

LAKE TANGLEWOOD CLUB RULES AND REGULATIONS
(LSIOT, INC. PROPERTY OWNERS ASSOCIATION)
Amend July 27, 2016*

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*This document amends and replaces the document titled “Lake Tanglewood Club Rules and Regulations (LSIOT, Inc. Property Owners Association) Amended December 2, 2015.”

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I. MEMBERSHIP

A. ELIGIBILITY

In order to be eligible to be admitted to Membership in the Club, a Person must be:

1. of good moral character in the judgment of the Board of Directors, or its designated representative; and
2. either (a) an Owner; (b) the executor of an estate of a Person who owned a fee simple interest in a Lot that has not yet been distributed to the heirs or devisees of such Lot; or (c) the designated representative of an entity or trust that is a record owner of a fee simple interest in a Lot.

There shall be only one Membership per Lot. For example, if there are multiple persons who own a fee simple interest in a Lot, all of the owners must designate one Person as the Member. Likewise, if an entity is the Owner of a Lot, the entity must designate one Person as its designated representative to be the Member. A spouse of a Member shall be treated as having a full Membership with all of the rights and obligations that a Member has under these Rules and Regulations so long as the spouse is included on the Application for Membership described in Section I.B. below.

B. APPLICATION FOR MEMBERSHIP

1. Application for Membership or the transfer of a Membership shall be made in writing using the *Standard Application Form for Transfer of Property and Membership* (“Application for Membership”) and shall be submitted, along with the Transfer Fee, to the Club at the Club office. The Application for Membership shall contain, in addition to any data required by the Board of Directors, a clause in substantially the same or similar form as follows:

Applicant, and Applicant’s spouse or domestic partner, if applicable, acknowledge receipt of and have read a copy of the Bylaws of LSIOT, Inc. and the Lake Tanglewood Club Rules and Regulations. In consideration of Applicant’s admittance to Membership, Applicant, and Applicant’s spouse or domestic partner, if applicable, agree to be bound by such Bylaws and Rules and Regulations and those hereafter adopted as constituting the terms of the agreement between LSIOT, Inc. and Applicant and Applicant’s spouse or domestic partner, if applicable.

2. The Club may complete credit and background checks on all prospective Members who have submitted an Application for Membership before such application is approved.

3. Transfers shall not be approved unless the Transfer Fee is submitted with the other required documents and the prospective new Member, and his or her spouse or Domestic Partner, if applicable, attend Orientation.

C. SALES AND TRANSFERS OF PROPERTY AND MEMBERSHIPS

1. A Transfer Fee shall be charged for all transfers of Membership in accordance with the Fee List. However, the Board shall have the discretion to not charge a Transfer Fee in cases where the transfer is not a sale (e.g., a property division based on a divorce decree, inheriting a Lot, etc.).

2. All obligations owed by a Member to the Club, including, but not limited to, Regular a, Special Assessments, Fees, and fines, must be paid current by a Member before such Member's request to transfer a Membership will be approved.

3. A Member may sell a portion of his Lot to a Member who owns an adjacent Lot without paying a Transfer Fee as long as there is no transfer of the Membership. Any partial transfer of a Lot shall be for the purpose of settling boundary disputes and/or to add additional property to one Membership without creating a new building site for an additional home. Such a transaction shall require new property surveys for both property owners by a registered surveyor, and copies of the survey and deeds must be provided to the Club. This provision is not intended to allow splitting Memberships to create new Memberships. It is intended to allow partial transfers of property so long as no new Memberships are created.

4. In order for the Club to consider approval of transactions, all the following must be submitted at least five business days prior to a regularly scheduled Board meeting.

- a. Application for Membership signed by current Member and notarized.
- b. Texas Real Estate Commission promulgated *Addendum for Property Subject to Mandatory Membership in a Property Owners Association* form.
- c. Current Member must return all issued Stickers and identification cards.
- d. Orientation completed by Member, and Member's spouse or Domestic Partner, if applicable.
- e. Documentation of a septic system inspection conducted and approved by the Amarillo Bi-City-County Health District.
- f. Documentation of a boathouse/swim dock inspection conducted and approved by the Village of Lake Tanglewood. Any flotation must be enclosed flotation in accordance with Village of Lake Tanglewood ordinances.
- g. Check for Transfer Fee made out to LSIOT, Inc.
- h. If the Lot is to be owned by a person or entity (e.g., a business, corporation, trust, etc.) other than (i) the Member, or (ii) the Member and the Member's spouse or Domestic Partner, the applicant must disclose that information to the Club's office and sign a statement that the applicant shall be the sole holder of the Membership.
- i. If all of the above has been completed, the Board may vote electronically on the question of Membership.

5. Within 14 days of closing, the purchaser of a Lot is required to provide to the Club a recorded copy of the deed transferring the Lot to the purchaser. The name(s) of the grantee in the deed must match exactly the name(s) provided on the Application for Membership. Should the names not match, the Board may revoke the Membership transfer, and in such event, the purchaser shall forfeit the paid Transfer Fees.

6. Regular Assessments start as of the closing date.

7. When any Member applies for the purchase of a small strip of land that belongs to the Club, all other Members with Lots immediately adjacent to such small strip of land must be notified of the request and given the opportunity to make an offer to purchase such strip of land. If the adjacent Member does not want to purchase the strip of land, he must sign a statement to that effect. The Board may require a survey of the property in question, at the expense of the Member who applied for the purchase of such property. The Board determines the minimum purchase price, and shall include such price in the notice to adjacent Members for their consideration prior to any sale. A Membership is not included in any such sale. If two or more purchasers would like to purchase the strip of land, it shall be sold to the person offering the highest price. In accordance with Texas Property Code Section 209.0051(h), the Board must hold an open Board meeting, for which prior notice is given to all Members, before considering or voting on the sale of land.

8. Unless otherwise stated in these Rules and Regulations or the Bylaws, the Board, in its sole discretion, may sell at any time any portion of or all property and associated Memberships owned by the Club after holding an open meeting of the Board in accordance with Section 209.0051(h) of the Texas Property Code.

D. COMBINING MEMBERSHIPS

A Member who owns two or more adjacent Lots may combine the Lots under one Membership. In that event, the extra Membership must be relinquished to the Club and thereafter shall be owned by the Club. The standard form for relinquishment of the Membership must be used and is available in the Club office. Once a Membership is relinquished after two or more adjacent Lots are combined under a single Membership, the relinquishment of the Membership cannot be reversed at a later date. This rule does not prohibit a Member from a subsequent partial transfer of the property as described in Section I.C.3. above.

E. LEASES

1. With the exception of any leases in effect as of July 14, 2015, Members and/or Owners are prohibited from leasing or renting their lots, homes and/or memberships.

2. Any boathouse, dock, or pier constructed adjacent to the Lot of a Member shall be for the sole use of that Member. No leasing or rental to others is permitted.

F. TEMPORARY PRIVILEGES

1. A Member's Domestic Partner may have temporary privileges if the Member obtains from the Board a temporary permit. All temporary permits of this kind will be up for renewal on an annual basis. The Board shall consider requests for temporary permits on a case-

by-case basis and shall have sole discretion whether to issue, renew, or revoke these temporary permits. Before the Board will issue a temporary permit, the Domestic Partner must attend Orientation and sign a statement acknowledging that the Domestic Partner (a) has received and read a copy of the Bylaws and these Rules and Regulations, and (b) agrees to be bound by such Bylaws and Rules and Regulations. A Member may request that a temporary permit that was granted to his or her Domestic Partner be revoked at any time. Additionally, the Board, in its sole discretion, may revoke the temporary permit granted to a Domestic Partner at any time without notice. A Domestic Partner who is the holder of a temporary permit shall be treated as having a full Membership with all of the rights and obligations that a Member has under these Rules and Regulations.

2. Employees of the Club have temporary Privileges when in the company of a Member or with the special permission of the Board. The Board can revoke the special permission at any time.

G. MEMBERSHIP IDENTIFICATION

1. LSIOT, Inc. Identification Cards

a. Members and their Children Living At Home who are under 25 years of age are eligible to receive LSIOT, Inc. Identification Cards.

b. The LSIOT, Inc. Identification Card may be used to identify a Member or Member's Child Living at Home when he or she is not in a stickered Vehicle.

c. Other identification may also be required in conjunction with the LSIOT, Inc. Identification Card.

d. In the event that a cardholder's LSIOT, Inc. Identification Card is lost or stolen, the Club office shall be notified as soon as possible to prevent any unauthorized use of said card and number. A replacement identification card shall be issued to the cardholder at the cardholder's expense. *See Fee List.*

2. Stickers

a. A Sticker shall be affixed to all golf carts, All Terrain Vehicles, Utility Terrain Vehicles, and Watercraft belonging to each Member, and only stickered golf carts, ATVs, UTVs, and Watercraft may be driven in Lake Tanglewood. Members may also obtain Stickers for Automobiles and motorcycles that are owned by the Member or the Member's Children Living at Home. The driver of any Automobile or motorcycle that does not have a current Sticker will be required to stop and sign in at the gate.

b. A fee is charged for each requested Sticker. *See Fee List.* Only Members may apply for Stickers. Members shall include Vehicle or Watercraft identifying numbers on each application for a Sticker. Additionally, for each request for a Sticker for a Motorized Boat or Personal Watercraft, Members shall include the following with their application: (i) for Watercraft over 12 feet in length or having more than a 5 horsepower motor, proof of insurance in the name of the Member and/or the Member's spouse or Domestic Partner, and (ii) a title, or sworn affidavit of ownership, evidencing ownership

by the Member and/or the Member's spouse or Domestic Partner, only. Dually titled powered water craft will be additionally allowed only if:

1. All of the names on the title are Members only. Each Membership represented will be allocated one full watercraft toward their limit as described in 2.c. below.

c. Each Membership will be limited to obtaining Stickers for two Motorized Boats and two Personal Watercraft.

d. Stickers are valid from February 1 to January 31 the following year.

e. No one shall be allowed Sticker access through the gate unless the Sticker on the Vehicle is current.

f. Applications for Stickers received by the Club after January 31 of the year in which the Sticker shall initially be valid are considered delinquent, and an increased fee shall be charged; provided, however, a person who becomes a Member of the Club after January 31 of the year in which the Sticker shall initially be valid shall pay the regular fee for each Sticker issued. *See Fee List.*

g. Each Sticker shall be affixed to the Vehicle or Watercraft for which it was issued. The Sticker shall be placed as follows: (i) on the lower left windshield of Vehicles, unless the Vehicle does not have a windshield, in which event the Sticker shall be placed on the left side of the Vehicle; (ii) on both sides of Motorized Boats and Personal Watercraft in front of the Texas number (when applicable); and (iii) on the front left side of non-motorized Watercraft.

h. Stickers may be issued for company-owned Vehicles that are primarily driven by the Member.

i. At the request of a Member, Immediate Family Stickers may be issued for Automobiles or motorcycles belonging to (i) a Member's child or parent who does not reside with the Member, (ii) a Member's child who resides with the Member and is 25 years of age or older, or (iii) a Member's parent who resides with the Member. The Immediate Family Stickers allow entry and exit through the gate only and do not grant the holder of the sticker the right to enjoy any other Privileges of the Club, such as the golf course, lake, restaurant, and recreation area.

j. Stickers and Immediate Family Stickers will not be issued to any Member who has a delinquent, outstanding balance due to the Club.

k. A Member who would like to request a sticker that is not covered by the preceding rules, may submit a sticker request to the Board on a special request form stating the reason. Each special request shall be considered on a case-by-case basis, and it shall be in Board's sole discretion whether to issue a sticker.

H. GENERAL

1. Members shall be responsible for the conduct of their spouses, Domestic Partners, family members, domestic help, Guests, Service Workers, lessees, if allowed, and any of their lessees' spouses, Domestic Partners, family members, domestic help, Guests, and Service Workers. Members shall be responsible for any violations of these Rules and Regulations and/or the Bylaws by such parties and will be subject to the same penalties that could be imposed against the Member had the Member committed the violation, including, but not limited to, being charged by the Club for all penalties, fees, and other costs incurred by the Club as a result of such parties' conduct.

2. Lessees, if allowed, are also responsible for complying with these Rules and Regulations and the Bylaws and will be subject to the same penalties that could be imposed against an owner Member, including, but not limited to, being charged by the Club for any penalties, fees, and other costs incurred by the Club as a result of the conduct of the lessees and lessees' spouses, Domestic Partners, family members, domestic help, Guests, and Service Workers.

3. No person shall operate a Vehicle or Watercraft at Lake Tanglewood while intoxicated.

4. Licensed drivers must keep their valid driver's license with them at all times while driving a Vehicle at Lake Tanglewood.

5. Drivers of Vehicles and Watercraft shall not use handheld wireless devices for texting, emailing, using apps, or any other means except verbal communication while driving in Lake Tanglewood.

6. Drivers of Vehicles shall obey all traffic and speed regulations.

7. No signs, billboards, posters, or advertising devices shall be erected or maintained on any Common Areas, other property owned by the Club, or within the Club's easement along the roadways.

8. Members are not allowed to place any items, whether personal, business or otherwise, for sale on any Common Areas, other property owned by the Club, or within the Club's easement along the roadways.

9. No hunting by any means or discharge of firearms or air guns is allowed within the boundaries of Lake Tanglewood. Exceptions will exist, to the extent allowed by law, in cases of protection of persons and property.

10. No public picnicking, building of fires, or trespassing on land within 200 yards of the dam or spillway.

11. No person shall cut or injure any living trees, bushes, shrubs, or vines on the Common Areas. However, Members may remove dead trees to be used as firewood or for other purposes.

12. If any Member, Member's Child Living at Home, and/or Member's Guest causes damage or injury to any property owned by the Club or property belonging to another Member, the Member, at his own expense, shall replace or repair such property to as good a condition as it was before such damage or injury. If the Member fails to replace or repair the damaged property, the Board, at its discretion, may have such property replaced or repaired. The cost of the replacement or repair shall be assessed against the offending Member.

13. Members shall report all accidents and/or incidents that occur within Lake Tanglewood and result in damage to property or bodily injury to a person to the Club office within two business days of the occurrence.

14. No Member, Member's Child Living at Home, Guest, or customer shall aggressively confront, harass, or physically or verbally threaten an employee of LSIOT, Inc. or LTI, Inc. Complaints of deficiencies in service or conduct of any employee are to be made in writing to the individual's manager.

15. Animals allowed within the Common Areas or on Members' Lots include dogs, cats, and other generally recognized household pets. Horses, cattle, and other domestic or naturally wild animals are not allowed within the boundaries of Lake Tanglewood.

a. All pets must be vaccinated annually against rabies and wear a collar with a current rabies tag attached. The Member's name and phone number must be included on the tag.

b. Members shall not allow their dogs to run at large in Lake Tanglewood. Dogs must be kept behind fences or in pens, or in control on the Member's Lot, and not allowed to roam. Dogs are not to be on streets or Common Areas unless they are on a leash.

c. Members shall not allow their dogs to bark excessively, bite, trespass on others' property, or otherwise be a nuisance to other Members.

d. Member may not own or keep more than three dogs or three cats or a combination of three dogs and cats on any Lot in Lake Tanglewood.

16. The possession or consumption of alcohol by a minor (a person under the age of 21) within Lake Tanglewood is strictly forbidden.

17. While at Lake Tanglewood, Members, Members' Children Living at Home, and their Guests shall observe all speed limits, traffic signs, and all other ordinances of the Village of Lake Tanglewood and the laws of the State of Texas.

18. Members, Members' Children Living at Home, and their Guests may not ignite or explode any type of fireworks within the boundaries of Lake Tanglewood.

19. Unless accompanied by a parent, or another adult, minors under the age of 17 are subject to a curfew from 12:00 am until 6:00 am each day of the week.

20. Motor homes, campers, RVs and other temporary dwellings may only be occupied, parked or stored on a Lot that contains a residence and an approved septic system. A

temporary dwelling on a Lot may not be occupied for more than seven consecutive days or thirty total days in any calendar year.

I. ASSESSMENTS

1. Each outstanding Membership shall be charged with monthly Regular Assessments, taxes, and water usage fees, as well as green fees, and restaurant charges, if applicable, which, together with any other Fees, Special Assessments, fines, and late payment penalties that may be owed to the Club, shall be due and payable to LSIOT, Inc. Property Owners Association at 1000 Tanglewood Drive, Amarillo (Randall County), Texas 79118-9424. Regular Assessments, Special Assessments, and Fees shall be billed on the first business day of each month and are subject to a late payment penalty if not received by the 15th day of the month in which they are billed (the due date). The postmark date shall serve as the date of payment. In addition, any Member who does not pay such Regular Assessments, Special Assessments, taxes, and Fees on or before the due date may be subject to one or more fines. See *Fee List*. Any fines that are assessed against a Member shall be due on the date set forth in the notice of the fine.

2. Any partial payments of amounts owed to the Club shall be applied in the following order: (1) fines, (2) late payment penalties, (3) taxes, (4) Special Assessments, (5) Regular Assessments, (6) restaurant charges, (7) green fees, (8) water usage fees, (9) all other Fees, and (10) all other amounts owed to the Club.

3. Any such Regular Assessments, Special Assessments, taxes, Fees, and fines (or any part thereof) that have not been paid within 30 days of the due date shall constitute a delinquency. Each 30-day period thereafter that such taxes, fees, charges, and/or Assessments (or any part thereof) remain unpaid shall constitute an additional delinquency. A late payment penalty shall be charged on a monthly basis against Members for each delinquency and additional delinquency posted to such Members' accounts. See *Fee List*.

4. The Board may suspend the Privileges of any Member who permits the payment of any Regular Assessments, Special Assessments, Fees and/or fines to become more than 60 days past due. Such suspension shall not relieve the Member from payment of Regular Assessments, Special Assessments, taxes, Fees and/or fines during the period of suspension.

5. The Member automatically shall be reinstated upon payment in full of such taxes, charges, fees, and/or Assessments and other costs associated with the delinquent account.

J. RULES AND REGULATIONS VIOLATIONS

The Board of Directors of the Club shall initiate any form of disciplinary action and may delegate any enforcement in whole or in part to the Village of Lake Tanglewood and/or other organization(s) as may be determined by the Board.

II. LOT IMPROVEMENTS/CONSTRUCTION

A. IMPROVEMENTS/CONSTRUCTION

1. In order to maintain proper drainage, to prevent damaging erosion into all property within the confines of Lake Tanglewood, and to prevent unnecessary erosion and silting

into the lake, no soil breaking, lot leveling, excavation, or dumping of fill material may be undertaken on any Lot, whether for new construction or modification of any existing structure, without first obtaining (a) a permit for the previously described work from the Club, and (b) any other permits required by the Village of Lake Tanglewood.

2. On all new construction of houses on vacant Lots, a drainage culvert or other drainage system or device must be installed by the Member at his expense in accordance with specifications and requirements established by the Board.

3. A Member may not add to the size of his Lot by filling in the lake beyond the existing water line.

4. Every structure erected within Lake Tanglewood shall be constructed on the site where it is to remain and shall be constructed of wood, masonry, concrete, stone, brick, or some other permanent substance approved by the Board and the International Residential Code. Members must comply with all building codes and setback lines. Constructed buildings shall not be built on more than 75% of the buildable surface area of the Lot on which it is being built. A certified engineering firm acceptable to the Club shall determine the buildable surface area at the expense of the Member constructing the structure.

5. A Member may construct on his Lot retaining walls, a boathouse or dock, and a single-family dwelling.

6. All new residential buildings shall consist of a minimum of 1,750 square feet, exclusive of open porches, garages, patios, and other attached or detached structures.

7. The construction of any improvements must comply with the Village of Lake Tanglewood building code and any other requirements adopted by the Village of Lake Tanglewood or the Club, including, but not limited to, culvert and drainage specific requirements available at the Club office.

8. Plans for any construction must be submitted to and approved by both the Club and the Village of Lake Tanglewood building committee, and a permit must be obtained from the Village of Lake Tanglewood before any work is commenced.

9. The Board, in its sole discretion, shall have the absolute right to examine and approve or disapprove any and all building plans.

10. No structure of any type or living quarters of any type, portable or otherwise, including but not limited to docks and fences, may be constructed on or moved onto the Common Areas by a Member unless approved by the Board, in all instances, and the Village of Lake Tanglewood building committee, if applicable.

11. If the Member is not indebted to the Club, any approved structure or other property of any type constructed on or moved onto the Common Areas by a Member at his own expense and as his own property may at any time be removed by the Member, his heirs, or assigns if removal can be done without damage to the property owned by the Club.

12. Any structure or other property that has been constructed on or moved onto the Common Areas by a Member and is judged by the Board as a nuisance or renders the Common Areas unsightly shall be removed by the Member on or before sixty (60) days from notice by the Board. If such structure or other property is not removed within such time limit, the Board and/or the Village of Lake Tanglewood may remove the structure or other property. Cost of removal may be assessed to the Member.

13. If a Member purchases a Lot abutting one or more unimproved roadways and wants to use the unimproved roadway for entry and exit, the Member shall have the responsibility to put in a roadway at his expense that is equal to or better than current Randall County road specifications. If properly constructed, as determined in the sole discretion of the Board, the Club shall maintain the road.

14. Members shall require all contractors to maintain a portable toilet on site during all new construction projects and major remodeling projects.

15. Members shall ensure that their Lots and the job site remain clean and free from trash during the entire construction period.

16. In addition to the items contained herein, the Board may regulate any proposed construction that is not regulated by the Village of Lake Tanglewood.

B. OUTBUILDINGS AND ACCESSORY STRUCTURES

1. Portable buildings (except boathouses) are prohibited. Every structure, except boathouses, erected within Lake Tanglewood shall be constructed on a concrete slab, pier and beam foundation, or some other permanent foundation.

2. When any residential Lot in the Club has been improved by the construction of a residence, any subsequently constructed Outbuildings and/or Accessory Buildings, including, but not limited to, storage buildings, detached garages, recreational vehicle shelters, and trailer shelters shall be constructed using the same exterior materials that the residence was built with. All roofs and eaves must be of the same style and similar proportions to those on the existing residence.

3. Any prefabricated components larger than 4'x4'x6' and any alternate building materials (*i.e.*, materials other than wood, masonry, concrete, stone, or brick) must be approved by the Board prior to use. The Board reserves the right to grant variances on a case-by-case basis in its sole discretion.

4. No wind energy devices shall be erected on any Lot regardless of whether for commercial or residential use.

5. The maximum height for a double-deck boathouse from the top of the bottom deck to the top deck shall not exceed 11 feet. The maximum height of structures on the top deck of double-deck boathouses shall not exceed 42 inches. All guardrails and handrails must be constructed to minimize the obstruction of view.

C. FENCE CONSTRUCTION

1. Fences up to 48 inches high above grade do not require a building permit or inspection. However, such fences must be made from wrought iron, decorative steel, decorative aluminum, wood, brick, vinyl, or decorative concrete block.

2. Fences over 48 inches high above grade DO require a building permit from the Club and inspection. For fences built on all Lots, except lakeside Lots, the construction materials must be from wrought iron, decorative steel, decorative aluminum, wood, brick, vinyl, or decorative concrete block unless the Board gives prior approval for a different material to be used. Any fence over 48 inches high above grade located on a lakeside Lot must be constructed in wrought iron no larger than 1 inch thick and using a see-through design. The spacing of bars on these fences shall be no less than 3.5 inches apart.

3. The maximum height for any fence is 6 feet high above grade or 6 feet high from the top of a 6" curb if the fence is to be constructed on a curb.

4. All fences must comply with the setback requirements of the Club and the Village of Lake Tanglewood. If the fence requires a permit, the application shall include the following:

- a. Drawings showing grade and proposed fence height.
- b. Drawings showing side and front views of the proposed fence.
- c. A plat or survey showing the location of the fence.
- d. Materials to be used for fence construction.

5. All fences constructed prior to December 2, 2015 are NOT subject to the provisions of this section. However, if a fence is declared a nuisance in accordance with the Village of Lake Tanglewood codes, or if the fence requires repairs/reconstruction in excess of \$1,000, the Rules and Regulations stated in this section shall apply.

III. UTILITIES

A. With permission of the Board, Members, at their own expense, shall be responsible for connecting to water, electric, and other utilities in accordance with all applicable Club rules. Instructions for how to make and maintain the connections may be found at the Club office.

B. Private wells may not be drilled on any Lots.

C. Members may use lake water for irrigation purposes only. Under no circumstances may a lake irrigation system be connected or tied into any plumbing or pipes that carry water provided by the Club water systems for household use. All irrigation systems require a Club permit prior to installation.

D. The Board may, in its sole discretion, make an adjustment to a Member's water bills for leaks if the following conditions are met:

1. The Member does not have a delinquent, outstanding balance due to the Club.

2. Proof of repair is presented.
3. The adjustment request is made within two (2) months from the date when the leak was repaired.
4. The leak consumption is 50,000 gallons or more for one month. A discount of 60% for the amount over 50,000 gallons may be given.
5. Only one leak per Member per year may be considered for adjustment.

IV. SANITATION

A. SYSTEMS

1. All sanitation systems that are installed with new construction or that are rebuilt or remodeled must be installed in compliance with the regulations set by the Texas Commission on Environmental Quality (TCEQ) and inspected and approved by the Amarillo Bi-City-County Health District.
2. Any sanitation system that is incorrectly installed, does not operate in a correct or effective manner, becomes a nuisance, or becomes a hazard to any person shall be modified immediately and brought into compliance with the TCEQ, the Amarillo Bi-City-County Health District, and the Club's Rules and Regulations.

B. MAINTENANCE OF LOTS

1. No Member shall permit any unsightly or unsanitary conditions to exist on his Lot, including, but not limited to, trash, weeds, used or unused building materials, run down or neglected structures, inoperable Vehicles, machinery and/or equipment.
2. If a Member is notified of an unsightly or unsanitary condition and fails to remedy the same within a reasonable time, the Board may take any action necessary to remedy the condition, including, but not limited to, entering upon the Lot and removing the unsightly or unsanitary condition, and may charge the Member for the cost incurred in taking such action.

C. DISPOSAL OF TRASH

1. Household trash removal service is not provided by the Club and must be arranged by each Member.
2. Members can dispose of ONLY grass clippings, bushes, and limbs in the dumping area. Members are not allowed to dispose of cross ties, poles, household trash, lumber, building materials of any kind, dirt, concrete, pavement, or construction materials in the dumping area.
3. No cans, bottles, trash, or rubbish of any kind shall be thrown in the lake, roadways, or on the Common Areas.
4. Any personal property, including, but not limited to, a Vehicle, Watercraft, or trailer, that is abandoned or allowed to remain on the Common Areas, other property owned by the Club, or the roadways may be removed by the Club if not removed by the Member after

notice and a reasonable length of time; provided, however, in the event the personal property creates an unsafe condition, the Club may remove it without notice to the Member. The Club may charge the Member for the removal costs.

V. GATE

1. The Club is a gated community. Persons must comply with the Rules and Regulations in order to be admitted through the gate into Lake Tanglewood.

2. Members **(A)**, **Spouse or Domestic Partner (B)** and Members' Children Living at Home will be admitted through the gate without having to sign in so long as they are in a Vehicle with a current Sticker. Members and Members' Children Living at Home who are in Vehicles that are not stickered will be required to stop and sign in at the gate.

3. Watercraft must have a current Sticker in order to be admitted through the gate; provided, however, Watercraft that is not stickered may be admitted through the gate and issued a temporary permit for no longer than two hours for a Member to "test drive" or try out a Watercraft the Member is considering purchasing. If a Member has recently purchased a Watercraft and the Club office is closed at the time the Member seeks admission through the gate, the Member may be admitted through the gate and issued a temporary two-day permit so long as the Member provides the gate attendant with proof of purchase and proof of liability insurance coverage. A Member who receives a two-day permit must purchase a Sticker when the Club office opens. All temporary permits must be returned to the Club office upon their expiration.

4. Guests will not be admitted through the gate unless authorized by a Member **(A)**, **Spouse or Domestic Partner (B)** in accordance with the following:

a. If a Member **(A)**, **Spouse or Domestic Partner (B)** is expecting five or fewer Guests in a single day, the Member must call the gate guard and provide the names of the Guests no earlier than 24 hours in advance of the Guests' arrival.

b. If a Member **(A)**, **Spouse or Domestic Partner (B)** is expecting more than five Guests in a single day, the Member must provide the gate guard with an alphabetical list of the Guests. Such list must be provided to the gate guard at least 24 hours in advance of the Guests' arrival for 5 to 15 Guests and at least 48 hours in advance of the Guests' arrival for 16 or more Guests.

c. When calling or providing the gate guard with the names of Guests, the Member **(A)**, **Spouse or Domestic Partner (B)** must give his/her name and LSIOT, Inc. Identification Number to the guard.

d. All Guests must sign in if not accompanied from the gate by a Member.

e. Once a Guest leaves Lake Tanglewood, a Member must call the gate guard to authorize the Guest for re-entry even if it is on the same day.

f. Members children may not authorize anyone to be admitted through the gate. Attempting to do shall be deemed a violation of the Rules and Regulations.

5. Church and funeral services attendees are allowed entry without clearance from a Member. The gate guard shall note each attendees' license plate number.

6. The following rules apply to entry to Lake Tanglewood by construction personnel:

a. For construction personnel who work at a Member's Lot for seven days or fewer, the Member must provide the gate guard with the name(s) of the construction company or personnel, including subcontractors and workers, the start date, and the expected end date for the work being done.

b. For construction personnel working at a Member's Lot for more than seven days, the Member must provide the gate guard with the name(s) of the construction company or personnel, including subcontractors and workers, the start date, and the expected end date for the work being done. The list must be updated every 30 days. If the work takes longer than 30 days, the Member must provide the gate guard with an updated list on before the 30th day after the date the Member provided the previous list. The Member may update the list an unlimited number of times. Each time the Member provides an updated list, the Member must remove any and all subcontractors or workers who have completed their part of the work on the Member's Lot.

c. All general contractors working on projects in Lake Tanglewood must furnish to the gate guard a weekly list of subcontractors and workers.

d. Construction personnel must be on a current list provided by a Member in order to be admitted through the gate. Construction personnel must sign in at the gate each time they enter Lake Tanglewood even if they previously signed in on the same day. Construction personnel will only be admitted on weekdays during regular working hours of 7:45 a.m.- 6:00 p.m.. They will not be allowed to enter on weekends unless authorized by the Member for whom the work is being done.

7. All Service Workers and deliverymen must sign in at the gate.

8. Regularly scheduled maids and domestic help must sign in at the gate and shall be allowed entry if they are registered in the domestic card file kept at the Club office. *See Fee List.* Members must call the gate guard to admit any maids and/or domestic help who are not registered in the domestic card file.

9. Utility Personnel are allowed access to Lake Tanglewood on any day of the week after signing in at the gate.

10. Houseguests, including house sitters or people tending a Member's home while the Member is away, may obtain a temporary 10-day permit that allows gate access only. The permits do not allow Privileges. To obtain one or more permits, the Member must provide the gate guard with a written statement identifying the houseguest(s) and the time frame the

houseguest(s) is staying at or tending the Member's property. A Member may renew a houseguest permit two consecutive times for a maximum of 30 days total. Temporary houseguests with permits are required to present the permits to the gate guard each time they enter Lake Tanglewood.

11. The gate guard will contact the Randall County Sheriff's Department and a Member of the Board in the event anyone is discovered trespassing, attempting to trespass, intentionally blocking the gate, or otherwise committing criminal acts at Lake Tanglewood.

12. Gate guards do not accept money, legal instruments, registered letters, parcels, or any other items for any Member.

VI. SALES OF LOTS AND REALTORS

Members selling real property at Lake Tanglewood are responsible for complying with and ensuring that their realtors comply with the following rules:

1. Signs advertising the sale of a Lot, including realtor signs, can be no larger than the standard 3 foot by 4 foot.

2. Any realtor signs or other signs advertising the sale of a Lot must be placed only on the Lot for sale and must be at least 10 feet off the roadside when possible.

3. Directional signs for open houses may be placed on the roadside no more than 48 hours before an open house but must be removed immediately after the showing.

4. Realtors may enter to show homes by showing their realtor license and signing in at the gate. No one is allowed to enter Lake Tanglewood to look for homes for sale unless escorted by a realtor or Member. Realtors who are not Members shall escort prospective buyers in the realtor's vehicle only.

5. In order for a person to be allowed to enter Lake Tanglewood to attend an open house, a Member must call the gate guard and provide the name of the person or such person must be escorted by a realtor possessing a current realtor's license.

6. It is the responsibility of the realtor (or the Member, in the event the Member is not using the services of a realtor) to make an appointment for Orientation through the Club office for prospective Members.

VII. RECREATION

A. GOLF COURSE

1. A Member who does not have a delinquent, outstanding balance due to the Club, and his or her Children Living at Home, may use the golf course free of charge; provided that Children Living at Home who are under the age of 13 must be accompanied by a Member.

2. Guests may use the golf course if authorized and accompanied by a Member. All Guests authorized access to the course shall be identified by their name on the sign-in sheet in the pro shop.

3. Guest green fees are \$10.00 per Guest per day for weekdays and \$20.00 per Guest per day for weekends and holidays. The Member who authorizes the Guest is billed for Guest's green fees.

4. A Member may have only one team of up to five players playing at the golf course at any one time. The team may include a maximum of four Guests.

5. No pets are allowed on the course unless restrained by leash or riding in a cart.

6. All golf carts, except hand-pulled carts, shall be kept on the cart paths at all times. Hand-pulled carts can be pulled to the fringes of the greens.

7. No Vehicles except golf carts are allowed on the course.

8. Winter rules apply at all times.

9. Players must repair all ball marks on the greens and replace divots on tee boxes and fairways.

10. Steel spikes are not allowed on the course.

11. No foul language is permitted.

12. Shirts or tops must be worn at all times.

B. WATER SAFETY/BOATING

1. All persons who use the lake at Lake Tanglewood must act in accordance with the latest edition of the Texas Parks and Wildlife Water Safety Act (the "Water Safety Act").

2. High speed and/or racing style Motorized Boats are not allowed on the lake.

3. All Motorized Boats and Personal Watercraft must have a current Sticker on both sides of the Watercraft. Non-motorized Watercraft are required to have only one Sticker on the front left side.

4. Motorized Boats and Personal Watercraft must be properly muffled.

5. The following rules apply regarding who may operate Watercraft on the lake:

a. In order to operate a Watercraft powered by a motor of more than 15 horsepower or a windblown vessel over 14 feet in length, any person born on or after September 1, 1993, must comply with the following requirements (the "Boater Education Requirements"):

(i) the person must have successfully completed the Texas Parks and Wildlife certified boater education course, and

(ii) the person must have in his or her possession a photo identification card as well as a Texas Parks and Wildlife Department boater identification card or a boater education course completion certificate issued by the Texas Parks and Wildlife Department;

provided, however, a person is not required to comply with the Boater Education Requirements if the person is supervised and accompanied on board by a Member who is (i) at least 18 years of age, and (ii) in compliance with the Boater Education Requirements or was born before September 1, 1993.

b. Members and Members' Children Living At Home to whom Subsection VII.B.5.a. applies, must provide the Club office with a copy of their boater identification card or completion certificate for the Texas Parks and Wildlife certified boater education course prior to operating any Watercraft.

c. Only Members and Members' Children Living at Home may operate Personal Watercraft on the lake. No Guest is permitted to operate Personal Watercraft.

d. No Guest is permitted to operate a Motorized Boat on the lake unless the Guest is supervised and accompanied on board by a Member or a Member's Child Living at Home who is at least 18 years of age and is authorized to operate a Watercraft under these Rules and Regulations and the Water Safety Act.

e. No child under the age of 13 may operate any type of Watercraft unless the child is supervised and accompanied on board by a Member who is at least 18 years of age and is authorized to operate the Watercraft under these Rules and Regulations and the Water Safety Act.

6. The following operating rules must be followed in addition to any rules of the Water Safety Act while operating any type of Watercraft on the lake:

a. Stay at least 50 feet away from all other Watercraft.

b. Observe and comply with applicable no-wake zones.

c. Traffic must move in a counter-clockwise direction, that is by staying toward to the shoreline on the driver's right.

d. When passing other Watercraft, pass the Watercraft on the right side.

e. Do not make a 360-degree turn if another Watercraft is traveling behind.

f. No traveling across the lake to jump waves made by other Watercraft.

g. No towing of tubes in no-wake zones.

h. Do not play splash tag or other dangerous games.

i. No person shall operate Watercraft at Lake Tanglewood while intoxicated.

7. The following operating rules must be followed in addition to any rules of the Water Safety Act while operating Personal Watercraft on the lake:

- a. Properly fitted life jackets must be worn by the driver and all passengers at all times.
- b. The driver shall always have a safety lanyard attached to the driver's life jacket or wrist before starting the engine.
- c. Personal Watercraft may be operated only between 9:00 AM and one half hour before sunset.

8. Surfing and water skiing, wake boarding, tubing, and other activities conducted while being towed behind a Watercraft are restricted to the designated area and are not allowed between 30 minutes before sunset and 30 minutes after sunrise.

9. Observe and comply with all signs posted on the lake.

10. Members, Members' Children Living at Home, and their Guests who use the lake do so at their own risk.

C. GOLF CARTS, ATVS, AND UTVS

1. Children under 13 years of age are not permitted to drive ATVs on the roads at Lake Tanglewood. Children under 13 years of age may not drive golf carts or UTVs on the roads at Lake Tanglewood unless supervised by a person who is at least 18 years of age.

2. Children between the ages of 13 and 16 are permitted to drive golf carts, ATVs, and UTVs on the roads at Lake Tanglewood in accordance with the following:

- a. The driver must carry identification showing age.
- b. The driver may drive on the roads only between sunrise and 30 minutes before sunset.
- c. The driver must be competent to drive the golf cart, ATV or UTV, and must demonstrate driving ability to a Club representative. Contact the Club office for an appointment.
- d. Any golf cart or UTV must have a flag and a mounted rearview mirror.

3. Members and Members' Children Living at Home may drive ATVs on the roads at Lake Tanglewood only in transit to and from the designated ATV area and in accordance with the following:

- a. The driver of an ATV must be at least 13 years of age.
- b. Only one person is allowed on each ATV at a time.
- c. The driver of an ATV must wear a helmet.

- d. Each ATV must have a flag.
4. All occupants of a golf cart, ATV, or UTV must remain seated while the Vehicle is moving.
5. All golf carts, ATVs, and UTVs must yield to other traffic while on the roads and obey all traffic regulations.

D. MARINA

1. Unless the occupants are going to the restaurant, all Vehicles must be parked outside of the area marked for restaurant parking except on days the restaurant is closed.
2. Only boat marina tenants and their Guests are permitted on the marina dock.
3. Lights will remain on for designated periods of time (longer during the summer hours). During off hours, the labeled switch may be used to turn on the lights for a short length of time.
4. Only Watercraft belonging to marina tenants are permitted in the marina slips. Marina slips may not be subleased.
5. No Watercraft may be docked or attached to the marina.
6. Marina tenants must maintain the walkways by keeping them clean, tidy and free of all personal items. No storage containers may be kept on the walkways.
7. The marina may not be altered in any way by attachments or markings (*e.g.*, hooks, numbers, names, etc.).
8. Exercise caution when using the marina during navigation and use of the lifts.
9. Marina tenants are solely responsible for the proper docking and securing of their Watercraft at all times.
10. Maintenance problems may be reported to the Club Office at 622-1702.

E. CLUBHOUSE

1. Any Member may rent the clubhouse provided that the rental is for a non-profit activity. The Member must complete the approved application form and pay the required cleanup deposit.
2. The Member renting the clubhouse must be present at the activity for the entire time the clubhouse is rented.
3. The Board determines the rental fees. A special member fee is charged for those activities where the Member is sponsoring and paying for the activity. An outsider fee is charged where an organization, group, or company is paying for the activity, and the Member is only the sponsor for the rental. These fees may vary depending on the size of the activity. *See Fee List.*

F. FISHING

Members, Members' Children Living at Home, and Guests can fish in the lake according to the following bag limits and lengths or weights set forth below. Guests and children under the age of 13 must be accompanied by a Member when fishing.

1. Crappie:
 - a. Daily Bag Limit: 10
 - b. Minimum Length: 10"
2. Bass: All bass, including largemouth, smallmouth, Florida, Kentucky, and hybrid striper, are catch and release only.
3. Channel, blue, and flathead catfish:
 - a. Daily Bag Limit: 10
 - b. Maximum weight: 6 pounds
4. No limit on bullhead catfish, blue gill/sunfish, or carp. No length or weight restrictions.

VIII. DEFINITIONS

Any capitalized term used in these Rules and Regulations, if not defined herein, shall have the meaning given to such term in the Bylaws.

All Terrain Vehicle or ATV	Recreational, off-highway vehicle straddled by the operator
Application for Membership	Standard Application Form for Transfer of Property and Membership
Assessments	Includes dues, fees, penalties, and other charges and obligations that a Member may, under the Rules and Regulations, be required to pay
Automobile	A passenger vehicle, such as a car, pickup, van or sports utility vehicle, that is designed for operation on ordinary roads and highways and is typically powered by an internal combustion engine or electric motor; excludes ATVs, UTVs, and golf carts
Board of Directors or Board	The Board of Directors of LSIOT, Inc., which is the group of persons vested with the management of the affairs of the Club

Bylaws	The current Bylaws of LSIOT, Inc., a Texas nonprofit corporation
Child Living at Home or Children Living at Home	A Members' child or children, under the age of 25, who reside(s) with the Member at Lake Tanglewood
Club	LSIOT, Inc.; does not include Lake Tanglewood, Inc.
Common Areas	The real property (including improvements) within Lake Tanglewood that is owned by the Club for the common use and enjoyment of the Members, including, but not limited to, the lake, the golf course, and the restaurant
Domestic Partners	Two unrelated individuals who live together on a full-time basis and share a common domestic life but are not married to each other nor to anyone else
Fees	Water usage fees, gate fees, sticker fees, Transfer Fees, and marina lease fees, including any fees for the use, rental, or operation of the Club's Common Areas and for services provided by the Club to Members
Fee List	List of items and charges payable by Members to the Club; available in the Club office or on the Club website
Guest	A person who is not a Member or Member's Child Living at Home who is invited to and/or authorized to enter Lake Tanglewood by a Member and/or Member's Child Living at Home
Immediate Family Stickers	Club issued sticker that may be affixed to vehicles belonging to (i) a Member's child or parent who does not reside with the Member at Lake Tanglewood, (ii) a Member's child who resides with the Member and is 25 years of age or older, or (iii) a Member's parent who resides with the Member

Lake Tanglewood	That certain residential subdivision in Randall County, Texas, known as “Lake Tanglewood”, which is more particularly described in the <i>Restatement of Agreement Dated October 12, 1959</i> , which was executed on February 25, 2015, and filed of record March 11, 2015, under Instrument No. 2015003717 in the Official Public Records of Randall County, Texas, and any revisions thereto
Lot	A parcel of land located within the Property upon which one single-family residence is located or may be located
LSIOT, Inc.	A Texas nonprofit corporation that performs the functions of a Property Owners Association with respect to the Property
LSIOT, Inc. Identification Card	Photo identification card with a private number for each Membership
Member (A), Spouse or Domestic Partner (B)	A natural person who is admitted to Membership in the Club and is (i) an Owner, (ii) the executor of an estate of a Person who owned a fee simple interest in a Lot that has not yet been distributed to the heirs or devisees of such Lot; or (iii) the designated representative of an entity or trust that is a record owner of a fee simple interest in a Lot
Membership	Inclusion within the Club as a Member
Motorized Boat	Any Watercraft, excluding Personal Watercraft, that is propelled or designed to be propelled by machinery, whether or not the machinery is permanently or temporarily affixed or is the principal source of propulsion
Orientation	Instructional session that includes an overview of LSIOT, Inc. Club operations, the Village of Lake Tanglewood, and obligations of Members
Outbuildings and/or Accessory Buildings	Any structure over 4’x4’x6’ on any Lot that is intended to house anything other than persons

Owner	Each Person or entity who is a record owner of a fee simple interest in a Lot; excludes the following: <ul style="list-style-type: none"> (i) any Person or entity who holds only a lien or interest in a portion of the Property as security for the performance of any obligation is not an Owner unless such Person or entity owns Property other than as a lienholder or as security for a lien; and (ii) a utility provider that has a utility easement within the Property is not an Owner.
Person	Any natural person
Personal Watercraft	A type of Watercraft that is (i) designed to be operated by a person sitting, standing, or kneeling ON the vessel rather than INSIDE the vessel, and (ii) is propelled or designed to be propelled by machinery, whether or not the machinery is permanently or temporarily affixed or is the principal source of propulsion
Portable Buildings	Buildings not installed on a permanent foundation
Privileges	Right to enjoy all recreation facilities and benefits offered at Lake Tanglewood, including, but not limited, to the golf course, restaurant, and lake
Property	The residential subdivision known as “Lake Tanglewood”, which is more particularly described as the “Property” in in the <i>Restatement of Agreement Dated October 12, 1959</i> , which was executed on February 25, 2015, and filed of record March 11, 2015, under Instrument No. 2015003717 in the Official Public Records of Randall County, Texas, and any revisions thereto
Property Owners Association	An association that (a) is designated as the representative of the owners of property in a residential subdivision; (b) has a membership primarily consisting of the owners of property in a residential subdivision; and (c) manages or regulates the residential subdivision for the benefit of the owners of property in the residential subdivision

Regular Assessments	Assessments or dues that each Member is required to pay to the Club on a regular basis and that is designated for use by the Club for the benefit of the Property and/or the Club
Rules and Regulations	These <i>Lake Tanglewood Club Rules and Regulations</i>
Service Worker	Worker who provides such services as plumbing, lawn care, pest control, etc.
Special Assessments	An assessment or dues, other than a Regular Assessment that each Member is required to pay to the Club for defraying in whole or in part, the cost, whether incurred before or after the assessment, of any construction or reconstruction, unexpected repair, or replacement of a capital improvement in the Common Areas, including the necessary fixtures and personal property related to the Common Areas; maintenance and improvement of the Common Areas; or other purposes of the Club as stated in its Articles of Incorporation
Sticker	Club issued Membership sticker that is affixed to Vehicles and Watercraft belonging to the Member or the Member's Children Living At Home
Transfer Fee	A charge payable for a change of ownership, tenancy or occupancy entered in the records of the Club
Utility Personnel	Employees of a company such as Atmos Energy, FedEx, Xcel Energy, or a phone company that provides services to Lake Tanglewood residents
Utility Terrain Vehicle or UTV	Type of small vehicle with truck-like features for working instead of recreation
Vehicle	Any motorized or electric device capable of being used for transportation on land, including, ATVs, UTVs, golf carts, Automobiles, and motorcycles
Village of Lake Tanglewood	A city incorporated by the State of Texas
Watercraft	Any boat, jet ski, wave runner, or other vessel used or capable of being used for transportation on water