

**EXHIBIT A TO
SECOND AMENDED AND RESTATED BYLAWS OF
CHINQUAPIN HOMEOWNERS ASSOCIATION**

**ARTICLE I
Definitions**

Section 1.01. “Architectural Review Committee” or “ARC” means the committee created in accordance with Article V, below.

Section 1.02. “Articles” means the Articles of Incorporation of the Association, which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

Section 1.03. “Assessment” means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of Article IV, below.

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, below, as the same may be in effect from time to time.

Section 1.06. “Association Internet Website” means the website currently maintained by the Association. Members are provided with an address and password to access the Governing Documents and other information about the Chinquapin Development. If the Board decides to discontinue maintenance of the Association Internet Website, all references to it in the Governing Documents shall be null and void.

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

Section 1.08. “Bylaws” means the Bylaws of the Association, as such Bylaws may be amended from time to time.

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, 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 below. Specifically, the Common Areas include the following:

Project Common Area: Lots 36 and 37 as shown on the Phase One Map, Lots 70 and 71 as shown on the Phase 2 Map, Lot 93 and Lots A, B, and C as shown on the Phase 3-A Map, Lots 115 and 116 as shown on the Phase 3-B Map, and Lots 191, 192, 193, and 194 as shown on the Phase 4 Map.

Condominium Common Area: Real property consisting of Lots 117 through 126 inclusive, and Lots 139 through 162 inclusive*, all as shown on Phase 4 Map, together with all improvements located on said lots including the roofs, foundations, floors, pipes, ducts, flues, chutes, conduits, wires, and other utility installations to the outlets, bearing walls, columns, and girders to the unfinished surfaces thereof, regardless of location, within any structure containing condominium Units.

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, below, 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 1.11. "Common Expense" means any use of Association funds authorized by Article IV, below, and Article IX of the Bylaws and includes, without limitation: (a) All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Project or Condominium Common Areas, Common Facilities and any portions of the Lots that the Association is obligated to maintain or repair; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors and insurance of Residences constructed or to be constructed on Lots to the extent required by Article X, below;

* Note: The description of the Condominium Common Area Lots and the Condominium Unit Lots are repeated from previously recorded documents. However, the Association understands that although Units 117 through 126 and 139 through 146 were originally designed and described as condominium units, they were sold by the original developer as Townhouse Units. The Association treats those Units as Townhouses for all purposes, and therefore recognizes 16 Condominium Units and 156 Townhouse Units.

(c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Areas and Common Facilities and any portions of the Lots that the Association is obligated to maintain or replace, and for nonpayment of any Assessments; and (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

Section 1.12. "Common 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 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 1.14. "Condominium Plan": Diagrammatic floor plans and elevations for the Condominium Units in the Chinquapin Development. The Condominium Plan is a part of the Phase 4 Map, referenced in the Recitals hereinabove.*

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*. 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.

In interpreting deeds and plans, the existing physical boundaries of a Condominium Unit, or of a Condominium Unit reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be the Condominium Unit's boundaries rather than the description expressed in the deed or plans, regardless of minor variances between the boundaries as shown on the plans or the deed and those of the building containing the Condominium Unit and regardless of

* See Note on Page 36.

settling or lateral movement of the building and regardless of minor variations between boundaries shown on the Condominium Plan or in the deed to a Condominium Unit and those of the building.

Whenever reference is made to a "Condominium Unit", it shall be assumed that such reference is made to the Condominium Unit as a whole, including each of its component elements (including the airspace so encompassed), and to any and all Exclusive Use Common Areas, if any, appurtenant to the Condominium Unit. The term "Condominium Unit" does not include those areas of the Property that are defined herein as Common Areas or Common Facilities (other than Exclusive Use Common Areas).

Section 1.16. "County" means the County of Placer, State of California, and its various departments, divisions, employees and representatives. If any portion of the Properties becomes a portion of an incorporated city, then the term "County" shall be deemed to include the city in which that portion of the Properties is located.

Section 1.17. "Declaration" or "Second Amended Declaration" mean this instrument, i.e., the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, for the Chinquapin Homeowners Association. The "Original Declaration, and the First Amended Declaration" mean and refer to the documents referenced in the Recitals to this Declaration, together with all amendments and annexations thereto adopted prior to adoption of this Second Amended Declaration.

Section 1.18. "Deliver" or "Delivered," or "Delivery" of documents or information to Association Members includes personal delivery, postal delivery by first-class or certified mail, express delivery by Federal Express or other express delivery services, and by electronic mail or other electronic means, if the recipient has signed a written consent that complies with Civil Code section 1350.7(3) or any successor statute thereto.

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 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 this Second Amended Declaration and to the Articles, Bylaws and Association Rules.

Section 1.21. "Improvement" shall be defined as set forth in Section 5.01(b), below.

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.

Section 1.23. "Majority of a Quorum" means the vote of a majority of the votes cast at a meeting or by written ballot when the number of Members attending the meeting in person or casting written ballots equals or exceeds the minimum quorum requirement for Member action, as specified in the Bylaws at Section 5.2.

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, below.

Section 1.25. "Mortgage" means any security device encumbering all or any portion of the Properties, including any deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense.

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.

Section 1.27. "Owner of Record" includes an Owner and means any person, firm, corporation or other entity in which title to a Lot is vested as shown by the Official Records of the Office of the County Recorder.

Section 1.28. "Pre-Lien Delinquency Notice" or "Pre-Lien Notice" means a written notice Delivered to an Owner before the Association may record a lien for delinquent assessments, that complies with the requirements of Civil Code Section 1367.1.

Section 1.29. "Properties" means all parcels of real property (Common Areas and Lots) described in the Recitals, together with all buildings, structures, utilities, Common Facilities, and other Improvements located thereon, and all appurtenances thereto.

Section 1.30. "Record" means, with respect to any document, the recordation or filing of such document in the Office of the County Recorder.

Section 1.31. "Regular Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Section 4.02, below.

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 this Declaration 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.

Section 1.34. "Special Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Section 4.03, below.

Section 1.35. "Special Individual Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Section 4.04, below.

Section 1.36. "Subdivision Map" refers to each of the subdivision maps referred to in the Recitals of this Declaration, individually or in combination as the context may require.

Section 1.37: "Townhouse Unit"

Townhouse Unit: Lots 1 through 35 inclusive as shown on the Phase One Map, including all structures and improvements thereon, Lots 38 through 69 inclusive as shown on the Phase 2 Map, including all structures and improvements thereon, Lots 72 through 92 inclusive as shown on the Phase 3-A Map, including all structures and improvements thereon, Lots 94 through 114 inclusive as shown on the Phase 3-B Map, including all structures and improvements thereon. Lots 127 through 138 inclusive, and Lots 163 through 190 inclusive, as shown on the Phase 4 Map*, including all structures and improvements thereon.

(a) The Association recognizes a total of 156 Townhouse Units in the Chinquapin Development.* 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

* See Note on Page 36.

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). 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 this 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.

Section 1.39 "Unit Ownership": The entire interest conveyed by deed to an Owner, including the Residence Lot and the related interest in the Common Area and also including each and all of the non-exclusive easements and rights of use (1) created by or otherwise resulting from, (i) all components of the Original Declaration and the Reciprocal Declaration, and (ii) all use of each of such easements and rights by each and all of the Owners, as such easements and rights are restated and confirmed by the adoption and recording of this Second Amended Declaration; and (2) quit claimed to any Owner or Owners by the Moana 1979 Quitclaim.

Section 1.40: "Voting Power". Voting Power means those Members who are eligible to vote for the election of directors or with respect to any other matter, issue or proposal properly presented to the Members for approval at the time any determination of Voting Power is made.