

**THE TEAGUE HUNTING AND FISHING
CLUB, INC.**

CONSTITUTION AND BYLAWS

REVISED JANUARY 23, 2016

**ARTICLE I
CLUB NAME**

The name of this organization shall be The Teague Hunting and Fishing Club, Inc. Henceforth, in this document it will be referred to as the Club.

**ARTICLE II
PURPOSE**

The purpose of the Club shall be to form a group of sportsmen to enjoy the pleasures of fishing, hunting, boating, picnicking, and other outdoor activities. It is hereby declared to be a non-profit organization and no dividends shall ever be paid to its members. All dues, lease moneys, donations, assessments, and other income shall be used for the maintenance and improvement of the facilities of the Club.

**ARTICLE III
DISCLAIMER**

The Club assumes no responsibility for:

(A) The actions of Club members, their guest, or trespassers that result in incidents, accidents, or damages on Club property.

(B) Weather related events commonly referred to as "acts of God," such as floods, high winds, lightening strikes, wildfires, etc, that result in injury or damage to Club members, their property, or their guests. (2015)

ARTICLE IV
MEMBERSHIP

SECTION 1

Membership in the Club is not limited to Freestone County.

SECTION 2

No person under (21) years of age can own a share of stock in the Teague Hunting and Fishing Club. (2015)

SECTION 3

Membership in the Club is evidenced by a Certificate of Capital Stock in the Teague Hunting and Fishing Club signed by the President and Secretary of the Club. No person can become a member of the Club until he/she has met with the Board of Directors and been approved. (1988). The applicant will not be interviewed by the Board unless that person has a Stock Certificate available for purchase. After an applicant has been approved and has paid all applicable fees, a Certificate of Capital Stock in the Teague Hunting and Fishing Club will be issued, and Club privileges will commence. Any applicant not approved by the Board has the right to present themselves before the Club members at the next annual meeting to appeal the Board's decision. The Club members, by majority vote, can overrule the Board's decision. The applicant, at the time of appeal, must still have a stock share available to purchase. (1988)

The Board of Directors will conduct a criminal background check on each applicant before their final approval. (2016)

Each new member must sign a membership agreement, which will be held permanently by the Club Secretary. Married couples must each sign the agreement as both will become members. (2016)

SECTION 4

A one-time initiation fee of one hundred dollars (\$100.00) will be due and payable by all approved membership applicants (2015) with the exception as defined in Section 11.

SECTION 5

Any member of the Club shall own only one share and have only one vote. The lot number associated with the member's Stock Certificate allows the member(s) personal use of that lot. A husband and wife can jointly have their names on one share, but they have only one vote (husband) (2009.) In the event they acquire a second share, the husband must be the sole owner of one share and the wife the sole owner of the other share. If the original share is jointly owned, it must be modified so that one name appears on that share. If only one name appears on the Stock Certificate of a husband and wife, the named person becomes the voting member and the spouse becomes the non-voting member.

The terms "member's lot, member's property, lot owner", and other similar phrases used within this document do not imply that the member actually owns the property, but instead refers to the lot assigned to that respective member by right of Stock ownership.

SECTION 6

Immediate family members under twenty-one (21) years of age are prohibited from visiting the Club or the lakes or other property of the Club unless accompanied by a member of the Club.

All members shall be responsible for their children or children who come with them, while on the premises of the Club, and shall be responsible for any damage or damages accumulated by the Club or any affected member thereby.

EXCEPTION: Any members' son/daughter at least fourteen (14) years of age and under twenty-one (21) years of age will be allowed to fish on the lake property provided he presents the parent's waiver relieving the Club of any liability of all injuries that may occur to him while on Club property. Any members' son/daughter at least sixteen (16) years of age and under twenty-one (21) years of age will be allowed to hunt on lake property with the same parental waiver requirements as stated above. (2016)

Furthermore the waiver must state that the parent(s) agrees to reimburse the Club for any damage to the Club property or reimburse any member for damages to that member's property. The Secretary shall keep on file all such waivers.

SECTION 7

The term "Immediate family members" as used in this article does not include the grown sons/daughters or married sons/daughters of a family, nor any member of such family over twenty-one (21) years of age, and such persons as are in this section excepted or excluded shall not be allowed the hunting or fishing privileges of the Club.

SECTION 8

Any member who is not in good standing (not current on all dues and assessments), with the Club will be suspended, as defined in ARTICLE X, SECTION 2. (2016)

SECTION 9

All members shall be permitted to take to the lakes or Club property for the purpose of hunting and fishing, including any number of house guests if accompanied by the host or any other member.

For the purpose of hunting and fishing only, any such member and guest has the right of access to all the shoreline within ten (10) feet of the water. This does not include private docks, which are completely controlled by their respective owners. (2016)

Guests over (21) years of age must have an on-site member responsible for them while on Club property, but it is not required that they be accompanied by the host or another member. (2015).

SECTION 10

All persons, other than members of the Club, their bona fide guests, or immediate members of the family shall be forbidden to go upon any of the premises belonging to or under the control of the Club, shall be considered, and are hereby declared to be trespassers.

SECTION 11

Any member desiring to sell his Certificate of Capital Stock in this Club shall report to the Secretary his /her intentions and desire to do so, giving the name of the prospective purchaser. Such applicant will then meet with the Board of Directors to be approved. If the new applicant is

approved, he/she must pay the initiation fee (Section 4) and a \$25.00 transfer fee (2008), as well as any back dues that may exist. If the buyer is a current spouse of a current member, only the \$25.00 transfer fee is required. He/she shall then be entitled to all benefits and privileges of membership in the Club. (2008)

The transfer fee of \$25.00 will be waived only if the transfer is from a recently deceased member to their spouse. (2016)

In the event that both the husband and wife each owned a share, the surviving member is allowed to possess both shares for a maximum of six months after the death of the spouse, by which time one of the two shares must be transferred to a third party. During this time the owner has two shares, he/she is still allowed only a single vote regarding Club matters. This is the only circumstance in which a member may temporarily own two shares. (2016)

SECTION 12

Any member of this Club failing to comply with any of the obligations or privileges of the Club herein contained, may be suspended as defined in ARTICLE X, SECTION 2. (2016)

ARTICLE V OFFICERS

SECTION 1

The Officers shall consist of a President, Vice-President, Secretary/Treasurer and four Board Members-at-Large. The above officers shall constitute the Board of Directors (sometimes referred to in this document as the Board).

SECTION 2

The Board of Directors shall serve for a period of two years and shall be chosen in the following manner: Four new members shall be elected in even years and three elected in odd years at the annual meeting in January.

Potential incoming Board members must be nominated and seconded from the floor. Those nominees will then be voted on by written ballot. If the number of nominated candidates does not exceed the number of open positions, the requirement for a written ballot is waived. A simple majority of those present at annual meeting is required. (2016)

SECTION 3

It is the responsibility and obligation of the Board to enforce the rules and regulations set forth in the Bylaws of the Club. The Board shall control and manage all the properties and affairs of the Club, subject only to such limitations as may be prescribed by the Club and its Bylaws and Regulations thereof.

SECTION 4

The Board of Directors shall select from its own members a President, Vice-President and Secretary/Treasurer, respectively, of the Club.

Immediately following the annual meeting, the newly elected Board will convene for the purpose of selecting new officers. The President from the previous year will conduct the elections. If the previous president is leaving the Board, he/she will remain only long enough to conduct the election of new officers. All officers must be nominated and elected by written ballot. A simple majority is required. (2016)

SECTION 5

In case of vacancy in the Board of Directors by any cause whatsoever, the remaining Directors

SECTION 6

No two immediate family members shall serve on the Board of Directors at the same time. (2008)

ARTICLE VI
DUTIES OF OFFICERS

SECTION 1

The management of the Club is vested in the Board of Directors. The Board of Directors shall have the right to exercise all powers granted by the Constitution or Bylaws. It shall not have power to alter, rescind, or nullify any part or provisions of such Constitution or Bylaws.

It is the duty and obligation of the Board to ensure that all rules and regulations as defined in this Constitution and Bylaws are enforced, and when the Board becomes aware of such violations, it is their duty to take appropriate action (on a timely basis) as described in this document. (2016)

Any member may register a complaint regarding any suspected rules violation. This complaint must be signed and submitted in writing to the Board. (2016)

SECTION 2

The President shall preside at all meetings of the membership of this Club, and the Board of Directors. The President, together with the Secretary, shall execute all contracts in the name of the Club, to which it may be a party.

SECTION 3

The Vice-President, in the absence of the President, shall perform the President's duties. In addition, the Vice-President shall be an ad-hoc member of all standing committees and is responsible for reporting their findings at each annual meeting. (2015)

SECTION 4

The Secretary/Treasurer shall be custodian of all records, moneys, papers, and vouchers of the Club, shall keep the minutes of all the meetings thereof in permanent form, and the Board of Directors thereof, and shall issue all notices and keep all correspondence which may be required.

SECTION 5

All accounts must be presented to the Secretary of the Board, who shall file the same, and when approved by four (4) Directors at any meeting thereof, the same shall be authority for President and Secretary to pay said account out of funds belonging to the Club. A detailed report of all expenditures, together with receipts or vouchers for the same shall be kept and presented at a annual meeting of the Club.

SECTION 6

The Board of Directors shall have power and authority to make such additional rules and regulations regarding hunting, fishing, and boating on and about the premises of the Club as they may deem proper, the same not be contrary to the Bylaws and Regulations thereof. Such additional rules, however, shall be subject to alterations or abrogation of the Club at any of its regular annual meetings.

SECTION 7

The Board of Directors will appoint Club members to serve on four standing committees to assist in the operation and maintenance of the Club. These four committees include:

- A. Dam Committee
- B. Fishing Committee
- C. Property Maintenance Committee
- D. Audit Committee

The Board has the authority to commission other committees if the need arises. Each committee will be responsible for preparing a report to be given to the Vice-President for presentation to the membership at the annual meeting. (2015)

SECTION 8

The Board of Directors shall have authority at their option to employ some person if necessary to keep in repair all property of the Club, and to protect the premises thereof from trespassers, and all money of the Club shall be subject to the order of the Board. It shall also be the duty of such keeper or custodian of said grounds or premises, if one is employed, to report all violations of the rules or Bylaws of the Club, to the President.

SECTION 9

The Board of Directors will resolve all disputes that arise relating directly to the Constitution and Bylaws of the Club. All other disputes are to be resolved by the parties involved, but resolution cannot violate the Club rules and regulations. The Board of Directors reserves the right to bring before the membership any and all disputes if deemed necessary. (2015)

ARTICLE VII MEETINGS

SECTION 1

Regular meetings of the membership of the Club shall be held in January each year, sometimes referred to as the annual meeting. The President, however, shall have the authority to call regular meetings of the Club as he desires or thinks best, provided notice thereof be given each member either in person or by mailing a notice thereof to his address one week in advance of the meeting. The term "regular meeting" refers to any meeting in which all Club members are invited.

SECTION 2

Fifteen (15) voting members shall be required to constitute a quorum to transact such business as requires the action of a regular meeting. These shall consist of at least two member of the Board of Directors. (2015)

SECTION 3

The Board of Directors will meet once a month or at any time at the call of the President, but especially shall they convene or meet immediately following the annual meeting of the Club in January of each year, at which meeting such officers shall be chosen.

ARTICLE VIII DUES

SECTION 1

Annual dues of Two Hundred Dollars (\$200.00) per share shall be due and payable by each member in January of each year. No notice of such obligation shall be necessary; and any member who shall fail or refuses to pay such

annual dues or assessments within sixty days will be suspended as defined in ARTICLE X SECTION 2. (2016)

SECTION 2

A penalty of \$100.00 shall be charged on all dues and assessments unpaid after April 1st. An additional penalty of \$50.00 will be charged on all dues, assessments, and penalties unpaid after September 1st.

SECTION 3

Any member who shall become delinquent for a period of one year shall forfeit his or her membership and the Club may dispose of his or her share as defined in ARTICLE X, SECTIONS 5 AND 6. (2016)

SECTION 4

No assessment to the general membership or increase in annual dues can occur without adherence to the following procedure:

1. A written motion or resolution must be presented to the Club by a member at the annual meeting.
2. The Secretary will note in the minutes the motion presented and a majority of the members present at that meeting must vote in favor of the motion before the Club can take any further action.
3. If the motion receives simple majority passage, the Club will schedule final consideration at the next regular meeting. Prior to the next regular meeting a written notice must be sent to all members at least seven (7) days before the meeting.
4. Final approval of the motion requires a three-fourths majority vote of members present at that meeting.

ARTICLE IX
REGULATIONS REGARDING
OBLIGATIONS,
MAINTENANCE, RESTRICTIONS, AND
OWNERSHIP OF CLUB
PROPERTY

SECTION 1

Care of Property: If the Board of Directors receive a complaint (as defined in ARTICLE VI, SECTION 1) concerning the condition of a member's property (un-mown lots, junk cars, unmaintained boats, trash, etc.) the Board will notify the member of the complaint. If the Board deems that the complaint is valid, and if the member does not remedy the complaint within thirty (30) days, a second notification by mail will be issued with a twenty-five dollar (\$25) fee. After another thirty (30) days the Board has the right to have the property cleaned and assess the cost to the member. The Board may extend the deadlines due only to extenuating circumstances such as bad weather or illness; but in any event, any such extension may not exceed 90 days. If the problem persists beyond the 90 day period, the member is considered in violation of Club rules and regulations and is subject to suspension as defined in ARTICLE X, SECTION 2. (2016)

SECTION 2

The Club membership hereby expressly state their intent and agreement that all structures (whether residences or otherwise) placed on the property assigned to the member as well as any boat shed built belonging to the member shall not be the property of the Club. (2016)

Both the Club and the members expressly hereby waive the law of fixtures or other applicable law, which would make the Club the owner of such

structures, it being the intent of all parties that the Club is not the owner of these structures for all purposes whatsoever.

Each member shall be solely responsible for the rights and obligations of ownership of the applicable structures, including but not limited to (1) the duty to pay taxes, (2) responsibility for liabilities occurring at or within such structures, and (3) the risk of loss to such structures (and any and all related insurance obligations), all of which shall be the obligations of the respective members and not the obligations of the Club.

SECTION 3

Each member will respect the right of all members as to the use of assigned lots. No member will be permitted to build on or use any lot assigned to another member without his/her approval and recorded with the Secretary.

Use of Club property for buildings, other structures, and storage of personal property not assigned to any member will require approval of the Board of Directors, and any such approval may be rescinded by a vote of the Board of Directors. The affected persons will be given sixty (60) days notice to allow sufficient time to remove any affected items. After that time the Board may have the property cleaned, personal property disposed of, and assess all associated costs to that member. (2016)

SECTION 4

Solid board fences may be used to enclose trash bins, storage areas, etc, but no solid board privacy fence can extend down toward the lakes any closer than seventy-five (75) feet from the lakes normal pool level. No other type of fence or building can

be within ten (10) feet of the lakes normal pool level. (2015)

SECTION 5

No member may rent out their house, or other houses on Club property. (2015)

SECTION 6

No member shall be allowed to sell or trade lots without recording the trade, or exchange, with the Secretary.

SECTION 7

Speed limit on Club property is 20 mph.

SECTION 8

No outside toilets will be placed on Club property.

SECTION 9

Any member that has a boat shed will maintain it.

SECTION 10

Garage Sales are not permitted on Club property. (2009)

SECTION 11

A member may operate a business from their home, but that business cannot involve the trafficking of non-members on Club property or violate any provisions of the Clubs' Constitution or Bylaws. (2009)

SECTION 12

No member may possess more than three (3) dogs. If a member, as of January 15, 2011, has more than three dogs, the additional dogs owned by the member may remain on their Property. (2011)

ARTICLE X
SUSPENSION AND LOSS OF MEMBERSHIP

SECTION 1

The Club reserves the right to suspend or remove members (loss of membership) who violate the rules and regulations as set forth in the Constitution and Bylaws. In all cases, a suspension must precede any loss of membership.

Whenever a suspension or loss of membership is addressed, a notice to that member is required via registered mail. (2016)

The violations stated in this document include:

1. Non-payment of dues and assessments.
2. Improper care of property (un-mown lots, junk cars, unmaintained boats, trash, etc.).
3. Failure to pay for damages to Club property or damages to any member's property as defined in Article IV, Section 6.
4. Failure to comply with any other obligations or privileges of the Club as defined in this document.

SECTION 2

Definition of suspension: Any suspended member shall not be entitled to enter upon the Club premises or be entitled to any of the Club's benefits or privileges, no matter what manner such person shall lay claim thereto by virtue of possession of Stock Certificate or otherwise. There is one special case when a member may be allowed upon the premises, as defined in ARTICLE X, SECTION 4. (2016)

SECTION 3

Members failing to pay all dues and assessments in full within 60 days of their due date will be suspended without further consideration. (2015)

The Board will notify the offending member 15 days before suspension becomes effective, stating the cause. (2016)

Other than the cause stated above (failure to pay dues and assessments), no member can be suspended without due process as defined below. Any affected member will be given notice that he/she is subject to suspension, stating the cause. (2016)

If the member has not corrected the cause for suspension within 30 days of notice, the member will be given notice that his/her suspension will be considered at the next regular meeting, provided the notice was provided at least 30 days before the meeting. (2016)

At that meeting, the member will be given a full and fair hearing. The Board will present the cause for suspension and the member will be allowed to present his/her case. The suspension will become in effect if approved by a vote of three-fourths majority of members present at that meeting.

SECTION 4

Any suspended member will be given a period of one year after suspension to regain admittance to the Club after any such suspension, with the exception for failing to pay dues and assessments as cited in Section 5. All conditions pertaining to the cause of suspension must be remedied and approval for reinstatement of membership by the Board of Directors is required. (2016)

The suspended member may access the Club property for the sole purpose of remedying the cause of suspension, but may not stay on the premises overnight. The suspended member will not be allowed any other Club privileges. (2016)

If the cause of suspension has not been corrected to the satisfaction of the Board after the one year period, loss of membership will be recommended. (2016)

SECTION 5

If any member fails to pay in full all dues and assessments after one year, he/she will lose their membership without any hearing being required. This is the only case where no hearing is required.

Any affected member will be given notice that he/she is subject to loss of membership, stating the cause for such consideration. (2016)

For any other reason, a suspended member will be subject to loss of membership if he/she has not complied with the conditions for suspension reinstatement within the specified time frame as defined in Section 4. The member will be given notice that his/her loss of membership will be considered at the next regular meeting, provided the notice was provided at least 30 days before the meeting. (2016)

At that meeting, the member will be given a full and fair hearing. The Board will present the cause for loss of membership and the defendant will be allowed to present his/her case. The loss of membership will become in affect if approved by a vote of three-fourths majority of members present at a regular meeting. (2016)

SECTION 6

When a person has lost their membership (membership forfeiture), the Club may dispose of his or her share and the proceeds of such sale applied on the indebtedness of such member.

Anyone who has had their membership forfeited will be provided notice that he/she has had their membership forfeited and that person has sixty days to surrender his/her Stock Certificate and must remove all personal property (including buildings) from the Club's premises. (2016)

After the sixty days has expired the Board of Directors will void or resell the Stock Certificate as well as dispose of all remaining personal property. It will be duty of the Board of Directors to make a reasonable and customary attempt to obtain fair market value for all such disposed property. Any such moneys gained from such a sale will be returned to the previous owner after the Club deducts all related expenses. (2016)

ARTICLE XI HUNTING AND FISHING RULES

SECTION 1

All fishing and hunting upon the Club's property, lakes, and grounds, shall comply with the laws of Texas and the Federal Government as they pertain to hunting and fishing. The Club may impose modifications and additional restrictions as stated in the Bylaws and rules of the Club, and such Bylaws and rules as may be hereinafter enacted. Any additional Bylaws and rules of the Club may be enacted so long as they do not conflict with government laws.

SECTION 2

Fishing or hunting on the properties of this Club, or any property under its control, is positively prohibited to any and all persons, except as herein named.

SECTION 3

It shall be the duty of members to adhere strictly to all rules and regulations governing the Club, and report any violations that may come under his/her observation.

SECTION 4

Swimming, water skiing, speeding, and boat racing will not be permitted.
Wading by children is permitted. (1994)

SECTION 5

No rifle shooting shall be permitted upon any of the premises of the Club.

SECTION 6

Shooting of game birds (except ducks) or squirrels on Club property is prohibited. Duck hunting is permitted.

SECTION 7

No trap, net or any device whatever, other than hook and line and trotline shall be used for catching fish, from or out of the lakes, except by special permission of the Board of Directors. This section, however, does not exclude bait nets when used for catching bait. Bait fish caught out of the Club lakes cannot be taken to, or used, at any other body of water (lakes, ponds, tanks, rivers, streams, etc.). "Hook and line" as used herein includes spinning, casting, and fly-fishing tackle using natural or artificial baits. Using carp minnows for bait is strictly forbidden. (2015)

SECTION 8

Fish limits, including species, quantities and size restrictions (including slot restrictions) will be reviewed each year by the Board and presented at the annual meeting. The restrictions will be posted at each boat ramp for that year. (2015)

SECTION 9

All trotlines must be marked and dated. (1997)

SECTION 10

No catfish under fourteen (14) inches will be removed from the lakes.

SECTION 11

A minimum allowance of \$3000.00 per year will be for lake management as it pertains to fishing, including but not limited to fish restocking, fertilization, weed control and fish surveys.

If expenditures are less than \$3000 during any calendar year, the remaining balance will be carried forward to the next year. (2016)

SECTION 12

All duck blinds on Club property shall be separated by a distance of one hundred fifty (150) yards on a straight line.

SECTION 13

No motorized vehicles (including those owned by members) are allowed on the dams unless authorized by the Board of Directors. (2008)

SECTION 14

There shall be NO impounding of lake water. (2000)

SECTION 15

There is a "no wake" rule for all boats on the lakes.

SECTION 16

No person under fourteen years of age can use or be in a watercraft on Club lakes without an adult host or Club member (21 years or older) accompanying them. (2015)

SECTION 17

Members and/or their guest parking vehicles near the lake ramps, will display the Teague Hunting and Fishing Club identification placard on their rear view mirror or in full view. (2015)

ARTICLE XII

CONSTITUTION AND BYLAW CHANGES

SECTION 1

This Constitution and Bylaws may be altered or repealed and others enacted by a three-fourths majority vote of the members present at any regular meeting, except as stated herein.

SECTION 2

This Constitution and Bylaws shall take effect from and upon the date of their passage and immediately after the old Constitution and Bylaws have been abolished.

History of the Teague Hunting and Fishing Club

The Teague Hunting and Fishing Club resides on a tract of land that was originally jointly purchased in 1908 by the Fort Worth and Denver Railway Company and the Chicago Rock Island and Pacific Railroad Company. The property included 273.20 acres of land plus two parcels of right of way (20.84 acres and 4.13 acres) for a total of 298.17 acres. These railroad companies bought the land in order to develop a water supply for steam locomotives, Teague shop facilities, and other railway needs. The Upper Reservoir was constructed in 1908-1909 and consisted of 133 acres. The Lower Reservoir, founded on Jeter Creek, was constructed in 1917 and consisted of 140.20 acres.

The Upper Reservoir was leased to Teague Hunting and Fishing Club in 1923 for a period of ten (10) years; the Lower Reservoir was included in 1926.

In 1935 the City of Teague was granted permission to use water from the Lower Reservoir. The city constructed a water pumping station, laid pipe, etc., and provided the railroad with water it required for a fee of \$5.00 per annum.

In 1967 it was determined that the reservoirs were not needed for railroad purposes and the process of selling the lakes to the Teague Hunting and Fishing Club was initiated.

On October 29, 1968, Teague Hunting and Fishing Club bought the 298.17 acres of land for \$6000. Existing Club members were assessed the amount required for the purchase of this property.

In 2015, 3.34 acres behind the dam of the lower lake was sold to settle a boundary dispute.