

# **BYLAWS, RULES, REGULATIONS & & POLICIES**

**Published April 29, 2019**

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## **BYLAWS**

of the North Texas Airstream Community, Inc.

### **ARTICLE ONE**

The name of the Corporation is North Texas Airstream Community, Inc., hereafter referred to as NTAC.

### **ARTICLE TWO**

The Corporation is a non-profit corporation.

### **ARTICLE THREE**

The period of its duration is perpetual.

### **ARTICLE FOUR**

The purposes for which the corporation is organized are to acquire, develop, and operate a private park for the enjoyment of its members.

NOTE: These first four articles also appear in the Corporation Charter.

## **ARTICLE FIVE MEMBERSHIP**

### **Section 1 Membership** (Rev Dec 2018)

The Membership of NTAC shall consist of all Eligible Persons who own one or more shares of NTAC.

### **Section 2 Membership Eligibility** (Rev Dec 2018)

In order to be eligible for Membership in NTAC, a person must meet the following qualifications: (an “**Eligible Person**”)

- A. Be (1) a natural person; or (2) a trustee of a trust created by written trust instrument (a copy of

- which is provided to the Membership Committee); and
- B. Be at least forty-five (45) years of age; and
  - C. Be a member in good standing with WBCCI; and
  - D. At the time of application for membership, must be the sole owner of a fully self-contained and hard-sided recreational vehicle manufactured by Airstream, Inc. (an “**Airstream RV**”); provided, however, that Members of NTAC on December 11, 2004, who were not sole owners of an Airstream RV on December 11, 2004, and own another brand recreational vehicle (an “**X-RV**”) shall qualify to be grandfathered and remain NTAC members by continuing to abide by all the other requirements, bylaws, rules and regulations; and
  - E. Must, as a Member in Good Standing, maintain ownership of an Airstream RV for a minimum of three (3) years after applying for and becoming a Member; and, after such 3-year period, if a Member disposes of his Airstream RV, he may not own an X-RV and remain eligible for Membership; and
  - F. Must agree to abide by the “Bylaws and Rules and Regulations of NTAC; and
  - G. Be the person named on the official NTAC share certificate.

### Section 3 **Ownership of NTAC Share** (Rev Dec 2018)

An NTAC share may be held individually by a Member who qualifies as an Eligible Person; or jointly by two Members who are married or cohabitating, each of whom qualifies as an Eligible Person. An NTAC share may only be Transferred in accordance with the Bylaws and Rules and Regulations of NTAC. Before any proposed Transfer of an NTAC share from a Member to a non-member shall be effective, said non-member must apply for and be admitted as a Member in accordance with the Bylaws and Rules and Regulations of NTAC; provided, however, that for a Transfer from a Member to a non-member by inheritance only, said non-member shall have one (1) year after the date of the Member's death to apply for membership and be admitted as a Member. If said non-member fails to be admitted as a Member of NTAC within such applicable period, and fails within such period to Transfer the share or shares held to another Eligible Person who is admitted as a Member, then the Board, by written notice to such non-member, may cause the share or shares to revert to NTAC. Any charges against the shares must be paid before the shares can be Transferred. As used herein, "**Transfer**" means any sale, transfer, encumbrance, devise, gift, donation, assignment, pledge, or other disposition, whether voluntary or involuntary, by instrument, operation of law, judicial process, foreclosure, levy, attachment, of other means.

#### **Section 4 Use of NTAC Lot and Residency**

(Rev Dec 2018)

Each Share entitles the Member to use one lot of NTAC, subject to the terms and conditions of these Bylaws and the Rules and Regulations. Only Members of NTAC may be residents in the community, except caregivers approved by the Board as a special guest with rights described in the NTAC Rules and Regulations. Caregivers must reside in the house or villa of the person receiving care.

#### **Section 5 Voting** (Rev Dec 2018)

A Member may hold one or more shares. However, each membership shall have only one vote regardless of the number of shares held, except for votes on expenditures of \$30,000.00 or more as provided for in Article Thirteen, Section 6 of the Bylaws. Each Member named on the share certificate may hold office and is entitled to full privileges of NTAC membership; provided, however, that multiple Members are named on the share certificate such Members shall only be entitled to one vote, collectively, on NTAC matters.

**Section 6 Members in Good Standing** (Rev Dec 2018)

In order to qualify as a “**Member in Good Standing**” a member must:

- A. Meet all requirements of Membership Eligibility in Article 5, Section 2, of the Bylaws above, and
- B. Maintain a current NTAC billing account 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;
  - 2. The right to hold office; and
  - 3. The right to purchase, trade, or modify NTAC properties.

Moreover, failure by any Member to maintain Member in Good Standing status may, at the discretion of the Board, result in the loss by such Member of the right to use a lot in NTAC or reside in the community. Should a Member fail to maintain Member in Good Standing status, and fail to cure the same within thirty (30) days after written notice from the Board or its designee, then, in addition to the loss of rights as provided above, such Member will be given one (1) year to dispose of his share(s). If such Member fails to dispose of such share(s) within such 1-year period and fails within such period to Transfer the share or shares held to another Eligible Person who is admitted as a Member, then the Board, by written notice to such Member, may cause the share or shares to revert to NTAC. Any charges against the share(s) must

be paid before the share(s) can be Transferred. Should a Member be more than two (2) years in arrears on the maintenance fee or other charges payable to NTAC, the Board, by written notice to such Member, may cause the share or shares to revert to NTAC.

**Section 7 Record Date** (Rev Dec 2018)

Where necessary for determining those Members entitled to notice of a meeting, or those Members entitled to vote at any meeting or any adjournment thereof, the Board of Directors may establish a record date for determining ownership of shares, as evidenced by the NTAC membership transfer records on such date.

**Section 8 Membership Committee and Validation**

(Rev Dec 2018)

The Board of Directors will establish a Membership Committee for the purpose of verifying membership eligibility at application for membership, prior to a membership vote, and from time-to-time as necessary.

## ARTICLE SIX OFFICERS

Section 1 The Officers of NTAC will be President, two Vice Presidents, Secretary, and Treasurer.

Section 2 They shall be elected from the Board and by the Board; however, the Board may elect a Secretary and/or Treasurer that are shareholders, but not necessarily members of the Board. In such case, they would not have a Board vote. At the Board's option, the Secretary and Treasurer may be the same individual.

Section 3 The Officers are elected by the Board for a period of one (1) year, and may succeed themselves. They shall be elected during the Annual Board Meeting in December. They shall take office upon election.

Section 4 In the event of death, resignation or inability of the President to fill his office, one Vice-President, designated by the Board, shall succeed to the office, so vacated, for the unexpired term. A vacancy of any other office shall be filled by the Board. If the Board is not readily available, the President shall appoint an individual to temporarily fill the position until the next Board Meeting.

## ARTICLE SEVEN BOARD OF DIRECTORS

Section 1 The Administration and Management of NTAC shall be vested in the Board of Directors, herein referred to as The Board. The Board shall have full authority to construe and interpret the Bylaws and Rules and Regulations. The Board shall consist of 9 members and 1 ex-officio member. Up to 2 additional non-voting members may be on the Board, as provided for in Article Six, Section 2.

Section 2 The Board Members shall be elected for a 3-year term, staggered, so that 3 members are rotated off each year and 3 are elected. (Attrition shall be the method used to reduce the number of Board Members from 12 to 9.) No Board member may serve more than 2 consecutive terms. They may, however, be reelected to the Board after being off one year.

Section 3 An Ex-officio Board Member shall be immediate Past President of the NTAC Board. Ex-officio members shall not vote unless they are elected Members of the Board.

Section 4 The Board shall fill any vacancy for an unexpired term of a Director or Officer. Such appointment shall be for the balance of the term. Any Director's office may be declared vacant by a two-thirds vote of the full Board.

Section 5 NTAC shall indemnify each of its Directors or Officers whether or not then in service as such, and his personal representatives and heirs, against all reasonable expenses actually and necessarily incurred by him in connection with the defense of any litigation to which he/she may have been made a party because he/she is or was a Director or Officer of NTAC.

## ARTICLE EIGHT EXECUTIVE COMMITTEE

Section 1 The Executive Committee shall consist of the President, two Vice Presidents and the Treasurer. The Committee shall have general supervision of NTAC between the meetings of the Board. It shall be subject to orders of the Board. While the Committee may establish Policy, the Policy is subject to ratification at the next Board Meeting.

## ARTICLE NINE QUORUM

Section 1 A quorum of the Membership shall be 10% of the Members eligible to vote.

Section 2 A quorum of the Board shall be a majority of the total number of Board Members.

## ARTICLE TEN MEETINGS

Section 1 There shall be an Annual meeting of the Membership in December each year. The President, or 4 voting Members of the Board, or 10% of the Membership can call a Membership Meeting. Reasonable notice of not less than 30 days must be given.

Section 2 There shall be at least 6 Board Meetings each year, with one of them held in December after the Membership Meeting. The President, or 4 voting Board Members may call a Board Meeting. Reasonable notice should be given.

Section 3 The Executive Committee shall meet as needed to conduct business. Any member of the Executive Committee may call a meeting. Reasonable notice should be given.

## ARTICLE ELEVEN COMMITTEES

Section 1 Committees, Standing or Special, shall be appointed by the President as he/she, the Executive Committee, or Board from time to time deem necessary to carry on the work of NTAC.

Section 2 The President shall be an ex-officio Member of all committees.

Section 3 A Nominating Committee of three members shall be nominated by the Board.

Section 4 Nominations may be made from the floor; however, potential nominees must have given their agreement to serve if elected.

## ARTICLE TWELVE PARLIAMENTARY AUTHORITY

Section 1 The Rules of Conduct contained in the current edition of *Robert's Rules of Order Newly Revised* shall be used in the governance of NTAC in all cases to which they are applicable and in which they are not inconsistent with the Bylaws, Rules and Regulations, and the Texas Business Organizations Code, as amended, or other applicable law.

(Rev Dec 2018)

## ARTICLE THIRTEEN AMENDMENTS

Section 1 When a quorum is present, the Bylaws may be amended by a two-thirds vote of the Members present or voting by mail. Members wishing to place an item on the agenda shall contact the Secretary in writing at least 45 days prior to the meeting. The Membership will be given 30 days notice prior to the meeting where the Bylaws Amendments will be considered. Any issue to be voted on by the total membership can only be submitted once within a twelve (12) month period.

Section 2 When a quorum is present, the Rules and Regulations may be amended by two-thirds vote of the Board Members present and voting at a Regular Board Meeting, or Meeting called for that purpose.

Section 3 Policy may be established by a majority vote of the Executive Committee; however, the Board has review power over the Policy established by the Executive Committee.

Section 4 A Shareholder may vote by mail on items to come before a Shareholders' Meeting.

Section 5 During a Shareholders' Meeting, Members may offer resolutions for Board action.

Section 6 Expenditures of \$30,000 or more, not budgeted and not covered by insurance, require a vote by the shareholders.

1. Office Manager will mail expenditure request to all shareholders, one lot equals

one vote, two lots equal two votes, etc.  
Shareholders will have 30 days to return  
their votes to the Office Manager.

2. A simple majority of greater than 50% will allow the expenditure.
3. Office Manager will inform NTAC Board President of the results.

# **RULES & REGULATIONS**

## **PREAMBLE**

NORTH TEXAS AIRSTREAM COMMUNITY, INC. (“Corporation”) was conceived with the intent to provide a place where members who enjoy “Airstreaming” can be together in fellowship and participate in social activities. It was founded with the goal to establish and maintain the finest possible Airstream Park. The following Declaration of Regulations, Conditions, and Restrictions (“Declaration”) is made on June 2, 1998, at Hillsboro, Hill County, Texas, by the Board of Directors of the Corporation.

## **RECITALS**

The Corporation is the owner of all that certain real property (Property) located in Hill County, Texas, described as follows: 50.0 acres, situated in the J. D. Mitchell Survey, A-596, Hill County, Texas also known as 200 Walnut Hill Avenue, Hillsboro, Texas 76645.

2. The Corporation has devised a general plan for the entire Property as a whole which provides a common scheme of development designed to protect and safe guard the Property over a long period.

3. This general plan will benefit the Property, the Corporation and the Members.

NOW, THEREFORE, it is declared that all of the Property and the Members shall be subject to the following rules, regulations, and restrictions.

## CONFLICTS

In case of any conflict between these Rules & Regulations and the NTAC Bylaws, the NTAC Bylaws shall control.

## ARTICLE 1 DEFINITIONS

- 1.01 “Airstream” or “Airstream Recreational Vehicle” means the brand of recreational vehicle which includes trailers, motor homes, and self-contained vans manufactured by Airstream, Inc.
- 1.02 “Airstreaming” means the act of Airstream owners getting together (primarily with their Airstream RV) for Rallies, Caravans, Dinners, and other social events to share their common interests in the benefit of owning an Airstream RV.
- 1.03 “Article” means the section headings in the Rules & Regulations of the North Texas Airstream Community.
- 1.04 “Board” means the Board of Directors of the North Texas Airstream Community.
- 1.05 “Calendar year” shall mean January 1 through December 31.
- 1.06 “Caregiver” means a person who has been approved by the Board of Directors to administer to the needs of a Member of NTAC.

- 1.07 “Common area” or “Common Property” means that portion of the Property located in Hill County, Texas described in Paragraph 1 of the Recitals, except for lots set aside for the Members’ use.
- 1.08 “Corporation” or “NTAC Corporation” means North Texas Airstream Community, Inc., a Texas non-profit Corporation that owns certain real property located in Hill County, Texas described as follow: (1) Fifty (50.0) acres, situated in the J.D. Mitchell Survey, A-596, Hill County, Texas. (2) Also described in Hillsboro City Annexation Ordinance Number 099-02-01 dated February 9, 1999. (3) The property has been divided into common property for use by all NTAC Members, and Lots for the individual NTAC Member’s use.
- 1.09 “Director” means a member of the NTAC Board of Directors with the decision-making rights under the Bylaws.
- 1.10 “Guest” means one or more natural persons visiting the Property at the invitation of the Board or a Member. A Member may not be a guest.
- 1.11 “Host” means a person designated by the Board to represent NTAC as determined by the Board.

1.12 “Junked Vehicle” means a motor vehicle or trailer as defined in Section 502.001 of the Texas Transportation Code, that:

1. remains inoperable for a continuous period of more than thirty (30) days; or
2. does not have a current vehicle registration sticker and/or current state safety inspection sticker, as required by state code attached to it; or
3. is wrecked, dismantled, partially dismantled, or abandoned.

1.13 “Lots” means the Parcels of land within the area owned by the NTAC Corporation designated for use by the NTAC Member holding an NTAC Certificate of Shareholder Ownership for a respective lot.

1.14 Member or “members” means a natural person who owns a share or shares of the Corporation with membership rights. In these Rules & Regulations, when a single word “Member” is used it refers to an NTAC Member. This is evidenced in a certificate titled “North Texas Airstream Community, Inc. Membership Certificate.”

1.15 “Natural Person” means one that is an identifiable legal entity having certain rights and obligations.

1.16 “NTAC” means the North Texas Airstream Community.

1.17 “NTAC Member in Good Standing” means an

NTAC member who has met all of the NTAC Bylaws and Rules & Regulations requirements for membership.

- 1.18 “NTAC Share” means the right given to an “NTAC Member in Good Standing” to use a certain lot as evidenced by a Certificate titled “North Texas Airstream Community Certificate of Share Holder’s Ownership” that represents one specific lot in the NTAC Corporation’s real property which is recorded in the NTAC Corporation records.
- 1.19 “Park” means another reference to the North Texas Airstream Community.
- 1.20 “Office Manager” means a person designated by the NTAC Board to provide park management functions under the direction of the NTAC Vice President of Operations.
- 1.21 “Property” means all that certain property located in Hill County, Texas, described in Paragraph 1 of the Recitals hereof.
- 1.22 “Rally Parking Lot” means the large RV improved lot north of the Clubhouse.
- 1.23 “Rally Room” means the large room in the west end of the Clubhouse designated as a meeting room and eating area.

- 1.24 “Rules & Regulations” means the Rules & Regulations of the Corporation which are adopted by the NTAC Board of Directors.
- 1.25 “WBCCI” means the organization named Wally Byam Caravan Club, International, under the laws of the State of Ohio.
- 1.26 “X-RV” means any recreational vehicle, which includes trailers, motor homes, or self-contained vans, which are manufactured by someone other than Airstream, Inc.

ARTICLE 2  
GENERAL RESTRICTIONS

- 2.01 All lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by no more than two natural persons except for an approved caregiver.
- 2.02 Only Airstream recreational vehicles may be kept on Member’s lots. No other X-RV may be kept on the Member’s lot or the Corporation’s property except as described in Article 6, Paragraph 6.01. Vehicles designed for passenger

transportation or towing, including automobiles, pickup trucks, sport utility vehicles, vans, motorcycles and golf carts may be kept on Members' lots. All Airstream recreational vehicles parked on Members' lots are required to hold a current registration in the Member's name and display the registration sticker on the license plate. (Rev April 2019)

- 2.03 A Member shall be permitted to lease his/her lot or lots only to other WBCCI Members in Good Standing. A lessee shall meet the NTAC membership requirements and shall be the sole owner of the Airstream RV. The lessee shall provide the Office Manager with a completed application form accompanied by a copy of the current Airstream RV registration receipt and Airstream RV vehicle title showing proof of ownership of an Airstream RV. The lessee shall also provide an affidavit signed by the lessee agreeing to abide by all NTAC Bylaws and Rules and Regulations and a copy of a receipt showing that the lessee has paid WBCCI Membership dues. The lessee must be approved by the Membership Committee.
- 2.04 If a Member fails to maintain the premises of his/her lot or lots, including allowing a Junked Vehicle to remain thereon, in a neat and orderly manner, the Building Committee shall have the right to enter the lot or lots in order to remove a Junked Vehicle, repair, maintain, and restore the

lot or lots, including landscaping the exterior of any buildings and other improvements located on the lot or lots, all at the expense of the Member, to be paid as provided in ARTICLE 7.

- 2.05 If a Member fails to maintain his/her lot by allowing long grass and/or weeds to exceed a height of six inches, the Corporation shall have the right, through its agents and employees, to enter the lot for clean-up or mowing, as needed, at the expense of the Member. Current prices and other maintenance information shall be posted at the Corporation's office.
- 2.06 A Member with an Airstream RV and an X-RV shall be limited to a maximum of 24 hours for loading/unloading the X-RV on NTAC property per occurrence. Exiting and re-entering during this 24 hour period shall not produce a change in determining the total duration of each occurrence. The X-RV may enter NTAC for loading/unloading for what is a reasonable number of times.
- 2.07 No part of an Airstream recreational vehicle shall be allowed to protrude more than 3 feet beyond the roof line of the single-family dwelling.
- 2.08 No yard sign shall be permitted on a Member's lot except a sign reflecting the Member's name and/or lot number or street address.

- 2.09 Members shall not use, or allow their employees or independent contractors to use another Member's lot without permission from the other Members.
- 2.10 No Junked Vehicle shall be allowed to remain on a Member's lot for more than thirty (30) days.
- 2.11 Nothing shall be stored under Airstream recreational vehicle parked on Member's lot.
- 2.12 A Member's lawnmower shall be stored in an inside storage area or behind the Member's Airstream recreational vehicle.
- 2.13 All trash, leaves, plant waste, scraps, refuse, and garbage shall be stored internally or placed in the refuse bins.
- 2.14 Only outdoor type furniture, personal vehicles, BBQ grills and golf carts shall be allowed on patios. Furniture designed for indoor use, such as upholstered furniture, may be used only for temporary purposes in outdoor areas.
- 2.15 No clothing or household fabrics shall be hung, dried, or aired outside the residence or RV, situated on a Member's lot.
- 2.16 No noxious or offensive activity shall be conducted on any Member's lot that may be or may become an annoyance or nuisance to the neighborhood. No exterior speakers, horns, whistles, bells, or other device shall be permitted on any lot other than those for security purposes.

- 2.17 No lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush or other debris.
- 2.18 No individual sewage-disposal system shall be permitted on any lot.
- 2.19 No individual water supply shall be permitted on any lot.
- 2.20 There shall be no open fires on any lot, except fires contained within receptacles designed to prevent a fire hazard.
- 2.21 No major repairs or restoration of any motor vehicles, boats, trailers, or other vehicle shall be conducted on a Member's lot.
- 2.22 No power tools, vehicles, electronic devices, generators, or radio transmitting equipment that interferes with normal radio or television reception shall be used on any Member's lot.
- 2.23 A propane bottle not exceeding 100 pounds may be located at the front of any Airstream trailer if secured properly and connected in accordance with LPG safety requirements. Other LPG tanks and bottles, not to exceed 150 gallons, shall be located at the rear of a permanent shelter on a lot when installed in accordance with the State and Local Regulations and shall not be filled in excess of 70 percent of capacity.

- 2.24 Tree limbs shall not be permitted to grow over any Airstream recreational vehicle or other permanent structures on adjoining lots. Consideration should be given to planting only shrubs and trees that do not release excessive amounts of cotton or pollen.
- 2.25 Herbicides shall be used on Members' lots with extreme care.
- 2.26 No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dogs, cats, or any other pets shall be kept on owner's lot except when walking, at which time a leash shall be used. Solid excreta of any animal shall be picked up and placed in the refuse bin. Loud barking or excessive noise shall not be permitted. No ownerless, wild or feral animals may be fed including dogs and cats.
- 2.27 No professional business, or commercial activity to which the general public is invited shall be conducted on the Property.

- 2.28 In an attempt to sell or lease their share representing a house, villa, or lot, members may not use any real estate agent or other form of advertising, be it electronic or print format, that could be construed to make such offering to the general public. Only advertising or offering using NTAC or WBCCI official publications/websites may be made. (Rev Apr 2019)

### ARTICLE 3 ARCHITECTURAL CONTROL

- 3.01 The Building Committee shall serve at the pleasure of the Board.
- 3.02 The Building Committee must review and approve in writing all of the following projects on the Property:
1. Construction of any building, fence, wall, or other structure.
  2. Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
  3. Any landscaping or grading of any lot or lots.
- 3.03 To obtain approval to do any of the work described in Paragraph 3.02, a Member must be in “Good Standing” as required by Bylaws, Article 5, Membership, Section 6 and in Rules and Regulations, Article 4, Paragraph 4.03, 2a, and 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 and the City of Hillsboro building codes.

((Rev Sept 2012), (Rev Apr 2019))

- 3.04 The Building Committee shall review applications for proposed work in order to (1) insure conformity of the proposal with these regulations, conditions and restrictions, and (2) insure 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.
- 3.05 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 and the City of Hillsboro's building codes.
- 3.06 The Corporation's building specifications are set forth in APPENDIX A. Any variance in any construction must be approved in accordance with the terms of Article 3. The NTAC Board shall settle disputes regarding these matters. [NOTE: APPENDIX A is not in this booklet. See the referenced document in the Office.]

- 3.07 Any electrical power requirements of 30 amps or more at 110 volts for an individual NTAC lot will require that the lot's electrical power be disconnected from the NTAC power grid and connected to the closest TXU transformer located behind the villa lots. The total cost of this electrical power transfer is at the expense of the individual Member who has use of the affected lot.
- 3.08 The Building Committee shall have the right to inspect and measure any part of the exterior structure or lot at any stage of construction.  
(Rev Apr 2019)
- 3.09 If construction plans have been altered or if any portion of the construction does not meet with the Corporation's building specifications or the City of Hillsboro's building codes, the construction shall stop, and the Member shall be requested, in writing, to make the necessary corrections.

ARTICLE 4  
MEMBERSHIP COMMITTEE

- 4.01 The members of the Membership Committee shall serve at the pleasure of the Board.
- 4.02 A Membership Committee was established as directed by the Membership in Article 5, Section 8 of the NTAC Bylaws. The Committee will function in accordance with Article 11, Section 1 of the Bylaws and shall consist of 2 Board members and at least 3 other NTAC Members in Good Standing. The Committee will elect their Committee Chairman.
- 4.03 The duties of the Membership Committee are as follows:
1. Receive applications for NTAC Membership:
    - a. After receiving and reviewing written applications, interview each applicant face to face. Telephone or on-line interviews are not authorized.
    - b. Ensure that applicants satisfy the NTAC Membership requirements, understand the NTAC Bylaws, Rules and Regulations, and that they share NTAC objectives.
    - c. After interviewing the applicant, complete the review form for new applicants.
    - d. Notify the Office Manager and the Board of the Committee's decision.

- e. If the application is disapproved, the applicant has the right to appeal the Committee's decision to the Board using the same procedure as stated in paragraph 3 below.
  - f. Applicant's approval is valid for 120 days.
  - g. In the absence of the Committee Chairman or Vice-Chairman, any Committee Member may call a meeting if a quorum is present.
2. Validate each NTAC Member's compliance with the Membership requirements.
- a. The Membership Committee will validate each Member's NTAC Member in Good Standing status prior to the purchase, trade or modification of NTAC property and prior to an NTAC Membership vote. For the annual Membership meeting and election in December, the validation period will begin 75 days prior to the Membership meeting and end 45 days prior to the day of the meeting. Approved validations will be considered active for 120 days from the date of approval. The Membership Committee will submit the results of the validation process to the Board no later than 40 days prior to the Membership meeting.

- b. Requirements for NTAC Member's validation will be satisfied by each Member providing by mail or in person, the following documents and information as required by the "NTAC Membership Validation Request Form" to the Membership Committee:
  - (1) Signature certification of age 45 requirement. (This only needs to be provided once, and then will be retained on file for subsequent years.)
  - (2) WBCCI member number as listed in the current year's WBCCI directory or current dues receipt (original or copy).
  - (3) Current registration receipt for their Airstream recreational vehicle.
  - (4) Signature certification to the three-year exemption of Airstream RV ownership which states shareholder has been a Member in Good Standing of NTAC for at least three years, no longer own an Airstream RV, and do not own some other brand RV.
3. Report to the Board of Directors the status of each Member's validation. The Board will provide a written notice to each Member who has lost or been reinstated as a Member in Good Standing, stating the reason. Should the Member disagree with the reason and

action taken, he/she may petition the Board in writing for reconsideration of his/her status. The Board will review these petitions and dispose of them within ninety (90) days from receipt by a majority vote of the Board.

ARTICLE 5  
USE OF CLUBHOUSE  
AND COMMON AREAS

- 5.01 The common area includes the Clubhouse, Rally Parking Lot, roads, tree area, golf green and other open areas not identified as members' lots. The Board is responsible for maintenance and upkeep of common property. Maintenance and upkeep will be done through standing or special committees appointed by the President and supervised by members of the Executive Committee. The Board is also authorized to hire outside contractors for maintenance items when the work cannot be done by committee members. (Rev Oct 2017)
- 5.02 The Game Room and the Clubhouse shall be used only by Members and Guests when invited by a Member.
- 5.03 The Rally Room in the Clubhouse shall be used for Members' meetings, Members' organized social events, and by Guests attending rallies and social events approved by the Corporation.
- 5.04 The kitchen and pantry may be used by any NTAC Member in Good Standing when the use is in conjunction with a sanctioned WBCCI

function held at NTAC. The NTAC Member must also be a Member of the WBCCI Unit requesting the use of facilities.

- 5.05 Rallies can be held in December, except Christmas Eve, Christmas Day, and the week prior to the second weekend in December, including Monday through Sunday.
- 5.06 Smoking shall not be permitted in the Clubhouse.
- 5.07 Pets shall not be allowed in the Clubhouse.
- 5.08 The Rally Parking Lot, Lot #101, and Host Lot #301 shall be used for Airstream rallies, guests, seasonal guests, guest rallies approved by the Corporation, and by WBCCI Members' overnight use. (Rev Apr 2019)
- 5.09 Vehicle speeds on all roadways on the property shall not exceed fifteen (15) miles per hour.
- 5.10 Vehicles belonging to members or their guests shall not be parked in the street, or partially in the street, in excess of twelve (12) hours in a 24-hour period. (Rev Apr 2019)
- 5.11 The parking of boats, boat trailers, commercial vehicles and other vehicles not listed in Paragraph 2.02 hereof shall be stored in the approved storage area.

- 5.12 A Member shall not alter any part or portion of the common area. This rule does not apply to committee members or contractors doing authorized maintenance or upkeep of common property under 5.01. (Rev Oct 2017)
- 5.13 Prior to changing the status or use of any NTAC common property, including parks, a majority of Members voting at a Membership Meeting shall be required to approve action by the Board of Directors. This rule does not apply to committee members or contractors doing authorized maintenance or upkeep of common property under 5.01. (Rev Oct 2017)
- 5.14 A Member may remove deadwood, underbrush, such as thorns, poison ivy, and trash in the area among the trees only with approval from the Board. No trees or live tree limbs of any size may be removed from the common area. The wooded area was staked so that it is equidistance from the rear lot lines of Lots 802, 803, and 804 and the rear lot lines of these lots opposite on the East side of the woods. West side of the stakes is to be left in a natural state. On the East side, the woods may be cleared by volunteers. There is to be no tree cutting without Board permission and no watering with NTAC water except for maintenance or control of erosion, if necessary. This rule does not apply to committee members or contractors doing authorized maintenance or upkeep of common property under 5.01.  
(Rev Oct 2017)

- 5.15 The Office Manager or other designated employee or officer of the Corporation shall assign mailboxes and issue keys to Members only.
- 5.16 Members may purchase gate opener transmitters from the Office Manager or other designated employees or officers of the Corporation. Members shall also be provided with a code that can be used to open the gate at the keypad.
- 5.17 Guests, contractors and others who have a legitimate need to enter the property shall be provided with a code that will open the gate.
- 5.18 Workshop (Rev April 2019)  
Shareholders may use the Workshop (i.e.; shop) by following a few basic conditions and rules.
1. Prior to using the workshop, a shareholder must sign a hold harmless release which will be kept on file in the NTAC office. NTAC will not be responsible for any accidents which may occur while using any items or activities of the shop or shop area.
  2. Safety is key. Members will advise NTAC office, Workshop Chairman or committee member of any shop items needing attention/repair.
  3. Personal items will not be stored in the shop or covered shed behind the shop.
  4. Uncompleted personal projects/items may remain in the shop for an appropriate amount of time by leaving your name and expected date of completion/return. Contact a

- Workshop committee member if you need extended project time or storage space.
5. Leftover project materials should be discarded by shareholder or they become common property, managed by Workshop committee.
  6. Shareholders will clean the shop of any debris associated with their activities at the end of each project work interval. Vacuums and trash cans are available for disposal. Please empty the trash can or notify Workshop committee member for assistance if necessary.
  7. Shareholders may sign tools out for their personal use on the sign out/sign in sheet near the shop door. Tools should be signed back in promptly and in good condition.
  8. Replenish ‘consumables’ such as drill bits, sand paper, etc.
  9. Contact a Workshop committee member for any additional information.

## ARTICLE 6 GUESTS

- 6.01 A Member’s guest with a X-RV may park on a Member’s lot or in the Rally Parking Lot for no more than 14 days straight and no more than 28 days cumulative per calendar year. At the end of the 14 day stay the guest must leave NTAC and not return with his/her X-RV for an overnight

stay sooner than two (2) months. The Member shall register the guest with the Office Manager, Park Host or any Board member who will keep a record of the number of days the guest is at NTAC.

- 6.02 Intentionally left blank.
- 6.03 A Member may invite a guest to use a Member's Airstream recreational vehicle or dwelling for a maximum of sixty (60) days per calendar year only after the host Member grants approval and notifies in advance the Office Manager or other designated employee or officer of the Corporation. Any exception to the above must be approved by the Board.
- 6.04 A Member's guest who is under eighteen (18) years of age must be supervised by an adult at all times.
- 6.05 Any North Texas Airstream Community Member may invite a rally attendee to park on his/her lot. The guest must abide by Article 5 of the NTAC Rules and Regulations and pay a Rally Room fee of \$5.00 per unit for each day they stay on a Member's lot during the rally. (Rev Apr 2019)
- 6.06 The Board will determine the rights of a caregiver as a special guest living in a Member's house or villa on a case by case basis.

## ARTICLE 7 ASSESSMENTS

- 7.01 Each Member is deemed to covenant and agrees to pay to the Corporation the regular and special assessments, fines and other charges levied pursuant to the provisions hereof. All monies collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of the Property. A Member may not waive or otherwise escape liability for these assessments by non-use of the common area or by abandonment of his lot.
- 7.02 Regular assessments shall be made in accordance with the following: Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Member according to the ratio of the number of shares owned by said Member to the total number of shares in the Corporation outstanding. Each Member is obligated to pay regular assessments annually on or before the 1<sup>st</sup> day of January of each calendar year.

- 7.03 Special assessments shall be made in accordance with the following: if the Board determines that the amount collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements, or capital improvements in the Common area, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected as provided in Paragraph 7.05 hereof.
- 7.04 The Office Manager or other designated employees or designated Members of the Corporation shall read all of the Corporation's electric and water meters on the Property monthly, including the Corporation's meters serving the common areas, and calculate each Member's allocated portion of the cost of those utilities based on actual utility billing costs.
- 7.05 The Office Manager, or designated employee or officer of the Corporation, shall submit a monthly statement to each Member listing utility charges, regular assessments, special assessments, fines and any special charges, including but not limited to, re-mail costs, mowing costs and costs of miscellaneous items purchased. Payment of all charges, fines and assessments is due within sixty (60) days from the date such monthly statement is mailed or delivered to the Member at the Member's last known address.

- 7.06 Each monthly portion of utility charges, a regular assessment, a special assessment, special charges for fines shall be a separate, distinct, and personal debt and obligation of the Member against whom the same are assessed or levied. The amount of any assessment charge or fine not paid when due shall be deemed to be delinquent. Accounts not paid within sixty (60) days will be charged a fee of six percent (06%) APR on the unpaid balance.
- 7.07 The Board shall determine and fix all fees charged for the Rally Parking Lot and the Rally Room in the Clubhouse.
- 7.08 Prior to the assignment or transfer of a membership, all unpaid assessments, charges, or fines against a Member to which this Article 7 refers shall first be paid out of the sales price or by the purchaser or assignee.
- 7.09 If any Member fails to pay when due any assessment, charge, or fine authorized by this Declaration, the Corporation may:  
file suit against such Member to collect such sums due including attorney fees and court costs;
1. expel such Member from the corporation;
  2. forfeit the share or shares of stock in the Corporation owned by such Member; or
  3. take any or all of the actions listed in this Paragraph 7.09 or any other available remedy.

ARTICLE 8  
FINES AND ENFORCEMENT

- 8.01 Any violations of the rules, regulations, restrictions and conditions as set forth herein 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 will be treated as a special assessment of charge in accordance with ARTICLE 7 hereof and may be paid as provided therein.
- 8.02 A fine of \$50.00 may be assessed for each day a Member is in violation of the 24-hour rule applicable to Members parking at NTAC with X-RVs.
- 8.03 Each Member shall be responsible for the actions of his/her guests.
- 8.04 The determination of whether or not 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 in the Board Minutes.
- 8.05 Any Member may report a violation or make suggestions for Board consideration by submitting a written and signed notice to the Board, delivered to the Office Manager or other designated employee or officer of the Corporation.

- 8.06 The Corporation, the Board and the Corporation's employees, contractors or agents shall not be responsible for any damage or loss resulting from the violation and enforcement of these rules, regulations, restrictions or conditions.

## ARTICLE 9 MISCELLANEOUS

- 9.01 These rules, regulations, restrictions and conditions may be amended by action of the Board and shall be evidenced in writing by the President or other officer designated by the Board.
- 9.02 Each remedy provided herein is separate, distinct, and non-exclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.
- 9.03 The provisions contained herein shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.
- 9.04 This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Corporation and the Members, their heirs, grantees, tenants, successors, and assigns.
- 9.05 The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the

development and operation of the Property. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

- 9.06 As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter, unless the context requires the contrary.
- 9.07 All headings are not part of this Declaration and shall not affect the interpretation of any provision.
- 9.08 Workshops of the NTAC Board of Directors are closed to all persons except members of the Board, the Staff, and persons who may be specially invited by a member of the Executive Committee to attend for purposes of making a report or otherwise assisting in the workshops; and meetings of all committees that operate at the direction of the Board are closed to all persons except members of the committees, members of the Board and Staff as needed, and other persons who may be specially invited by the chairperson of the committee to attend.

## POLICIES

1. OFFICIAL NTAC BUSINESS: All official business of a nature, whether with Members, the City of Hillsboro, or other governmental body, contractors, suppliers, or any other individual, company, or other organization, will be conducted through and by the Office Manager's Office, or an Officer of NTAC. Any exception to this policy will be only under the express written direction of the Board.
2. RESALE OF NTAC OWNED LOTS: The asking price for a lot should be in line with other similar lots, if any, which may be on the market at the time. NTAC will not underprice a Member's similar lot that is listed for sale. If no such lots are listed at the time, the asking price should be based on any known recent sales. Flexibility is required in the pricing and sale of property. It is especially important in negotiating the final sale price that, while it is important that NTAC obtain the most it can, the loss of the annual maintenance fee is an expense which can be eliminated by the sale of the property. The Chairman of the Resale Committee, acting in conjunction with any Member of the Executive Committee and the Manager should agree on the asking price, with the understanding that they will change the price at any time conditions indicate the price is out of line with the market. The minimum acceptable actual selling price may be determined at any time by any Member of the Executive Committee, acting with the Manager. In the

Office Manager's absence, the Chairman of the Resale Committee, and two Members of the Executive Committee may determine the minimum acceptable price. The Office Manager should always be involved, if available.

3. NONMEMBER GROUPS SPONSORED BY A MEMBER: This pertains to an NTAC Member scheduling the use of the Clubhouse Rally Room and/or Parking Lot for the use of a group other than NTAC, even though some members of the group may be NTAC Members. If the NTAC Member has the Contact Person in the group contact the Office Manager, and all arrangements for the reservations and the payment of fees are made with the Office Manager, the Contact Person for the group is responsible, otherwise the NTAC Member is assuming responsibility for the collection and payment of all fees due NTAC. If the group does not pay in full at the rates in effect at the time, the difference will be billed to the NTAC Member's account.
  
4. ACQUISITIONS AND REIMBURSEMENTS:
  - A. Members authorized to purchase an item or items or contract a service for NTAC: i.e. Board Members, Committee Chairmen, Committee Members, and who expect to be reimbursed for expenditures they personally make, must contact the Office Manager for prior approval. If the cost is \$450.00 or less the Office Manager will consult with the Treasurer if necessary, to be sure the item or items or service is covered in the budget. If

so, no further approval is required. Members must provide the Office Manager with receipts in order to be reimbursed. The Office Manager may ask any Member to purchase needed items for daily operation of the office and clubhouse.

- B. Invoices for purchases over \$450.00 not to exceed \$5,000.00 require two (2) signatures from Members on the current year NTAC Approved Signers List maintained in the Office. Invoices over \$450.00 which have been approved by NTAC Board action require the Office Manager's signature only. Invoices from a Pre-Approved standard vendors' list require no signatures.
- C. If there is doubt about a reimbursement or expenditure, the Office Manager will submit the request to the Board of Directors or as provided for in Article 8 of the Bylaws, in the interim between regular Board meetings, to the Executive Committee for action. Request for any expenditure not covered by a line item in the budget must be submitted to the Board or Executive Committee. The Executive Committee has full authority to act on routine and emergency matters, but its actions are subject to ratification by the Board. If there is any doubt on a decision, the Executive Committee shall call an emergency meeting of the Board.

5. ATTENDANCE AT MEMBERSHIP MEETING & DINNER: This meeting will be open only to Members of NTAC in Good Standing. However, the annual dinner that is held in the evening of that same day, may be attended by guests of members in good standing. The guest must have a paid reservation as to insure sufficient space and food. Members are requested to make their reservations for the dinner early so that space for guests may be determined.
  
6. REMOVAL OF NTAC PROPERTY FROM CLUBHOUSE: No NTAC property shall be removed from the clubhouse by any Member or guest, except when item is needed for a sanctioned NTAC function.
  
7. AGENDA FOR BOARD MEETINGS: During the Board of Directors' meetings, the Board Members shall vote only on items on the published agenda except in emergency situations.
  
8. EMPLOYMENT OF NTAC MEMBERS: Members of NTAC will not be employed and paid for work performed for NTAC except as may be required on a temporary basis in an emergency situation as determined by the Executive Committee and with prior approval of the Executive Committee. (Rev. April 2019)

9. WINTER TEXAN: The Winter Texan Policy inviting WBCCI Members with Airstream RV's to winter at NTAC is on file in the Policy Book located in the NTAC office.
  
10. NAME BADGES: Shareholders are encouraged to wear name badges when attending meetings or activities within the Park. Since we are all members of the Wally Byam Caravan Club International, the wearing of the WBCCI Unit or Member-at-Large name badge is preferable. However, plain (those having no other printing) are acceptable as long as the first and last names are printed in large bold print.
  
11. ANNUAL LEASE (rescinded Jan 2016)
  
12. DEAD STORAGE:
  - A. Intentionally left blank. (Rev Apr 2019)
  
  - B. Utility and boat type trailers may be stored on NTAC property in designated areas. NTAC membership is a requirement. Storage fees will be set by the Board of Directors and collected from the owner in advance. The storage period shall be on a monthly or annual basis and may be renewed unless canceled by the Executive Committee. Trailers stored shall be road worthy. (See *Complete Dead Storage Policy* filed in the Policy Book located in the NTAC office).

13. INSTRUCTORS FOR SHAREHOLDER EVENTS: Shareholders have permission to recruit instructors to teach at NTAC exclusively to our members. Participants will be responsible for all fees for these classes. Each instructor will be reviewed for approval by the Executive Committee. Each participant and the instructor(s) will sign release forms. (Rev Feb 2017)