

TEXINS LAKE TEXOMA CLUB

OPERATING PROCEDURES AND RULES

APPROVED BY
EXECUTIVE COMMITTEE:

May 14, 2010

SPONSORED BY TEXINS ASSOCIATION OF CLUBS

13900 N. Central Expressway
Dallas, Texas 75243

* This supersedes all Previously Issued Operating Procedures & Rules

Rule Revisions

2/20/97	Added Attachment I. Changed Attachment H to allow MEMC employees to be treasure or president and added Raytheon TI Systems. Updated duties of chairpersons.
7/1597	Added to attachment H to allow members in good standing, sold to Anderson Consulting, Excell, Liquid Air, and Semiconductor Technology and Instruments to retain their membership.
11/10/98	Incorporated several item from past monthly club meeting minutes. Add new requirement from the Corps about ATV's, go-carts and golf carts.
August 9, 1999	Corrected various typos, changed Executive Committee Composition from 15 to 9 and changed Terms of Office from 2 to 3 years.
December 22,1999	Grandfathering of members in good standing unless they were terminated for cause, install Resident Manager as the Corps Liaison Person, provide authorization for Exclusive Camp Site inspections, move the annual membership meeting to May at the lake to introduce new board members and Eliminate the following board positions: Membership, Lots, Boat Stalls, Boat Docks, Site Facilitator, Camping/Pavilion.
February 15,2000	Revised Article II, Section I, Paragraph a (eligibility for membership) to allow Active, Retired or Former Employees of Texas Instruments Incorporated or Texas Instruments Incorporated legacy companies, or any of Texas Instruments Incorporated subsidiaries.
August 7, 2000	Revised Rule 19 regarding ZONING/BOUNDARIES. Added Section X, Lot Transfer Process.
February 12, 2002	Added Section IX,PROCEDURE FOR ELECTIONS FOR EXECUTIVE COMMITTEEFORTEXINS TEXOMA CLUB to Article IV. Clarified Attachment "I" to read "calendar" years.
May 16, 2002	Updated Rules Governing Exclusive Campsite Holders to include clarification of approvals required for septic systems. In APPENDIX I TO ATTACHMENT B, pertaining to mobile homes being moved into the park.
August 08, 2002	Updated Rules for Election ballots, disclaimer on sponsored membership, add noise ordinance section, update leash ordinance and fueling on dock clarification.
February 20, 2003	Updated Rules for fines/warnings and corrected various typos.
August 18, 2003	Revised fines/warnings, dock stickers, construction material lists. Updated index and general document format cleanup.
March 15, 2004	Revisions to Membership criteria. Reinstated Exclusive Campsite Sponsored Membership and transfer to relatives of campsite owners. Provisions for covers on Outside Boat Storage spaces. Updated name of Texins Association to Texins Association of Clubs.

October 20, 2004	Revisions to shared septic systems. Miscellaneous document cleanup.
July 25, 2005	Revised multiple bid requirement for projects, section II Use of Funds
August 6, 2008	Clarified sections III, VIII, deleted article II section 1.f, updated Attachment H, I and J
May 13, 2010	Extensive formatting changes, treasurer responsibilities, general clean up, Update Section II Duties of Officers

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TEXINS LAKE TEXOMA CLUB OPERATING PROCEDURES

PART I - DEFINITIONS

- a) Club - Texins Lake Texoma Club
- b) Texins - The Dallas Texins Association of Clubs, charters the Texins Lake Texoma Club.
- c) Corp - Corp of Engineers
- d) Committee – Executive Committee elected pursuant to the By-Laws and authorized under the authority of the Dallas Texins Association of Clubs.
- e) Office Manager – on-site club manager
- f) Facilities Manager – on-site maintenance/facilities manager
- g) Member – paid member in good standing
- h) Common Areas – all club properties other than Exclusive Campsite Holders sites

PART II – TEXINS LAKE TEXOMA CLUB

ARTICLE I - NAME AND PURPOSE

SECTION I: NAME:

The name of this club is "Texins Lake Texoma Club" and it will be referred to herein as the "club". The Dallas Texins Association of Clubs, referred to herein as "Texins", charters the Texins Lake Texoma Club, which consists of two portions of land; Club East and Club West. Club East - east portion (52 Acres) of the land the club occupies is owned by Texins. Club West - west portion (51 Acres) of the land the club occupies and is leased from Corp of Engineers.

SECTION II: PURPOSE:

The purpose for which the club exists is to promote interest in, develop, and administer a weekend and vacation recreational facility at Lake Texoma where members and their families can enjoy fully the advantages and benefits of outdoor sports and recreational activities and the association with others of like interests.

ARTICLE II - MEMBERSHIP

SECTION I: ELIGIBILITY:

Membership in the club is limited to persons in the following categories:

- a. Active, Retired or Former Employees of Texas Instruments Incorporated or Texas Instruments Incorporated legacy companies, or any of Texas Instruments Incorporated subsidiaries.
- b. Spouses of deceased club members, providing that the member was in good standing when they became deceased.
- c. Full time contract employees of Texas Instruments Incorporated, or any of its subsidiaries.
- d. Employees of TI Joint Ventures or other business relationships will be eligible as stated in Attachment H.
- e. Sponsored Members not employed by Texas Instruments will be eligible as stated in Attachment I.
- f. Relatives of Club Exclusive Campsite holders as stated in Section II.

ARTICLE III - MEETING OF MEMBERS

SECTION I ANNUAL MEETING

The annual meeting of the members shall be held at a location determined by the Committee as early in the spring as possible after Easter weekend. The Members at this meeting shall have the opportunity to meet Committee members and speak at the forum providing they have submitted a synopsis of their spoken communications to the Club Office no later than one week prior to the meeting.

SECTION II SPECIAL MEETINGS:

Special meetings shall be held at the call of the President. The President shall be required to call a special meeting upon receiving a written request signed by any ten (10) members, and that meeting shall be held at such time and place and for such purpose or purposes as may be specified in the notice thereof.

SECTION III NOTICE OF MEETING:

Notice of all meetings, annual or special, stating the date, hour, place, and purposes thereof, the Office Manager shall notify members of the club by E-mail and/or handbills placed in various locations on the Club premises. The President may call sub-team meetings with a shorter notice period if all subteam members agree.

ARTICLE IV - EXECUTIVE COMMITTEE

An Executive Committee of and elected by members of the club in good standing shall have general management powers over the property, business, and affairs of the club and shall be responsible for administering it to the benefit of the Club.

SECTION I DUTIES OF THE COMMITTEE

- 1) Cause proper books of account to be kept in respect of all money received and expended by it and the matters in respect of which the receipt and expenditures take place;
- 2) Prepare financial statements relating to all money of the Club, and the income and expenditures of the club for each Annual General Meeting;
- 3) Maintain financial reports of all assets, liabilities and equity of the Club;
- 4) The Committee shall enforce these By-laws and shall take all necessary steps to uphold the By-laws. The intent of the By-laws are not to unduly confine or restrict any member's use of the Club, but rather to promote a pleasant environment for all Club members.
- 5) In addition to its duties and responsibilities under the Texins Charter and as provided in the preceding subparagraph, the Committee shall:
 - a. Where practical, establish and maintain suitable common areas, such as, beaches, picnic areas, marina, restrooms, playgrounds, overnight campsites, RV parking areas;
 - b. Provide adequate garbage receptacles on the Common Areas for the use by all Members and provide for regular garbage collection;
 - c. Maintain the parking and storage facilities;
 - d. Provide and maintain reasonable outside lighting;
 - e. Maintain and keep in a state of good repair the Common Area structures, and all Common Area roads.

SECTION II POWERS OF COMMITTEE

- 1) The Committee, for the benefit of Texins and all Members, shall do all things necessary for the enforcement of the By-laws and the control, management and administration of any part of the Club with which it may be concerned;
- 2) Make management agreements and recreational agreements;
- 3) Levy penalties, by way of fines, for any violation of Club rules.

- 4) Commence an action, pursuant to the authority of Texins, for the recovery of fines for the violation of any Club rules.
- 5) Commence such other proceedings as may be available for the enforcement of any Club rules.
- 6) Impose and collect membership fees, give notice of Club access suspension, and generally to deal with Members or guests as provided in the Club rules, and including the commencement of applications to the Court for relief, and for damages arising from a Member's damage of Common Property;
- 7) Restrict access to the Common Property or any part of the Club by any Member who has failed to pay, when due, membership fees and/or fines past due for violation of Club rules;
- 8) The Committee may employ for and on behalf of Texins, employees as it thinks fit in connection with the control, management and administration of the Club and in that respect may authorize those persons to exercise the powers of and carry out the duties of the Club.

SECTION III PENALTIES FOR VIOLATION OF CLUB RULES

- 1) If the Committee/Club Managers determines that a violation of the Club rules is occurring, it may, by resolution, cause a notice to be delivered to the Member alleged to be in violation specifying the nature and particulars of the violation, specifying a reasonable time in which the violation is to be corrected, and the fine to be levied if the violation is not corrected. A copy of the notice shall be made available upon request during office hours at the Club office. The Committee may impose a penalty by fine, not to exceed \$25.00 per week, and \$200.00 total, if the violation has not been corrected.
- 2) Should the Manager have to respond to a second infraction of the Club rules a fine of not less than \$200.00 will automatically be levied against the offending party or parties. If, at any time, there is obnoxious response on the part of the Member or their guests, when approached to correct violation of Club rules, the local sheriff's office may be called and in some cases, expulsion may be necessary per Article VI, Section II.

SECTION IV EXECUTIVE COMMITTEE COMPOSITION:

The number of committee persons, which constitute the Executive Committee, shall be nine (9), including the principal officers. Elected representation on the Executive Committee shall be generally proportionate to the Texoma Club population of the North Texas area sites. The balance of representation shall be examined annually by the Nominating Committee and adjusted if necessary with the approval of the Executive Committee.

SECTION V EXECUTIVE COMMITTEE ELIGIBILITY:

The Executive Committee shall meet the eligibility requirements for membership in the club and shall be in good standing for at least 2 years.

SECTION VI ELECTION AND TERMS OF OFFICE:

The Executive Committee shall act as Nominating Committee for election of executive committee members. Nominations from the floor at the annual meeting for specific openings also will be accepted. The elected term of office for committee persons will be three (3) years. Committee persons are eligible to serve two elected terms in succession. If a second term is desired, the persons name must be placed on the ballot and voted back in for the second term. Committee persons are not eligible to serve three elected terms in succession. Elections will be held in September and offices will be assumed on January 1 of the following year.

SECTION VII PRINCIPAL OFFICERS:

The Principal Officers of the club shall be the President, the Vice President, the Secretary, and the Treasurer selected from and elected by the Executive Committee. The Principal Officers may also appoint additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers, and Committee Chairpersons as desired from the elected committee persons. The term of office for the principal officers will be one year.

SECTION VIII QUORUM:

Five (5) members of the Executive Committee shall constitute a quorum of the conduct of official business.

SECTION IX RESIGNATIONS:

Resignation of any committee person shall be accepted by a majority vote of the remaining members of the Executive Committee. In the event a member of the Executive Committee misses three (3) consecutive monthly meetings of said committee, they shall be considered to have automatically resigned from said committee unless they are reelected to their position by a majority vote of the remaining Executive Committee members attending an Executive Committee meeting.

SECTION X VACANCIES:

A vacancy of the Executive Committee shall be filled by choosing a new board member from the list (ranked by vote count) of members not elected in the most recent election process. If a vacancy does arise, the incoming member will have to have served at least 50% of exiting member to be considered to have fulfilled the first term of office. Incoming club member will be allowed to run in next term and if incoming member has served less than 50% of outgoing member's full term, incoming member will be eligible to run for two full three year terms. And if more than one vacancy exists, a special meeting of the club shall be called and new members shall be elected to fill the unexpired term, as provided in Article IV, Section VI, entitled ELECTION & TERMS OF OFFICE.

SECTION XII PROCEDURE FOR ELECTIONS FOR EXECUTIVE COMMITTEE:

The election process begins at the August monthly board meeting. A general announcement to the club members that nominations are open shall be made via email notification and posted at various Common Areas through out the Club. The nominations are due into the club office through e-mail or written notice to the club office located at 137 Gateway Road, Pottsboro, Texas. It is the club member's responsibility to ensure the club office has their current contact information made available (i.e., email address, home address, phone numbers, etc). Clarification: Must be a member in good standing of the club to nominate someone for the executive committee.

The Office Manager will check that all nominees are members in good standing. The Rules Chairperson is in charge of elections and will contact the nominees to request a profile. All nominees will submit a small written paragraph to the office and a photograph or digital photo. If a photograph is not available, the candidate may have the manager take a Polaroid photo in the club office. The Rules chair will take the profiles and develop a candidate profile sheet. The Secretary will develop the ballot page and instruction letter for voting. Incumbents will be noted on the ballot sheet. The listing order of the candidates on the ballot sheets will be varied so that everyone has an opportunity to be listed first on an equal number of ballots. Example: if there were 6 candidates and six hundred potential voters, there would be 6 different ballots of 100 each, etc. Lot number will be included on the ballot sheet if applicable.

Ballots and candidate profile sheets will be mailed to each club member at least four weeks prior to vote count with a numbered return envelope. The numbered envelopes will be shuffled prior to mailing to members. The numbered return envelope will be stamped and addressed to the club office. It is important to note the ballot must be returned in the numbered envelope, even if the ballot is hand delivered to the club office and that only one ballot can be returned in the provided envelope. The numbered ballot envelope insures voter anonymity and integrity of the election. The ballot page should not be signed by the voter or have any special markings. The club office shall record the ballot number, located on the envelope exterior, and then the envelope will be placed into a locked ballot box. Ballots will only be accepted at the office in the numbered return envelope. Any leftover numbered envelopes shall have their number recorded and the envelopes destroyed.

The ballots box shall be opened at a time and date after election close, as determined by the Board, in the presence of at least three non-candidate board members (two of which must be officers of the club). Board members running for re-election are banned from counting ballots. The envelopes removed from the box shall be checked against the ballot numbers recorded upon arrival at the club office. Upon opening, the envelopes will be discarded and the ballots checked for no more than the maximum number of candidates selected. There will be at least three tally sheets to record the vote count. The tally results for all three sheets shall match. The three candidates with the most votes are elected to the next year's executive committee. The candidate with the fourth largest number of votes will be the alternate if a board member resigns prior to the next election.

Rules for ballots:

- 1) One ballot per club member
- 2) One ballot per numbered envelope. Envelopes with multiple ballots will be discarded.
- 3) Ballots with more than 3 candidates selected will be discarded.
- 4) At least three non-candidate board members will be present to open the ballots and perform the count.
- 5) At least two club officers must be present.
- 6) Only ballots returned in the provided numbered envelopes will be counted.

The Rules Chair or designee will contact all newly elected board members. The general announcement to the club will occur in the annual membership letter that is issued in the late fall.

Example Schedule for year 2000:

Tuesday August 8, 2000 Election process begins at monthly meeting; nominations open
Wednesday August 16, 2000 Announce nomination open through Fall newsletter and general e-mail
Sunday Sept 10, 2000 Nominations close
Tuesday Sept 12, Executive Committee drawing for listing order of Candidates during normal meeting.
Sunday Sept 24, 2000 Candidate profiles and photos due into club office
Saturday Sept 30, 2000 Latest date to mail ballots to all club members
Saturday, Oct 28, 2000 All ballots dues by 1:00 pm to club office
The counting of the ballots will be completed before the next monthly meeting.
(The board to set time and date.) Ballot box will be opened at club office and votes tallied.
Ballots to be held by the Secretary in case of dispute or recount for the period of 1 year.
Tuesday Nov 14, 2000 Invite new board members to monthly board meeting at Texins

ARTICLE V - DUTIES

SECTION I GENERAL:

It will be the general responsibility of the officers of the Club to see that all operations of the club are carried out in accordance with the Club's Operating Procedures and Rules and to resolve to the satisfaction of the Texins Association of Clubs (TAC) any conflict between Texins Club rules and the TAC Constitution & Bylaws, procedures & policies, and actions of the parent Texins Association of Clubs.

SECTION II DUTIES OF OFFICERS:

PRESIDENT: The President shall preside at all meetings of the club and of the Executive Committee. The president shall be a member ex-officio of all regular and special committees, and shall perform all such other duties as usually pertain to this office. The President will have a vote the same as other members of the Executive Committee.

VICE PRESIDENT: The Vice President shall perform the duties of the President in the President's absence or at the Presidents request. The Vice President will also serve as the Development Chairman.

SECRETARY: The Secretary shall plan the dates and location, of the Executive Committee meetings, and shall notify the members of the Executive Committee of all meetings. The secretary shall keep a true record of all meetings. In addition, the Secretary shall retain the election ballots from the annual Board nominations, from every year. The secretary is to ensure all minutes of the Executive Committee meetings are maintained at the Lake office. The lake office shall be the main depository of club information. Back up data shall be stored in a location at the Maintenance manager's office.

TREASURER: The Treasurer shall maintain an accurate record of the budget and all transactions. The Treasurer shall render a financial report at Executive Committee meetings and the annual report to the

Texins Association of Clubs Treasurer. The Treasurer will provide the accounting firm hired by the Texins Association Clubs with a breakdown of income and expenses on a monthly basis. In addition the Treasurer shall assist the various committee chairpersons in the preparation of the annual budget. When approved by the Executive committee, the treasurer shall be responsible for submitting the annual budget to the Texins Association of Clubs manager. It will be the general responsibility of the Treasurer to see that all financial commitments and transactions are carried out in accordance with these procedures; and, the Constitution & Bylaws, policies and procedures of the Texins Association of Clubs. In the event of conflict, the latter will prevail.

EXECUTIVE COMMITTEE: The Executive Committee shall have general supervision and control of the club. The Executive committee by resolution passed by a quorum of the Executive Committee shall designate one or more committees as required. The committee chairperson will be from the Executive Committee and will appoint, as many members of the club as desired to fulfill the duties of the committee. Permanent committees include:

1. Development
2. Maintenance
3. Entertainment
4. Election / Rules

The duties of each committee chairperson(s) are outlined in Attachment E.

RESIDENT MANAGER: The Club Resident Manager shall be appointed by a majority of the executive committee and report to President of the Lake Texoma Club board and shall be in charge of the day-to-day operation of the Club's facility. In addition the Resident Manager will collect all income and pay expenses for the Club as necessary. The Resident Manager is also designated, under the supervision of the Club President, to be the Corps Liaison person and supervise duties of the Facilities Manager. The duties of the Corps Liaison Person are outlined in Attachment E.

FACILITIES MANAGER: Facilities Manager shall be appointed by a majority of the executive committee and report to President of the Lake Texoma Club board through the Office Manger and shall be in charge of the day-to-day upkeep and maintenance of the Club's facility as outlined in Attachment E.

LIMITATION OF LIABILITY OF OFFICERS: No officer or former officer of the club shall be liable to the club or any other person for any loss or damage sustained as a result of an action taken or omitted to be taken by said director or officer in good faith, if they exercised or used the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of their own affairs; and the club shall protect said officer, or former officer and their heirs, executors, administrators, and personal representatives against all claims.

ARTICLE VI - SUSPENSION OR EXPULSION

SECTION I OFFICER SUSPENSION OR REMOVAL:

Any officer may be removed by an affirmative majority vote of the Executive Committee at any regular or special meeting called for this purpose. No vote on suspension or removal may be taken unless at least fifteen (15) days notice in writing shall have been given to the officer of the charges against them and of the time and place of the special meeting at which such ballot on their removal is to be taken. At such meeting the officer shall be given a full hearing.

SECTION II MEMBERSHIP SUSPENSION OR REMOVAL:

Any member may be suspended or expelled from the club for any cause deemed sufficient by the Executive Committee by a majority affirmative vote of the members of the Committee present at any regular or special meeting. No vote on suspension or removal may be taken unless fifteen (15) days' notice in writing has been given to the member of the charges preferred and of the time and place of the meeting of the Executive Committee at which such charges will be considered. At such meeting the member being charged will be accorded a full hearing.

Any member may be asked to immediately leave the Club by the Office Manager, Facilities Manager, and/or Committee member for any major violations deemed sufficient for removal. The member may not return to the Club until the Executive Committee has convened a meeting to review the violation.

SECTION III PREFERRING CHARGES:

Any member in good standing may prefer charges against any officer or member. They shall be in writing clearly stating the facts relied upon and accompanied by all affidavits or exhibits, which are used in their support. Such charges shall be filed with the Secretary, who will immediately notify the President. The President will call a meeting of the Executive Committee to hear the charges. The Secretary will give at least fifteen (15) days notice of the meeting to each member of the Executive Committee and to the accuser and to the accused, which notice shall be in writing and will include a true copy of the charges and of the supporting affidavits and exhibits. If the person does not respond to the first notice the following steps of notification shall be followed:

- 1) Registered letter sent to member by the secretary and a copy forwarded to Texins legal representative.
- 2) After 30 days of no action the secretary shall send another certified letter and forward a copy of the letter to Texins legal representative and gate card will be deactivated.
- 3) After another 30 days of no action the secretary shall send a certified letter to the member and a copy forwarded to Texins legal representative stating the property will be sold within 30 days.
- 4) After all of the above has been met the lot will be sold to the highest bidder per paragraph 4 of attachment B (Exclusive Campsite license agreement).

SECTION IV APPEAL:

Any member suspended or expelled by the Executive Committee may appeal to the membership of the club. Such appeal shall be made in writing to the Secretary who will notify the President. The President will call a special meeting of the club for the purpose of acting on the appeal. The Secretary will give at least fifteen (15) days notice in writing to all members of the club in good standing, setting the date, time, place and reason of such special meeting. At the meeting of the club the Secretary will read the original charges, the supporting affidavits, and will read the minutes of the special meeting of the Executive committee at which original charges were heard and action taken. A full hearing will be given the accuser and accused. A vote will be taken by ballot of the members in good standing present and a two-thirds affirmative vote shall be required to reverse the action of the Executive Committee.

ARTICLE VII - FUNDS

SECTION I OPERATING FUND:

The operating fund shall consist of monies originating from membership dues and other fees, and shall be administered by the Treasurer and or the Office Manager in accordance with Texins Association of Clubs procedures.

SECTION II USE OF FUNDS:

All funds shall be used for purpose set forth in the Texins Association Clubs Constitution & Bylaws for maximum benefit of the entire membership. All funds spent over \$1000 should have a minimum of three (3) bids requested for the item or work that is needed. However in the case of dealing with a known contractor with a track record of good performance for the club the executive committee may choose to only require one bid. An emergency, such as a water pump etc., may be purchased without three bids if approved by both the President and Treasure.

ARTICLE VIII - GENERAL PROVISIONS

SECTION I RULES:

Conduct of members and their guests at the club will be governed by a set of rules drawn up by the Rules Committee and approved by the Executive Committee. One set of these rules will be distributed to each person becoming a Member and by request and will be prominently displayed and made available at the club office.

SECTION II LAND USE AGREEMENTS:

Rules and regulations governing the exclusive occupancy of campsites will be the joint responsibility of the Development Committee and the Rules Committee. All matters pertaining to exclusive campsites will be referred to the Development Committee for recommendations.

SECTION III LIQUIDATION:

In the event of a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the association, all assets remaining after the payment of debts and other obligations shall revert to the Texins Association of Clubs.

SECTION IV FISCAL YEAR:

The fiscal year of the club shall terminate on the 31st day of December each year.

ARTICLE IX - AMENDMENTS TO OPERATING PROCEDURES

SECTION I ALTERATION OF OPERATING PROCEDURES:

These Operating Procedures may be altered, changed, amended, or repealed only on majority approval of the Club's Executive Committee and by the Texins Association of Clubs' Board of Directors.

ARTICLE X GENERAL PROVISIONS

SECTION I ASSESSMENTS:

Any special assessments or new fees, additional to yearly fees, shall be voted on and approved by a majority of the Texins Lake Texoma Club Executive Committee as deemed necessary to ensure stable and financially responsible operation of the Club.

PART III – GENERAL RULES

1. MEMBERSHIP: Membership Eligibility is defined in ARTICLE II, SECTION I.
2. FEES. The Executive Committee establishes membership Fees and Dues. They will be reviewed annually and the membership will be advised of the amount for the upcoming year. This will be accomplished by the use of e-mail and posted throughout the Common Areas of the Club.
3. ZONING. The Development chairperson establishes zoning of club areas. No revisions to this zoning will be made except through the procedure established in Rule 20, Section II of Rules Governing Exclusive Campsite Holders.
4. EXCLUSIVE CAMPSITE HOLDERS – see Part IV. of these rules.
5. RULE COMPLIANCE. Each member accepting membership in Texins Lake Texoma Club agrees to abide by the Club's rules, and decisions of the Executive Committee. Club members are responsible for the conduct of their guests.
6. RULE ENFORCEMENT. Violators of Texins Lake Texoma Club rules are subject to disciplinary action and/or suspension/expulsion from the club as stated in Article IV, SECTION III PENALTIES FOR VIOLATION OF CLUB RULES
7. SPEED LIMITS. The speed limit for all motorized vehicles throughout the entire site is fifteen (15) miles per hour. Operators of all vehicles are subject to the laws of the State of Texas. No vehicle will be allowed to operate which emits any objectionable noise. Members are responsible to ensure that these vehicles are operated in a safe and courteous manner.
8. MOTORCYCLES AND GOLF CARTS. Motorcycles and Golf carts must operate within the stated 15 mph speed limit in a safe and orderly manner. Go-carts and ATV's will no longer be allowed to operate on any part of the club land due to Texas law and Corp's requirements. All vehicles operated on the Club property must be maintained in working order and operated by a licensed driver. All vehicles must be registered, tagged and street legal. All golf carts must display a slow moving triangle mounted visibility to the rear of the vehicle and the Club recommends lot numbers be displayed on golf carts. All vehicles must have a working headlight, tail lights and have a noise-limiting muffler. All vehicles must be ridden on improved or unimproved roads, not on the grass.
9. BOAT SPEED. Boat speed limit is five (5) knots or less (no visible wake) within the cove. Boats must stay out of swimming areas and observe safety rules at all times.
10. SKIING. No skiing is allowed near swimming, near docks, or within cove areas.
11. SWIMMING. Swimming in authorized areas is done at member's risk. There are no lifeguards. Swimming in or around dock areas and boat ramps is strictly prohibited. The Coast Guard has also indicated its intention to levy a \$50.00 fine on anyone swimming around dock or boat launch areas.
12. FISHING. Fish are to be cleaned in designated fish cleaning areas only and fish waste disposed of suitably. Fish waste should NOT be placed in trash receptacles.
13. BOAT DOCKS. The use of the club boat docks is prohibited without a Dock Sticker. Stickers can be bought on a yearly or monthly basis, through the Resident Manager at the lake office. Stickers shall be attached to boats per the directions on the Dock Sticker sheet. Boat Docks are on a first come basis. Boats should be securely tied to one side of the slip. The docks are not to be used as a storage area for boats or watercraft. Boats will not be left at the dock for longer than 48 hours without being used. It is recommend that a boat owner inspect the condition of their boat every 12 hours. The member is responsible for the condition of their boat and the boat contents. **COE Title 36 currently prohibits refueling of any vessel not at an approved fueling facility. Club docks are not an approved fueling facility. Do not fuel your boat at the boat dock as the Corp may force closure of the Texins marina.**

14. LOADING DOCK. This is the small dock next to the ramp. The purpose of this dock is to aid a person during the time of loading or unloading people from their boat or loading their boat on or off the trailer. Boats should not occupy this facility for more than 30 minutes at a time.
15. DOCK PARKING LOTS. No unattended vehicles with a trailer are to be parked in the general area of the fish house or docks at anytime. No vehicles with trailers are to be left on the lower parking lot.
16. TRAILER PARKING LOT. This lot is located up the hill from the docks. Be courteous, park in an orderly manner and do not block another trailer or vehicle. The trailer parking lot is not to be used as boat or trailer storage longer than 7 days.
17. RAMP. Have your boat ready for the water prior to arriving on the ramp and for removal once you are finished boating. This ramp is wide enough for two (2) people to unload or load at a time so please do not use the middle.
18. FIREARMS. No firearms, air rifles, air pistols, or B-B guns of any kind may be fired on the club site.
19. ANIMALS. Animals must be kept on leash or restrained by a fence, structure or vehicle, at all times while inside the park. Owners have total responsibility and liability for the behavior of their pets while on the club property. If ANY animal is suspected of harming any person or property damage, the owner will be asked to remove the animal from club property. Be concientous of other Club members.
20. TREES. Trees over three (3) inches in diameter shall not be cut down or mutilated without the approval of the Development Chairperson and Corp approval.
21. CHILDREN. Parents shall be responsible for the safety and conduct of their children. An eligible Texins member must accompany persons under 18 years of age.
22. CLEANLINESS. Each member is responsible for the cleanliness of his/her camping area during use and upon leaving.
23. RESTROOMS/R.V. DUMP STATIONS. No paper towels, etc., are to be placed in the commodes or in your R.V. holding tank. Restrooms and the R.V. dump stations are on septic tank systems, which become inoperative if paper towels, etc., are flushed.
24. USE OF CLUB EQUIPMENT: All club equipment shall be used only on club property or for the good of the club. A list of authorized users for item such as the front-end loader will be maintained at the office. This list shall be updated during a regularly scheduled meeting and voted on accordingly.
25. GATE BREAKAGE: The gate is designed to allow only one vehicle through at one time. Any member or member's guests that causes damage to the gate shall be imposed a fine. If the gate is broken and the member comes to the office the fine shall be \$50. If the member or guest is located through viewing the camera or other means the fine shall be \$100.
26. EXCESSIVE NOISE ORDINANCE: All local and federal laws govern the Texins Lake Texoma Club and as such, these laws take precedence over club ordinances, such as the noise ordinance. It is the purpose of this ordinance to establish an effective means of regulating and controlling sound and noise within the park, to the ends that the health, safety, and welfare of the club members is maintained through peace and good order; without unreasonably restricting the rights of individuals. It is a violation for any person or persons to make, permit, or continue an unreasonably loud and disturbing noise in the park. Unreasonably loud is any noise that is substantially incompatible with the time and location where it is created to the extent that it interrupts the normal peace and calm of the area.
27. DURATION. The club is intended for weekend, holiday, and vacation use. Any additional use is subject to the approval of the Executive Committee. Failure to comply with this regulation is grounds for expulsion from the club.

28 OPEN CAMPING AREA. The Open Camping Area is available on a first come, first served basis. If a guest of a club member uses the camping area that club member must be responsible for the guest. There is a small charge for the use of these areas, and the cost will vary depending on the type facilities used, i.e., electric, water, etc. This fee is to be paid to the Resident Manager at the time of use.

29. PRIVATE PARTIES. Anyone wishing to have a private party at the club utilizing pavilion facilities must make a formal reservation with the resident manager. The request must state number to be present, and date. One member of the club must be responsible for all activities and actions. Fees for parties are based on the number of people attending and are payable on/or before the time the function takes place.

30 PARKING. Areas have been designated for parking cars and trailers after launching boats. Cars or trailers shall not be parked in roads or near launching areas. No trailers are to be parked in lots by launching areas. Docking area is limited; therefore, loading and unloading dock areas shall be used for those purposes only.

31. RECREATIONAL GROUNDS AND FACILITIES. The recreational grounds and facilities are provided for the use and benefit of all club members and their guests. In consideration, each member is individually and collectively responsible for ensuring maximum utilization and safeguarding the equipment and facilities. Recreational equipment, when available, will be provided by the Resident Manager upon request and with a deposit by an adult member.

PART IV - RULES GOVERNING EXCLUSIVE CAMPSITE HOLDERS

CAMPSITE APPLICATION

1. ELIGIBILITY. Exclusive campsites are available only to club members in good standing. Failure to promptly pay membership or campsite fees or assessments is sufficient cause for action by the Executive Committee to revoke the exclusive campsite privileges. Contract employees who are members of the club may not apply for exclusive campsite privileges unless they meet the requirements of Attachment I (Sponsored membership).
2. APPLICATION. Application for an exclusive campsite shall be submitted to the Development Chairperson or Resident Manager for endorsement and routed to the Executive Committee for approval; this is accomplished by completion and submission of the Campsite Application, shown as Attachment A.
3. CAMPSITE RULES. The campsite application (Attachment A) is an official part of the Rules. "Interest", as stated in Exclusive Campsite Application, includes cleaning the campsite of all unsightly conditions such as tall grass, brush, weeds and trash. Once construction application has been approved by the Corps and Committee, construction must be started within six (6) months and attaining habitable condition within twelve (12) months, thereafter maintaining the campsite in a neat and orderly manner and paying all fees and/or other obligations when due. The club retains the authority, as leaseholder, to enter upon a leased campsite for the purpose of inspecting for compliance with club and Corps regulations and requirements. Open inspections will randomly be conducted on the lot and the exterior of all structures. Inspections of structures interior, or under exterior skirting, for structural integrity and compliance with electrical or plumbing requirements will be by appointment with the Exclusive Campsite License Holder.
4. MOBILE HOME/TRAVEL TRAILER APPLICATION. Any member wishing to bring a mobile home or travel trailer on the premises for permanent installation will be required to request the approval of the Executive Committee, in advance; this is accomplished by submission of a properly completed Campsite License Agreement (Attachment B). The applicant should ensure that they have read and fully understand the provisions of Appendix I to the License Agreement before signing the Agreement and submitting it to the Executive Committee for approval.

5. APPLICATION PRIORITY. Not applicable.
6. RELEASE. All releases of campsites shall be in writing and given to the Development Chairperson or their appointed representative. (See Attachment C.) Applications for previously assigned campsites can be considered only after proper release of said campsite has been received and approved by the Executive Committee.
7. MULTIPLE LOT OWNERSHIP. A member cannot license two club lots simultaneously. Special permission can be sought from the Lake Texoma Club Executive Committee to license a second lot for the purpose of changing lots, but the original lot must be returned to the club and improvements sold to another member in good standing within the period of one year.
8. TAXES AND MEMBERSHIP FEE. When purchasing a campsite, the payment of taxes and lot fees must be negotiated and agreed upon by the buyer and the seller. If payroll deduction is currently used this cannot be terminated until the fees for the current year are paid in full. If buyer wishes to use payroll deduct this can only be started at the beginning of the following fiscal year. The lot holder must pay taxes to the county and cannot be payroll deducted.
9. EXCLUSIVE CAMPSITE TRANSFER TO RELATIVES. The owner of a campsite may transfer ownership of the lot and all improvements to a relative of legal age (minimum age 21), provided the relative applies for and is accepted for Sponsored Membership (See Attachment I). Once approved, the new member is afforded all of the same privileges as any member in good standing.
10. CONSTRUCTION PLANS. Plans must be submitted to the Development Chairperson for all new structures and changes to existing structures; this includes addition of new gravel driveways, septic system / lateral line replacement or any extensive dirt work. Construction MUST NOT begin until the Texoma Club Executive Committee approves plans. Septic system or lateral line replacements also require Grayson County and Corps of Engineers approval. The base level (floor) of all structures is limited to a height of fifteen (15) feet above ground level. Plans for new structures and modifications to existing structures must include construction type (including a list of construction materials) and aligning and positioning in relation to the lot, as well as position and construction type of existing structures, if any.

All electrical installations must conform to the National Electric Safety Code and National Electric Code Standards. And, power poles must be at least 3 feet from the house.

11. SEPTIC SYSTEMS. Septic tank installs, replacements and/or lateral line replacements after 5/14/02 require Grayson County approval prior to submitting the request to the Texoma Club Executive Committee and the potential of having the approval from neighbors if lot lines are crossed. This requirement does not affect existing systems.
 - a. Additional tie-ins to existing septic systems shall require approval of the Texoma Club Executive Committee. Requests for such a tie-in shall be submitted with a Construction Application Form and must have signatures of the existing septic system owner and the member requesting the tie-in.
12. GARAGES. Garages constructed after 6/9/98 must be attached and complementary in design to the inhabitable structure. They must be completely enclosed and preferably to the rear of the structure. Temporary covers must be approved by the Texoma Club Executive Committee and maintained in good repair and are limited to one per lot.
13. DETACHED STORAGE BUILDINGS. The Development Chairperson may approve detached storage buildings less than 120 square feet.
14. LIMITS. There shall be only one cabin, trailer, permanent tent, or other habitable structure per campsite.

15. EXTERIOR SURFACES. All exterior surfaces of structures shall be fabricated of finished material. No tarpaper surfacing shall be allowed under any circumstances. Finish shall be specified on all proposed structures.
16. FOUNDATIONS. Pallets, plywood, and untreated wood may not be used as slabs or foundations for tents, trailers, and cabins.
17. COMPLIANCE. Individuals not complying with the construction rules shall be notified in writing, by the Executive Committee and shall have thirty (30) days to reply and/or make the necessary improvements or alterations. If there is no reply and the necessary actions have not been taken within the specified time, the person holding the campsite will be notified to appear before the Executive Committee where appropriate action will be taken.

DEVIATIONS. Any deviation of the above property improvement rules must receive a two-thirds majority approval by the Executive Committee members present at a committee meeting.

18. GUESTS. Guests of campsite holders may pitch tents or park RVs on the campsite of the member for a period not exceeding one (1) week.
19. GARBAGE. All campsite holders are required to place garbage in trash receptacles provided throughout the site. Under no circumstances should large items such as building material, brush, old furniture, appliances etc., or chemicals or other hazardous waste or tires be placed in or around trash receptacles. Wood must be cut to less than 24 inches in the longest dimension. Individuals wishing to dispose of these type items should make arrangements through the local trash services. Executive committee has the authority to invoke fines for non-compliance
20. ZONING/BOUNDARIES. The Texins Association of Clubs is the leaseholder for the site and has legal authority for campsite boundaries through the Texins Texoma Clubs Executive Committee. The Art Jenson campsite layout of 1970 is the clubs reference for boundaries. No changes can be made to boundaries of an existing campsite, which has been approved by a previous Committee except by the Texins Employees Association Board of Directors. A thirty-day (30) notification for a date of hearing concerning boundary/zoning issues must be made to all parties concerned. A current zoning chart, which has been approved by the Texins Association of Clubs Board, is attached. (See attachment G.) The zoning chart outlines minimum requirements for the respective area. All improvements to campsites that meet or exceed these requirements must be submitted in writing to the Texins Texoma Club Development Chairman for approval.

Campsite holders may fill out a boundary definition sheet at any time and file it in the club office. It must be signed and dated by all bordering campsite holders. It must be based on the Art Jenson layout and have recognizable/locatable reference points defined. Metal stakes must be put in the ground at each corner for future reference. The club will furnish these stakes and they will be ¾ inch rebar, approximately one foot long and driven in to approximately 1 inch below the surface. A completed boundary definition sheet signed by all neighboring campsite holders is required before a lot transfer or sale can occur. Campsite holders may adjust boundaries on their campsite definition sheet if agreed to by all bordering sites. Once filed it cannot be changed without all bounding campsite holders agreeing and will become the campsite boundary definition for future sales and transfers.

When a boundary definition sheet is submitted to the club, the resident manager will review the boundary definition sheet with respect to the boundary definition sheets on file for the adjacent lots to make sure a conflict does not exist with existing boundary definition sheets. If there is a conflict, the new boundary definition sheet will not be accepted and will be returned to the submitter for resolution within the terms of this rule.

As the leaseholder for the site, the Texins Association of Clubs through the Texins Texoma Club Executive Committee is the arbiter for campsite boundary disputes. The Executive Committees findings

are final. After Board arbitration, a boundary definition form must be filled out, signed by all lot holders bordering the disputed campsites, and filed in the club office within 30 days of resolution. If a signed boundary definition sheet is already on file, the Committee will use it for arbitration.

In no case will boundary resolution require facilities (water lines, septic systems, permanent structures, etc) that were in place before the dispute, to be removed. Fences, drives, structures, etc, that are recent and part of the dispute may require moving. Where campsites join a road, the boundary is the edge of the road's right of way, measured 15 feet from the center of the road.

The Art Jenson campsite layout of 1970 is not a survey. Once boundaries are marked they are considered to be approximate. Boundary stakes do not replace the Texins Association of Clubs authority over the Texoma lease. The purpose of boundary stakes is to provide the Texoma Club Executive Committee with historical data for use in resolving future campsite boundary disputes.

22. PROCEDURE FOR RESOLVING CAMPSITE ZONING/BOUNDARY DISPUTES:

- A. Campsite holders with a dispute should bring it to the attention of the board by addressing a letter to the club president or site manager defining its nature.
- B. All adjoining campsite holders will be notified of the dispute and the date and time of the boundary discussion. They will be asked to attend with accuracy of the presentation. If unable to attend they may submit their position or any pertinent information in writing.
- C. Three impartial members of the board will be appointed as a boundary resolution team to physically visit the campsites and review the boundaries in question prior to the board resolution discussion. The boundary resolution team's members will use the Art Jenson campsite layout of 1970, as an aid to determining an equitable resolution of the dispute. None of the parties in dispute will participate in any way in the boundary resolution teams investigation nor seek to influence the boundary resolution team's findings.
- D. The findings will be brought before the Executive Committee for discussion and a vote on the solution.
- E. Campsite holders may attend the discussion portion of the meeting as observers. No comments will be heard from visitors until the presentation is complete. Following the presentation and recommendation, Visitors may have up to 5 minutes per party to offer their own comments prior to a vote on the resolution. Visitors must leave the room when the vote is taken.
- F. Any Executive Committee member with any involvement in any boundary dispute will not be allowed to participate as part of the boundary resolution team or participate in the discussion or vote. Any question regarding a Committee member's involvement will be decided by a vote of the Committee with the member in question absent from the room.
- G. Should the Executive Committee vote not to accept the recommendation of the appointed boundary resolution team, a second boundary resolution team will be appointed with the direction to make a recommendation at the next meeting of the Executive Committee. Should the second boundary resolution team agree with the findings of the first, any party will accept the recommendation of the first with no further action or debate. If the second boundary resolution team makes a different recommendation, then the Executive Committee will proceed as if it were the first recommendation, except in the case where the Executive Committee does also not accept the recommendation of the second boundary team; the dispute will be referred to binding arbitration.
- H. If binding arbitration becomes necessary, then a firm that performs binding arbitration will be selected by the Executive Committee to resolve the dispute. The parties that disagree will bear all costs of the binding arbitration equally.
- I. Following the resolution of the boundary dispute, the boundary resolution team will be responsible for installing the stakes marking the results of the resolution and submitting an updated boundary definition sheet to the club office within 30 days. Any prior markers will be removed in so far as possible.
- J. Campsite holders who refuse to accept the findings of the Executive Committee or the binding arbitration will be considered to have lost their member in good standing status.

23. BOAT STALLS. Boat stalls must be used for storage of a recreational vehicle (boat, camper, etc.). Additional items may be stored inside the stall as long as the major portion of the stall is utilized by the

recreational vehicle. All members of the club except contract employees and sponsored members are eligible. If a waiting list exists on boat stalls, no member may be assigned a second stall. Boat stall fees are established by the Executive Committee and are payable no later than 1 March. The boat stall list will be checked each July for accuracy and approved membership status. Only regular members are allowed to be on the boat stall list. If a requested size or type of boat stall is available and is offered but refused, the person that refused the stall will be moved to the bottom of the list. The Resident Manager shall notify the person, in writing, that they have moved to the bottom of the waiting list. If the transfer of a boat stall takes place after the first of the year the Resident Manager shall negotiate between the effected parties and the stall fee shall be pro-rated accordingly between the two parties

A late fee schedule for non-payroll deduction members follows:

<u>Payment Received:</u>	<u>Penalty:</u>
March 1-31	\$25.00
April 1-30	\$50.00 + Gate Card Deactivated
May 1-31	\$200.00 + the club may repossess Boat stall

24. VEHICLES. Any vehicle (cars, boats, trailers, etc.) stored on the Texoma Club property must have the appropriate current license/registration and inspection sticker and be parked in a neat appearing manner.
25. REFRIGERATORS. Refrigerators that are located outside of cabins, mobile homes or trailers must have a hasp, padlock, and be locked and painted.
26. TERMINATIONS. Campsite holders must continue payment of club fees during the period from termination until disposal of the campsite and facilities. They will also be responsible to ensure that their property is maintained, in accordance with club rules.
27. PERMANENT RESIDENCE. The holder of a campsite may not establish permanent residence or permanent living at the Texins Lake Texoma Club site or permit any other person, including any member of his/her family, to do so. Permanent living, without limiting the generality of the foregoing, shall include: the enrolling of a child in any school, whether public or private, located in the area, while such child is living at Texins Texoma; the establishment of a mailing address at or near the site; or the registration of vehicles and animals with the Texins Texoma site listed as mailing address. No member shall occupy a campsite, exclusive or otherwise, for more than forty-five (45) days in any ninety-day (90) period. A holder of a campsite apparently violating this rule shall be subject to suspension or removal in accordance with the procedure outlined in Sections II, III and IV of Article VI, Texins Lake Texoma Club Operating Procedures.
28. MAINTENANCE. An individual accepting assignment of a campsite is responsible for year-round maintenance of said campsite at his/her own expense. If, in the judgment of the Maintenance Chairperson, any campsite and/or its improvements are allowed to deteriorate to a point that they violate general standards of good housekeeping and detract from overall club appearance, he/she is authorized to require corrective action by the campsite holder. Failure to correct the offending conditions to the satisfaction of the Maintenance Chairperson is sufficient cause for action by the Executive Committee to revoke the exclusive campsite privileges.
29. REVOKING CAMPSITE PRIVILEGES. Should it become necessary for the Executive Committee to consider revoking an exclusive Campsite Agreement, the procedures established covering club membership suspension (Article VI, Sections II, III, & IV) would be followed.
30. CAMPSITE FEES. Campsite fees are established by the Executive Committee and are payable not later than 01 March. A late fee schedule for non-payroll deduction members follows:

<u>Payment Received</u>	<u>Penalty:</u>
-------------------------	-----------------

March	1-31	\$25.00
April	1-30	\$50.00 + Entrance Card Deactivated
May	1-31	\$200.00 + the Club may repossess Lot

The Executive Committee will be required to review all fees on an annual basis and advise the entire membership, in writing, at the time of renewal notification.

ZONING. License holder must supply Resident Manager with advance written permission to move any trailer from lots 11, 13, 18, 19, 21, 23, 30, 34, 35, 242, 243, 244, 351, 352, 362, 363, 364, 365, 366, 367, 368, without notice when necessary (e.g., rising water). The club is not responsible for moving the trailers but will make every effort to assist. The club does not have the capability for moving 5th wheel type trailers.

31. SUBLETTING. The license holder is the primary user. Subletting is absolutely prohibited!
32. GUEST. If someone other than primary user is to use the facility, this person will need written permission from the member and sign in at the office before entering the premises. The license holder will be responsible for the conduct of all guests.
33. FENCES. No new fence construction will be allowed after 6/9/98.
34. OUTSIDE BOAT STORAGE COVERS: Lessees of a Outside Boat Storage space, may install pre-fabbed metal covers. Covers must conform to the Club's specifications that are located at the office. These covers are the sole responsibility of the Member and the Club will not be liable for any maintenance or damage. Prior to installation, the Member will submit a Construction Application Form (see Attachment D) to the Executive Committee for approval. Applications shall include detailed cover specifications (picture, dimensions, material construction, finish, etc.)

ATTACHMENT A EXCLUSIVE CAMPSITE APPLICATION

TO: Texins Texoma Executive Committee
 FROM: Name: _____ Employee Number: _____ Division: _____
 _____ Cost Center: _____ Mail Station: _____
 Home Address: _____
 Home Phone: _____ Work Phone: _____ # in Family _____
 Texins Texoma Member _____ Texins Master Member _____ Texins
 Sponsored Member _____

I hereby make application for exclusive use of the campsite location described below:

Lot # _____

Structure will be: Tent _____
 Trailer _____ (Picture/Description Attached)
 Cabin _____ (Materials & Plans Attached)

I understand that the exclusive use of this campsite area is dependent upon my demonstrating to the Committee's satisfaction a continuing interest in the property and the Texins Lake Texoma Club. If this campsite is to be used for a trailer, I have read and understand Attachment B with APPENDIX I.

This (application) is subject to the Articles of Incorporation and Constitution and Bylaws of Texins Association of Clubs, and to the Operating Procedures and Rules of Texins Lake Texoma Club, as now existing and as may hereafter be modified or altered.

Signed: _____ Date: _____

Approved: _____ Date: _____
 Development Chairman

Committee Action:

Name	Date	Approve	Disapprove
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o

ATTACHMENT B EXCLUSIVE CAMPSITE LICENSE AGREEMENT

This agreement is made between the Texins Association of Clubs, hereinafter referred to as the party of the first part; and _____; member of the Association, hereinafter referred to as the party of the second part; tent slabs and facilities; and other permanent camping facilities at the Association's Lake Texoma site known as Texins Lake Texoma Club. This agreement is made subject to the following:

1. The party of the first part agrees to allow an appropriate and specific campsite to the party of the second part for the purpose of installing a _____ for his/her private and personal use.
2. The party of the second part:
 - a. Must be a member in good standing of Texins Lake Texoma Club. Failure to qualify as a member in good standing as determined by the Executive Committee of Texins Lake Texoma Club will automatically terminate the agreement.
 - b. Must submit construction plans to the Executive Committee for approval before beginning construction. The Corps of Engineers allows no more than one habitable structure per campsite.
 - c. Must begin construction within six (6) months from January 1 following Corps approval, and complete within twelve (12) months thereafter or campsite possession will automatically revert to Texins Association of Clubs.
 - d. Must bear all costs of construction including water and power installations, if desired.
 - e. Must bear cost of utilities.
 - f. Will be responsible for the proper maintenance and upkeep of the campsite allotted to him.
 - g. Will provide timely payment of all taxes of whatever nature assessed by any governmental unit on the facility.
 - h. Must give authority to the party of the first part to enter upon a licensed campsite for the purpose of inspecting for compliance with club and Corps regulations and requirements. Open inspections will randomly be conducted on the lot and the exterior of all structures. Inspections of structures interior, or under exterior skirting, for structural integrity and compliance with electrical or plumbing requirements will be by appointment with the Exclusive Campsite License Holder.
3. In the event of termination from the club for any reason, the party of the second part will be given 12 months from the date of termination to:
 - a. Sell their facility to a member in good standing of Texins Lake Texoma Club;
 - b. Remove facility from the premises.
 - c. Apply for sponsored membership per attachment I.
 - d. Comply with attachment H.

Failure to accomplish any of the above within the prescribed time period may result in action by the Executive Committee to reclaim and dispose of the property. When a. or b. from above is accomplished, this agreement is automatically terminated. When (c) is accomplished the member must sign a new agreement.

4. The party of the second part shall continue to pay appropriate club fees and fees during the period from termination until disposal of the campsite and facilities. In the event their facility cannot be disposed of or removed within twelve (12) months after termination and the party of the second part does not continue to make a good faith effort to sell the property at fair market value, Texins, by action of the Texoma Club Executive Committee, reserves the right to take over ownership and attempt to sell the facility at fair market value. All proceeds from the sale will be forwarded to the party of the second part after deduction of any outstanding fees and sale expenses. Sale expenses will not normally exceed 10%.

5. This permit is granted subject at all times to the terms, conditions and provisions of the Articles of Incorporation and Constitution and Bylaws of Texins Association of Clubs, as amended, the Operating Procedures and Rules of Texins Lake Texoma Club as amended, and to any amendments hereafter made to such articles, constitution, bylaws, operating procedures and rules.

This license is subject to the Lease Agreements existing or which may be executed between Texins Association of Clubs and the Department of the Army. Provided the party of the second part complies with all other terms of this license, this license shall be valid for so long as a valid lease exists between Texins Association of Clubs and the Department of the Army Corps of Engineers

Signed: _____

Club	Manager	DATE	Party of the Second Part	
<u>Committee Action:</u>			Approve	Disapprove
Name		Date		
_____		_____	<input type="radio"/>	<input type="radio"/>
_____		_____	<input type="radio"/>	<input type="radio"/>
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APPENDIX I TO ATTACHMENT B

RULES PERTAINING TO ADMISSION OF MOBILE HOMES/TRAVEL TRAILER FOR EXCLUSIVE CAMPSITE USE

The following rules apply to all mobile homes/travel trailers that are to be placed on lots at the Texins Lake Texoma location and to all mobile homes transferred after June 21, 1973

I. Definition of Mobile Home

- A mobile home shall be defined as a trailer over forty-feet (40) in length excluding the tongue which is normally an additional four (4) feet.
- A mobile home must be eight (8) feet or greater in width.

II. Definition of Travel Trailer

- Travel trailer must be self-contained.

III. General Rules

- All mobile homes must pass the rules set forth below before being brought onto the Texins Lake Texoma Club property. A professional inspector, site manager or any member of the development committee must approve all Used Mobile Homes. Homes over 10 years in age are not permitted in the site without a special waiver from the executive committee. "Trailer Swapping" will fall under these same guidelines.
- In the event that an exception is to be made, the person wishing to bring the mobile home/travel trailer onto the Texins Lake Texoma Club property must sign an exception agreement (attached). This agreement states that the requirements will be met to the satisfaction of the Development Chairperson within a time specified. The Executive Committee must then approve the agreement before the mobile home may be brought onto the Texins Lake Texoma Club property.
- Appeal of decisions made by the Development Chairperson can be made at the next regular meeting of the Executive Committee.
- In the event the requirements are not met by the end of the specified period of time, the person owning it must remove the mobile home/travel trailer. If the owner neglects to remove the trailer, it can be removed and stored by the club at the expense of the owner.

IV. Rules Pertaining to Mobile Homes/Travel Trailers are divided into Two (2) Parts

1) Internal Requirements

Any mobile home being brought onto the Texins Lake Texoma Club property must be finished on the inside. This includes:

- Adequate cooking facilities;
- Adequate bathroom facilities;
- Adequate sleeping facilities;
- Interior walls must be finished in some manner (i.e., trailer cannot be just an aluminum or wooded shell);
- There can be no evidence of destruction by fire or other internal damage needing major repairs. This would not include such things as minor water damage, scratches, the need for interior paint, etc.

2) External Requirements

- There must be no major dents or tears in the skin of the mobile home/travel trailer. 'Major' is defined as any damage warping the frame or large dents over six (6) inches at the widest point. This would not include such things as pits caused by hail damage.
- If the finish is a painted finish (as against a bare aluminum finish) the paint cannot be peeling or missing in large areas. This does not include small areas such as those mars caused by hail or scratches.
- All windows and doors must be intact and functional.- Installation of window air conditioners must be done in a craftsman-like manner with neatly built and painted supports.-
- All butane tanks must either be installed to the rear or to the side of the mobile home away from the road. In the event that the tank must be put next to the road because of lot configurations, it will be screened by shrubbery (not fenced).
- All outbuildings used for storage must be placed to the rear or to the side of the mobile home/travel trailer and away from the road and shall be limited in size to no larger than 120 square feet and must be neatly finished with acceptable siding such as shingles, or aluminum portable type buildings. A sketch showing size, construction, type of material, and location on the lot must be submitted to the Development Chairperson for their approval prior to starting construction.
- Any porch or raised decking that is to be installed must have prior approval of the Development Chairperson, executive committee, Corps of Engineers, before being constructed to ensure compatibility with the surroundings.
- Within one (1) year after installation of any mobile home, or sale of any mobile home on Texins Lake Texoma Club property, all four sides must be skirted. Skirting can consist of regular mobile home skirting, close picket fence type skirting either painted or stained and solid masonry or wood skirting also stained or painted. (NOTE: Any change of ownership after 05/08/95 will require all four sides of mobile home to be skirted) Grandfather Clause: To existing mobile homes and owners as of 05/08/95, the front and the two ends of the trailer next to the road must be skirted if the distance between the ground and the trailer is more than one (1) foot.

V. Before bringing any mobile home/travel trailer onto Texins Lake Texoma Club property, for exclusive campsite use, a photograph of the trailer and a description, including the age, length, and width, must be submitted to the Development Chairperson and approved by the executive committee.

VI. All mobile home owners are required to install tie downs at the time of installation. No mobile home may be transferred until tie down is installed.

APPENDIX II TO ATTACHMENT B

MOBILE HOME & TRAVEL TRAILER EXCEPTION AGREEMENT

In order to be permitted to bring my mobile home or travel trailer onto the Texins Lake Texoma Club property or as a condition of transfer of the mobile home or travel trailer on lot #_____ to me, I, _____ (name), hereby agree to make the following repairs or adjustments to my trailer, in order to conform with the APPENDIX I to Attachment B, Campsite License Permit.

I agree that these adjustments will be completed to the satisfaction of the Development Chairperson by _____ (date).

In the event that these repair or adjustments are not made by the above date, I hereby agree that I will remove the mobile home/travel trailer from the Texins Lake Texoma Club property as soon as is reasonably possible. In the event that I do not remove my trailer within a reasonable time, I hereby grant to the Texins Texoma Club the right to remove the mobile home/travel trailer and place it in storage at my expense, without Texins Lake Texoma club being guilty of any manner of trespass.

SIGNED:

(Owner)

(Date)

Committee Action:

Name	Date	Approve	Disapprove
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o

ATTACHMENT C LOT RELEASE

REPLACED BY APPENDIX E of ATTACHMENT "J"

ATTACHMENT D CONSTRUCTION APPLICATION FORM

TO: Texins Texoma Executive Committee
 Name: _____ Employee #: _____
 Company: _____ Mail Station: _____
 Home Address:
 Street: _____
 City: _____ State: _____ Zip: _____
 Work Phone: _____ Home Phone: _____

I hereby make application for construction on: _____ (Lot #). Attach photo and or drawing and material list to this application. Construction will be:
 Addition Modification Repair/Replacement

To: Cabin Deck or Porch Shed/Garage Septic System

This application is subject to the Articles of Incorporation and Constitution and Bylaws of Texins Association of Clubs and to the Operations Procedures and Rules of Texins Lake Texoma Club, as now existing and as may hereafter be modified or altered.

Signed: _____ Date: _____
 (Applicant)
 Approved: _____ Date: _____
 (Development Chairman)

Committee Action:

Name	Date	Approve	Disapprove
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o
_____	_____	o	o

ATTACHMENT E GLOSSARY OF DUTIES

The duties outlined herein for each committee chairperson(s) and Corps Liaison, is intended as a guideline only. All chairpersons are to carry out the general responsibilities of appointed committee in accordance with Articles (s) IV & V.

DEVELOPMENT:

- Recommend improvements
- Random inspections of lots and structures
- Contact non-compliance lot holders
- Inspect lot improvements
- Interface with Corps Liaison Person

MAINTENANCE:

- Organize spring and fall work parties.
- Organize special work parties
- Inspect club property for unsafe or deteriorating conditions.

PUBLICITY:

- Send out 3 newsletters to all members and arrange placement at work sites.
- Spring deadline--March 15th of each year.
- Summer deadline--June 1st
- End summer--August 1st
- Send memos to members by MSG ID's.
- Statement of club activities in all FREE TIMES.
- Advertisement of the club in site papers.

ENTERTAINMENT:

- Plan annual picnic.
- Plan special parties.
- Arrange food for all work parties.

ELECTION/RULES:

- Propose/update all rule changes.
- Present to Texins board if required.
- Supply manager with copies of the rules for new members.
- Have a complete list of names for the ballot by September meeting.

- Send out ballots by September 15th.
- Post results of election by meeting in October.
- Arrange to have ballots counted by 2 members not currently running for office
- Incorporate all pertinent minutes and new ruling information into the rules once per year.

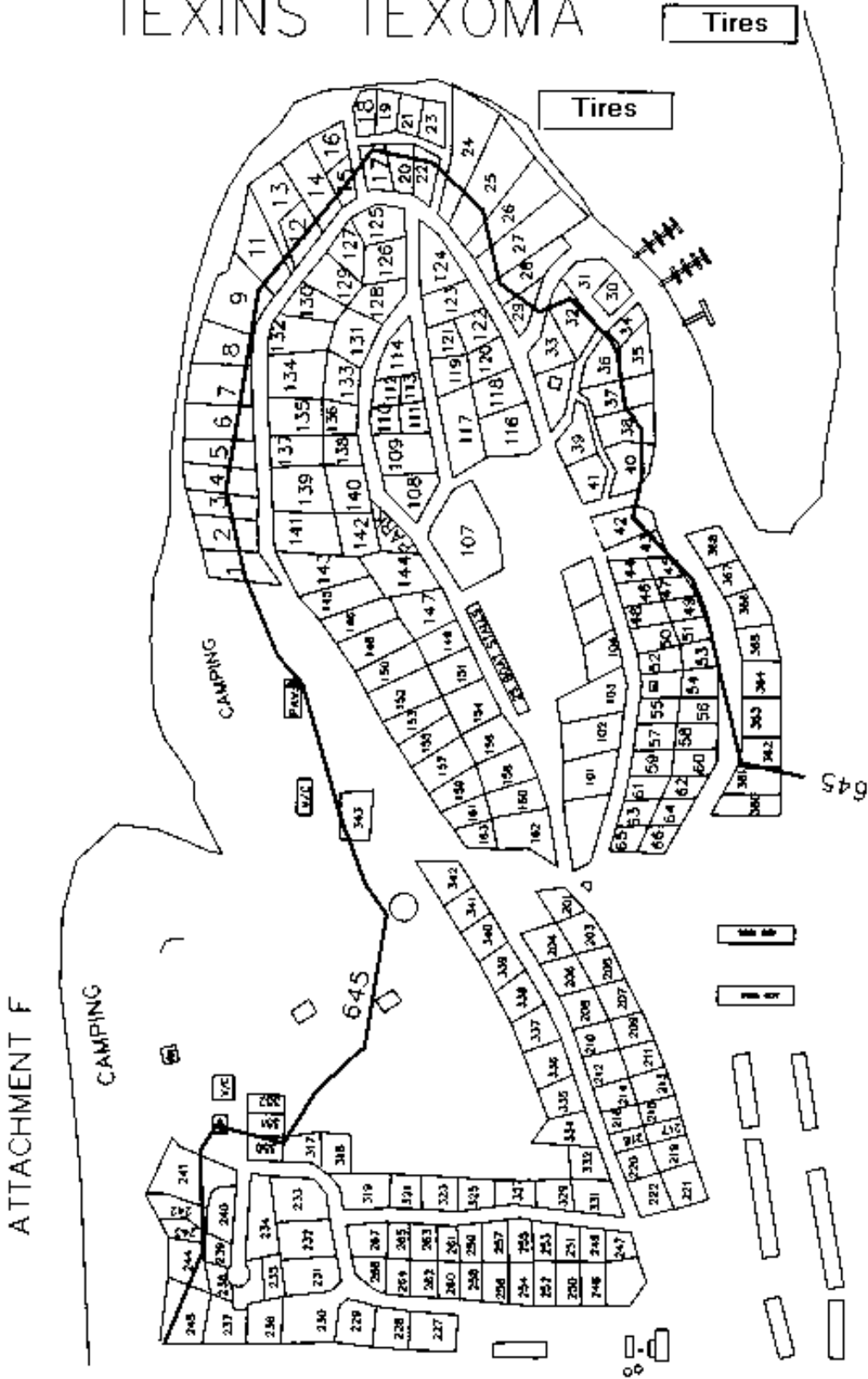
CORPS LIAISON:

- Interface with Corps on all club construction requests
- Keep a log of all Corps correspondence and telecommunications
- Keep board informed on all associated business monthly.

OFFICE MANAGER: See employment agreement

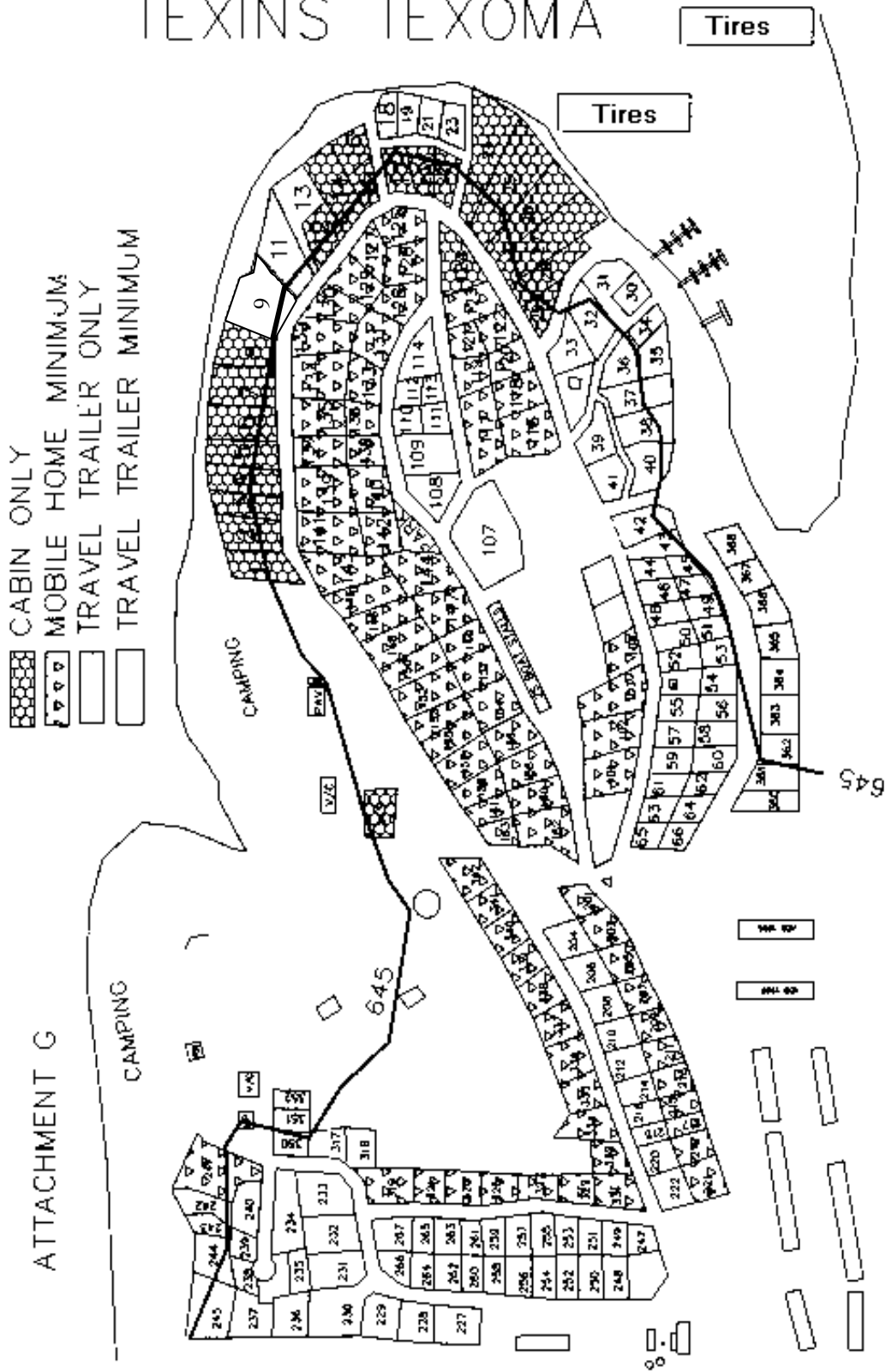
FACILITIES MANAGER: See employment agreement

TEXINS TEXOMA



REVISED 03/07/96

TEXINS TEXOMA



ATTACHMENT H ELIGIBILITY OF EMPLOYEES OF JOINT VENTURES AND DIVESTITURES

Employees of Texas Instruments Incorporated, that are members in good standing of the Texins Texoma Club, that lose their status as TI'ers because of a joint venture or divestiture may still be eligible to maintain their membership in the club. The Texins Texoma Club Executive Board will consider each joint venture and divestiture on an individual basis. Members finding themselves in this situation shall notify the Board to obtain resolution.

1. MEMC SOUTHWEST, INCORPORATED (MEMCSW) : MEMCSW employees will be eligible in the same manner as TI employees. Employees of MEMCSW that retire will be eligible to retain membership in the club.
2. Raytheon employees will be eligible in the same manner as TI employees. Employees of Raytheon that retire will be eligible to retain membership in the club.
- 3 Accenture employees will be eligible to retain their membership indefinitely and have the same privileges as TIers.
4. Excel will be eligible to retain their membership indefinitely and have the same privileges as TIers.
5. Liquid Air will be eligible to retain their membership indefinitely and have the same privileges as TIers.
6. Semiconductor Technology & Instruments will be eligible to retain their membership indefinitely and have the same privileges as TIers.

ATTACHMENT I ELIGIBILITY OF SPONSORED MEMBERSHIPS

1. Special Limited Number of Sponsored Memberships are available if the following criteria is met:

The limited number of sponsored memberships will consist of two types:

- **GENERAL:**
Will allow the members to enter and use the camping, recreational facility, boat ramps and etc, this number cannot exceed 0% of the total membership of the Lake Texoma Texins Club.
- **EXCLUSIVE CAMPSITE HOLDER:**
These members will have the same privileges as General, and in addition will license an Exclusive campsite and own the improvements on this campsite. This number cannot exceed 20% of total Exclusive Campsite License Holders.
- Each applicant must fill out an application. The signed application must be presented to the executive board to be considered for membership.
- An exclusive campsite holder in good standing must sponsor each sponsored member. Members are allowed to sponsor only one sponsored member every two years.

2. Sponsor:

The Sponsor is a Lot holder representing the applicant. The sponsor will be a mentor of the Guest Member, get news about rule changes, work parties, etc. The sponsor will be someone who has known the applicant for at least 2 years. The sponsor cannot be the same person that is selling the lot. A sponsored member may not sponsor another sponsored member for period 2 years.

SPONSORED MEMBERSHIP APPLICATION

NAME _____

ADDRESS _____

DATE of BIRTH _____ S.S NUMBER _____

DRIVERS LICENSE # _____ STATE _____

EMPLOYER _____ HOW LONG _____

EMPLOYER ADDRESS _____

OCCUPATION _____ PHONE _____

SPOUSE NAME _____

DATE of BIRTH _____ S.S NUMBER _____

DRIVERS LICENSE # _____ STATE _____

EMPLOYER _____ HOW LONG _____

EMPLOYER ADDRESS _____

OCCUPATION _____ PHONE _____

CHILDREN: LIST BELOW

_____ AGE _____

_____ AGE _____

_____ AGE _____

_____ AGE _____

PERSONAL REFERENCES:

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

NAME _____ PHONE _____

ADDRESS _____

_____ I agree and understand that my membership in the Texins Lake Texoma Club is that of a sponsored membership and is primarily for the enjoyment of my immediate family. In the event that I have guest on the premises I understand that I have the sole responsibility for their conduct.

_____ I agree to abide by all the rules and regulations set forth by the Texins Lake Texoma Club.

Applicant represents that all the above statements are true and correct and hereby authorizes verification of the above items. An initial is required in each above blank.

Applicant _____ Date _____

Sponsor Section:

I am a member and lot holder at Texins Lake Texoma Club member and I agree to sponsor the above person for Sponsored Membership.

Sponsor _____ Date _____

ATTACHMENT J LOT TRANSFER COVER SHEET AND TRANSFER PROCESS

By initialing this cover sheet the buyer acknowledges that the following documents, which form the essence of this process, have been received, reviewed and accepted:

Document	Document Signature(s) Required For This Process		Buyer's Acknowledgement	
	Seller	Buyer	Initials	Date
Lot Transfer Process (This Document)		X	_____	_____
Operating Procedures and Rules			_____	_____
Exclusive Campsite Application (Lot Description) Attch A		X	_____	_____
Seller's Disclosure Notice - Appendix C to Attachment J	X		_____	_____
Bill Of Sales - Appendix D to Attachment J	X	X	_____	_____
Membership Application		X	_____	_____
Lot Release - Appendix E to Attachment J	X		_____	_____
Exclusive Campsite License Agreement		X	_____	_____

AS the buyer of the property at lot number _____, and the new license holder of said lot, I agree that I have been presented with properly executed copies of the above documents and that on this date I attended a Lot Closing Meeting with the Development Chair, or another Principal Officer and at that that meeting I had the opportunity to clarify any misunderstanding I might have regarding any of the above documents.

Buyer Date

Buyer Date

The undersigned has, on this date, met with the buyer of lot _____ and has verified that, to the best of our ability, all club obligations regarding the Lot Transfer Process have been followed:

Development Chair Date

Resident Manager Date

LOT TRANSFER PACKAGE: The lot transfer package includes a copy of the following documents.

Lot Transfer Process: This document and the associated documents listed on the cover page and described herein. The cover sheet is used to verify that the lot transfer process has been followed and that the buyer has received a properly executed set of all documents. To be signed by buyer and Development Chairman at Lot Closing.

Operating Procedures And Rules: A document containing the club's procedures and rules.

Lot Description: A separate and unique document for each lot, maintained by the DEVELOPMENT COMMITTEE, approved by the EXECUTIVE COMMITTEE and filed in the Texins Texoma Club Office. This document shall contain information pertaining to the physical size and orientation of the lot with respect to other club property. This document shall also list all known zoning or lot use restrictions imposed by the club and by the U. S. Corps of Engineers. Zoning requirements shall include Cabin, Mobile Home and Travel Trailer requirements as applicable. It may also list local, county, state and federal laws or regulations that are applicable.

Seller's Disclosure Notice: A time sensitive document that is completed, signed and dated by the EXCLUSIVE CAMPSITE HOLDER, wishing to sell his/her lot, no more than 120 days prior to the transfer of exclusive campsite privileges to another club member

The DEVELOPMENT COMMITTEE, approved by the EXECUTIVE COMMITTEE, shall maintain a standard form for the Seller's Disclosure Notice and distribution copies shall be maintained in the Texoma Office.

Bill Of Sale: A standardized form that includes safeguards for the seller absolves the club of liability and commits the buyer to a sale contingent upon document/board approval. The DEVELOPMENT COMMITTEE, approved by the EXECUTIVE COMMITTEE, shall maintain the standard form for this document and distribution copies shall be maintained in the Texoma Office.

MEMBERSHIP APPLICATION: Form to be supplied by the office will be required if the buyer is not already a club member.

DEFINITIONS:

Property: This term applies to all existing improvements and/or additions made to or upon an Exclusive Campsite by the current or previous Exclusive Campsite license holders. This may include a Cabin, a Mobile Home or a Travel Trailer. But, may also include such items as septic tanks, sidewalks, driveways and/or drainage equipment or trenches.

Seller: A current Exclusive Campsite license holder who wishes to sell and/or transfer his or her lot to another club member or a prospective new club member.

Buyer: An existing club member or a prospective new club member who wishes to buy or transfer an Exclusive Campsite and any defined property to be included with this sale or transfer.

PROCESS STEPS: The following process steps are shown in Diagram 1. Diagram 1, is to be read from left to right and top to bottom. As described below:

1. The seller shall obtain a copy of all documents listed on the coversheet of this Lot Transfer Process.
2. The seller shall complete and sign the Seller's Disclosure Notice (blank form). This document must be current and is to be completed within 120 days of the date of a properly executed Bill Of Sale. The seller shall retain a copy of this notice to be shown to prospective buyers and is to provide a copy of the completed form to the buyer that eventually becomes the signatory buyer on the Bill Of Sale.
3. The seller shall assist a selected buyer in completing a Membership Application, if the selected buyer is not already a club member, and in completing an Exclusive Campsite License Agreement.
4. The buyer and/or seller shall deliver the completed Membership Application, if required, and the completed Exclusive Campsite License Agreement to the Club Office.

5. The seller and the selected buyer shall complete and sign the Bill Of Sale.
6. The seller shall sign the Lot Release and deliver the signed copy to the office.
7. If a boundary definition sheet for the lot is not already on file at the Club Office, the seller will complete a Lot Boundary Definition sheet per Rule 19, ZONING/BOUNDARIES, of the Club Operating Procedures and Rules.
8. The buyer shall retain a copy of the Bill Of Sale. At the Lot Transfer Closing meeting, the Development Chair or another Principal Officer will verify that a properly executed Bill Of Sale was completed.
9. The Development Chair, or another Principal Officer, will approve the properly executed Lot Transfer Package, which has been compiled by the Club Office.
10. The buyer will coordinate with the Development Chair, or another Principal Officer, to set up a meeting between the buyer and the Development Chair, or another Principal Officer.
11. The Resident Manager and the Development Chair, or another Principal Officer, shall meet with the buyer at the designated Lot Transfer Closing Meeting to answer any questions or clarify any issues that the buyer might have regarding the Lot Transfer Process. The Development Chair, or another Principal Officer, shall verify that the buyer received, reviewed and accepted all the documents listed on the coversheet of this process document.
12. At the Lot Transfer Closing Meeting the Development Chair, or another Principal Officer, shall sign the approval block on the Exclusive Campsite License Agreement. The Resident Manager and the Development Chair, or another Principal Officer, and the buyer shall sign the appropriate signature block on the coversheet of this process document to verify this process has been followed to the best of their ability.

APPENDIX A TO ATTACHMENT J
Lot Transfer Process - Table of Responsibilities

Seller	Buyer	Club
Acquire Lot Transfer Package From Office: - Operating Procedures and Rules - Lot Transfer Process - Lot Description - Seller's Disclosure Notice - Bill of Sale - Membership Application - Lot Release - Exclusive Campsite License Agreement		Stock and supply Lot Transfer Packages (Office)
Complete, sign and submit to office: - Seller's Disclosure Notice		File signed copy of Seller's Disclosure Notice, Make Copies for Seller/Candidate Buyer (Office)
Provide candidate buyer with Lot Transfer Package	Complete, sign and submit to office: - Complete a Membership Application or Verify Current Membership - Exclusive Campsite License Agreement	Prepare Preliminary Transfer Package: - Lot Description - Seller's Disclosure Notice - Verify Membership or Review Membership Application - Exclusive Campsite License Agreement - Bill of Sale - Verify Electrical Certification (Office/Development Chair)
Complete and sign: - Bill Of Sale Complete, sign and submit to office: - Lot Release	Complete and sign Bill of Sale (Present A Copy At Closing)	Finalize Transfer Package: Add the signed Lot Release (Office/Development Chair)
		Approve Transfer Package (Development Chair or another Principal Officer)
	Lot Transfer Closing: Review Transfer Package with the Development Chair and sign Cover Sheet	Lot Transfer Closing: Review Transfer Package with the buyer and: - Verify a properly executed Bill of Sale - Sign Cover Sheet - Sign Exclusive Campsite License Agreement (Resident Manager and Development Chair or another Principal Officer)

APPENDIX B to ATTACHMENT J
Lot Transfer Process - Description of Lot

Plot: the two attached drawings and the Attached Lot Boundary Definition sheet define an approximate plot of lot. [a Lot Boundary Definition sheet must be on file at the club office]

Zoning: Lot __ is zoned for _____. (Zoning changes may be requested. Both the Texoma Club Executive Committee as well as the Dallas Texans Board must approve them. Changes must maintain the integrity of the Park Master Plan.)

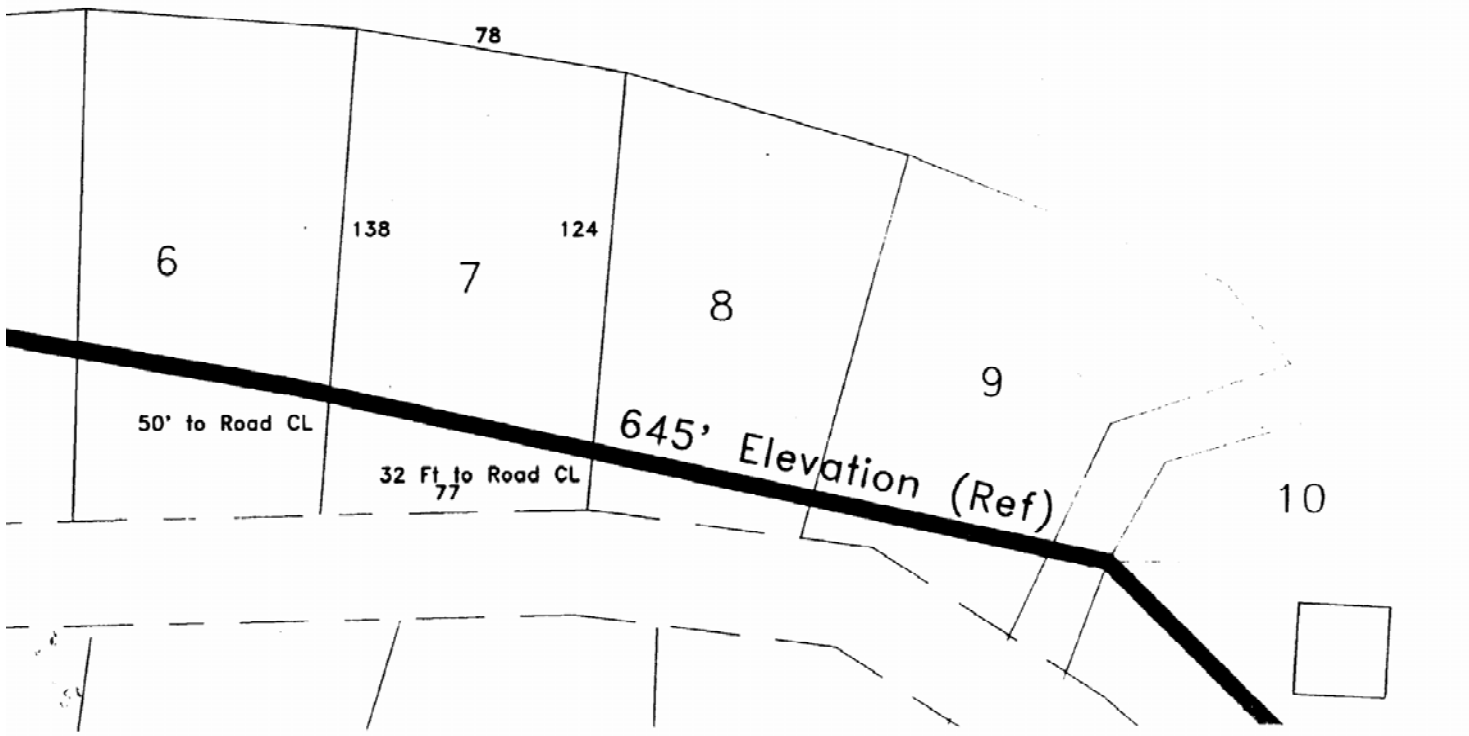
Restrictions: [Examples- there may be none.] Portions of the lot are below 645' elevation.

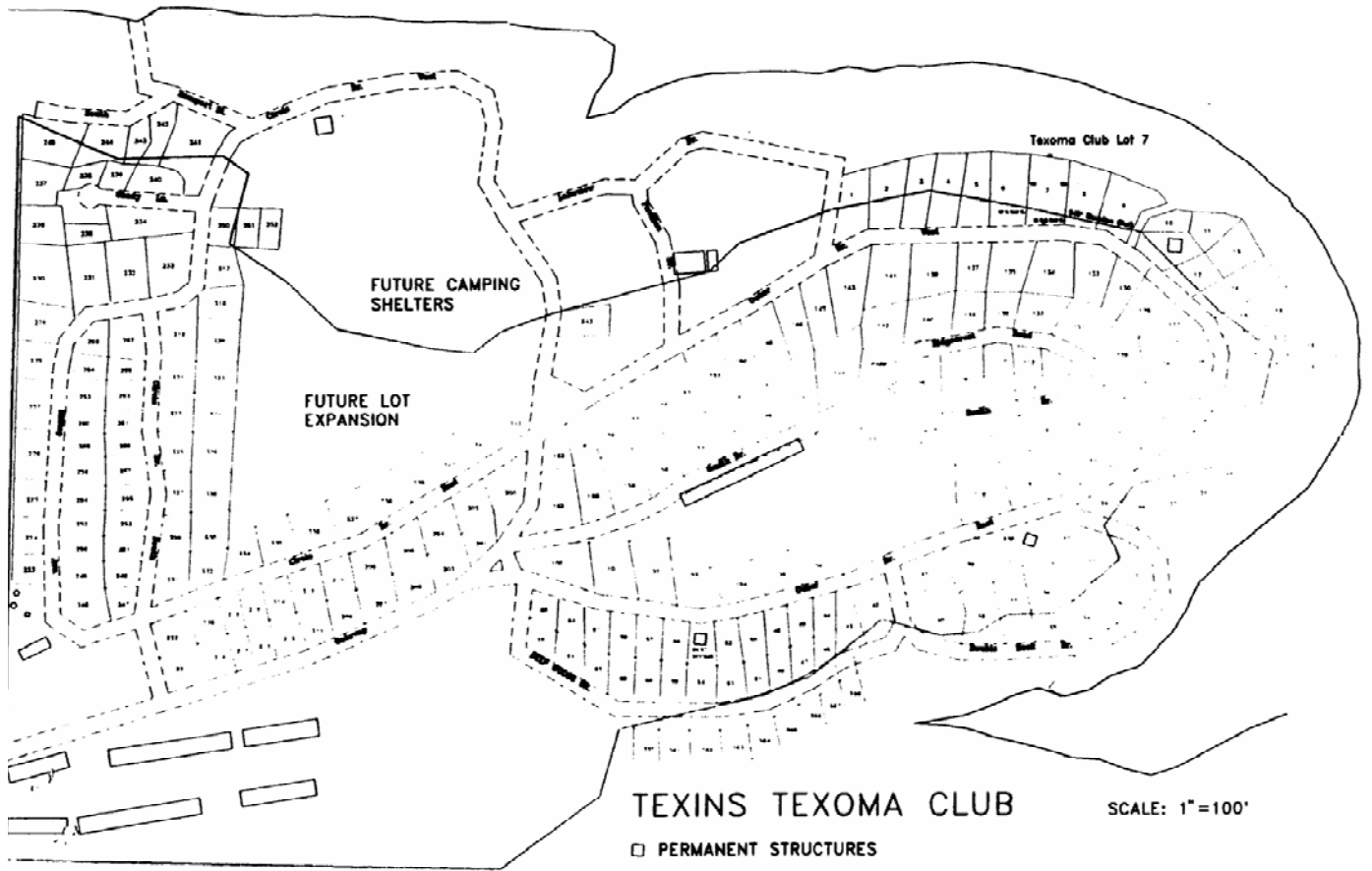
Lots that are located all or partially below 645-elevation have the following restrictions:

1. Permanent Structures may not be constructed or replaced below 645. This includes decks.
2. Mobile Homes may not be sited below 645
3. Electrical Service below 645 must be underground
4. Special Restrictions may apply to modifications or repairs to the septic system. This may make replacement or repair of existing lateral lines more expensive.

New Construction and Improvements or Modifications to Existing Structures: All new construction and improvements or modifications to existing structures must be approved in advance. See the resident Manager for forms and advice.

Texoma Club Lot 7





APPENDIX C TO ATTACHMENT J
Lot Transfer Process – Seller’s Disclosure Notice
(To Be Completed By Seller(s))

Seller(s)
 Name: _____
 Address: _____
 Phone Number: _____
 E-mail: _____

This disclosure notice applies to improvements to or upon the referenced lot, herein referred to as property.

CONCERNING THE PROPERTY AT LOT # _____ Date: _____

This statement is a disclosure of seller’s knowledge of the condition of the property as of the date of the seller’s signature indicated below. This statement is not a warranty of any kind by the seller or the Texins Lake Texoma Club and is not a substitute for any inspections or warranties the buyer may wish to obtain. A buyer is urged to obtain an inspection of the property by a qualified and licensed inspector. The following statements are representations made by the seller(s) based upon seller’s knowledge and are not representations of the Texins Lake Texoma Club. If information required by this notice is unknown to the seller, the seller may indicate that fact on the notice and thereby comply with the requirements.

GENERAL INFORMATION

1. Last year’s Property Tax for this lot was: \$ _____.

2. The seller has been the lease holder for this lot for _____ years.

3. Seller is the current owner of the Property and can sell the property without being joined by any other persons: Yes No – If “No”, explain: _____

4. Type of Property being sold: Cabin, Mobile home, Travel Trailer or Other : _____

5. List of furnishings and Accessories included in this sale:

6. Does seller knows of any currently defective condition to the property? Yes No. If yes, explain:

7. Seller has no uncorrected deficiency notices, either oral or written, regarding the need for repair or replacement of any portion of the Property from the Development Chairperson or any governmental agency, appraiser, inspector, or other except::

8. Is the Property serviced by a Septic System? Yes No
 - If “Yes” when installed _____, size _____ (gallons), and date it was last pumped _____.
 - If “Yes” does the system serve, a Single Lot Multiple Lots.
 - If “Multi Lots”, which lots are served _____.
 - If “Multi Lots” System what lot holder is responsible for replacement or maintenance, lot _____.

9. Have there been any previous incidents of flooding or other surface water penetration in the dwelling or accessory buildings?
 Yes No Unknown - If “Yes”, when did the incident(s) occur and describe the extent:

INDEMNIFICATION

SELLER HEREBY AGREES TO INDEMNIFY THE TEXINS LAKE TEXOMA CLUB AND ALL OTHERS PARTICIPATING IN ANY SALE OF THE PROPERTY OF AND FROM ANY CLAIM, LOSS OR DAMAGE ARISING FROM ANY FALSE REPRESENTATION OF THIS PROPERTY

Seller: _____ Date: _____

NOTICE: Such written information in this Seller’s Disclosure Notice for the Property does not constitute the representations of the Texins Lake Texoma Club, it’s employees or other agents of the club participating in a sale or transaction. The Texins Lake Texoma Club, it’s employees or other agents of the club have made no statements or representations concerning the condition of the Property and are relying upon the information provided by the Seller. **THIS IS NOT A WARRANTY. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY PRIOR TO CLOSING.** The undersigned Buyer(s) hereby acknowledge(s) receipt of this seller’s Disclosure Notice for the Property,
 Buyer: _____ Date: _____

APPENDIX D TO ATTACHMENT J
Lot Transfer Process – Bill of Sale

BILL OF SALE

This BILL OF SALE applies only to improvements, herein referred to as property, at an Exclusive Campsite Lot.

Date: _____

CONCERNING THE PROPERTY AT LOT _____
AT TEXINS LAKE TEXOMA CLUB
137 Gateway Road, Pottsboro, Texas 75076

"Seller", _____
(Name)
of _____
Residence (Address) (City) (State) (Zip Code)

"Seller", _____
(Name)
of _____
(Address) (City) (State) (Zip Code)

does hereby sell, assign and transfer to

"Buyer", _____
(Name)
of _____
(Address) (City) (State) (Zip Code)

"Buyer", _____
(Name)
of _____
(Address) (City) (State) (Zip Code)

the Property at Texins Lake Texoma Club's Exclusive Campsite, Lot _____ for the amount of \$ _____

The Seller warrants that the property is being transferred to the Buyer free and clear of any liens and encumbrances.

The above property is sold on an "AS IS" basis. The Seller makes no warranties, express or implied (except as specifically stated above).

This transfer is effective as of _____ subject to document(s) approval by the Texins Lake Texoma Club and _____ (Date) acceptance of the Buyer(s) for Club membership.

The property is now located at Texins Lake Texoma Club, Grayson County, Texas, and all of such property is in the possession of the Seller. If the Property includes a Travel Trailer, or a Mobile Home for which the Seller holds a Registered Title, the properly executed title transfer shall be attached to this document as Exhibit "A". Exhibit "A" is attached

SELLER AND BUYER HEREBY AGREE TO INDEMNIFY THE TEXINS LAKE TEXOMA CLUB AND ALL OTHER PARTICIPANTS IN ANY SALE OF THE PROPERTY AND FROM ANY CLAIM, LOSS OR DAMAGE ARISING FROM ANY FALSE REPRESENTATION CONTAINED IN THIS BILL OF SALE.

SELLER DATE BUYER DATE

APPENDIX E TO ATTACHMENT J
Lot Transfer Process – Lot Release

TO: Texins Texoma Executive Committee

ATTN: Development Chairperson

SUBJECT: RETURN OF LOT

I hereby return Lot # _____ to the Texins Lake Texoma Club. By doing so, I relinquish all rights to the above lot from now on, and do not request nor shall ever request any kind of reimbursements for improvements thereon, if any.

Verified By: _____

Lot Owner: _____

Date: _____