



Bylaws and Ground Rules
November 12, 2021

TEXAS AIRSTREAM HARBOR, INC.

714 Angelina, Zavalla, TX 75980

**Texas Airstream Harbor, Inc.
Bylaws and Ground Rules**

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Bylaws

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TEXAS AIRSTREAM HARBOR, INC.

Bylaws

Article I Purpose

It is the purpose in accordance with articles of incorporation and the laws of the State of Texas to provide the best park and most complete social, fraternal, and educational opportunities that can be afforded at the Texas Airstream Harbor Incorporated (hereafter "TAHI" or "Park"). TAHI is a volunteer organization and shall be operated without profit for the sole benefit of its members.

In accomplishing the above stated purposes, it shall be the undeviating policy of this corporation to dispense its services to persons who have bought a membership in the Park and all property and assets of the corporations both real and personal shall be held in perpetuity for the benefit of persons who hold membership in the Park.

Article II Liability

Neither the corporation nor its officers shall be responsible for the loss or damage to property, or for the injury or death of a person on the premises of the park or any other facility operated by the corporation. This freedom from responsibility shall apply regardless of whether such property shall be received by any member or officer or left on the premises of said park or facility.

Article III Indemnification

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

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This Article constitutes a contract between the corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

Article IV Membership

Section 1 Meaning and Qualifications

Membership in TAHI shall be understood to mean having acquired by purchase and transfer an exclusive right to use one or more lots in the Park and improvements thereon.

TAHI is a private membership association with respect to its membership policies. As such, it is not open to the public and reserves the right to deny membership to an applicant for any reason, provided such reason is not prohibited by federal or state law. Prospective members must be interviewed and approved through a vetting process conducted by a minimum of three Board members.

Membership of TAHI shall be limited to persons who are adult members of TEXAS GULF COAST UNIT, WBCCI, who own a roadworthy Airstream motorhome, or Airstream trailer and tow vehicle, and who have acquired a lot in the Park. Every membership is entitled to two votes on elections to the Board of Directors and any matter submitted to the membership by the Board of Directors, whether the membership is bought in the name of two individuals or one. In no event shall there be more than two votes per membership. In this Section, "roadworthy" shall mean that the vehicle or trailer is fit to operate on the roads and highways of the State of Texas. In order to be roadworthy, such vehicle or trailer, in accord with its design and use, shall have all major parts and systems permanently attached and functioning and shall not be repaired in such a manner as to make the vehicle unsafe for travel on the road. For purposes of this Section, "major parts and systems" shall include, but not be limited to, the body of a motor vehicle or trailer with related component parts (e.g., engine, transmission, tires, wheels, seats, exhaust, brakes, and all other equipment required by Texas law for the particular vehicle or trailer).

Section 2 Member in Good Standing

In order to qualify as a "Member in Good Standing" a member must:

- A. Meet all requirements of Membership Eligibility in Article IV, Section 1 of the Bylaws above, and
- B. Maintain a current TAHI billing account (assessment, fine/penalties, or charge) of not more than one hundred twenty (120) days past due. Failure by any member to maintain Member in Good Standing status will result in the loss by such member of the following privileges:
 1. The right to vote on any matter on which a member is entitled to vote by the Articles of Incorporation or these Bylaws;
 2. The right to hold office; and
 3. The right to purchase, transfer, or modify TAHI properties (RV/Mobile Home sites).
- C. Moreover, failure by any member to maintain Member in Good Standing status shall result in the loss of membership and all rights incident thereto by such member of the right to use a lot in the Park; the right to use the clubhouse or participate in TAHI activities, or reside in the community. Should a

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member fail to maintain Member in Good Standing status, or fail to secure the same within thirty (30) days after written-notification by the Board or its designee of loss of such status, then such member will be given one (1) year to dispose of the lot improvements. If such member fails to remove or dispose of such RV/Mobile Home lot improvements within such 1-year period and fails within such period to Transfer the RV/Mobile Home site use to another Eligible Person who is admitted as a member, then the BOARD, by written notice to such member, may cause the RV lot use to return to TAHI. Any charges against the member must be paid before the RV lot use can be Transferred to another approved member or other approved Eligible Person.

Section 3 Removal

A member who willfully fails or refuses to comply with the Ground Rules and/or regulations of TAHI may be removed from membership and/or office by a two-thirds vote of the entire Board of Directors, after a full hearing is held by the Board with a complete record of the hearing being made a part of the minutes of the meeting, but such removal shall be without prejudice to the contract rights of any person so removed. Any board or officer vacancy created by such action shall be filled by presidential appointment, with Board approval, until the next regular election.

Section 4 Exclusive Use

- A. Each membership entitles the holder thereof to the exclusive use of an RV site of not less than thirty-two (3200) square feet to be selected by the member from such sites as may be available at the time membership is purchased.
- B. Each of the exclusive users of RV lots will pay all the electricity used by that member.
- C. Each member owning additional RV lot use will be assessed the equivalent assessment for all other RV lot use by that member.

Section 5 Price

- A. Membership in the Park may be purchased at a price to be determined by the BOARD OF DIRECTORS not lower than the most recent price established by the BOARD, and by ownership of an Airstream Product as described in WBCCI Constitution, and such members must become a member of the TEXAS GULF COAST UNIT and WBCCI within sixty (60) days. Such time may be extended to a total of ninety (90) days by the BOARD OF DIRECTORS. If such member fails to become a member of the TEXAS GULF COAST UNIT and WBCCI within such a period as outlined above, such member shall forfeit membership and exclusive RV site use in the Park.
- B. Membership in TAHI may be initiated or continued by paying such monthly or annual fees as may be assessed by vote of the members.
- C. If a member either disposes of his or her Airstream Product or allows membership in the TEXAS GULF COAST UNIT, WBCCI to become inactive, he/she shall have one year in which to dispose of membership in TAHI.

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Section 6 Associate Membership

Associate Membership includes a member who is the surviving spouse of a deceased member who is unable to travel with his/her Airstream, and/or members who become incapacitated to the extent that they no longer can travel, and as a result thereof have disposed of same, and they do not own another brand of recreational vehicle, may upon written request to the BOARD OF DIRECTORS, be granted an Associate Membership in TAHI. Associate members shall pay their yearly assessments, shall possess all the rights and privileges of the club, and shall abide by the Bylaws, Ground Rules, and Policies of TAHI.

Section 7 Age Qualification Policy

TAHI is an age-qualified 55+, active adult community, which means:

- (a) At least 80 percent of the occupied units must be occupied by at least one person 55 years of age or older per unit; that purchases and transfers of lots in the Park must be by a person or persons 55 years of age or older; except
- (b) That up to 20% may be occupied by residents between the ages of 21 and 55.
- (c) That no one under the age of 21 may occupy a unit in the Park on a permanent or intermittent basis; and
- (d) For the purpose of this section, “intermittent” shall mean coming and going at intervals.

Article V Board of Directors

Section 1

The government and administration of this corporation shall be vested in a BOARD OF DIRECTORS, consisting of nine (9) elected members to be chosen from the membership of TAHI, and two (2) ex-officio members.

Section 2

The ex-officio members of the BOARD OF DIRECTORS shall be the President of the TEXAS GULF COAST UNIT, WBCCI, and the immediate past President of this corporation. Ex-officio members shall not vote unless serving as elected members of the BOARD OF DIRECTORS.

Section 3

The BOARD OF DIRECTORS shall have authority to fill vacancies for any unexpired term of a Director or officer of the Board. The person chosen to fill the vacancy shall hold office for the remainder of the term for which his/her predecessor was elected, subject to ratification by the membership at the next annual meeting of TAHI. Any Director's office may be declared vacant by a two-thirds (2/3) vote of the full BOARD OF DIRECTORS.

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Section 4

The BOARD OF DIRECTORS shall meet within ten (10) days after the annual meeting for the election of officers and shall meet thereafter at least once a month except July and August. Five (5) members of the BOARD OF DIRECTORS shall constitute a quorum for all meetings of the BOARD.

Section 5

In case of absence of the President, the Vice President shall preside over the BOARD OF DIRECTORS or any general membership meeting. If both officers are absent, the BOARD OF DIRECTORS may select a presiding officer who shall preside as President pro-tem with all the powers of the President.

Section 6

The BOARD OF DIRECTORS shall have additional powers and duties as follows:

- A. To establish such rules and regulations as may be deemed necessary for the orderly operation, use, and occupancy of the Park.
- B. To administer and enforce the conditions, restrictions, use, limitation, obligations, and other provisions as may be set forth in the "Ground Rules."
- C. To keep in good order, condition, and repair all the general and limited common elements and property used in the enjoyment of the entire park.
- D. To insure all property for an amount determined by the BOARD OF DIRECTORS and to obtain and maintain comprehensive liability insurance covering the entire Park in sufficient amount to protect the corporation, its officers, and members.
- E. To determine and designate the personnel necessary for the maintenance and operation of the Park.
- F. To prepare an annual financial statement showing all receipts, expenses, and disbursements for the past year, and indicating the current financial status of the corporation. This statement will be made available to the membership.
- G. No item of business of TAHI requiring membership approval shall be referred by the BOARD OF DIRECTORS to the membership for decision until the BOARD has made a complete study of the proposal and submits its recommendation therewith. If a proposal requiring membership approval is submitted to the membership before it has been acted on by the BOARD OF DIRECTORS, the action of the membership in approving that proposal will not be effective until it is also approved by the BOARD OF DIRECTORS; however, if the BOARD does not approve the action of the membership, the BOARD must then make its recommendation to the membership at the next meeting and action of the membership on that issue is final.
- H. Contracts for expenditures of one thousand five hundred dollars (\$1,500) or more require prior approval by the Board of Directors.
- I. Neither mortgage of TAHI's property nor assessments to members resulting from a loan may be authorized without approval of the Board of Directors and membership. Approval by membership must be by majority vote of members, present or by mail, at a properly noticed meeting. Notice shall be in writing to members at least thirty (30) days prior to the date of the scheduled vote.
- J. Capital improvement projects of more than five thousand dollars (\$5,000) require approval by the Board of Directors and membership. A capital improvement project is defined as any major improvement, expansion or addition to TAHI facilities and infrastructure. For purposes of this Subsection, necessary repairs or replacement to TAHI facilities or infrastructure are not capital improvement projects. Regarding approval of capital improvements by membership, approval must be by majority vote of members, present

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or by mail, at a properly noticed meeting. Notice shall be in writing to members at least thirty (30) days prior to the date of the scheduled vote.

Article VI Officers

Section 1

The officers of TAHI shall be elected from the BOARD OF DIRECTORS. They shall consist of a President, Vice President, Secretary, and Treasurer, who shall have been elected directors; however, the BOARD may if it chooses to do so, elect an assistant Secretary to take minutes who is not a member of the BOARD, and the BOARD may, if it so chooses, elect a Treasurer who is not a member of the BOARD provided the Treasurer is adequately bonded before assuming the position. All officers shall be elected for a term of one (1) year. The offices of Secretary and Treasurer may be combined.

Section 2

The officers shall perform the usual duties of their respective offices and also other duties as are here prescribed or that are delegated by the BOARD OF DIRECTORS.

Section 3

The Treasurer shall keep financial accounts of the corporation. He/she shall render a statement in writing at each monthly meeting of the BOARD OF DIRECTORS showing the receipts disbursements, and other information pertaining to his/her office that the BOARD OF DIRECTORS may require. Checks shall be signed by such persons as are authorized by the action of the BOARD OF DIRECTORS.

Section 4

The Secretary shall keep the records of the corporation, shall issue all required notices of meetings, shall note all proceedings of the same, enter them upon the minute books, and publish all notices required to be published. He/she shall have custody of the corporation seal, charter, Bylaws, membership certificates book, and other records of the corporation. All of which shall be open at reasonable times to the inspection of any member. The Secretary shall sign or attest to all contracts, deeds, and other instruments required to be executed by the corporation.

Article VII Committees

The BOARD OF DIRECTORS may appoint committees from time to time with such powers and duties as may be delegated by the BOARD OF DIRECTORS and constituting either permanent or temporary committees as the case may require. The President may delegate a Director to be the chairperson of each permanent committee and the committee of which he or she is chairperson shall have duties and power as are specified by the BOARD OF DIRECTORS. The chairperson shall make reports to the BOARD OF DIRECTORS on progress of his/her works as from the membership and need not be a member of the BOARD OF DIRECTORS.

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Article VIII Meetings and Elections

Section 1 Annual Meetings

The annual meeting of the corporation shall be held at the clubhouse during the month of December. The meeting will include a report on the affairs of the corporation by the President, financial report by the Treasurer, reports by the other officers and committees, required membership action on general business matters, and any other matters as may properly be brought up. Any proposed change in the annual assessment shall be voted on at the December membership meeting.

Section 2 Membership/Board Meetings

The annual membership meeting shall be held at the TAHI clubhouse at 11:00 am following the Texas Gulf Coast Unit business meeting in December.

Regular board of directors/trustees meetings are held throughout the year and will be posted on TAHI's website (<http://texasairstreamharbor.com>). Special board meetings (e.g., emergency meetings) are sometimes required to discuss pressing issues and may not be predicted in advance nor posted.

Section 3 Special Membership Meetings

A special meeting of the members of TAHI may be called by:

- A. the president;
- B. the board of directors;
- C. members having not less than one-tenth of the votes entitled by the Articles of Incorporation or these Bylaws to be cast at the meeting; or
- D. other officers or persons as provided by the Articles of Incorporation or Bylaws of TAHI.

Notice of such special meeting shall be delivered in writing to each member entitled to vote at the meeting not later than the 10th day and not earlier than the 60th day before the date of the meeting. Notice must include the place, date, and time of a meeting of the members of TAHI and may be delivered personally or in accordance with Section 6.051(b) of the Texas Business Organizations Code. The Notice must include the purpose or purposes for which the meeting is called.

Section 4 Quorum of Members

A quorum of the general or special meeting of the membership shall be a minimum of eighteen (18) memberships who are qualified to vote and are present at the meeting.

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Section 5 Elections of Board Members

The procedure for election of Director shall be as follows:

- A. At the December membership meeting, a nominating committee consisting of three (3) members will be elected to nominate three (3) candidates to fill three (3) vacancies on the BOARD OF DIRECTORS the following December.
- B. Candidates may also be nominated by the membership at large, but such nominations must occur before November 15, in order to allow for preparation and mailing of ballots.
- C. No nominations from the floor shall be accepted at the December meeting.
- D. In the event of a nomination by the membership at large prior to November 15, voting will be by secret ballot.
- E. At the December membership meeting, the candidates receiving the highest number of votes will be elected to the BOARD OF DIRECTORS.
- F. The newly elected Directors will take office after the annual membership meeting of the corporation in December to serve for three (3) years.
- G. No Director may serve more than two (2) consecutive terms.
- H. The BOARD OF DIRECTORS shall meet within ten (10) days after the annual meeting for the election of officers.
- I. The President shall appoint from the membership, excluding the Directors, three (3) tellers to preside over the election whose duty it shall be to see that only qualified members are entitled to vote under these Bylaws. They shall count the ballots and certify to the Secretary the results of the elections giving the names of the duly elected Directors, and also delivering to the Secretary the original ballots cast. The Secretary shall keep the cast ballots for ninety (90) days and then destroy them.

Section 6 Removal of Board Members

The membership is responsible for electing and if necessary, removing, with or without cause, board members. A vote of two-thirds majority of the membership in good standing will complete the removal of board member(s).

Section 7 Voting By Mail

Voting by mail is allowed for election of board members and for such other important matters the board may order to be voted on in this way. Ballots will be provided to memberships who are qualified to vote. Ballots must be properly signed and received via U.S. Mail prior to the day of the election. No hand delivered ballots will be accepted.

Article IX Amendments

These Bylaws may be amended at any time by majority vote of the Board of Directors, provided that the purposes of the Corporation may not be changed so as to exclude the establishment, operation and maintenance of a park for owners of Airstream motorhomes and/or trailers, or so as to include any purpose that is not exclusively social, fraternal or educational within the meaning of the provisions of the Internal Revenue Code.

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**Article X
Fiscal Year**

The fiscal year of the corporation shall begin on the first of December.

**Article XI
Compensation**

No officer, Director of a committee, member elected, appointed, or serving pursuant to the provisions of these Bylaws shall ever be paid or receive any compensation for his/her services as such, but may be reimbursed for actual, necessary, reasonable, and direct expense in performing necessary services in such capacity.

**Article XII
Effective Dates of Bylaws**

The Bylaws shall take effect when adopted by a majority vote of the Board of Directors as set forth in Article IX above. Bylaws are effective November 1974, revised December 2000, December 2004, December 2011, December 2015, December 2016, December 2017, May 2019, December 2019, May 2021, November 2021.

**Article XIII
Computation of Time Requirement**

In computing the time required for advanced notices to the membership of any proposed meeting of the membership, the day on which the notice is mailed shall be the first day of the period. If the notice is delivered in person, the day of delivery shall be the first day of the period.

**Article XIV
Robert's Rules of Order**

All meetings of the BOARD OF DIRECTORS and all meetings of the membership shall be conducted according to the current edition of Robert's Rules of Order Newly Revised. These procedural rules govern TAHI BOARD and membership meetings in which the rules are not inconsistent with higher authority, such as state or federal law, or the governing documents of TAHI.

Ground Rules

**Article 1
General Considerations**

TEXAS AIRSTREAM HARBOR, INC. is a non-profit corporation and operating under and by virtue of the non-profit corporation Laws of the State of Texas for exclusive benefit and use of the lawful members of the corporation.

Policies are a definite course of action that have established by the BOARD OF DIRECTORS and/or the Membership following the guidelines set up in the Bylaws. The GROUND RULES are special policies that aid in the day-to-day operation of the Airstream Park. This operation requires special regulations that give more details than would be found in the Bylaws.

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These regulations are collectively called GROUND RULES and are printed here so that the Membership and Visitors to TEXAS AIRSTREAM HARBOR, INC. (TAHI) will be aware of what is expected of them and what to expect from TAHI.

These GROUND RULES will be reviewed by the BOARD OF DIRECTORS annually to ensure that they are current and reflect the true needs of the Park. After approval by the membership, a copy of such GROUND RULES shall be provided to each member promptly.

Policies can be changed by a majority vote of the BOARD OF DIRECTORS and/or Membership.

The following members of TEXAS AIRSTREAM HARBOR, INC. were voted as permanent Honorary Directors in memory of their services to TAHI: Paul Davis, Dr. Maxwell Miller, Mack Holland, Robert Huton, Pitser Garrison, Marshall Traylor, Joe Ehrhart, John Slaughter – all deceased. Honorary Directors, if elected in the future, shall not vote unless they are elected Board Members.

Section 1

Fifty (50) cents per mile shall be allowed for use of private automobiles used in the performance of club duties.

Section 2

The Treasurer is the only officer required to be bonded.

Section 3

The BOARD OF DIRECTORS shall designate members authorized to sign checks. The corporation's bookkeeper may be one of these signers. Two signatures are required on checks over seven hundred fifty dollars (\$750).

Section 4

The regular monthly meeting of the BOARD OF Directors will be held on Friday at 10:00 am during the regular TEXAS GULF COAST UNIT rally weekend meetings.

Article II Membership

Section 1

Annual assessments for new members will be pro-rated on the remaining months of the current fiscal year.

Section 2

Assessments are due December 1 each year. Any member who has not paid the yearly assessment fees by January 31 is to be charged a late fee of \$10 dollars penalty the first month, \$20 the second month, and \$40 every month thereafter that the payments are not made. These penalty payments are in addition to the annual assessment.

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Section 3

Members who desire to relinquish their memberships in TEXAS AIRSTREAM HARBOR, INC. must nevertheless pay their annual lot assessment(s) until such time as their membership interest is transferred to another approved Member or other approved Eligible Person.

Section 4

If any Member fails to pay when due any assessment, fine, penalty, or charge authorized by TEXAS AIRSTREAM HARBOR, INC. the corporation may:

- A. File suit against such Member to collect such sums due including attorney fees and court cost;
- B. Expel such Member from the membership; and
- C. Take any or all the actions listed, or any other available remedy as determined in the sole discretion of the BOARD.

Section 5

If assessment fees and/or all fines and penalties and charges incurred are not paid in full within a period of twelve (12) months after they become due, then the BOARD, by written notice to Member, may cancel Member's membership and take all necessary action to remove Member from the real property of the corporation. Any membership fee paid will remain with the TEXAS AIRSTREAM HARBOR, INC. without refund to Member.

Section 6

If after written notification by the BOARD OF DIRECTORS that a membership is cancelled and is null and void and more than two(2) years of assessments, penalties, fines, and /or charges are owed payable to Treasurer, the BOARD, by written notice may cancel all lot use of the RV/Mobile Home site(s) and all improvements to RV/Mobile Home site(s) become property of TEXAS AIRSTREAM HARBOR, INC.

Section 7

When the use of an RV/Mobile Home site is relinquished and/or transferred, the TAHI President will assign a person to inspect the property for compliance of ground rules. When the use of an RV/Mobile Home site(s) is relinquished and/or transferred, new certificate(s) shall not be granted until all debts and fees are paid in full.

Section 8

Individual members are free to set the selling price of their RV site(s) and improvements.

Section 9

Membership may be inherited with no membership or transfer fee incurred. Only one legal heir with proper documentation may be recognized. The heir must meet all Bylaw requirements for membership.

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**Article III
Fines and Enforcement**

Section 1

Failure to comply with a directive of the BOARD and/or membership vote may result in fines against the Member not to exceed the sum of \$100.00 per day, as determined by the BOARD. Each day upon which a violation occurs or continues to occur will be considered a separate violation. Unpaid fines and/or penalties will be treated as an assessment in accordance with Article II, Section 4 hereof and may be paid as provided therein.

Section 2

Each Member shall be responsible for the actions of his/her guests.

Section 3

The determination of whether a violation of these rules, regulations, conditions, and restrictions has occurred, and the issuing of a fine will be the sole decision of the BOARD and will be noted and dated in the BOARD minutes.

Section 4

TEXAS AIRSTREAM HARBOR, INC., the BOARD, and any contractors or agents hired by the BOARD shall not be responsible for any damage or loss resulting from the violation and enforcement of these rules, regulations, restrictions, or conditions.

**Article IV
Use of the Park**

All the land, improvements, and facilities of TEXAS AIRSTREAM HARBOR, INC. shall be under the direction and subject to the authority of management, as such management may be designated by the BOARD OF DIRECTORS of the corporation.

The primary purpose of both these rules and the designated management shall be the protection and preservation of the corporate property; the development, maintenance, and the operation of a uniform, clean, neat, and desirable park; the enforcement of the rules of conduct designated to produce a pattern of social behavior that will be offensive to none and fair to all; to maintain the park and screen the activities programmed on a level and in a manner designated to protect and enhance the investment of each member.

**Article V
Improvements and Facilities**

Section 1

The posting of **For Sale** signs on RV or Mobile Home sites is prohibited and allowed only on the clubhouse bulletin board or newsletter.

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Section 2

The only BOARD approved RV cover specifications are those described, illustrated, and published in the TEXAS AIRSTREAM HARBOR, INC. Construction Standards document.

- A. All improvements and new structures must comply with the latest approved Construction Standards document.
- B. The BOARD OF DIRECTORS may grant variances to these construction standards.
- C. The owner must bear all liabilities if damage occurs to other property.
- D. If TEXAS AIRSTREAM HARBOR, INC. property taxes increase due to construction of specified lot improvements, such increases will be paid by the individual.

Section 3

The streets of TEXAS AIRSTREAM HARBOR, INC. shall not be used for parking. Autos, trailers, campers, boats, boat trailers, commercial vehicles, motorbikes, etc. may be parked only in areas designated by management for the vehicle involved. The BOARD OF DIRECTORS may request the removal of unsightly vehicles from lots.

Section 4

The facilities of TEXAS AIRSTREAM HARBOR, INC., clubhouse, picnic areas, boat landing, and storage barn, together with playgrounds and any other future improvements, shall be always available to individual members, except when scheduled by management for the use of groups and clubs.

Section 5

The regular monthly rallies of TEXAS GULF COAST UNIT shall have priority in use of the TEXAS AIRSTREAM HARBOR, INC. facilities at costs to be mutually agreed on by officers of the TEXAS GULF COAST UNIT and the BOARD OF DIRECTORS of TEXAS AIRSTREAM HARBOR, INC. as defined in Section 10 of these Ground Rules. It shall be incumbent upon management to schedule such rallies and meetings as the officers of TEXAS GULF COAST UNIT may officially request and no other group meeting shall be scheduled in conflict with such dates except upon written approval of the officers of TEXAS GULF COAST UNIT.

Section 6

A charge of one hundred dollars (\$100) per day shall be charged for the use of the clubhouse.

Section 7

The VIP section of visitor parking (next to clubhouse) may be reserved for parking special guests of TEXAS AIRSTREAM HARBOR, INC.

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Section 8

As space is available, management may accept Airstream Products as defined in the WBCCI Constitution for overnight parking at a fee to be set by management.

Section 9

Parking fees will be as follows:

\$20 per day \$120 per week \$400 per month
\$2.00 per day or \$50 per month for dry storage – no hookups
\$10 per night charge for TGCU members on rally weekends

Section 10

The TEXAS GULF COAST UNIT is to be charged two hundred fifty dollars (\$250) per rally for clubhouse use.

Section 11

The annual assessment is seven hundred dollars (\$700) per lot.

Section 12

A member may invite a guest(s) to stay on his/her site at no charge provided host member is present within 24 hours.

Article VI Architectural Control

Section 1

The Building Committee shall serve at the pleasure of the Board.

Section 2

The Building Committee must review and approve in writing all the following projects on the Property:

- A. Construction of any building, retaining wall, shed, or other structure.
- B. Any exterior addition, change, or alteration in any building, wall, shed, or other structure.
- C. Any landscaping or grading of any lot or lots.

Section 3

Member must submit an application to the Building Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work and shall contain a signed statement that the Member will follow the Corporation's building specifications. All structures must be white.

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Section 4

The Building Committee shall review applications for proposed work to (1) ensure conformity of the proposal with these relations, conditions, and restrictions, and (2) ensure harmony of external design in relation to the surrounding structures and topography. An application can be rejected for providing insufficient information. The Building Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Building Committee should detail the reasons for rejection and suggest how the Member could remedy the deficiencies.

Section 5

Before any construction is commenced, the Member shall provide the Building Committee with a statement from the Member's contractor that the construction will be in accordance with the corporation's building specifications. Member is required to be present at site for concrete delivery and foundation pours.

Section 6

The Corporation's building specifications are set forth in Construction Standards Document. Any variance in any construction must be approved by The Building Committee. The TAHI Board shall settle disputes regarding these matters. The owner must bear all liabilities if damage occurs to other property.

Section 7

Any electrical power requirements over 30 amps or more at 120 volts for an individual TAHI lot will require that the lot's electrical power be connected to an outside electric company service. The total cost of this electrical power transfer is at the expense of the individual Member who has use of the affected lot.

Section 8

The Building Committee shall have the right to inspect and measure any part of the exterior structure or lot at any stage of construction. If taxes increase due to construction of improvements, such increases will be paid by the Member affected.

Section 9

If construction plans have been altered or if any portion of the construction does not meet with the Corporation's building specifications, the construction shall stop, and the Member shall be requested, in writing, to make the necessary corrections.

Article VII Rules of Conduct

Section 1

Appropriate and inoffensive attire shall be worn by all members, visitors, and guests of members in all public areas of TEXAS AIRSTREAM HARBOR, INC., including the clubhouse.

TEXAS AIRSTREAM HARBOR, INC.

Section 2

Unseemly conduct, disturbances of the peace and quiet, and interference with other members will not be tolerated.

Section 3

The right to evict without notice any objectionable person or persons who may cause a disturbance or become a nuisance is expressly reserved by management and management is the sole judge of whether behavior warrants eviction.

Section 4

No pets will be permitted in the clubhouse or other TEXAS AIRSTREAM HARBOR, INC. buildings. Nor will pets be permitted off owner's RV/Mobile Home site except on a leash except for service animals.

Section 5

Noisy or unruly pets will not be allowed to remain in the park.

Section 6

Smoking will not be permitted in the clubhouse.

Section 7

Alcoholic beverages may not be sold anywhere on the property of TEXAS AIRSTREAM HARBOR, INC. by any group or persons.

Section 8

Motorized vehicles shall not be driven more than fifteen (15) miles per hour anywhere on TEXAS AIRSTREAM HARBOR, INC. property.

Article VIII Airstream RV Section

Section 1

Legal title to all land is vested in TEXAS AIRSTREAM HARBOR, INC. Article IX (9) of these rules is designed to regulate the RVs in that section which is reserved exclusively for parking road worthy Airstream Products and road worthy tow vehicles. For the purpose of these rules, this section of the park shall be called the Airstream Section.

TEXAS AIRSTREAM HARBOR, INC.

Section 2

Members of TEXAS AIRSTREAM HARBOR, INC. who select sites in the Airstream Section may use the site selected for the parking of one (1) qualified Airstream Product for as long as the fees are paid. No other recreational vehicle, excluding members' tow vehicles, may occupy a site in the Airstream Section.

Section 3

Members may invite guest RVs of any make or brand for not more than fourteen (14) consecutive days and not more than four (4) times per year.

Section 4

The rule of one (1) site for one (1) member shall prevail. Two (2) or more otherwise qualified owners of qualified Airstream Products may not share a membership or site in any manner.

Section 5

Improvements on RV sites, including digging of ditches, leveling, and filling, the pouring of concrete, and the erection of buildings, sheds, etc. may be made only as permits are issued by management.

Section 6

No commercial business or advertising will be permitted on either RV sites or elsewhere on TEXAS AIRSTREAM HARBOR, INC. property.

Section 7

Garbage receptacles shall not be visible on the streets or RV sites.

Section 8

All sites shall be maintained in a neat and clean condition. Lawns must be mowed. TAHI does not provide lawn service or equipment for individual properties. Members are responsible for providing their own lawn maintenance, or TAHI will provide it at the going rate(s). Rubbish, unused lumber or building supplies, tools, implements, etc., must be stored out of sight. Fences may not be built around sites.

Section 9

No more than two (2) cars may be parked on sites, except for cars driven by visitors.

Section 10

Except for limited visitation (14 days or less), there shall be no resident minors within the park. The BOARD OF DIRECTORS may grant exceptions for family crisis, primary caregivers, or emergencies.

TEXAS AIRSTREAM HARBOR, INC.

**Article IX
Mobile Home Section**

Section 1

The same rules of construction standards, conduct, cleanliness, parking, and pets cited above apply to the section where existing mobile homes are permitted.

Section 2

Size, type, and appearance of mobile homes must be approved by management before being parked on site.

Section 3

Within six (6) months after moving on site, skirting must be installed which extends all the way to the ground and completely encircles the mobile home.

Section 4

Any additions to mobile homes or free-standing structures to be placed on site such as awnings, patios, car sheds, storage buildings, etc. must have a permit with prior approval of management.

Section 5

Management shall be consulted before either mobile homes or approved additions are removed from the site.

Section 6

There shall be no sub-letting of mobile homes or sites.

Section 7

Maintenance and repair of the mobile home and other buildings on the member's lot will be performed in a timely manner to be determined by management.

**Article X
Amendments, Miscellaneous**

Section 1

These rules, regulations, restrictions, and conditions may be amended by action of the BOARD and shall be evidenced in writing signed by the President or other officer designated by the BOARD.

Section 2

Each right or remedy of TEXAS AIRSTREAM HARBOR, INC. or its BOARD provided herein is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of any other right or remedy.

TEXAS AIRSTREAM HARBOR, INC.

Section 3

The provisions contained herein shall be deemed independent and severable. The invalidity, partial invalidity, or un-enforceability of any one provision shall not affect the validity or enforceability of any other provision.

Section 4

These Bylaws and Ground Rules, as well as any amendment to these Bylaws and Ground Rules and any valid action or directive made pursuant to it shall be binding on the Corporation and the Members and their heirs.

Section 5

The provisions of these Bylaws and Ground Rules shall be liberally construed and interpreted to effectuate its purpose of operating TEXAS AIRSTREAM HARBOR, INC. Failure to enforce any provision of these Bylaws and Ground Rules shall not constitute a waiver of the right to enforce the provision or any other provision of these Bylaws and Ground Rules.