

Tahoe Keys  
Beach and Harbor Association, Inc.

Rules of Tahoe Keys  
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These Rules pertain to the ownership, use, and maintenance of property and facilities owned by Tahoe Keys Beach & Harbor Association, Inc., a non-profit corporation (hereinafter called "Association"). The terms used herein shall be defined as set forth in the First Restated By-Laws of the Association or any amendment thereto.

1. All facilities and property owned by the Association are for the exclusive use of the Members and guests of the Association and as set forth in the Bylaws or these Rules. Any entry upon Association property or use of Association facilities by any other person, without the consent of the Board of Directors of the Association, is prohibited. No use of any dock is allowed except pursuant to a Dock License issued by the Association. All Dock Licenses will be appurtenant to a specific lot owned by a Member.

2. All Members in good standing shall obtain a pass from the Association, which shall be good for one (1) year, unless otherwise revoked or transferred as provided herein. The Member must present the pass when requested at any time while using the facilities of the Association.

3. All boats using Association facilities shall be properly licensed and/or registered, operated and equipped in compliance with any and all governmental authorities having jurisdiction thereof.

4. All boats using the Association docks shall comply with the terms of the Dock License, and shall meet the following criteria for maximum length or width:

<u>Dock</u>	<u>Length</u>	<u>Width</u>
A to I docks	25 feet	8.5 feet
G dock, eastside only	30 feet	10 feet
J dock	32 feet	12 feet

The length of a boat shall be the actual longest measurement from bow to stern, including any attachments. The width of boat shall be the actual measurement from port to starboard at the widest part of the boat.

In any event, no boat shall be allowed to encroach into the dock walkways or the navigable waterways.

Members using A through I docks who owned boats as of 30 December 2004 of up to 28 feet in length and 8.5 feet in width will be “grandfathered” and allowed to continue docking of those boats as long as owned by the Member. Such a right may only be established by providing a copy of the boat certificate of title and a copy of the 2004 boat registration document to the Association prior to 1 March 2005. No such right is transferable or assignable, and terminates upon sale or transfer of ownership of the boat. No such right may be transferred to any other boat.

5. All boats must be registered with the Association prior to any use of the Association Facilities. The Association may issue a sticker to be placed on the Members boat at all times. Any boats not having a permanent or temporary sticker shall be subject to removal and impound as set forth herein. Any boat not entitled to use the dock will be immediately removed, at the expense of the boat owner.

6. A priority list, on a first-come first-serve basis, shall be established by the Association for the dock spaces available to the Membership. Upon a dock space becoming available as described, the first Member on the list shall be notified of the dock availability and will then have ten (10) days within which to accept or reject the offer of the dock space and pay the deposit and all outstanding assessments. If the Member fails to accept the space, by written notice and payment actually received by the Board, within said ten (10) day time limit, the Member shall be deemed to have rejected the offer of the dock space, and the Association shall notify the next Member on the list.

7. At the time of a Members acceptance of the available dock space, such Member shall pay to the Association a dock assessment as determined by the Board of Directors, which shall constitute an acceptance by the Member of a License to use the dock space. All outstanding assessments shall also be paid in full at the time of acceptance of a dock space. The dock assessment is based on the costs associated with the particular dock. Upon relinquishment of a Dock License, the Association will refund the amount of the dock assessment actually paid to the Member owning the property to which the dock is appurtenant.

8. The Association may assess and collect a security deposit to protect against damages caused by the Member to the dock space or Facilities, and/or the failure to pay any assessments properly levied against the Member in accordance with these rules or the By-Laws, as both may be amended. Following cancellation or upon termination or relinquishment of the Dock License, any remaining amount of the dock assessment or

security deposit shall be returned to the Member, after deduction of penalties, costs, charges, expenses, and administrative fees incurred by the Association.

9. The Association will charge a One Hundred Dollar (\$100.00) administrative fee each time that the Dock License is transferred. Additionally, the Association will charge a Twenty-Five Dollar (\$25.00) administrative fee each time a check is returned for insufficient funds.

10. All dock assessment fees will be made as of 1 January, and are due and payable within sixty (60) days. All dock assessment fees shall be deemed delinquent if not received by 1 March. At that time, the Dock License is subject to relinquishment and cancellation for nonpayment, and a notice will be provided to any delinquent Member that such action will occur as of 1 April if all funds, together with a penalty of Fifty Dollars (\$50.00), are not received before such date. In the event of a relinquishment and cancellation, any Member may request a hearing to show good cause why payment was not made, by providing a written request for a hearing before the Association Board, together with full payment of delinquent fees and/or assessments. The Association Board has the power to reinstitute a Dock License, at the same or another location, or to provide a space on the waiting list.

11. No dock space may be used for any commercial purpose, nor shall any Member permit any entity or person to use the Members dock space for any commercial or business purpose.

12. Members shall be allowed to transfer dock spaces among other Members. Upon such transfer, the transferring Member shall notify the Board of the transfer and the specific dock space being traded. The dock assessment credit held by the Association shall also be assigned. No transfer will be allowed unless outstanding assessments are paid in full and a new Dock License is issued.

13. Members shall be allowed to assign the use of their dock space to individuals or entities that are entitled to possession of the Members residence(s) pursuant to a written agreement, but only if it provides that the assignee shall comply with the By-Laws and these Rules. In no event shall a Member be entitled to assign his dock space to individuals or entities on a period basis, which is less than one (1) full season. Each Member assigning a dock space must notify the Board of the assignment and provide a copy of the executed written instrument giving possession of the premises to the Assignee, together with a certification of the Member and Assignee with regard to compliance with the Bylaws and these Rules. In any event, the Member shall remain wholly responsible to the Association for all use of the dock and for all requirements under the Dock License.

14. In the event any Residence or Property of a Member with an appurtenant Dock License is sold or transferred by a Member, the right of that Member in and to the Dock License shall also be transferred to the purchaser. Any purchaser obtaining title from any Member on the waiting list shall be entitled to the selling Members position on the priority waiting list, and to obtain the dock space in accordance with these Rules and Regulations.

15. No storage bins or permanent boat roofs may be placed or constructed on any dock, nor shall any alterations be made on the docks, unless previously approved in writing by the Board.

16. The electrical outlets on each dock are for occasional use pertaining to the repair and maintenance of Members' boats. No long term or overnight connection shall be made. Violators will be disconnected. Repeat violations may be assessed a separate penalty and use charge of One Hundred Dollars (\$100.00). The Association may provide power only on a seasonal basis, during the summer boating season, in its discretion.

17. Each Member who has a Dock License shall be fully responsible for all use of the docks and other association property and facilities under such License. Each Member shall be responsible for all damage, loss, claims, and expenses arising from such use whether by the Member, or the Members family, Guests, invitees, tenants, lessees, or any other use by any person under or pursuant to the Dock License.

18. All Members, guests, and invitees shall obey all laws of the jurisdiction, and shall obey safety rules or regulations of any entity having jurisdiction over the facilities and general area, including any boat and water and safety rules, and shall, at all times, use all Association facilities in a safe and reasonable manner.

19. All Members shall keep and maintain all of the Associations facilities in a clean, safe and sanitary condition. All Members shall use trashcans and refuse areas provided by the Association. All members shall conduct themselves in such a manner that other members are not inconvenienced, annoyed, or offended.

20. Any Member failing to abide by the Bylaws or any of the Rules shall be subject to revocation of the privileges of the use of the Association facilities.

21. The Board shall have the power to remove and/or impound any boat which is being used contrary to any law or regulation, the Bylaws or these Rules, all at the sole cost of the member boat owner.

22. The Board may establish reasonable fees and assessments for the use of the Facilities, and the issuance and regulation of a Dock License. The Board may also provide for special assessments as may be necessary, including, without limitation, for operating, dredging, dock or bulkhead repair or replacement, water quality, and other matters. All regular assessments shall be made annually, as of 1 January, and shall be payable within sixty (60) days thereafter. All assessments shall be delinquent 1 March, and the Dock License subject to relinquishment and cancellation. All special assessments shall be made and paid on the same basis, unless otherwise stated in the assessment.