

Proposed Additions to TAHI Bylaws Concerning Member in Good Standing and Fines/Penalties

P3 Article III Membership, Section 2 to include:

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 III, Section 1 of the Bylaws above, and
- B. Maintain a current TEXAS AIRSTREAM HARBOR, INC. 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;
 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 may, at the discretion of the BOARD, result in the loss of membership and all rights incident thereto by such Member of the right to use a lot in TEXAS AIRSTREAM HARBOR, INC., the right to use the clubhouse or participate in TEXAS AIRSTREAM HARBOR, INC. activities, or reside in the community. Should a Member fail to maintain Member in Good Standing status, and fail to secure 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 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 TEXAS AIRSTREAM HARBOR, INC. 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.

P12 Article II Memberships Section 3 to include:

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 of 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.

Article V Fines and Enforcement (New Article to include:)

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 4 – 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 and dated in the BOARD minutes.

Section 5 – 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 VI Miscellaneous (New Article to include:)

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.

Section 3 – 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.

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.