

Tahoe Meadows

A Historic District

Updated October 2025

Tahoe Meadows Mooring Field Participation Plan

Charter- Tahoe Meadows (“TM”) Homeowners Association (“HOA”), seeks to confirm its historic mooring field abutting its Lake Tahoe lakefront property and create a community mooring field plan open to all HOA voting members in good standing as defined by the Association’s restated CC&Rs, Article 4 Section 5. Each such member shall have the opportunity to participate in the fair and equitable use of the TM community mooring field. Tahoe Meadows operates its community mooring field in conjunction with a lease from the California State Lands Commission (“CSLC”) and permit from Tahoe Regional Planning Agency (“TRPA”). The CSLC requires that the TM community mooring field be operated to allow all members of the HOA to have fair and equitable access to the buoys that belong to Tahoe Meadows HOA. Participation shall require the members’ equitable participation in the capital costs to confirm and maintain the field and an agreement by the participating members to equitably share the costs of continuous operations of the community mooring field while they remain participants in the Tahoe Meadows Mooring Field Participation Plan (“Plan”). Individual participant use shall be determined by an equitable “first-come-first-serve” approach, followed by a lottery if there are more subscriptions of interest than buoys permitted by TRPA and CSLC. If needed, this lottery will be held in the Spring of each year. Usage fees will be assessed for individual use of the community mooring field over the operating season. The costs of operation of the community mooring field will be supported solely by the participants in the Plan. The general operating budget of TM HOA shall not be burdened in any manner by the Plan. The Board of Directors of TM shall annually establish adequate overhead allocations and reserves to be assessed to the Plan fund so that there remains independence between the general operations funds of TM and the fiscal responsibilities of the Plan. The Board of Directors of TM shall have the governing authority over the administration of the Plan. All participants in the Plan agree to the following:

Application for Member Participation

1. I am a member in good standing of the Tahoe Meadows HOA and wish to become a member participant in the Tahoe Meadows Mooring Field Participation Plan (“Plan”).
2. I agree to pay **\$2,250.00** as payment of the Participant Initiation Fee (“PIF”).
3. I understand that, on July 15, 2009, the TM Board mailed all members of the TM HOA, soliciting interest in participating in the TM community buoy field. At the time, this process was primarily responsive to permitting activities that TRPA was engaged in related to buoys on Lake Tahoe. I further agree that any positive responses to that mailing—indicating an interest in participating in the community buoy field at that time—will be deemed to roll over as a positive intention to participate in this Tahoe Meadows Mooring Field Participation Plan.
4. I understand that any payments made since July 15, 2009, for buoy field surveying, permitting and other activities related to the community buoy field, will be credited against

payments due for the PIF in the Tahoe Meadows Mooring Field Participation Plan.

5. I agree to abide by all the rules and procedures for the community mooring field as established by the TM Board of Directors in order that the Tahoe Meadows Mooring Field Participation Plan allows all members of the HOA fair and full access to the community mooring field. Access to TM buoys will be granted as follows:

- i.) First-come-first-serve up to the number of members, equal to or less than the number of buoy permits allocated to the HOA, electing to participate.
- ii.) If more members of the HOA wish to join the "Plan" than the number of buoy permits allocated to the HOA, and have paid in full all applicable buoy fees, including the "PIF", then a lottery will be held to distribute the buoys.
- iii.) Each member (i.e., registered property owner in the TM HOA) may submit only one application into the lottery.
- iv.) Any "Plan" participant losing access to the buoy field on the basis of lottery results will be refunded their "PIF" and any buoy fees for that year.
- v.) The lottery process will be completed no later than June 1 of that year.

6. If there are fewer members participating in the Plan than permitted buoys, the numerical difference will be deemed "Extra Buoys" (e.g., 47 permitted buoys, minus 42 current HOA members participating = 5 Extra Buoys). Current members of the Plan may apply to use Extra Buoys by submitting another signed application and PIF. Such use by existing Plan members of Extra Buoys will be on a first-come-first-serve basis. If all Extra Buoys have been subscribed to as described above, and an HOA member not currently participating in the Plan submits an application and PIF, then Extra Buoys will be relinquished back to the pool of available buoys before undertaking the lottery process described in paragraph 5 above. Such relinquishment of Extra Buoys will be on a last-in-first-out basis. If there are no Extra Buoys available and a current member of the Plan requests another buoy, they will be put on a waiting list.

7. I agree to pay the annual Plan fees in advance of each season of participation in the Plan. The TM Board will set these fees each year and communicate this to all members in the Tahoe Meadows HOA.

8. I understand that use of the TM community mooring field by members participating in the Plan is only for watercraft owned and used actively by members (or their guests or renters) who are concurrently residing within Tahoe Meadows. The Plan expressly forbids: i.) The re-renting of buoys to any party who is not concurrently residing within Tahoe Meadows, ii.) The use of these buoys (for no-fee) by any party, other than the participating HOA member, who is not concurrently residing within Tahoe Meadows. Failure to adhere to these restrictions may lead to termination from the Plan, loss of all buoy privileges, and no refund of the PIF at the discretion of the TM Board.

9. I agree that as a Plan participant, I may elect to voluntarily leave the Plan at any time after two (2) seasons of participation. However, my PIF shall not be refunded until an eligible replacement Plan participant contributes their own PIF. As a Plan participant electing to leave

the Plan, I shall no longer be eligible for participation in the Plan and shall not be levied any further assessments for participation in the Plan. Any seasonal assessments and fees shall not be pro-rated. All participants who remain in the Plan as of June 1 of each year shall be responsible for the entire seasonal fees and any assessments for that season. Any Plan participant who has left the Plan *voluntarily* may elect to return to the Plan at any time in the future, provided they include in their request payment of the current PIF, and there is an available buoy. Otherwise, they must wait for the next lottery. Any failure to pay fees and/or assessments within 30 days of having received such notice to remedy my failure to pay, will result in the termination of my Plan participation. I understand that if I am terminated from the Plan, I must await refund of my PIF until such time that an eligible replacement Plan participant joins the Plan. If I am terminated from the Plan, I will need to seek specific TM Board of Directors approval to reenter the Plan and to remit the current PIF.

10. I agree that any TM member in good standing may join the Plan at any time by submitting an application, along with payment of the currently-established PIF, thus creating the possibility that the number of Plan member families will increase over time, but at no time will the number of PIF accounts in the Mooring Field Fund be less than the original "initial participation subscription" number. I understand that since any and all eligible members of TM may elect to participate in the Plan, if I am a participant and sell my property in TM, I may elect to transfer my PIF to the new owner of my property, provided that the new owner agrees to all the terms, conditions and rules of the Plan. I understand that by transferring my PIF, I no longer am entitled to participate in the Plan, and I have no further claim on the PIF which I have transferred.

11. The TM Board of Directors may appoint a Mooring Field Administrator, who may be a paid employee/contractor of the HOA. The Board shall also appoint a Mooring Field Committee composed of no more than seven (7) active participants in the Plan. This committee shall be charged with advising the TM Board of Directors on all matters relating to the operations of the Plan and the TM HOA community mooring field.

12. I understand that the cost of the PIF may rise over time and will be set each year at the discretion of the TM Board.

Tahoe Meadows Mooring Field Participation Plan - Signature Page

▶ Member Name (Printed): _____

▶ Tahoe Meadows Address: _____

▶ Member Signature: _____

▶ Date: _____

▶ Accepted: _____
TM Mooring Field Committee Chair

▶ Date: _____