

CHINQUAPIN HOMEOWNERS ASSOCIATION
AMENDED AND CONSOLIDATED RULES AND REGULATIONS

May 26, 2012

TABLE OF CONTENTS

INTRODUCTION

- I. OWNER UNIT AND EXCLUSIVE USE AREAS**
- II. COMMON AREA USE**
- III. VEHICLE PARKING**
- IV. BOAT, BUOY AND PIER AREAS**
- V. SMALL, NON-BUOYED WATERCRAFT, TRANSPORT AND WINTER STORAGE**
- VI. BEACH, PIER, POOL AND TENNIS AREAS**
- VII. DOLLAR HOUSE**
- VIII. ARCHITECTURAL REVIEW OF REMODELING AND LANDSCAPING IMPROVEMENTS**
- IX. AMENDMENT**

Certificate of Secretary

EXHIBITS

- Exhibit A: Selected Definitions**
- Exhibit B: Enforcement Procedures**
- Exhibit C: Grounds Planting/Landscape Guidelines**
- Exhibit D: Chinquapin Map of Parking Designations**
- Exhibit E: Sample Buoy License Agreement**
- Exhibit F: Dollar House Rules and Fee Schedule**
- Exhibit G: General Schedule of Fines and Penalties**

INTRODUCTION

Pursuant to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Chinquapin Homeowners Association adopted September 29, 2010, and recorded October 21, 2010 (hereinafter the “CC&Rs”, “the Declaration” or the “Second Amended Declaration”), the Second Amended and Restated By-Laws of Chinquapin Homeowners Association adopted September 29, 2010 (hereinafter “By-Laws”), the following Amended and Consolidated Rules and Regulations (hereinafter the “Rules”) have been adopted by the Board of Directors of the Chinquapin Homeowners Association (“CHOA”), and are effective as of _____ . The Declaration, By-Laws, and Rules are hereinafter referred to as the “Governing Documents” or “GDs.”

All terms in Initial Capital Letters have the same meaning as in Article I of the CC&Rs/Second Amended Declaration (Definitions). Selected definitions from Article I are attached hereto and incorporated herein as Exhibit A. Some of the definitions in Exhibit A have been added or modified slightly to fit the language or context of these Rules.

I. OWNER UNIT AND EXCLUSIVE USE AREAS

A. Each Owner shall keep his/her unit and any Exclusive Use Common Area appurtenant to the Unit in good condition in accordance with the Governing Documents. Exclusive Use Common Areas are also referred to as Exclusive Use Areas, or EUAs. Exclusive Use Common Areas consist solely of those items that are defined and identified as such in the CC&Rs and/or these Rules, or other Governing Documents. They specifically do not include items such as Common Area roads, pathways, stairs, or similar items that are not immediately adjacent to and intended for the exclusive use of a single Residence.

B. Other than snow removal, no Owner shall throw or permit to be thrown any substance from windows, balconies, decks or doors of his/her unit.

C. No towels, clothing or related objects shall be hung or draped over any porches or deck railings.

D. No changes, alterations, additions to or removal of any portion of EUAs shall be undertaken without the prior written approval of the Architectural Review Committee (“ARC”).

E. One satellite dish per unit is allowed and will be installed and maintained in accordance with the ARC's satellite dish guidelines. Owners are encouraged to share satellite dishes with adjacent Owners whenever possible.

F. Outside storage in EUAs of a permanent or semi-permanent nature is limited to tables, chairs, barbeques and firewood. Bicycles, small water-craft and toys may be stored under lower decks, preferably in basements or enclosed under-deck storage areas. Storage of any other personal items is not allowed in EUAs.

II. COMMON AREA USE

A. No changes, alterations, additions to or removal of any portion of the Common Area shall be undertaken except by the CHOA. Unless specifically stated otherwise, the Common Area means the Project Common Area.

B. No Owner shall cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any living tree, plant or other vegetation located in any portion of the Common Area without the prior written consent of the CHOA. The CHOA Grounds Planting and Landscape Guidelines are attached hereto as Exhibit C. Any request for landscape changes in the Common Area must be made in writing to the Grounds Committee using the Grounds and Landscape Alteration Application which is available on the CHOA Website or at the CHOA Maintenance Company office. Exhibit G hereafter includes a specific fine schedule for unauthorized cutting or pruning of Common Area shrubs.

C. Sidewalks, entrances, roadways, stairways and any other common access elements shall not be obstructed or used for any purpose other than ingress to and egress from the various units.

D. Owners and guests shall observe and obey any and all signs regulating vehicular conduct including but not limited to a speed limit of 15 mph on all Common Area roadways.

E. No wheeled vehicles of any type are permitted on the entirety of the beach path and/or Chinquapin trail.

F. Pursuant to section 7.06 of the CC&Rs regarding Household Pets, dogs are required to be on leash at all times in those areas of the Common Area in which they are permitted, including the beach path and Chinquapin trail. Owners are responsible for cleaning up and properly disposing of any and all animal waste created by their dogs. Guests, invitees and renters are prohibited from bringing any Household Pets into the Common Area at any time.

III. VEHICLE PARKING – the following are in addition to or enhancements of the restrictions set forth in Section 7.17 of the CC&R's.

- A. Chinquapin Map of Parking Designations – Designated parking areas in Chinquapin are shown on Exhibit D attached hereto. The Map is also available on the CHOA website.
- B. All parking related administration is coordinated through the CHOA Management Company.
- C. The CHOA Management Company will issue Chinquapin vehicle stickers and/or placards for Owners and their family members.
- D. Stickers are to be applied and displayed on the lower left windshield of all Owner vehicles. Placards are to be hung from the rear view mirror.
- E. Stickers and placards will be correlated to Owner unit numbers.
- F. Upon request, Chinquapin Owners may also be issued two guest placards which must be displayed by guests at all times when their vehicles are on the Chinquapin property.
- G. Renters will be required to obtain and display visitor parking passes with dates exactly correlated with their rental agreement from the CHOA Management Company.
- H. During major holiday periods, unit specific signs will be posted in congested areas. Vehicles not belonging to Owners owning the units specified on the signs must be parked in the Overflow Parking Areas designated on the Map of Parking Designations.
- I. Half lines may be painted (in a muted color) in some parking areas to better utilize the space.
- J. In the event Owners observe a violation of any of the Parking Rules, they are directed to contact the CHOA Management Company regarding offending vehicle(s). The CHOA Management Company will assist by contacting offending vehicle owners to ensure conformance with the Rules.
- K. Parking is permitted in designated parking areas only.
- L. Fire lanes shall be kept clear of unattended vehicles at all times.

M. No vehicle belonging to any Owner, their renters, guests or invitees, shall be parked in a manner that would impede or prevent ready access to paths or steps or stairways leading to any unit at Chinquapin.

N. In the event an Owner, their renters, guests or invitees, has two cars on the Chinquapin property, they will be required to use the overflow parking areas for any additional vehicles brought onto the property.

O. No motorhome, trailer, motorcycle, motor scooter, motorized all-terrain vehicle, moped or snow mobile may be operated or stored on Chinquapin property.

P. Owners are prohibited from operating or storing golf carts on the Chinquapin property without written CHOA approval.

Q. No boats on trailers, boat trailers or trailered motorized vehicles may be parked in the Common Area with the exception of Owners with carports who may park their boat, boat trailer or trailered motorized vehicle in their carport if it does not extend beyond the entrance to the carport.

R. Unless specifically approved by the CHOA Management Company, no parking is allowed outside of designated parking spaces at the Dollar House, beach, pier, tennis court or pool areas, except for loading and unloading purposes and not to exceed 5 minutes.

S. Except for Owners and their renters with carports, any vehicle which will be parked and not driven for one week or more shall be parked in the Overflow Parking Areas designated on the Map of Parking Designations.

T. Parking spaces that are permanently numbered are for the exclusive use of the Owner that owns the unit associated with the numbered space, and their renters, guests or invitees associated with the numbered space.

IV. BOAT, BUOY AND PIER AREAS

A. Each Owner will receive a buoy request form that includes the amount of annual buoy fees from the CHOA Management Company prior to each annual boating season.

B. The Board, in cooperation with the CHOA Management Company, will approve the Buoy License Agreement (Exhibit E hereto) each year prior to the boating season. The Agreement may be modified by the Board for items such as the annual fees for buoys, and so long as any changes in the Buoy License Agreement are consistent with these Rules and the other Governing Documents. Such changes may be made without the thirty (30) day review process described at

California Civil Code § 1357.100 et seq. The Buoy License Agreement is a contract that must be executed by the Owner, rather than a “rule” subject to those statutory requirements.

C. Owners must furnish the CHOA Management Company with a copy of the registration and proof of insurance on each boat for which they are requesting a buoy. Owners must also complete the Buoy License Agreement, and return it in the time period specified by the CHOA Management Company.

D. Any Owner that is delinquent on any CHOA dues or assessments may be denied buoy field and/or pier use privileges by the Board. Further, if an owner becomes delinquent after they have paid their buoy fees and started using the buoy field, the Board may, after notice and hearing, suspend the owner’s right to use the buoy field and pier and, in its discretion, apply all or part of the buoy fees paid by the Owner to the delinquent assessments.

E. Upon timely receipt by the CHOA Management Company of a fully completed Buoy License Agreement accompanied by a current copy of the boat registration, the required insurance information for the Owner’s boat that will be placed on the buoy, full payment of the fee, and confirmation that the Owner is current on all CHOA assessments, the Owner will be issued a Chinquapin boat sticker. Boat stickers must be visible with and without boat covers on. They are to be placed either on the lower left corner of the windshield or the hull immediately beneath the windshield area of each boat.

F. Boats longer than 27’ inclusive of any extensions or swim platforms will be specifically evaluated by the CHOA Management Company prior to approval and for proper positioning in the buoy field if approved.

G. An Owner request for more than one buoy per unit will be considered by the Board of Directors, annually, depending upon buoy availability.

H. Renters will pay a fee to receive the right to use a buoy and visitor passes with dates exactly correlated with their rental agreement will be obtained from the CHOA Management Company.

I. Owner guests may procure visitor day passes and buoy access from the CHOA Management Company and will be responsible and liable for the actions of any guests who use and access Chinquapin as a result thereof. Owners must notify the pier person that they have a guest coming to the pier.

J. Owners, renters with valid visitor passes and Owner guests with valid visitor day passes may use the Chinquapin piers for docking of boats pursuant to the rules.

K. Boats or personal watercraft that do not exhibit a current Chinquapin sticker or valid visitor pass will not be permitted in the pier and buoy field areas.

L. Boats are not to be left at the pier unattended at any time without the prior approval of the CHOA Management Company.

M. Any boat left at the pier without an Owner's sticker or a valid visitor pass may be immediately towed at the boat owner's expense.

N. Any unauthorized use of a buoy shall result in an automatic fine pursuant to Exhibit G. Immediate removal of the boat or watercraft from the buoy by the CHOA and/or the CHOA Management Company may also occur.

O. Owners are responsible for knowing and observing all TRPA, Coast Guard and County Sheriff speed limits and rules and must operate their boats in a safe and prudent manner in and about the pier area and buoy field.

P. Jumping or diving from either of the piers is prohibited at all times.

V. SMALL, NON-BUOYED WATERCRAFT, TRANSPORT AND WINTER STORAGE

A. The CHOA Management Company will distribute stickers that will be registered to each Owner who intends to keep a small, non-buoyed watercraft in the CHOA beach/shoreline area. The sticker is to be placed on the front, left side of the watercraft and must remain visible at all times.

B. Each Owner is required to attach the CHOA approved sticker to any watercraft stored on the beach during the summer. Owner self transport and storage will not eliminate the requirement for an approved registration sticker.

C. As a service to Owners and upon an Owner's request, the CHOA Management Company will transport any small watercraft to and from the shoreline when the buoys are installed in the spring and removed in the fall from the buoy field. Owners must unlock the small watercraft in advance if it is to be transported by the CHOA Management Company. If a watercraft is still secured by a chain or cable when the shoreline is cleared for the winter, the security mechanism will be cut.

D. Owners will be charged a fee for this transport service, as determined by the CHOA Management Company.

E. All transported watercraft will be stored by the CHOA Management Company for the winter. It will use its best efforts to store the watercraft safely. However, neither the CHOA Management Company nor the CHOA shall be responsible for any missing or damaged stored watercraft.

F. Owners must contact the CHOA Management Company to set the date for their watercraft to be returned to the beach when the buoy field is re-installed in the spring.

G. Any small watercraft remaining in the storage area after July 4th may be disposed of by the CHOA Management Company.

H. Watercraft without a valid sticker will not be returned to the beach in the spring until a sticker is obtained and applied to the watercraft.

I. Any small watercraft that has not been removed (either by the Owner or the CHOA Management Company at the request of the Owner), prior to the removal of the buoy field, will be removed and stored by the CHOA Management Company. In such instances, the Owner will be charged a fee in an amount to be determined by the CHOA Management Company, which may sever any security device inhibiting transport.

J. Owners are solely responsible for securing their small watercraft at all times. Neither the CHOA nor the CHOA Management Company are responsible for damage to, theft, or other loss of watercraft.

K. Owners not using the CHOA Management Company transport service are responsible for removing small watercraft from the shoreline at the same time that boats are removed from the buoy field, in no event later than October 15.

VI. BEACH, PIER, POOL AND TENNIS AREAS

A. The recreational use areas and Common Area Facilities at Chinquapin, which include the beaches, pier, pool, saunas, children's playground and tennis courts, are designated for the exclusive use of Chinquapin Owners, their renters, guests or invitees.

B. NO LIFEGUARDS OR OTHER SAFETY PERSONNEL ARE PROVIDED BY THE CHOA. OWNERS, THEIR RENTERS, GUESTS OR INVITEES USE THE BEACH, PIERS, BUOY FIELD, AND ALL OTHER COMMON AREA RECREATIONAL AREAS AND COMMON AREA FACILITIES AT THEIR OWN RISK.

- C. All use of the tennis courts and tennis club areas are to be scheduled through the Chinquapin tennis pro shop.
- D. There are specifically established times for the use of the pool, saunas, main tennis courts and children's playground that are published annually and available through the CHOA Management Company at the beginning of the summer season. The current open hours for pool area during the summer season are between 8:00 AM and 8:00 PM including an adult-only swim period between 8:00 AM and 9:30 AM. The gate automatically locks at closing time. The Board may elect to modify the pool hours at any time.
- E. Rules specific to the use of the pool area are posted in several visible locations and otherwise can be obtained through the CHOA Management Company. These specific rules include the requirement that all children under the age of 14 be accompanied by an adult as well as the prohibition of running and unnecessary or excessive noise.
- F. Barbecues are not permitted in any of the recreational use areas at any time, with the exception of the tennis club with the prior approval and on-going supervision of the tennis pro.
- G. Glass containers of any kind are not allowed in any of the recreational use areas or Common Area Facilities at any time. Violation of this rule is a safety hazard that may result in immediate expulsion or other immediate disciplinary action against an offending Owner, their renters, guests or invitees, from the recreational use area, and/or Common Area Facility in question.
- H. No dogs or pets of any kind are allowed on any of the beaches or in the pool area at any time.
- I. Pets are discouraged in the tennis area. In the event a pet is disrupting or bothering anyone playing tennis, the pet must be removed immediately. Any CHOA Management Company employee, or CHOA Director, Officer, or other CHOA representative may also direct the removal of any pet from the tennis area at his/her discretion.
- J. Roller blading, roller skating or skate boarding of any kind is not permitted in any of the recreational use areas at any time.
- K. Smoking is not permitted in the recreational areas or any Common Area Facility at any time.

VII. DOLLAR HOUSE

A. The Dollar House is for the exclusive use of Chinquapin Owners, their families and guests pursuant to the guidelines, rules and fee schedule set forth in the Dollar House Rules and Fee Schedule (Exhibit F hereto). All users must complete the Dollar House Reservation and Use Application which is available on the CHOA website and through the CHOA Management Company, and procure the required approvals in advance of using the Dollar House, patio and/or Dollar House pier.

VIII. ARCHITECTURAL REVIEW OF REMODELING AND LANDSCAPING IMPROVEMENTS

A. Prior to commencing construction or installation of any improvements within Chinquapin, Owners are required by the Governing Documents to submit a written request for approval to the Architectural Review Committee. The ARC requirements are set forth in a separate set of ARC Rules that are available on the CHOA Website and through the offices of the CHOA Management Company. Any proposed landscaping improvements will be submitted to the Grounds Committee. The Grounds Planting/Landscape Guidelines as well as the CHOA Landscape Application are available on the CHOA Website and through the CHOA Management Company. The Grounds Planting/Landscape Guidelines are also described in Exhibit C of these Rules.

IX. AMENDMENT

A. These Rules may be amended by majority vote of the Board, and in compliance with Civil Code sections 1357.100, et seq., and/or 1378, if applicable to such amendment.

Certificate of Secretary

The undersigned Secretary of the Chinquapin Homeowners Association, a California non-profit mutual benefit corporation, hereby certifies that the foregoing Amended and Consolidated Rules and Regulations of the Chinquapin Homeowners Association, consisting of Articles I - IX, were duly approved by the affirmative vote of a majority of the Board of Directors after submission by mail to all Members for review and comment as required by law. These Amended and Consolidated Rules and Regulations were adopted by the Board on MAY 26, 2012, and effective as of that date.

Dated: 5-26-12
[Signature]