

## LOST PRAIRIE CLUB MEMBERSHIP RULES

1. For the purposes of these Rules the following definitions shall apply:
  - A. Club shall mean the Lost Prairie Club, a Texas corporation.
  - B. Board shall mean the Board of Directors of the Club.
  - A. President shall mean the duly elected and acting president of the Club.
  - B. Secretary shall mean the duly elected and acting secretary of the Club.
  - C. Member shall mean an owner of one or more shares of capital stock of the Club and the spouse of such owner during their marriage to each other.
  - D. Family shall mean any person who is the father, mother, son, daughter, son-in-law, daughter-in-law, or grandchild of a Member.
  - E. Guest shall mean any other person who is an invitee of a Member or Member's Family. Guest shall also mean any person whom a Member or Member's Family permits to use any boat, structure or other property owned by a Member or Member's Family and located temporarily or permanently on premises owned or controlled by the Club.
  - F. Lake shall mean the lake owned and maintained by the Club for the benefit of the Members.
  - G. Lot shall mean a lot assigned to a Member by the Club.
2. Each Member shall observe and comply with, and require his Family and Guests to observe and comply with, all Rules of the Club at all times.
3. All Members and Guests shall comply with all federal, state, county and local laws, rules, regulations and orders pertaining to the use and operation of the Club's facilities.
4. All Members and Guests shall exhibit the boat number assigned to each boat that a member may place or permit on the Lake. Boat numbers shall be three inches or more in height and on both sides of the boat. Said numbers shall be clearly visible above the water line at all times.
5. The boat ramp will be locked with a chain. Members are requested to lock the chain after launching and upon leaving the lake.
6. All Members and Guests shall comply with all Texas Parks and Wildlife regulations pertaining to the draining and cleaning boats before leaving waterways to prevent the spread of Zebra Mussels and harmful vegetation. Any member that violates this rule will be subject to a \$100.00 fine.
7. All boats shall be operated at all times in such a manner as to prevent erosion or other damage to the Dam, the shoreline of the Lake or property of others.
8. Each boat shall be operated in such a manner as not to interfere with any person who is fishing, swimming or boating.
9. Water skiing, scuba diving or similar sports in or on the Lake are prohibited.

10. Members, subject to the responsibilities outlined above, may allow their family members to fish at any time.
11. Guests of Members, subject to definition G (above) may fish only when the shareholder or any member of the shareholder's family is in the boat with the guest/guests at all times.
12. The limit on the size and number of fish that may be taken from the Lake shall be the limit and size prescribed by the Texas Parks and Wildlife Department unless the Board prescribes a lower limit.
13. Trotlines shall be set and run only in accordance with the rules and regulations promulgated by the Texas Parks and Wildlife Department. No trotline shall be run in swimming areas. No trotline shall be left unattended for more than 24 consecutive hours. The Board, at its sole discretion, may cause the removal of any trotline left unattended for 24 or more consecutive hours.
14. All seining (except seining for minnows for bait in accordance with the Texas Parks and Wildlife Department's rules and regulations), dynamiting, baiting, telephoning, trapping or any other illegal taking of fish or wildlife is strictly prohibited.
15. Firearms of any kind shall not be used on club property except for the control of varmints.
16. If a Member is found guilty of violating any Rule pertaining to fishing, hunting, use or protection of the Lake or other Club facilities, or any other of these Rules, such Member, at the discretion of the Board, may be expelled from the Club. Prior to such expulsion, the Club shall give the Member notice of and conduct a hearing to determine if the Member should be expelled because of such violation.
17. No business for profit shall be conducted on property owned or controlled by the Club. This includes no rental of structures on club property
18. All piers and other structures shall be constructed and maintained in accordance with plans approved in writing by the Board.
19. No pier shall exceed 50 feet in length.
20. All Lots and all structures thereon shall be maintained in a neat, clean and orderly condition at all times. Each Member's property shall be kept free from debris, trash and other clutter at all times. Each Member shall keep all structures painted and in good repair at all times.
21. If, within 10 days after any Member having been requested by the Board to cut grass on the Member's Lot and to remove all trash and debris therefrom, the Member fails or refuses to do so, the Club may enter upon the Member's Lot or into or on any structure on said Lot, to cut the grass and remove such trash and debris at the Members sole cost and risk. Said Member shall pay such costs at the time and within the manner prescribed by the Board. Any unpaid costs shall constitute a debt within the meaning of these Rules.
22. No sewage shall be discharged or permitted to escape into the Lake or on the surface of any land. All sewage will be disposed of into septic tanks or aerobic systems which will be maintained in accordance with all applicable laws, rules, orders, and regulations.

23. Each Member shall pay and solely bear all costs, penalties and fines that may be assessed or levied upon him, his property, the Club, or any portion thereof, by any court or Governmental agency or body as the result of any environmental damages caused by that Member, his Family or any Guest of his *referred to in Rule above*.
24. Prior to initiating the sale of a Club Share, a member shall have the sewage disposal system inspected by a licensed sewage inspector. The existing sewage disposal system shall be repaired or modified to meet current State laws, rules, orders, and regulations. Documentation of the inspection and approval of the sewage system shall be submitted to the Secretary/Treasurer prior to Board action on the share transfer.
25. All trash and garbage shall be disposed of only at locations and in containers on Club property designated for such purpose by the Board.
26. Open burning shall be conducted only in accordance with applicable federal, state, county, local and Club laws, rules, orders and regulations.
27. Members shall not enter upon the Lot or into any structure owned by any other Member without the prior consent of such Member.
28. Careless, willful or wanton destruction of any property, or any reckless disregard for the rights of others shall constitute grounds for the offending Member's immediate expulsion from the Club.
29. Each member of the club is responsible for controlling his or her pets to the extent that such pets do not infringe on the rights of others.
30. Effective January 27, 2016, members shall no longer store or use Recreational Vehicles on assigned lots.
31. Each Member shall pay and solely bear all liability for damages and losses to the Club's facilities or the property of other Members and for injury to, or death of any or damage to, destruction of, property of other persons that may be caused by the Members, any of the member's Family or Guests.
32. Each Member shall indemnify and hold harmless the Club and all other Members and their Families from and against the costs, penalties and fines *referred to in Rule above*.
33. Each member is encouraged to purchase and maintain, at all times while a Member and at the Member's sole cost, insurance with minimum limits which may be prescribed from time to time by the Board. Said insurance shall be purchased from a company or companies that are authorized to do business in Texas.
34. Each Member shall pay within the time and in the manner prescribed by the Board, all dues, assessments, and fines levied or assessed against such Member. All unpaid balances shall bear interest at the rate of one percent (1) per month or at the maximum rate permitted by the laws of Texas, whichever rate is the lesser. All indebtedness to the Club shall bear interest from the date such indebtedness is due until paid.
35. If a Member desires the Club to grant an exception or variance to any of these Rules, said Member may petition the Board in writing for such exception or variance. Eight signed copies of the Member's petition shall be delivered to the Secretary of the Club. The Secretary shall

deliver a copy of the petition to each member of the Board. Within 10 days from the Secretary's receipt of the petition, the Board shall set the time, date and place for a hearing on said petition. The hearing date shall not be earlier than 20 days, nor later than 45 days, from the Secretary's receipt of the petition. All hearings shall be held in Anderson County, Texas.

36. The Secretary shall notify all other Members of the time, date, place and subject matter of such hearing within 15 days from the Secretary's receipt of a petition for an exception to, or variance from, these Rules. Each Member shall be given an opportunity to be heard with respect to all or any part of any such petition. The Board may, in its sole discretion, limit the amount of time any Member may speak at any hearing. The Board's decision with respect to such time limits shall be final and not appealable. The Board may vote on any petition at the hearing or take the petition under advisement and render a decision within 15 days from the date of the hearing. A majority vote of the full Board shall be necessary to decide any matter. The Secretary shall promptly furnish the petitioning Member a copy of the Board's decision by certified mail with return receipt requested. The Board's decision shall become final unless such decision is appealed by any Member within the time and manner set forth in these Rules.
37. If a Member does not agree with any action or decision by the Board, such Member (the Appellant) shall have the right to appeal such action or decision, except any decision which is not appealable under these Bylaws, by petitioning the Board for a hearing or rehearing on such decision (hereinafter the hearing). Such hearing shall be granted by the Board within 30 days from the Secretary's receipt of the Appellant's request therefor. The hearing shall be held at a location designated by the Board in Anderson County, Texas. The Board shall designate the time, date and place of the hearing within the time limits set forth in the Rule above. The matter(s) to be considered at the hearing shall be decided by a Grievance Committee composed of five persons. The Board shall have the right to designate two members of such Committee. The Appellant shall have the right to designate two members of said Committee. The four Committee persons so selected shall choose the fifth member of the Committee, who shall act as chairperson of the Committee. No member of the Grievance Committee shall be required to be a Member of the Club. The Board and the Appellant shall have the right to call witnesses and to be represented by an attorney. A record of such hearing shall be made. A transcript of such record shall be furnished the Appellant within 15 days from the Secretary's receipt of Appellant's written request for such transcript or within 15 days from the decision by the committee, whichever is the later date. The Appellant shall pay the cost of transcribing such record before being furnished the transcript.
38. A decision by a majority of the Grievance Committee with respect to any matter heard by the Committee under these Rules shall be final and binding on all parties.
39. These rules may be changed from time to time in the manner prescribed by the By-Laws of the club.

These Rules were modified March 4, 2023