

Lake Tahoe Park Association

Policies and Procedures Manual

Authorization-Approval

This Policies and Procedures Manual has been compiled for the use of the Lake Tahoe Park Association Membership. The Policies and Procedures contained in this manual have been established over time by the Board of Directors in compliance with the Association Articles of Incorporation and By-Laws and other governing documents.

The vast majority of the Policies and Procedures presented reissue/reaffirm those previously issued and have been in effect for some time. Modifications and additions to previous Policies and Procedures were made for consistency, and to reflect the current operations at the Park.

The Board of Directors reaffirmed these Policies and Procedures at the January 23, 2016 meeting, revoking all previous Policies and Procedures, to the extent that they are inconsistent with this document.

The Policies and Procedures Manual will be available on the Association website at www.laketahoeassociation.com. A copy may be mailed to members upon request. A current copy will be available in the Park office. This Manual will be updated and revised as required.

Approved by the LTPA Board of Directors on January 23, 2016.

Leigh Ann Cullen, President

Milt Hyams, Vice President

Margaret Pinter, Secretary

Greg Gilbert, Treasurer

Jim Cavalieri , Director at Large

Robert Thomas, Director at Large

Doug Williams, Director at Large

Lake Tahoe Park Association

Policies and Procedures Manual

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*updated September 30, 2017

Update on September 30, 2017 includes minor changes to wording throughout the document to reflect the consolidation of management into one position and update contact numbers listed in the original 2016 document.

Lake Tahoe Park Association

Policies and Procedures Manual

Introduction

Description of the Association

The Lake Tahoe Park Association (LTPA) is a California corporation which does not contemplate pecuniary gain or profit to the members hereof, and the purposes for which it is formed are as follows: acting as trustee to administer certain properties located at 1700 Sequoia Avenue (known as the Park), and 1760 West Lake Blvd (known as the Triangle Property) in Tahoe City for the property owners of Tahoe Park, as more specifically defined below. LTPA is not a Home Owners Association (HOA). It has no authority over properties within Tahoe Park other than those owned by the Association.

Unlike an HOA, LTPA is administered under California trust law. The authority for the operation the Association is given by the Articles of Incorporation, dated 8 April 1938 amended 4 July 1939; Association By-laws, as amended 4 July 1976. California Superior Court, Placer County Judgment No. 23685, dated 7 Feb 1963 and California Superior Court, Placer County Case No 4824, dated 9 November 2007. These documents collectively will be referred to here in as the Association Authority. The Association is the successor trustee over its properties to five individuals who, in 1913 received the property in trust for the benefit and recreational use of the property owners of Tahoe Park.

In addition to the documents that make up the Association Authority, the Association must operate in compliance with Federal, State, and Local agencies and governing bodies. A partial list of those agencies are: US Coast Guard, US Army Corps of Engineers, California State Lands Commission, Tahoe Regional Planning Agency, Placer County, Tahoe City Public Utility District, and North Tahoe Fire Protection District. The Association will at times modify the Policies and Procedures to comply with these agencies.

The Association consists of property owners of parcels located in the one square mile known as Section 13, T-15N R-16E, of the Mount Diablo Base and Meridian (referred to herein as Tahoe Park). When property is purchased in this area, an appurtenant interest as beneficiary in the Association's properties is acquired. When property is sold, this interest transfers to the new owner. A new owner first year assessment is due when a property transfers to a new owner.

Membership is only available to property owners and cannot be purchased separately. The definition of Membership is provided within the Association Authority documents listed above.

The Association lake front parcel, the Park, consists of approximately 3.5 acres of land with 850 feet of lake front footage, 2 piers, 50 mooring buoys, 23 picnic tables, and barbecues. Storage facilities for kayaks, standup paddleboards, canoes, and non-motorized dinghies are available for a fee.

Sports facilities for horseshoes, volleyball, basketball and bocce ball are maintained at the Park. Equipment is available for use at the Park office. A children's play area is located at the south end of the Park, with swings, slide and play structures.

The property located at 1760 West Lake Boulevard is currently undeveloped, and portions of which have been leased to neighboring businesses over recent years.

Definition of a Member

The definition of a Member is detailed in the Articles of Incorporation and Association Bylaws. In summary, a Member, is an owner of a property whether held as a single or joint ownership, within the one square mile detailed above. However, an owner of record of more than one such property, shall have one vote upon matters that come before the members of the Association.

In order to provide for the use of Association facilities, (picnic tables, buoys, and storage facilities), in a fair and equitable manner, a Member, even if he/she/it own multiple properties, is only recognized as one entity.

The Board of Directors and Meetings

Any persons who are members of the Lake Tahoe Park Association, in good standing, are eligible to run as a candidate for the Board of Directors. Membership and Voting is defined in the Bylaws of the Lake Tahoe Park Association.

Elections will be held annually at the Annual Membership meeting. Membership elects a seven member Board of Directors. Terms are staggered with three directors elected one year and four the next. The officers of the Board are elected by the Board Members, following the annual meeting/election.

Voting is done in person at the annual meeting or by mail-in ballot. The first notice of the election is mailed in February. Nominations for the Board of Directors are done by self nomination by mail. (Nominations will not be taken at the meeting.) Ballots with candidates statements, and other items to be voted are sent to all members of record at least 60 days prior to the Annual meeting. Ballots may be returned by mail or hand delivered at the Annual Meeting to be counted in the election. The complete Annual Election Policies and Procedures are provided in this Manual.

The Annual membership meeting is conducted on the first Saturday of July at 11:00 am. The meeting is held at the Association Park Property at 1700 Sequoia Avenue in Tahoe City, CA.

The powers of the Board of Directors are fixed by the Association Authority Documents listed above and by the general law governing the power of trustees found in the California Probate Code. The Board is responsible for the operation of the facility, setting the annual assessment and employs a manager and staff who are responsible for daily operational activities.

Typically, four Board meetings are held throughout the year to conduct the business of the Association.

Minutes of the Board meetings are posted on the Association website, once approved by the Board.

Assessments

All members are subject to the payment of the annual assessment which is fixed each year by action of the Board of Directors. The assessments are based on the operating costs of the Association. An annual budget is prepared. The rate of the annual assessment is approved by the Board by years end and posted on the website under schedule of fees. The rate is also included in the annual letter from the president. The annual assessment shall not exceed one percent of the assessed value of a member's property. *(updated 3 May 2017)*

Assessment bills are mailed to all members in early January of each year. Payments on assessments are due on receipt. A late fee of 10% will be applied to all assessments which are unpaid on April 1 and key cards will be deactivated. Thereafter, delinquent assessment payments will accrue interest at the rate of 10% per annum on the balance of the unpaid assessment. The member will be denied access to the Park and will be ineligible to use any Association amenities until the account is brought current.

Park Staff

The Association hires and employs a manager and staff who are responsible for daily operational activities at the Park. The Association Manager and Park Manger are full time employees, Park Staff, Maintenance Manager, and Maintenance staff are seasonal workers. The position of Park Manager will be filled as necessary. The Association Staff is available to assist members for the enjoyment of the Park. They take reservations, distribute sports equipment, enforce the Policies and Procedures of the Association. The detailed responsibilities of the Park Staff are found in the Lake Tahoe Park Association Employee Handbook. *(updated 3 May 2017) (updated 30 Sept 2017)*

Lake Tahoe Park Association

General Policies and Procedures

The Association lakefront property (“Park”), is accessible 24/7.

Access is restricted by a locked gate during the summer season from May through November 1. Access during this period is by key card only.

The Park is staffed during the summer season. Park staff is on duty from 9:00 a.m. to approximately 10:00 p.m.

This is a family oriented Park, and any behavior deemed inappropriate by the Park staff or in violation of any Policies and Procedures will result in being asked to leave the property.

Parents not monitoring their children will be directed to leave the Park with their children.

Members are requested to help keep the Park clean and to remove all garbage. Bear proof cans are available.

Bikes must be left at the entrance. Security is responsibility of the bike owner.

Boats and personal watercraft are not allowed to use the beach area for loading, unloading or beaching at any time.

Swimmers swim at their own risk. No lifeguards are on duty. **(Our Park staff are not lifeguards.)**

All children in the water must be closely monitored by their parents.

A swimming area is provided between piers, separating boats and swimmers. Priority is to provide a safe area for swimmers. Swimmers should not infringe on boaters ability to safely and effectively access the piers for docking.

Boats and personal watercraft are not allowed in the swim area at anytime.

Small watercraft (kayaks, standup paddleboards, canoes, non-motorized dinghies) may not be used in the swim area.

Small inflatables are allowed in the swim area, as long as they can be used safely with swimmers.

The piers are for access to boats, swimming, fishing and sunbathers. Priority is given to boaters. Sunbathers using the piers should ensure they do not block access to others.

Fishing is permitted only in the early morning or in the evening when people are not accessing the piers for boating, sunbathing and/or swimming.

Coolers and chairs are allowed on the piers, as long as they do not impede the use of the pier by boaters and other members. An aisle must be kept clear on the piers for normal traffic.

Member boats may use the piers for loading and unloading only. Boats may not be left unattended and never moored at the piers.

Volleyball, basketball, horseshoes and bocce ball, are available on a first-come, first-served basis.

Members and guests may check out recreation equipment from the Park office at the Park entrance with a LTPA membership key card or a driver's license.

Refer to the "Dogs in The Park Policies and Procedures" for details regarding dogs access to the Park.

**IN ORDER TO KEEP THE PARK AN ENJOYABLE PLACE FOR ALL,
PLEASE DON'T**

Please do not feed the geese or ducks.

No rock throwing.

Drones are not allowed to operate from the Park.

Diving or Jumping from the piers is discouraged and is done so at one's own risk.

No rough play on the swim platform. There is a \$100 fine for flipping the swim platform.

Lake Tahoe Park Association

Key Cards and Entry Gate Policies and Procedures

General Policies

Only the main gate shall be used to access the Park. During the Winter season the gate will be unlocked and propped open to prevent snow and ice damage. During the Summer season the gate will be locked at all times. At no time is access to the Park authorized by way of the public beach at the south end of the Park. This is for the security of the Park and to keep the general public off Park property, which is private. Both the front gate and the south end beach are monitored by closed circuit cameras all year.

The Association lakefront property (“Park”) is accessed during the Summer season with a key card through the Park’s main gate.

Only members, renters, and their guests in possession of a key card are allowed in the Park. Please do not let others into the Park. If someone without a key wants to enter the Park at the same time you enter (“tailgate”) please refer them to the Park staff member monitoring the front gate, who will usually be in the Park office or near the gate.

The cards are reactivated yearly upon payment of the annual member assessment.

Two key cards are issued to each membership entity that pays an annual assessment.

Two additional key cards may be purchased for a recurring annual cost. The current fee is set forth in the LTPA Fee Schedule, posted on the Association Web site. This annual fee will be billed on the annual assessment bill.

The same key card is reused again year after year unless it is lost or fails at which time they will be replaced.

Replacement Key Cards

Contact Association Manager or Park Staff for a replacement key card.

The 5-digit number on remaining key card will be needed so that the correct key card can be deactivated.

The current fee for a replacement key cards for lost cards is set forth in the LTPA Fee Schedule, posted on the Association Web site. Cards that are broken or fail may be exchanged for a new card at no cost if the old card is surrendered at the time of issuance of the new card.

How To Operate

Hold your key card in front of the black key pad.

Wait until you hear a beep and the green light goes on and the gate will unlock.

Lake Tahoe Park Association

Dogs in the Park Policies and Procedures

During the Summer season, during hours set by the Manager, dogs are allowed access to the lake at the designated dog area on the northern-most section of the beach. During the designated time period ONLY, dogs must be walked on leash from the Park gate to the designated dog area and returned on leash from the designated dog area. Dogs are not allowed off leash in the Park, outside of the designated dog area during this time. Owners must pick up after their dogs. Doggie poop bags may be found in a dispenser mounted in the designated dog area. Used bags shall be deposited in the trash. **This policy is dependent on owner compliance, and will be rescinded if rules are not adhered to.**

After the designated dog beach hours, during the Summer season, dogs may be walked through the Park to be brought to or from a boat. The dog must be walked on leash from the Park gate to the pier for boarding, and returned on leash from the pier.

When the lock is removed from the front gate during the Winter season, dogs are allowed in the Park and must be under control at all times. During this period, dog owners must clean up after their dogs. Doggie poop bags may be found in a dispenser mounted on the door to the Park Office during this period. Used bags shall be deposited in the Bear Box garbage cans, which can be found around the Park.

Service Dogs:

Lake Tahoe Park Association complies with the Americans with Disabilities Act (ADA) directives regarding accommodation for service animals:

“Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.

Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a

person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability.

Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.”¹

The of animals that are claimed to be service animals will be expected to state the specific service that the animal is trained to render for its owner who must be present with the animal. Animals meeting the legal definition of a service animal will be admitted to the Park in the company of its owner. If it does not fall under the categories of service indicated above, it will not be admitted into the Park during the Summer season.

¹ Please refer to the ADA website for more information regarding service animals; http://www.ada.gov/service_animals_2010.htm

Lake Tahoe Park Association

Buoy Rental Policies and Procedures

Section Updated September 30, 2017

The Lake Tahoe Park Association Buoy Policies and Procedures are established to provide for the use of all mooring buoys by members of the Association in a fair and equitable manner.

General Buoy Policies

The Association owns and maintains buoys for the use of members by application for a fee plus a deposit.

Members must be in good standing and all Association assessments and fees must be paid in full and current to be eligible to apply for a buoy.

All Members requesting a buoy (“Applicant”) must submit a Buoy Application and Agreement (“Agreement”) to be considered for buoy assignment.

If two members (in good standing) are partners in a boat each member can submit an application for a buoy (for the same boat). However, each member would have to submit their own application and choose a buoy season. The application will be processed as any other application regardless of boat ownership.

The policies for buoys apply to boats (power and sail) and personal watercraft. The term “boat” is used for simplicity.

The boat registration must be in the name of the Applicant. With permission of the Association Member a parent, child, grandparent, grandchild or sibling of a member may be the boat owner. The Association Member must also sign and join in the Agreement.

The boat’s current liability insurance policy must name Lake Tahoe Park Association as an additional insured. Minimum coverage required is \$500,000 comprehensive liability coverage.

Guests and tenants/renters may not apply for full or half season buoy use. Weekly may be available (see Weekly Buoy Policies and Procedures for more information) depending upon the availability of buoys.

Buoys are generally available for full or half season reservation. The Board of Directors (Board) will determine whether full season buoys will be available and define the buoy season by its January Board meeting. The established season will be posted on the Association website and reflected on application forms.

The boating season begins the Friday before Memorial Day and ends the first Sunday in October. The boating season lasts approximately 18 weeks.

First half season dates start the Friday before Memorial Day, and ends 9 weeks later, typically the last Sunday in July or the first Sunday in August. Second half season dates start on the following Wednesday and end the first Sunday in October. The exact dates are be posted on the Association website and on the application/agreement forms.

Weekly buoys are rented Sunday to Sunday (3pm -11 am). Weekly buoys are available for a maximum of 2 weeks. Additional weeks may be available depending on demand.

Daily buoys maybe available for rent. If a weekly body is not occupied for the full week.

Boats and mooring lines **MUST** be vacated from the buoy **no later than 11 AM** on the last day of rental period.

Rental Fees and Deposits

The Board sets the rental fees and deposits no later than the January Board meeting. The current fees and deposits are set forth in the LTPA Fee Schedule, posted on the Association Web site, and on the applications.

Buoy Use Policies

The size of the boat must be appropriate to the buoy available for rental. (maximum boat size is 27 feet).

Mooring lines must be at least ¾" diameter size with proper marine fittings at both ends, and properly sized in length for the boat and the buoy assigned.

The minimum and maximum length of the mooring line will be determined by the buoy field placement of the boat and verified by the onsite Manager.

Dinghies are provided at each pier for the use of the boaters. Prior to use, dinghy, oars and life preservers must be checked out from the office building by someone at least 16 years of age.

The dinghy, oars and life preservers must be returned and the dinghy locked to the bulkhead.

The pier is for use by member boats for loading and unloading, only. Boats may not be left unattended and never moored at the pier.

Boats may not enter the swimming area.

Boats may not be anchored within the buoy field

Boats and personal watercraft are not allowed to use the beach area for loading, unloading or beaching at any time.

The speed limit in the buoy area is limited to idle speed but not to exceed 5 mph within 600 feet of shore. (Per TRPA Ordinance)

Boaters should be aware of swimmers in the area. Swimmers should not infringe on boaters ability to safely and effectively access the piers for docking.

Boats may not be fueled in the buoy field or at the piers, except in an emergency.

An Applicant may not assign the use of their buoy, allow a different boat to be placed on their assigned buoy or allow non-members to access their boat without the boat owner present. .

Individual non-motorized dinghies may be placed at the south end of the beach or in the designated upper level. This is not included in the Buoy Application and Agreement. An additional fee and Small Watercraft Application and Agreement must be submitted for dinghy storage.(See website for Small Watercraft Application and Agreement and Policies and Procedures)

Terms of Use and Sanctions for Violations

The following terms of use and sanctions for violation must be acknowledged as accepted on the submitted Buoy Application and Agreement:

- Applicant(s) hereby makes application for use of a buoy at the rates listed above and terms herein. All documents and fees requested on this Buoy Application and Agreement (“Agreement”) must accompany the Agreement and be received by the required deadline or Applicant(s) will not be considered for a buoy.
- Applicant(s) agrees not to assign, sublet, transfer or lend an Association buoy. Buoy renters are responsible for removing their boat from the rented Association buoy on the date stated on this contract. Failure to remove boats from assigned buoys on time will be considered a violation of the terms of this Agreement.
- In consideration for the use of a buoy, as a boat owner and buoy renter, Applicant(s) accepts the use of a buoy under the terms of this Agreement, and agrees to abide by the current edition of the Association’s Buoy Policies and Procedures (available at www.laketahoeparkassociation.com) which Applicant(s) acknowledges having read. Applicant(s) agrees the Association may cancel this Agreement at any time if user of the buoy violates the terms of this Agreement or the Buoy Policies and Procedures or any rule or requirement of the Association related to the buoy, pier and boat area. Applicant(s) agrees that a violation of the terms of this Agreement or the Buoy Policies and Procedures or any rule or requirement of the Association related to the buoy, pier and boat area

may result in forfeiture of the buoy rental fee and deposit, without proof of any specific damages, and forfeiture of the right of Applicant(s) to use the buoy in the current season and elimination of future rights to participate in the buoy selection process, all as determined by the Association Board of Directors.

Release of All Claims

The following release of all claims must be acknowledged as accepted on the submitted Buoy Application and Agreement.

- Applicant(s) accepts liability for all claims, damages and injuries incurred relating to this Agreement and use of the buoy. Applicant(s) RELEASES from any and all liability and agrees not to sue, and will defend, indemnify and hold harmless, Lake Tahoe Park Association and its officers, directors, employees and agents, from any action, suit, claim, demand, liability, judgment, damage, or costs, including attorney's fees, arising out of or related to use of the buoy by the undersigned and the undersigned's agents, family and designee.

Half and Full Season Buoy Process

The window for accepting half and full season Buoy Application and Agreement ("Agreement") is as follows:

Opening date: February 1st of each year. No buoy applications will be accepted prior to that date.

Closing date: March 31st of each year (must be received by this date, **no exceptions**, to be eligible for the drawing).

Application/agreement forms are available on the Association website (www.laketahoeassociation.com) or by contacting the Association Manager for the best way to download or receive the Buoy Application and Agreement.

Complete the Application and Agreement in full.

All Applications and Agreements must include the following:

- A. An Agreement signed by the Applicant and the sponsoring member Applicant (if applicable).
- B. A check for the **Total Due** (Fee + Deposit), made out to "Lake Tahoe Park Association".

- C. A copy of the boat's registration in the name of the Applicant.
- D. Proof of insurance showing:
 - the insured is the Applicant;
 - the boat insured is the boat described in the Agreement;
 - Lake Tahoe Park Association is named as an ADDITIONAL INSURED on the policy and;
 - a minimum coverage of \$500,000 comprehensive liability coverage is required.

Mail all forms, documents and payment to the Association mail box: P.O. Box 5771 Tahoe City, CA 96145.

Applicants will be notified, by E-mail, of the buoy assignment/award within 1 week following the buoy drawing date. *Note: Applicants need not be present at the drawing to be selected for a buoy.*

Drawing for Buoy Assignment (updated 30 Sept 2017)

Due to the increased demand for buoys and an increase in the average size of boats our members have, it has become necessary to institute a drawing that allocates boats to buoys based on size of boat and how they fit in the buoy field.

This drawing process will be used to fill half season and full season buoy assignments, depending on what is offered for the season.

Maximum boat size is 27 feet. However, due to the constraints of our buoy field, there are a limited number of buoys that will accommodate larger sized boats.

Applications must be received by March 31 of each year to be eligible for the drawing. The drawing is held on the first Saturday in April at 10:00 am at the Park. Except when the first Saturday is April 1, then the drawing will be held on April 8.

The names of eligible applicants will be placed in a "hat" for a blind drawing. One of the attendees either volunteers or is selected to draw folded papers, from a "hat" each with an applicants name written on it.

The Manager will then assign that applicant a buoy based on boat size and type (Motor or Sail). As the drawing proceeds the buoy field will fill up by boat size.

If there are not enough buoys to accommodate a drawn applicants boat size the applicant will be placed on a “Priority” list. Any applicant on the “Priority” list will be given first chance if a buoy appropriate to boat size opens up in the half season for which they applied. The “Priority” applicant, will be offered a buoy spot for the alternative season if one is available after the drawing for each season is completed. If a “Priority” applicant does not receive a buoy, for this season, they will have priority in the following season, and be assigned a buoy. An Applicant chosen in the drawing, who turns down the offer of a season buoy this season will not be placed on the Priority list for the following year. **“Priority” buoy applicants must still apply the following year to be awarded their priority status buoy. If an application is not received in the following year, the priority status is terminated..**

Half and Full Season Buoy Allotment Process:(when full season is offered)

The Association has available 50 buoys during normal water level seasons.

The Association takes out 3 buoys up front. (1 buoy for emergencies and 2 buoys designated as weekly rental buoys.)

The remaining 47 buoys are available for assignment.

- The number of half season buoy applications are identified first.
- The half season with the most applications are reserved first. Using the drawing system described above.
- The requests for the other half fill-in these spots. (using drawing system described above) Historically, there are more first half season buoy requests then second half requests.
- The half season with the most number of requests becomes the control for the remaining process. Usually there are 11 to 15 applicants for the first half season.

Assuming 12 applicants for half season that would leave 35 buoys available to the “full season” applicants.

Prior years “priority” applicants are assigned full season buoys. d

Historically there are 5 to 12 eligible priority applicants each year.

Assuming 12 “priority” applicants then there now would be 23 buoys left to give out for full season applicants.

Historically there are about 30 applicants left in the application pool once priority applicants have been selected.

The drawing system described above will be used to select buoy assignments for the full season. and the order of “priority” applicants for the next year.

Half Season Buoy Allotment Process: (when only Half Season is offered)

The drawing process described above will be used to select buoy assignments for the each half season.

The Policies for handling “priority” applicants described above applies if used for Half Season applicants.

Weekly Buoy Application Process

There are only 2 buoys set aside for weekly rentals. These are in high demand in July and August

Weekly buoys are rented Sunday to Sunday (3 pm-11 am). Weekly buoys are available for a maximum of 2 weeks. Additional weeks maybe available depending on demand and availability of buoys.

Priority is given to those members who did not receive a half season. if a member is applying for a weekly body and already has a half season their application will be pending until the week before the desired week. If a buoy is not rented by another member the week will become available to those who had a half season.

The window for accepting Weekly Buoy Application and Agreement (“Weekly Agreement”) starts the Saturday prior to Memorial Weekend. The

exact dates will be posted on the Association website and on the application/agreement. Weekly Agreements are accepted until the buoy season is over.

Weekly Agreements are available on the Association website (laketahoeassociation.com) or contact the Association Manager for the best way to download or receive the Weekly Agreement

Weekly buoy applicants must complete the Weekly Buoy Application and Agreement.

All applications must include ALL of the following:

- A. An Agreement sign by the Applicant and the Sponsoring member applicant (if applicable)
- B. A check for the **Total Due** (Fee) made out to “Lake Tahoe Park Association”.
- C. A copy of the boat’s registration in the name of the Applicant.
- D. Proof of insurance showing:
 - the insured is the Applicant;
 - the boat insured is the boat described in the Agreement;
 - Lake Tahoe Park Association is named as an **ADDITIONAL INSURED** on the policy and;
 - A minimum coverage of \$500,000 comprehensive liability coverage is required.
- E. Proof of Association membership or when applicable, proof of renting from a member of the Association in good standing at the time of application.

Agreements are mailed to: Lake Tahoe Park Association, P.O. Box 5771, Tahoe City, CA 96145.

All weekly rentals begin on Sunday at 3:00 PM and go until the following Sunday at 11:00 AM. Only the onsite Manager can make an exception to this timing.

In the case where more than two applicants want apply for a buoy for the same week, then the onsite Manager will assign the buoy based on the following priorities:

- A. Association members who have not previously been assigned a buoy during the season will have first priority on any available buoy, including buoys which may have been assigned per B and C, below, up to one week before the desired week.
- B. Association members who have been assigned first half or second half buoys may apply for weekly buoys that fall outside their buoy rental period only if the buoys held for weekly rental are not applied for by an Association member who has not previously been assigned a buoy during the current season. These applications will be accepted up to one week prior to the week requested. Tentative approval will be granted subject to possible receipt of application from an association member previously not assigned a buoy, and if no such application is received, the reservation will be confirmed one week before the week requested.
- C. Qualified renters may apply for available buoys in this situation as follows: A qualified renter is a renter of a member in good standing. A renter may apply for a buoy in advance, but must wait until one week prior to the applied for date before the applicant's request will be considered and tentatively confirmed. If a buoy is available tentative approval will be granted pending application of qualified Association members identified in situations A and B above, until one week before the week requested, at which point the confirmation will become final.
- D. All tentative buoy assignments will be confirmed one week from the beginning of the desired week. Weekly buoys that remain available less than one week from the start of a week may be assigned on a first come/first served basis.

In all cases, the onsite Manager is the final arbiter over assignment of weekly buoys.

After all seasonal buoys have been vacated on the first Sunday in October, the onsite Manager has discretion to rent individual buoys on a weekly or daily basis for the remainder of the month of October depending upon weather. These buoys may not be reserved in advance and all applications

must be made in person at the park office. Post-season renters must be prepared to vacate a buoy prior to the end of their agreed rental period due to weather or other conditions. At all times the safety of boats are the responsibility of the Owner. Renters will not reimbursed for unused period on their rental if required to vacated their buoy prior to the end of their agreed upon rental period. (Note: East wind storms during October can and will destroy boats moored in the LTPA buoy field.)

Lake Tahoe Park Association

Small Watercraft Storage Unit Rental Policies and Procedures

Canoes, Kayaks, Paddleboards and Dinghies

General Storage Unit Policies

The Association owns and maintains Storage Units (spaces) for small watercraft, for use of members by application and a fee, for the season or on a weekly basis.

Small watercraft include: kayaks, canoes, paddleboards and small, non-motorized dinghies.

Members must be in good standing and all Association assessments and fees must be paid in full and current to be eligible to apply for a Storage Unit.

Storage Units are available for members and renters of property from members in good standing (“Applicant”). Storage Units are allocated as follows:

Two Storage Units are available for members.

One Storage Unit is available for property renters.

All Applicants requesting a Storage Unit must submit a Small Watercraft Storage Unit Application and Agreement (“Agreement”), and rental fees. A Storage Unit must be assigned by Manager or Park Staff **PRIOR** to placing watercraft in Storage Unit.

If Applicant(s) is a property renter, the sponsoring member must be in good standing. This will be verified prior to Storage Unit assignment.

Small Watercraft Applications and Agreements are accepted starting the first Sunday in April.

Priority for storage is given to members. Storage Units are assigned on a first-come, first-served basis, available space maybe limited. Applications are date-stamped when received for tracking.

Storage Unit assignment occurs on the Saturday before Memorial Weekend and continues through the season. Assignments are done in person or by phone at the Park. Specific storage unit requests cannot be made with application. The exact date will be posted on the Association website and the application/agreement.

Weekly rentals are set with a two week maximum. However, if storage is available, the Manager may approve a longer period.

All members assigned a Storage Unit will be issued an identification sticker for each item to be stored which will include the period of the rental

All small watercraft must be removed by the established closing date as noted on the Agreement. Any that are not removed will be considered abandoned and discarded. **Owner of items not removed by closing date will not be eligible for small watercraft storage the following year.**

Unauthorized (non-stickered) items will be removed and owners fined for storage at twice the weekly rate and will not be eligible for small watercraft storage the following year.

Types of Storage Units and Fees

Rental Fees and Deposits

The Board sets the rental fees and deposits no later than the January Board meeting. The current fees and deposits are set forth in the LTPA Fee Schedule, posted on the Association Web site, and on the applications.

A-Frame Storage for Kayaks

The Association maintains 11 storage racks with approximately 110 openings on A-Frame structures for the primary storage of kayaks. Paddleboards may also be stored on the A-frame structures. Canoes will be stored in a separate unit, not on the A-frame structures.

Stand Up Paddleboard Storage

The Association maintains 15 units in a vertical storage structure for the primary storage of stand up paddleboards. *(updated 30 Sept 2017)*

Canoe Storage

The Association maintains a separate structure for the primary storage of canoes and long kayaks. Canoes and long kayaks will not be stored on the A-Frames.

Non-motorized Dinghies

These types of watercraft are stored on the South end of the beach.

Inflatable/float storage

An area has been made for TEMPORARY inflatable storage. Please do not store inflatables longer than two weeks.

This area is for small inflatables only, tow-ables and large floats are not allowed.

Storage Unit and Watercraft Use Policies

An Applicant may not assign the use of their Storage Unit. All watercraft must be assigned an identification sticker.

Items that are not a physical part of the watercraft, should not be stored in the Storage Unit. Wheels are allowed as long as other Storage Units are not impacted.

Security of crafts is the responsibility of the owner. Cable locks are preferred.

Position watercraft so as not to impede others using the Storage Unit.

Small watercraft may not to be used within the swim area.
Be aware that there are power boats actively using the buoy field.

Do not store inflatable toys with your watercraft. Use the inflatable storage area.

Terms of Use and Sanctions for Violations

The following terms and sanctions for violation must be acknowledged as accepted on the submitted Small Watercraft Storage Unit Application and Agreement:

- Applicant(s) hereby makes application for use of a Storage Unit at the rates listed above and terms herein. All documents and fees requested on this Small Watercraft Storage Application and Agreement (“Agreement”) must accompany the Agreement.
- Applicant(s) agrees not to assign, sublet, transfer or lend an Association Storage Unit. Storage Unit renters are responsible for removing their small watercraft from the rented Association Storage Unit on the date stated on this contract. Failure to remove small watercraft from assigned Storage Unit on time will be considered a violation of the terms of this Agreement.
- In consideration for the use of a Storage Unit, as a small watercraft owner and Storage Unit renter, Applicant(s) accepts the use of a Storage Unit under the terms of this Agreement, and agrees to abide by the current edition of the Association’s Storage of Small Watercraft Policies and Procedures (available at www.laketahoeparkassociation.com) which Applicant(s) acknowledges having read. Applicant(s) agrees the Association may cancel this Agreement at any time if user of the Storage Unit violates the terms of this Agreement or the Storage of Small Watercraft Policies and Procedures or any rule or requirement of the Association related to the storage of small watercraft. Applicant(s) agrees that a violation of the terms of this Agreement or the Small Watercraft Policies and Procedures or any rule or requirement of the Association related to the storage of small watercraft may result in forfeiture of the rental fee, without proof of any specific damages, and forfeiture of the right of Applicant(s) to use the Storage Unit in the current season and elimination of future rights to participate in the Storage Unit selection process, all as determined by the Association Board of Directors. Any Small Watercraft left in the Storage Unit will be disposed of prior to the next season, at the discretion of the Board of Directors. **Owner of items not removed**

by closing date will not be eligible for small watercraft storage the following year.

Release of All Claims

The following release of all claims must be acknowledged as accepted on the submitted Small Watercraft Storage Unit Application and Agreement.

- Applicant(s) accepts liability for all claims, damages and injuries incurred relating to this Agreement and use of the Storage Unit. Applicant(s) releases from any and all liability and agrees not to sue, and will defend, indemnify and hold harmless, Lake Tahoe Park Association and its officers, directors, employees and agents, from any action, suit, claim, demand, liability, judgment, damage, or costs, including attorney's fees, arising out of or related to use of the Storage Unit by the undersigned and the undersigned's agents, family and designees.

Lake Tahoe Park Association

Picnic Tables and Barbecues

Policies and Procedures

General Table Policies

The Association maintains picnic tables with barbecues for use of members by reservation. During the Summer season only parties of fewer than 50 guests may be held.

Large Parties and Weddings (50 or more guests) are allowed at the Park ONLY during May, June, September (after Labor Day Weekend) and October. See Large Party and Wedding Policies and Procedures section for details.

For Members, reservations are accepted 30 days in advance. Reservations can be made by phone or in-person. E-mail reservations are not accepted.

For Short-term renters, advanced reservations are not permitted. Reservations must be made in person and can only reserve up to 7 days at any one time. *(updated 30 Sept 2017)*

Prior to mid-May, reservations can be made by calling **530-583-3820**. After mid-May when the beach is staffed, reservations can be made at the park from 9am-5pm or by phone at 530-583-3820.

No more than two “same table” reservations can be made when using the park facility every day or evening. A different table must be reserved after two days/evenings at the same table.

Multiple members can not join table reservations to get around the Large Event/50 person limit. If a member violates the maximum number of guests for a single event, whether for their own event or to facilitate others to host such an event, their privilege of reserving a table will be suspended for the remainder of the season

Please cancel your reservation if you cannot use the reserved table so it can be made available to others. Members who repeatedly abuse their advance reservations by failing to show without canceling a reservation that they are not going to use, will not be allowed to make advance reservations for the remainder of the season.

Tables will be held for one hour after the reserved time. If a member of the group making the reservation does not claim their table within one hour of the reserved time, the table will be reassigned by the beach staff on a first-come, first served basis.

AVAILABILITY- INDIVIDUAL MEMBERS

Reservations are accepted 30 days in advance

Weekdays - Maximum of two (2) tables.

Weekends & holidays (Memorial Day, July 4th and Labor Day)

Maximum of one (1) table.

AVAILABILITY-RENTERS

Advanced reservations are not permitted. Reservations must be made in person and can only reserve up to 7 days at any one time.

(updated 30 Sept 2017)

Maximum of one (1) table at all times.

July 4th HOLIDAY AVAILABILITY: One table per member will be available from either 10:00 am- 3:00 pm or 4:00 pm-10:00 pm.

Reservations may ONLY be made for one table and one timeframe. Additional folding tables and chairs may be available on a first come, first served basis.

Lake Tahoe Park Association

Large Party and Wedding Policies and Procedures

General Large Party and Wedding Policies

The Association makes picnic tables and barbecues available for use of members for parties larger than 50 guests and for weddings during the non-peak season. Members must be in good standing and all Association assessments and fees must be paid in full and current to be eligible to reserve space for an event.

Non-peak season is defined as the months of May, June and September (after Labor Day Weekend) and October.

Reservations are subject to space availability and are confirmed on a first come first serve basis. Reservations may not be made more than one year in advance. Only on rare circumstances will more than one large event be scheduled for the same period.

Reservations for wedding events will include the day of the wedding, rehearsal, photo sessions, and dinner over no more than three consecutive days. Typically, the third day ends at noon, unless other arrangements are made.

In order to arrange an event, the party or wedding must be for an Association Member or parent, child, grandparent, grandchild, uncle, aunt, sibling, nephew or niece.

Reservations and Applications

Only completed and qualified applications will be considered for a date confirmation. Any incomplete application or requirements will delay confirmation or forfeit the date requested.

ALL five (5) of the following requirements must be met and received by the Association Manager before a request for a date is considered complete.

Completed POLICY form

Completed APPLICATION form

\$500.00 deposit made out to LTPA

\$1,000.00 fee made out to LTPA

Special event insurance (\$1,000,000 bodily injury and property damage with \$2,000,000 aggregate limits) covering the days you will be using the park.

All reservations are on a first come, first served basis once all requirements are met. Confirmations of your date will be sent by mail and/or E-mail upon approval. Only when AN EVENT CONFIRMATION is received by the applicant will the event be deemed booked for that date.

Event Use Policies-All Events

The onsite use of the property is non-exclusive use of the park and beach area but the Association rules will not permit restricting members from the use of beach, pier, walkways or restrooms. Therefore, large-event party goers must expect to share these facilities with members.

Large parties will be allocated a party area with tables dedicated for the event period.

Weddings will have non-exclusive use at the North End of the park and beach including the north pier. The tables within this area and the large barbecue will be reserved exclusively for the wedding party.

Parking for guests is off site. The association makes no commitment to provide adequate parking in the area. The Association does not provide parking. It is preferred that parking away from the park neighborhood be obtained and shuttles to the park arranged.

Guests must access the park through the main gate. A guest list must be provided to the park staff prior to the event, and someone in the party must be responsible for letting guests into the park.

A vendor list will also be required, Vendors may make arrangements to access the park through the gates at the north and south ends of the park.

The grass area may only be used for the actual wedding site. Chairs and wedding service area may be set in the grass area for the service.

Music may be live, played by sound system or a D-Jay from 2:00 pm to 8:00 pm only. The volume must be reasonable and cannot disturb the neighbors.

Minors are not allowed to drink alcoholic beverages on the premises.

Guest boats are not allowed to be tied at the piers or on association buoys.

Cleanup is the responsibility of the member sponsoring the event. All or part of your deposit will be forfeited if there is damage to the park or cleanup is not accomplished by the end of the event period.

- All garbage must be placed in the garbage cans.
- All tables, chairs and equipment used for the event must be removed from the park by the end of the last day of the event period, or neatly stacked near the fence, behind the big barbecue, for early pickup the next morning.
- Park Staff is only responsible for emptying the park garbage cans. All other cleanup work is to be done by or arranged to be done by the member sponsor.

Lake Tahoe Park Association

Annual Election Policies and Procedures

Section Updated June 1, 2016

Eligibility

Any persons who are members of the Lake Tahoe Park Association, in good standing, are eligible to run as a candidate for the Board of Directors. Membership and Voting is defined in the Bylaws of the Lake Tahoe Park Association.

Timeline

Elections will be held annually. Elections in even years are typically for four (4) directors and elections in odd years are typically for (3) directors.

Procedure

The Annual Election process for Directors of the Lake Tahoe Park Association and any other Ballot Initiatives shall follow this procedure:

1. On or about February 15th (to be set each year)
 - a. The First Notice of Annual Meeting of Lake Tahoe Park Association shall be mailed to members of the Lake Tahoe Park Association.
2. On or about April 1st (to be set each year)
 - a. Any member who wishes to be a candidate for the Board of Directors of the Association must declare their candidacy on the Notice of Candidacy form and optionally include an information sheet with their notice.
3. On or about May 1st (to be set each year)
 - a. The Second Notice of Annual Meeting of Lake Tahoe Park Association shall be mailed to members of the Lake Tahoe Park Association. The Second Notice packet shall include the following:
 - i. Lake Tahoe Park Association Official Mailed Ballot;
 - ii. Lake Tahoe Park Association Instructions for Casting Ballot for Election of Board of Directors and Ballot Initiatives;

- iii. Board of Directors Candidates' Information Sheets, if provided by Candidate per the FIRST NOTICE OF ANNUAL MEETING.
 - iv. Size #9 Ballot Envelope
 - v. Size #10 Return Envelope
- 4. Prior to the Annual Meeting of the Lake Tahoe Park Association
 - a. An Elections Inspector will be appointed by the Board, at the winter or spring Board meeting.
 - b. Any Ballot being returned by mail must be received by the Association Manager in order to be considered. The Association Mail box is emptied the morning of the Annual Meeting.
 - c. The envelopes containing the Ballots shall only be opened by the Election Inspector.
 - d. Ballot handling prior to the Annual Meeting.
 - i. The Association Manager shall deliver all mailed Ballots, still in their Return Envelopes, to the Election Inspector.
 - ii. Ballot verification and tabulation maybe performed by the Election Inspector prior to the Annual Meeting. Results will be held in confidence by the Inspector until the final Ballots are tabulated at the Annual meeting.
 - iii. Ballots shall be verified
 - 1. Prior to opening the Return Envelope, the Election Inspector or the designee of the inspector, will verify the member's information and signature on the outer Return Envelope against a list of Members eligible to vote.
 - a. In the event that multiple Ballots are received for a single eligible vote (defined in the Membership section of the Bylaws of Lake Tahoe Park Association), the Election Inspector shall attempt to ascertain which is the correct ballot to include. If the Election Inspector is unable within a short timeframe to determine which ballot is the correct ballot, no ballots for that property shall be opened, tabulated or otherwise included in the election results.

2. After Ballots have been verified, the outer Return Envelopes may be opened.
 - a. The Ballot Envelope containing the Ballot may be removed.
 - b. The opened Return Envelopes should be set aside and retained by the Association.
- iv. Ballots shall be counted
 1. The inner Ballot Envelopes should be opened and the Ballot removed.
 2. The votes on the Ballot shall be tabulated.
 3. The counted Ballots should be set aside and retained by the Association.
5. Voting at the Annual Meeting
 - a. Members are required to sign in when attending the Annual Meeting.
 - b. Sign in sheets will be notated if a Ballot was received from the member.
 - c. If a Ballot was not received, the member will be offered a Ballot package to vote at the meeting.
 - d. Members attending the Annual Meeting may submit their Ballot (enclosed in properly completed double envelopes per the Instructions for Casting Ballot) to the Ballot Box provided at the meeting.
 - e. All Ballots must be completed and placed in the Ballot Box by 11:00 AM on the day of the Annual meeting.
 - f. Ballots shall be verified
 - i. Prior to opening the Return Envelope, the Election Inspector or the designee of the inspector of elections, may verify the member's information and signature on the outer Return Envelope against a list of Members eligible to vote.
 - ii. After all ballots have been verified, the outer Return Envelopes may be opened.
 1. The Ballot Envelope containing the Ballot may be removed.
 2. The opened Return Envelopes should be set aside and retained by the Association.

- g. Ballots shall be counted
 - i. The inner Ballot Envelopes should be opened and the Ballot removed.
 - ii. The votes on the Ballot shall be tabulated.
 - iii. The counted Ballots should be set aside and retained by the Association.

6. Ballot Handling

- a. All votes shall be counted and tabulated by the Election Inspector or a designee.
- b. Any candidate or other member of the association may ask to verify the count and tabulation of votes.
- c. No person, including a member of the association, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- d. Once a secret ballot is received by the Election Inspector, it shall be irrevocable.
- e. Election results shall be considered final if not contested within 90 Days of the Annual Meeting.
- f. Ballots and Envelopes maybe destroyed after 90 days from the Annual Meeting.

7. Election Results

- a. The tabulated results of the election shall be promptly reported to the Board and shall be recorded in the minutes of the Annual Meeting of the board and shall be available for review by members of the association.
- b. The board shall give general notice of the tabulated results of the election by posting the results for the Membership at the Gate House at the Lake Tahoe Park Tract.

- 8. Sample documents: Yellow highlights dates and times that change each election.

**FIRST NOTICE OF ANNUAL MEETING OF
LAKE TAHOE PARK ASSOCIATION**

Lake Tahoe Park
County of Placer
State of California

February 15, 2016

Dear Member(s):

On behalf of the Board of Directors of Lake Tahoe Park Association, Inc., (your "Association"), we are enclosing herewith a Notice of the Annual Meeting of the Members of the Association.

The meeting will be held on **July 2, 2016** at **11:00 A.M.** at the Lake Tahoe Park Tract (1700 Sequoia Avenue, Tahoe City, CA 96145) on the west side of Lake Tahoe, two (2) miles South of the Truckee River, on the beach property.

Any Member who wishes to be a candidate for the Board of Directors of the Association must return the enclosed Notice of Candidacy form to the Association no later than **5:00 P.M.**, on **April 1, 2016**. There are **four (4)** positions open for election on the Board of Directors.

Lake Tahoe Park Association
Attention: Association Manager
P.O. Box 5771
Tahoe City, California 96145

Such written notice shall be accomplished by one or more of the following methods:

- By personal delivery to the aforesaid Association Manager; or
- By regular U.S. mail to the aforesaid Association Manager.

Upon receipt by the Association Manager of written notice that a Member desires to be a candidate for the Board of Directors, the Association Manager shall issue a written receipt acknowledging delivery of the written notice.

Each candidate also has the option to deliver with their written notice, a one-sided information sheet (no larger than 8 1/2 inches by 11 inches) describing the candidate's background, education and qualifications and any other factors deemed relevant by the candidate.

The Association shall mail or deliver the SECOND NOTICE OF ANNUAL MEETING to be mailed or delivered by the Association to all members no later than **May 2, 2016**. The SECOND NOTICE OF ANNUAL MEETING will include a ballot to vote for the candidates for the Board, along with a copy of each candidate's information sheet. Instructions for voting procedures will also be provided.

Voting rights shall be determined pursuant to the Bylaws of the Lake Tahoe Park Association.

Your Association, which is the governing body of The Lake Tahoe Park Association (LTPA) is a California not for profit corporation acting as trustee to administer certain properties located at 1700 Sequoia Avenue (known as the Park), and 1760 West Lake Blvd in Tahoe City (known as the Triangle Property) for the property owners of Tahoe Park, as more specifically defined in the Articles of Incorporation and the Bylaws of the Lake Tahoe Park Association. Accordingly, we would strongly urge you to make your selection of your directors with the utmost of care and consideration, as those directors will have the responsibility of running the affairs and business of the Lake Tahoe Park Association. This meeting is your opportunity to vote for and participate in the election of those persons and, therefore, the return of your ballot is most important.

Sincerely,
President, Board of Directors, Lake Tahoe Park Association

**NOTICE OF CANDIDACY
FOR ELECTION TO THE BOARD OF DIRECTORS OF
LAKE TAHOE PARK ASSOCIATION**

IF YOU WISH TO BE CONSIDERED AS A CANDIDATE FOR ELECTION TO THE BOARD OF DIRECTORS OF LAKE TAHOE PARK ASSOCIATION, PLEASE COMPLETE AND SUBMIT THE FOLLOWING FORM TO THE ASSOCIATION'S GENERAL MANAGER BY NO LATER THAN **5:00 P.M.**, on **APRIL 1, 2016**.

THE ANNUAL MEETING WILL BE HELD ON **JULY 2, 2016** at **11:00 A.M.** AND **FOUR (4)** MEMBERS WILL BE ELECTED TO THE BOARD OF DIRECTORS.

TO: LAKE TAHOE PARK ASSOCIATION

Please be advised that I intend to be a candidate for the Board of Directors in the upcoming election.

- Attached please find my information sheet.
- I will not be submitting an information sheet.

DATED _____, 2016

NAME _____

SIGNATURE _____

PHONE NUMBER _____

Email Address _____

LAKE TAHOE PARK ADDRESS _____

ASSESSOR's PARCEL NUMBER (APN) _____

**SECOND NOTICE OF ANNUAL MEETING OF
LAKE TAHOE PARK ASSOCIATION**

Lake Tahoe Park
County of Placer
State of California

May 2, 2016

Dear Member(s):

On behalf of the Board of Directors of Lake Tahoe Park Association, Inc., (your "Association"), we are enclosing herewith a Notice of the Annual Meeting of the Members of the Association.

The meeting will be held on **July 2, 2016** at **11:00 A.M.** at the Lake Tahoe Park Tract (1700 Sequoia Avenue, Tahoe City, CA 96145) on the west side of Lake Tahoe, two (2) miles South of the Truckee River, on the beach property.

Enclosed with this Notice you will find:

- Lake Tahoe Park Association Official Mailed Ballot;
- Lake Tahoe Park Association Instructions for Casting Ballot for Election of Board of Directors and Ballot Initiatives;
- Board of Directors Candidates' Information Sheets, if provided by Candidate per the FIRST NOTICE OF ANNUAL MEETING.
- Ballot Envelope
- Return Envelope

Voting rights shall be determined pursuant to the Bylaws of the Lake Tahoe Park Association.

Your Association, which is the governing body of The Lake Tahoe Park Association (LTPA) is a California not for profit corporation acting as trustee to administer certain properties located at 1700 Sequoia Avenue (known as the Park), and 1760 West Lake Blvd in Tahoe City (known as the Triangle Property) for the property owners of Tahoe Park, as more specifically defined in Articles of Incorporation and the Bylaws of the Lake Tahoe Park Association. Accordingly, we would strongly urge you to make your selection of your directors with the utmost of care and consideration, as those directors will have the responsibility of running the affairs and business

of the Lake Tahoe Park Association. This meeting is your opportunity to vote for and participate in the election of those persons and, therefore, the return of your ballot is most important.

Sincerely,
President, Board of Directors, Lake Tahoe Park Association

**LAKE TAHOE PARK ASSOCIATION
OFFICIAL MAILED BALLOT**

AFTER VOTING, PLEASE PLACE THIS BALLOT IN ENVELOPE 1 AND SEAL. THEN PLACE ENVELOPE 1 IN ENVELOPE 2 AND SEAL. IN THE UPPER LEFT HAND CORNER OF ENVELOPE 2, PLEASE SIGN AND PRINT YOUR NAME AND IDENTIFY THE ADDRESS AND ASSESSOR'S PARCEL NUMBER (APN) OF YOUR PROPERTY WITHIN THE ASSOCIATION.

Voting rights shall be determined pursuant to the Bylaws of the Lake Tahoe Park Association.

ELECTION OF BOARD DIRECTORS

There are **four (4)** positions open for election on the Board of Directors, for a term of two years* (see Special Note in Amendment 2, below). Only one vote may be cast for any nominee. Each unit may cast up to **four (4)** votes. Please place an "X" in front of the name of the candidate for whom you are voting.

CANDIDATE	CANDIDATE
<input type="checkbox"/> Name _____	<input type="checkbox"/> Name _____
<input type="checkbox"/> Name _____	<input type="checkbox"/> Name _____
<input type="checkbox"/> Name _____	<input type="checkbox"/> Name _____
<input type="checkbox"/> Name _____	<input type="checkbox"/> Name _____
<input type="checkbox"/> Name _____	<input type="checkbox"/> Name _____

LAKE TAHOE PARK ASSOCIATION

**Instructions for Casting Ballot for
Election of Board of Directors and Ballot Initiatives**

1. On the Ballot:
 - a. Mark an X or a checkmark next to the candidate(s) for whom you are voting. Vote for no more than **four (4)** candidates or your Ballot will not be counted;
 - b. Mark an X or a checkmark next to each Ballot Initiative indicating whether you Approve or Do Not Approve of the Ballot Initiative;
 - c. Do NOT put your name, address, Assessor's Parcel Number (APN) or other identifying information on the Ballot.
2. Put the Ballot into the envelope which is marked as the "Ballot" envelope and seal this envelope. Do NOT put your name, address, Assessor's Parcel Number (APN) or other identifying information on the "Ballot" envelope.
3. Insert the sealed "Ballot" envelope into the envelope which is marked "Return Envelope" and seal it.
4. All owners or the designated voting member (voting rights shall be determined pursuant to the Bylaws of the Lake Tahoe Park Association) must:
 - a. Print their respective names legibly in the appropriate space provided on the exterior of the "Return Envelope";
 - b. Sign their respective names in the appropriate space provided on the exterior of the "Return Envelope";
 - c. Write the address and Assessor's Parcel Number (APN) for which the ballot is being cast in the appropriate space provided on the exterior of the "Return Envelope".
5. Bring or mail the Return Envelope to the Association office where it will be placed in a secure location until the Annual Meeting. Alternatively, you may bring the Return Envelope, with the Ballot inside to the Annual meeting, to cast your Ballot.

IN ORDER TO BE CONSIDERED, A MAILED BALLOT MUST BE RECEIVED PRIOR TO THE ANNUAL MEETING. BALLOTS MAY BE RECEIVED NO LATER THAN THE START OF THE ANNUAL MEETING (11:00 AM) A FAILURE TO COMPLY WITH THE INSTRUCTIONS SET FORTH ABOVE MAY RESULT IN YOUR BALLOT BEING INVALIDATED.

The envelope containing the ballots received by the Association shall be retained by the Association and shall only be opened by the appointed Election Inspector after verification of eligibility.

No proxies may be used for these elections, therefore it is very important that you carefully follow these voting instructions.

If you have any questions regarding these instructions, please contact _____ at () - _____ - _____.

Return Envelope (size #10 outer envelope)

BALLOT RETURN ENVELOPE

Voter Name _____
LTPA Address _____

Tahoe City, CA _____
APN _____
Voter Signature _____

Lake Tahoe Park Association
Attention: Election Inspector
P.O. Box 5771
Tahoe City, California 96145

Ballot Envelope (size #9 inner envelope)



Do not place anything other than your BALLOT in this envelope.
Place the Ballot Envelope into the RETURN ENVELOPE and mail.