firm, corporation or other entity which owns a fee simple interest in any Lot. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. Homeowner is synonymous with Owner.

Section 1.32. “Residence” means a private, single-family dwelling of townhouse or condominium design constructed on a Lot.

Section 1.33. “Single Family Residential Use” means occupancy and use of a Residence for single family dwelling purposes in conformity with the CC&R's and the requirements imposed by applicable zoning or other applicable laws or governmental regulations limiting the number of persons who may occupy single family residential dwellings. ‘Time-share’ type of ownership or occupancy is prohibited per Section 2.02 of the Declaration.

Section 1.37: “Townhouse Unit”. The Association recognizes a total of 156 Townhouse Units in the Chinquapin Development.² The Owners of Townhouse Units own the land and all structures built within and above the boundaries of their Lot. Townhouse Unit Owners own all exterior and interior elements of their residences and all other improvements on their Lots. The Lot boundaries for Townhouse Units may be outside of the foundation and exterior walls of the Units, so that portions of some exterior improvements, such as decks and entry steps, may be partially located within or above the boundaries of a Townhouse Unit Lot, with other portions of such improvements located outside the boundaries of the Townhouse Lot, and on or over portions of the Project Common Area. The portions of such improvements that are located within or above the Townhouse Lot boundaries are owned by the Owner. The portions of such improvements that are located outside of the Lot boundaries and on or over the Project Common Area, are not owned by the Townhouse Unit Owner, but are considered the Lot Owners' Exclusive Use Common Areas, as defined in Section 1.19(a) of the CC&R's. Although Townhouse Unit Owners own all interior and exterior elements of their residences, the Association has extensive architectural review and control authority, and extensive maintenance responsibilities for the Townhouse Units as set forth in Articles V and VI of the Declaration. Pursuant to Article VI, even though the Townhouse Unit Owners own all improvements on their Lots, the building exteriors, including roofs, walls, and decks, are generally maintained by the Association. Pursuant to Article V, if proposed improvements by a Townhouse Unit Owner can be seen or heard from outside their Lot, the proposed improvement is generally subject to architectural review and control by the Association.

Section 1.38 “Unit”: Includes townhouse and condominium Units.