

**Lake Tanglewood Club**  
**Village of Lake Tanglewood, Texas**  
**(Amended by the Board of Directors 1/11/2011)**  
**RIGHTS AND RESPONSIBILITIES**

**Homeowners Have the Right To:**

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the Corporation by attending meetings, serving on committees and standing for election.
4. Access appropriate Corporation books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other Corporation obligations.
8. Receive all documents that address rules and regulations governing the Corporation – if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

**Homeowners Have the Responsibility To:**

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat Corporation leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay Corporation assessments and charges on time.
6. Request reconsideration of material decisions that personally affect them.
7. Provide current contact information to Corporation leaders or managers to help ensure they receive information from the community.
8. Ensure that those who reside on their property adhere to all rules and regulations.

**Community Leaders Have the Right To:**

1. Expect owners to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the Corporation.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners.
6. Personal privacy at home and during leisure time in the community.

**Community Leaders Have the Responsibility To:**

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.

3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the Corporation's governing documents and become educated with respect to applicable state and local laws, and to manage the Corporation accordingly.
5. Establish committees or use other methods to obtain input from owners.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from owners.
13. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders.

From time to time the Board of Directors has seen fit to issue statements of "Rules and Regulations" that deal with specific or unusual circumstances or problems not covered in the Board Policies. Many, but not all, of these statements have been in existence since April 1, 1979. The membership is reminded that "Rules and Regulations" statements are effectively Board Policies, even though they are not included in this publication. (See Board Policy)

## **ARTICLE 1 CLUB MEMBERSHIP**

### **Membership Eligibility**

1. Adult persons of good moral character, who, in the judgment of the Board of Directors (who constitute the Membership Committee) or their designated representative, will be cooperative, may be admitted to Membership; provided, that to qualify for Membership the applicant must be the actual owner of a building lot within the Recreational Area.
2. The spouse of a deceased member who, by inheritance or by will, becomes the owner of the deceased member's property and Membership shall, upon written notice from the appropriate courts as they decree to the Secretary of the Corporation, automatically be and become a member, but under no circumstances can more than one person or family member become a member by inheritance or by will. Multiple Membership/ownership shall not be allowed.

## **Application for Membership**

1. Application for Membership or the transfer of a Membership shall be made in writing using the “Standard Application Form for Transfer of Property and Membership” and with the Transfer Fee being filed with the Corporation at the Corporate Office. The Application, in addition to appropriate data that may be required by the Board, shall contain a clause substantially as follows:

Applicant acknowledges receipt of and has read a copy of the Rules and Regulations of the Club, and in consideration of admittance to membership agrees to be bound by such Rules and Regulations and those hereafter adopted as constituting the terms of the agreement between the applicant and the Club.

2. The Board of Directors will act on the Application for Membership or a Transfer of Membership in accordance with the procedures set forth in the “Standard Procedures for the Transfer of a Membership.” Transfers will not be approved unless the Transfer Fee is submitted with the other papers and the prospective new member(s) have attended Orientation. Dues will start at the time of the transfer.
3. There shall be assessed against each outstanding Membership monthly dues, taxes, water usage fee, gate fee, and restaurant charges, which, together with all assessments, shall be payable at the office of the Corporation: 1000 Tanglewood Drive, Amarillo (Randall County), Texas 79118-9424, due and payable upon receipt, and are subject to late payment penalty (see Fee List) if not received by the fifteenth day of same month. There may also be charged against outstanding memberships a special assessment.
4. Any such assessments which shall not have been paid upon the expiration of thirty (30) days from due date shall constitute a delinquency, and each thirty (30) days thereafter that such assessments or any part thereof remain unpaid shall constitute an additional delinquency. For each thirty (30) days delinquency in the member’s account there shall be assessed against the Membership a late payment penalty (see Fee List), this penalty to be added monthly.

## **Suspension of Membership**

1. The Board of Directors may suspend membership privileges for causes stipulated in these Rules and Regulations. Such suspension shall not relieve member of payment of regular dues or assessments for such period.
2. A member permitting as many as two (2) consecutive monthly dues and/or assessments to become delinquent shall thereupon automatically be suspended from Club privileges, but such suspension shall not operate to stop the accrual of dues or other charges. A member permitting as many as (3) consecutive monthly dues and/or assessments to become delinquent shall there upon will result in disconnection of

water service. Reconnection will not be done from Friday at 5:00 p.m. to Monday at 8:00 a.m. The member shall be automatically reinstated upon payment in full of such delinquent dues and/or assessments and other costs associated with the delinquent account. (There is also a reinstatement fee of \$100.00 for accounts that have water usage).

3. The owner of a Membership as reflected by the records of the Corporation shall be liable for any indebtedness against the Membership, and the Membership may be held by the Corporation as security for the payment thereof.
4. Each member and each member of his family is prohibited from coming upon the premises of the Recreational Area during a period of suspension.

### **Sublease of Membership**

A member may lease his Membership(s) to a person having, in the judgment of the Board, the qualifications required for Membership, and during the term of the lease the privileges of the member and his family are suspended, and the lessee and his family may exercise such privileges. Such lease of a Membership must be approved by the Board or their designated representative, and an original or photo static copy thereof filed with the Secretary of the Corporation. The member will be held responsible for any dues or assessments not paid by lessee. The regular Transfer Fee and a refundable deposit (see Fee List) must be paid to the Corporation prior to the approval of such a lease by the Board.

### **Combining Membership**

A member who owns two (2) or more adjacent lots may combine the lots under one Membership. In that event, the extra Memberships must be relinquished to the Corporation and will thereafter be owned by the Corporation. The standard form for relinquishment of the Membership must be used. Once lots are combined, the action shall not be reversed at a later date.

### **Sale or Transfer of Membership**

1. The Corporation will require a transfer fee to transfer a Membership. ( see Fee List) This fee is applicable to regular Memberships, or Memberships held by the Corporation for the sole and exclusive use of the owner of a lot or lots. All membership dues and fees must be paid current before a transfer is approved.
2. In addition to application transfer documents, the seller must submit within five business days of closing documentation of a septic system inspection conducted and approved by the applicable regulatory agency, of a boat house/swim dock inspection

Conducted and approved by the Village of Lake Tanglewood, and of a current property survey conducted by a registered surveyor.

A more current survey will be required when construction has occurred. Any flotation must be encapsulated floatation in accordance with the Village of Lake Tanglewood Ordinance.

3. Any member selling or leasing his or her property will be charged (see Fee List) per Sticker and Identification Card previously issued by the Corporation Office for the current year. Presentation of previously issued Cards and Stickers by the seller or lessor at the Corporation Office will ensure a reimbursement for these funds.
4. A member may sell a part of his property to another present member as long as there is no transfer of the membership, without payment of a transfer fee. Any such partial transfer shall be for the purpose of settling boundary disputes and to add additional property to one membership without creating a new building site for an additional home site. This sell will require new property surveys by a registered surveyor for both property owners. Copies of both surveys and updated deeds must be provided to the Corporation.
5. A membership may not be transferred to a Corporation, Company, Trust or any other legal or business entity unless a single particular person (and his family) sign a statement that he or she alone is the principal of such legal or business entity, that he or she and his or her family shall be the only members.

### **Sale/Bidding Process of Corporation Property**

1. The LSIOT Board of Directors will determine a Starting Bid for Corporation property prior to accepting sealed bids.
2. Sale of Corporation property will be Publicly advertised (Member Newsletter, Member Statements, and Billboards)
3. Sealed bids to include bidders name, address, and phone number. The Board of Directors will accept bids for a specified 30-day period to be turned into the Corporation Office.
4. Upon closure of bidding process the LSIOT Board of Directors will review and consider Sealed bids at the next regularly scheduled Board meeting. (The Board of Directors reserve the Right to refuse any and or all sealed bids presented.)
5. Once a determination by the Board of Directors has been made a letter of acceptance or refusal will be sent to each bidder.

### **Membership Identification** (Revised September 25, 2012)

#### **Section 1: Lake Tanglewood, Inc. Identification Cards**

1. Members and their immediate family (member's spouse and children living full time with him, and grandchildren living full time with the member who are under twenty-

one (21) years of age) and who reside with the member shall be eligible for a Lake Tanglewood, Inc. Identification Card and corresponding membership identification number.

2. The Lake Tanglewood, Inc. Identification Card may also be used to identify a member when he is not in a “stickered” vehicle. Other identification may also be required in conjunction with the Identification Card.
3. In the event that a member’s Identification Card is lost or stolen, the Corporate Office should be notified as soon as possible to prevent any unauthorized use of said card and number. A replacement Identification Card will then be issued to the member.

## **Section 2: Stickers**

1. It is necessary to require a uniform method of regulating and identifying all motor and electric vehicles and watercraft belonging to the member. This identification is the “Sticker” that is to be affixed to all motor and electric vehicles and watercraft belonging to the member.
2. Every application for a Sticker for each motor or electric vehicle or watercraft shall be accompanied by a fee. (see Fee List) Stickers are valid from the first day of February to the last day of January the following year. Between December 1<sup>st</sup> and January 1<sup>st</sup> of each year, the Corporation shall mail applications for Stickers to all members of the Club who are heads of household. This application shall include the name and owner of the motor or electric vehicles or watercraft and all their identifying numbers. Proof of liability insurance will be required for all watercraft having more than a five (5) horsepower engine. In addition, members must show proof of ownership for all watercraft having more than a (5) horsepower engine. Proof of ownership may be provided by a Certified Vehicle Title, a Certificate of Origin, a Notarized Bill of Sale, or a Notarized statement of ownership. Members shall have a current sticker affixed to the vehicle. No one shall be allowed sticker access through the gate after January 31<sup>st</sup> unless the current sticker that is current on the vehicle. Expired Immediate Family stickers will not be allowed entry without clearance from a member. EXCEPTIONS: Current members who have allowed their stickers to expire will be asked to sign in on the gate log. Stickers will double on February 1<sup>st</sup> on items stickered the previous year.
3. Stickers applied for after January 31<sup>st</sup> of each year shall be deemed delinquent and the fee doubled for previously issued stickers. This fee may be increased or decreased by a majority vote of the Directors on or before the date the Stickers are made available for sale that year. A new member to the Club after February 1<sup>st</sup> of that year shall pay the regular fee for each Sticker issued.
4. All Stickers shall be numbered consecutively and shall be so printed prior to issuance. Each Sticker shall be affixed to the vehicle or watercraft for which it was originally issued. The Sticker shall be placed on the lower left windshield of motor and electric vehicles, on both sides of watercraft (in front of the TX number where applicable), and on the left side of all other motorized or electric vehicles that do not have windshields.

Only member of household or spouse shall apply for Stickers and the same shall be issued only for the following:

**A. Member Stickers**

1. Motor or electric vehicles or watercraft belonging to the adult members and immediate family living with the member under the age of twenty-one (21).
2. Company owned vehicles normally driven by the member.

**B. Immediate Family Stickers**

For immediate family (children and parents) not living with the member an Immediate Family Sticker may be issued at the discretion of the member head of household. Immediate family stickers will not be issued to Members who are not Residents. (These Stickers allow ingress and egress only and do not allow membership privileges).

**C. Sticker Requests** for reasons other than those cited above may be submitted to the Directors on a “special request” form stating the reason, and will be considered on a case-by-case basis.

**Membership Responsibility**

A member or his lessee shall be responsible for the conduct of members of his family, of his servants, of his guests, or of his workers invited by him or any member of his family, and all violations by them of the Rules and Regulations, and all penalties, fees, and other assessments incurred by them shall be charged against the member or lessee. i.e. to include the safety of all members and guests.

**ARTICLE II  
LOT IMPROVEMENT / CONSTRUCTION**

**Section 1: Lot Improvement (Revised 6/12/12)**

Since the Corporation has ultimate control of and responsibility for all lake property, owned and operated by the Corporation, the following rules are adopted for the general benefit of the Membership:

1. In order to maintain proper drainage, to prevent damaging erosion into corporate property and to prevent unnecessary erosion and silting into the lake, no soil breaking, lot leveling, excavation, or the dumping of fill material may be under taken on any building lot (whether for new construction or modification of any existing structure) without first obtaining a Permit for the above described work approved by

the Corporation. (Obtain Dirt Permit from the Corporation first, then Building Permit from the Village of Lake Tanglewood Building Committee).

2. No platted building lot or area offered for sale as a building lot, regardless of size, may be subdivided into multiple lots or areas.

## **Section 2: Construction**

1. A member may construct on his building lot retaining walls, a boathouse or dock and single family dwelling for the use of himself and family. All new residential buildings shall consist of a minimum of 1,750 square feet, exclusive of open porches,

Garages, patios and other attached or detached structures. The construction of any improvements must comply with the Building Code of the Village of Lake

Tanglewood and any other requirements adopted by the Village of Lake Tanglewood. Plans for any construction must be submitted to and approved by the Village of Lake Tanglewood Building Committee and a Permit must be obtained before any work including excavation is begun. In any special or unusual circumstances, the Board reserves the right to examine such plans as the situation warrants. (A copy of the Village of Lake Tanglewood Building Regulations is available at the Village Office). Specific requirements for culverts and drainage may be obtained from the Corporate Office.

2. No structure of any character, or living quarters of any character, portable or otherwise, including docks, fences, and every other character of structure, shall hereafter be constructed on, or moved onto the Recreational Area, unless and until sites and excavation or fill and any other data as required by the Village of Lake Tanglewood Building Code shall have been submitted to and approved by the Board of Directors of Lake Tanglewood, Inc. and/or the Building Committee of the Village of Lake Tanglewood.
3. If the member is not indebted to the Corporation, any dwelling or other personal property of any character which has been constructed on, moved, or placed on the Recreational Area by a member at his own cost and expense and as his own property, may at any time be removed by the member, his heirs, or assigns, if same can be done without damage to Corporation property. Any structure, or article, or personal property which has been constructed on, moved on, or placed on the Recreational Area by a member and which, within the judgment of the Board of Directors, has become a nuisance, or renders the Recreational Area unsightly, shall, on or before the expiration of sixty (60) days from notice by the Board of Directors be removed by the owner, and if not so removed within said time limit, may be removed by the Board of Directors and/or Village of Lake Tanglewood and the cost of removing same assessed against the member of leaseholder.



### **Section 3: Utilities**

1. A member shall connect at his own expense with the water system, the electric current and other utilities made available to Members under the rules of the Board, and after obtaining permission from the Corporation to make such connections and instructions as to how they may be made and maintained.
2. Private water wells will not be drilled by members in the Lake Tanglewood Subdivision. Members may use lake water for irrigation purposes only, but under no circumstances may a lake irrigation system be connected or tied to the plumbing or pipes that carry water for household use that is provided by the Corporation water systems. All irrigation systems require a Permit issued by the Corporation prior to the installation.
3. Residential adjustments for water leaks will be allowed if: the member is in good standing, the leak is underground between house and water meter, one month's adjustment to be reported with two months from the time the leak is repaired. Proof of repair is required (plumbing invoice or member letter stating repair has been made), one leak per year may be considered for adjustment. Adjustment consideration: Member with a billing history of six to twelve months the highest month will be used as the base for adjustment and members with a billing history of one to five months, a maximum of 30,000 gallons will use as a base. Leak consumption must be 50,000 gallons more than the base. (Board adopted May 18, 2010.)

### **Section 4: Sanitation Systems**

1. All sanitation systems (septic tanks and drain fields) that are installed with new construction, or that are rebuilt or redone, must be installed in compliance with the regulations set by the Texas Commission on Environmental Quality and inspected and approved by the Environmental Health Department of the City of Amarillo, Texas.
2. Any sanitation system which is incorrectly installed or that does not operate in a correct or effective manner, or becomes a nuisance, or becomes hazardous to a member, his neighbor or the Membership in general, shall be modified immediately to come into compliance with the direction of the Board.

### **Section 5: Sanitation and Maintenance of Lots**

No member shall permit any unsightly or unsanitary conditions to exist about his dwelling or other premises, or his unimproved lots. These conditions could be caused by trash, weeds, used or unused building materials, rundown or neglected structures, or inoperable vehicles, machinery or equipment. If, upon proper notice and within a

reasonable time, the member does not take action to remedy the unsightly or unsanitary conditions, the Board may take any action necessary to remedy these conditions, the cost of such action to be charged to the member.

### **Section 6: Sanitation and Maintenance of Recreation Area**

1. No cans, bottles, trash or rubbish of any kind shall be thrown in the lake, roadways, or on the Recreation Area.
2. Any personal property that is abandoned, or allowed to remain on corporate property or roadways (ten foot easement), will, if not removed by the member after proper notice and a reasonable length of time, be removed by the Corporation and the cost of such removal be charged to the member.
3. Any vehicles, boats or trailers that are inoperable, or not properly identified as to the owner, or appear to be abandoned, will be removed and disposed of as allowed by the laws and statutes of the State of Texas, and the cost of such removal charged to the member if the member can be identified.

## **ARTICLE II (Revised 11/08/2011)**

### **Section 7: Outbuildings and Accessory Structures**

1. Outbuildings-Accessory Buildings”-Accessory buildings and outbuildings for the purposes of this code are synonymous. They are defined as any structure over 4X4X6, on any lot that is intended to house anything other than persons, i.e. being for motor vehicles, tools or other uses than residential.
2. Every structure erected within the Village shall be constructed upon the site where it is to remain and shall be constructed of wood, masonry, concrete, stone or brick, or some other permanent substance approved by the LSIOT Board, as approved by the International Residential Code. A homeowner can construct buildings on only 75% of his property that is deemed buildable by an acceptable, certified engineering firm, and shall respect all setbacks.
3. Portable buildings (those not installed on a permanent foundation) are prohibited (except boathouses.) Regardless of size, weight, structure or materials, no portable shed, outbuilding, garage, dwelling, house or other structure (whether new or used) shall be moved into the Village of Lake Tanglewood. Every structure erected within the Village shall be constructed on site on a concrete slab, pier and beam foundation or some other permanent foundations, where it is to remain.
4. When any residential lot in the Village has been improved by the construction of a residence, then any outbuildings, storage buildings, garages, recreational vehicle or trailer shelters, et., shall be of the same materials that the house was build with.

Any alternate materials must be approved by the board. The roof and eaves must be of the same style and similar proportion as the existing residence.

Any prefab building or components larger than 4X4X6 shall be approved by the Board. (Amended 1-16-96), (Amended 11-8-04)

NOTE: The LSIOT Board intent is not to inhibit the additions of outbuildings for the sole use by the homeowner. The intent is to insure that structures are such to enhance and/or compliment the existing residence. Therefore, the Board shall entertain Variances on a case by case basis per Article XVII Variances.

5. There shall be no wind energy devices erected in the incorporated limits of the Village of Lake Tanglewood. This ordinance includes residential and commercial wind-energy systems.
6. Double Deck Boathouses: Maximum height from the top of the bottom deck to the top of the top deck shall not exceed 11'. The highest structure above the upper deck to the handrails shall be no higher than 42" and not made of solid materials that would obstruct the view of others.
7. Any boathouse, dock or pier constructed adjacent to the property of an owner shall be for the sole use of that resident and no leasing or rental to others is allowed.
8. All add-ons or additions to a house must have a common wall and roofline with the main dwelling.

### **Section 8: Regulations Regarding the Construction of Fences within the Bounds of Lake Tanglewood.**

1. Fences 48" high from grade and under do not require a building permit or inspection (s). Materials can be wrought-iron, decorative steel, decorative aluminum, wood, brick, vinyl or decorative concrete blocks.
2. Fences over 48" high from grade do require a building permit and a final inspection. Construction materials must be from those set forth above in Item (1) unless prior approval of the LSIOT Board is obtained. In an attempt to preserve the view for lakeside properties, a fence over 48" on lakeside properties must not obstruct the view of the lake and must be a see-through design of wrought-iron materials only (with the wrought-iron no larger than 1" and a space in between bars measuring no less than 3.5"). This applies to fencing constructed anywhere on the property.
3. Maximum fence height is 72" from grade or 72" from a 6" curb. (See E.)

4. The 10-foot setback from the road will be respected. Application for a permit shall provide drawings showing grade and proposed fence height, also showing side and front views of proposed fence and a plat showing where exactly the fence will be placed and the proposed materials to be used for fence construction.
5. If a resident chooses to install a continuous concrete curb no taller than 6 inches above grade upon which a fence will be installed, the measurement may begin at the top of the curb. If not installing a curb, the measurement begins at grade.
6. Any fences constructed prior to the passage of this ordinance will be grandfathered, but will be required to meet code specifications upon the initiation of any of the following events:
  - a. A fence is declared a nuisance in accordance with Chapter 7, Article III, Section 7-14 of the Village of Lake Tanglewood Code of Ordinances.
  - b. A fence requires repairs/reconstruction in excess of \$1,000.00.
7. Any person who violates any provision of the rules and regulations shall be assessed per the LSIOT policy.

### **ARTICLE III GENERAL RULES AND REGULATIONS**

For violation of any Rule or Regulation of the Corporation, the member may be assessed a penalty of \$25.00 to \$500.00 for each offense. The Board may suspend a member from club privileges for a period to be determined by the Board for violation of the Rules and Regulations of the Club.

The enforcement of the Rules and Regulations, or any revision or modification hereof, may be delegated in whole or in part to the Village of Lake Tanglewood, or to such other organizations as may be found to represent the members of Lake Tanglewood Club in such manner as may be determined by the Corporation at its sole discretion.

#### **Section 1: Gate Rules and Procedures**

1. Traffic and speed regulations are strictly enforced.
2. Members must call to clear their guest and give their Member Identification Number to the gate guard. No one can be called in more than 24 hours in advanced. Unannounced guests must obtain clearance from the member before being allowed entry. Calls from members without proper Identification Numbers will not be accepted.
3. **ONLY Members** [head of household (A) or spouse (B)] may authorize guest(s): additionally, an alphabetized list must be provided to the gate if expecting more than

5 guests in one day. (5-15 guest 24 hours notice, 16 & more 48 hours notice) **NO GUEST LISTS WILL BE ACCEPTED FROM MEMBERS CHILDREN OR IF IT IS NOT ALPHABETIZED.** Any person not on the list will not be allowed entry without first obtaining clearance from the member. All guests must sign in if not accompanied by a member. At no time will a guest be allowed entry to go to a “party” without first obtaining clearance from the member. Once a guest(s) have entered and leave they must be called back in for re-entry that day.

4. Church and Funeral Service guests may be allowed entry without clearance from a member. The guard will note the license plate number.
5. A non-member may be allowed entry if bringing an adult member home without signing in, provided that the member is recognized by the gate guard. If the member is not recognized, member must present valid Lake Tanglewood Identification Card, photo identification or identification number.
6. Realtors may enter to show homes by showing their Realtor I.D. and signing in. Non-resident Realtors will escort prospective buyers in their vehicles only. No one will be Allowed entry to “look for homes for sale”, unless escorted by a Realtor or member. There shall be no gate access for real estate” “open houses.” (See Article IV-Guidelines for Realtors)
7. All workmen (Lawn, Pest Control, etc), servicemen (Home, Plumbing, Pool, etc), maids and deliverymen must sign in; domestic help should be registered on Domestic Card File in the Corporation Office the fee is \$5.00 per name per year. The member must call in any workmen, servicemen, maids, or deliverymen not on domestic file. **EXCEPTIONS:** Utilities, Xcel Energy, Atmos, AT&T, Suddenlink, FedEx, Dish Network, etc, are not required to be called in.

#### **Ten-Day List**

- A ten-day list is kept at the gate for guests staying in your home or tending to your home without your presence. The member must go by the gate and sign their name, guest’s name, day list is to start and the date it is to end, and their ID number. The guards will issue a visitor pass to these individuals and it is responsibility of the member to be sure the pass is returned. **(Workers or Home Health Care should not be placed on this list)**

#### **Short Work List**

- The short work list is used for people who will be working at the member’s home for seven (7) days or less. Their name and start date, as well as date of finish should be given to the gate. **They will be required to sign in every day and upon re-entry in the same day.**

### **Long Work List**

- The long work list is used for people who will be working at the member's home for more than a week and up to thirty (30) days. This list must be completed with names of contractors/sub-contractors on it. The list must be updated every month. (Last or first day of each month for their admittance.) After each sub-contractor is completed, the contractor or the member must have their name removed.
  - Construction personnel will be admitted during regular working hours upon signing the gate log on a weekday. The general contractor will be responsible for furnishing a list of workers weekly to the gate. **They will be required to sign in every day and upon re-entry in the same day.**
8. All watercraft and all motor and electric vehicles must have current Stickers on them or the member must show proof of ownership. If a member wants to "tryout" a watercraft, he may be issued a Permit for no longer than two (2) hours. If he has just purchased a watercraft and the office is not open, with proof of purchase (title or title application), he may be issued a two (2) day Permit and must purchase a Sticker when the office opens. All Permits must be returned to the Corporation.
  9. If anyone criminally trespasses, causes trouble, attempts to run the gate, or block the gate, the gate guard will immediately call the Randall Country Sheriff's Department and notify a member of the Board of Directors.
  10. A member may obtain for houseguests, a temporary Ten (10) Day Permit (for gate access only) by filling out a statement identifying the guests and the time frame for guests' stay. This Permit may be renewed twice after the initial Permit is issued for a total of thirty (30) days (maximum). This permit does not allow Membership privileges. Guards, upon issuing a two (2) to ten (10) day pass, will require visitors to stop and hand the pass to the guard who will check expiration date and license number.
  11. Gate guards are not allowed to accept monies or other legal instruments, registered letters or parcels, which facilitate personal business for members.
  12. A member is only permitted to discard Tree limbs and or Lawn clips in the Lake Tanglewood Dump site area. Items such as dirt, concrete, etc. are prohibited if a member discards any prohibited items an assessment of \$500.00 will be issued.

### **Section 2: Golf Course Rules and Regulations**

Each Member in Good Standing and his family residing with him shall have privileges of the golf course.

1. All guests must be accompanied by a member, member spouse, or family member residing with the member.

2. All guests and members are required to sign in at the Pro Shop and all guests will be identified as such beside their names on the sign in sheet. The Corporation will send statements to members for guest Green Fees. Forms for guests are located in the Pro Shop and should be placed in box provided. Green Fees for weekdays and weekends are different. (See Fee List) Fees are not required for members, spouses, children, grandchildren, member parents and respective spouses.
3. A maximum of four guests may be authorized by each member or member spouse at any one time.
4. No more than five shall play together.
5. No pets are allowed on the course except by being restrained by leash or riding in carts.
6. All powered golf carts will observe the 90-degree rule unless otherwise posted. However, carts must not be nearer than thirty (30) feet from the greens. Handcarts may be pulled to the fringe. Note: No ATV or motor vehicles allowed on course.
7. Winter rules apply at all times: i.e., ball lie may be improved on the fairway only.
8. All ball marks on the greens and divots on tee boxes and fairways will be repaired.
9. No foul language will be permitted.
10. Shirts or tops must be worn at all times.
11. Steel spikes will not be allowed on golf course at any time.
12. Golf carts using the Corporation roads and/or golf course at Lake Tanglewood:
  - A. Youth under 13 years-of-age will not be permitted to drive golf carts on the corporation's roads under any circumstance. Exception: Permitted under adult supervision.
  - B. Youth 13 to 16 years-of-age will be permitted to drive golf carts under the following circumstances:
    1. Possession of identification showing age
    2. Golf cart must display a flag and have a rear-view mirror mounted for operator use
    3. Hours of operation from sunrise until 30 minutes prior to sunset
    4. Yield to all other traffic
    5. Each youth must register at the Corporation office
    6. Each youth must demonstrate driving ability to a Corporation Representative. Corporation office may be contacted for appointment.
    7. All occupants must be seated.

- C. Operators 16 years-of-age or older are permitted to operate golf carts from sunrise until 30 minutes prior to sunset, will obey all traffic regulations, and will yield to all other traffic.

### **Section 3: Lake Rules and Regulations**

1. *The Handbook of State Boating Laws and Responsibilities*, issued by the Texas Parks and Wildlife is the primary authority.
2. A member may place on the lake a boat or boats (size of boat and motors to be approved by the Board of Directors) for the use of himself, his family, or his guests if such guests are accompanied as herein provided. High speed, racing type boats shall not be used on the lake without approval of the Board of Directors. All boats and recreational water devices whether power driven or not must have current lake Registration Sticker on both sides of the boat and if powered must be properly muffled.
3. No guest shall be permitted on the Club grounds, golf course, or on the lake, except while accompanied by the host member, or adult member of the host family. No guest shall be permitted to operate any personal watercraft as defined in the Texas Parks and Wildlife publication, *The Handbook of State Boating Laws and Responsibilities*.
4. Boat rules:
  - A. Stay 50 feet from all watercraft
  - B. Observe comply with applicable no wake zones
  - C. Traffic will move in a counter-clockwise direction by staying toward the shoreline on your right
  - D. Single riders must be at least 13 years-of-age or accompanied by a person at least 18 years-of-age
  - E. No boats will be allowed to travel across lake to jump waves made from other boats
  - F. Traffic will move in a counter-clockwise direction by staying toward the shoreline on your right
  - G. No towing of tubes in no wake zones
5. Personal watercraft (jet ski) rules:
  - A. Life jacket worn at all times
  - B. Always attach a safety lanyard to your life jacket / wrist before starting engine
  - C. Pass all boats on right side
  - D. Stay 50 feet from all watercraft
  - E. No 360 degree turns when a boat is behind
  - F. Observe applicable no wake zones



- G. No personal watercraft will be allowed to travel across lake to jump waves made from other boats
  - H. Traffic will move in a counter-clockwise direction by staying toward the shoreline on your right
  - I. No “splash tag” or other dangerous games
  - J. Single riders must be at least 13 years-of-age or accompanied by a person at least 18 years-of-age
  - K. Operating hours from 9:00 a.m. to one-half hour prior to sunset
  - L. No towing of tubes in no wake zone
6. Members and their guests that use the lake **do so at their own risk**. All rules of the Texas Water Safety Act will be strictly enforced on Lake Tanglewood. Speed limits posted will be enforced and water skiing will be restricted to designated areas. Enforcement of this section may be delegated all or in part to the Village of Lake Tanglewood. Always observe the signs posted on the lake. No wake means idle speed, times for personal watercraft are 9:00 a.m. to one half hour prior to sunset.

No public access is permitted on dam or spillway.

#### **Section 4: Other Rules and Regulations**

1. No person shall operate while intoxicated, as defined by Texas State Statute, a motorized vehicle on the roads or the lake at the Village of Lake Tanglewood.
2. No member, guest or other person or persons on the property of Lake Tanglewood will aggressively confront, harass, or physically or verbally threaten an employee of Lake Tanglewood. If a member has a concern or complaint about or against any Lake Tanglewood employee, he or she may contact the Lake Tanglewood office or any Board member, and it will be investigated. If a member wants formal action taken against an employee, he or she must file a written complaint with the Lake Tanglewood office or any Board member, and the situation in question will be investigated.
3. Any misuse of the Identification Card violates the Rules and regulations of Lake Tanglewood Club.
4. The member’s unmarried children or grandchildren over twenty-one (21) years of age but not older than twenty-five (25) years of age or significant other living full time with the member may have the privileges of the Club after first obtaining from the Board an Annual Permit revocable at the will of the Board. Permits shall be considered on a case-by-case basis.
5. A member or his spouse may have with them on the Club grounds their servants for their services only, with no Club privileges.

6. Employees of the Corporation or Club may have Club privileges as an invited guest in the company of a member, or with permission of the Board of Directors. Such permission may be revoked at any time.
7. No hunting is allowed within the boundaries of Lake Tanglewood, and no firearms of any description shall be discharged within said boundaries.
8. All-terrain vehicles will be allowed to drive on the Corporation roads only in transit to the designated ATV area and back
  - A. Only one person allowed on each all-terrain vehicle
  - B. The rider shall wear a helmet and have a flag on the vehicle
  - C. The driver will yield to all other traffic
  - D. The operator shall be 13 years of age or older and should have all-terrain vehicle operator education and be certified for their own protection.
9. No person shall drive any automobile without having in his possession a valid driver's license as required by the laws of the State of Texas, and displaying on the vehicle a current Lake Tanglewood Registration Sticker. Vehicles must be properly muffled. **Member assumes all responsibility for, and releases LSIOT, Inc., Lake Tanglewood, Inc. and any individual of any liability arriving from the use of any motorized vehicle involved in any property damage or personal injury.**
10. Tanglewood except on leased ranch land. All dogs and other household pets are not allowed to constitute a nuisance and must be under the control of the owner. Nuisance: Described as no excessive barking, biting, packing or trespassing on the property of other members. The animal must be collared and display current vaccination tags. Four dogs or more is considered a kennel which is prohibited.
11. Drunkenness, disorderly conduct, excessive noise, ungentlemanly or unladylike conduct of any member, or any member of his family, or any guest on the premises of the Club shall not be tolerated.
12. Each member is requested to report to any representative of the Corporation any trespassers seen on the Recreational Area or member's property, and to report any violations of the Rules of the Club to the Board of Directors.
13. All gates at the entrance of the Recreational Area, which are provided with facilities for keeping same locked, shall be kept closed and locked.
14. No person shall cut or injure any natural green trees, bush, shrub or vine on the Recreational Area, but may use or remove dead timber.
15. No member or guest shall trespass on any ground or private property adjacent to the recreational area.

16. Should any member appropriate for his own use and benefit, or take away from the Recreational Area, or cause damage or injury to, any Corporation property or property belonging to other members located on the Recreational Area, such members shall at his own cost and expense return or replace or repair such property so as to place it in as good condition as it was before such damage or injury. Should such member fail to return or replace or repair such property the Board may, at its discretion, have such property replaced or repaired and the cost of such replacement or repairing shall be assessed against the offending member.

## 17. Purchasing Policy and Procedure

The Bidding Process is necessary when the estimated cost of a service or equipment to be purchased is greater than \$1,000. Bidding performed by departments will be subject to review by committee. EXCEPTION: Equipment that has failed and is necessary for continued operation can be approved by the Chairman of the particular area needing the equipment and then the Board of Directors should be notified of the necessity of the purchase.

Price quotes must be obtained from three or more viable vendors who are normally expected to carry or provide the service or equipment.

All capital improvement equipment will require three bids.

Routine supplies such as non-capital office supplies, restaurant consumables, fertilizers, equipment repair, etc. are exempt. (reasonableness should be exercised)

In the event the supplier does not respond by a stated deadline the record should reflect "No Response" This response may be used to meet the requirement of three or more solicitations.

In the event the supplier elects not to bid, the phrase "No Bid" should be reflected in the record. This response may be used to meet the requirement of the three or more solicitations.

When the recommended award is made to other than the lowest bidder, a justification must be provided for each bid not accepted that is lower than the recommended award.

Using previous quotes on file: if the award vendor from a recent bid agrees to hold to the same pricing (or reasonably close) and or the vendor's performance is more than satisfactory to the department head then the bidding does not need to be repeated.

Insurance coverage and a performance bond will be required from the successful bidder for services.

Confidentiality of bids: staff must be careful not to disclose any financial information of one vendors bid to another vendor.

Exceptions to this policy can only be made by the Tanglewood Board of Directors.  
March 11, 2011

## **18. LAKE TANGLEWOOD MARINA RULES AND REGULATIONS**

- A. Marina slips may only be leased by members and property owners. If you are leasing property and its membership, you are not eligible to lease a boat slip in the marina.
- B. Only boat marina tenants with their guests are permitted on the marina dock.
- C. Lights will remain on for designated periods of time (longer during the summer hours). During off hours, use the labeled switch to turn on lights for a short length of time.
- D. A Lake Tanglewood member must be present on boats during use.
- E. Only the boats of the tenants are permitted in the marina slips. Each lift has been specially measured and adapted for each boat.
- F. Other than the lake patrol boat, no boat may be docked or attached to the marina.
- G. Tenants will maintain the walkways by keeping them clean, tidy and free of all personal items. No storage containers may be kept on the walkways.
- H. The marina may not be altered in any way by attachments or markings (hooks, numbers, names, etc.)
- I. Exercise caution when using the marina during navigation and use of the lifts.
- J. Tenants are solely responsible for proper docking and securing their boat at all times.
- K. Parking-If you drive to the marina to use your boat, all vehicles and golf carts must be parked outside of the area marked for restaurant parking.

Note: Report maintenance problems to the Corporation Office at 622-1702

(Revised January 14, 2015)

## **ARTICLE IV REALTOR GUIDELINES**

### SECTION 5

#### **GUIDELINES FOR REALTORS SELLING PROPERTY AT LAKE TANGLEWOOD A PRIVATE CLUB**

1. Realtor signs are to be no larger than a standard real estate sign. (2 Ft wide x 4 Ft high)
2. Real Estate signs are to be placed on the property for sale and at least 10 ft. off the roadside.
3. Real estate license must be shown at gate (unless realtor is a present member of Lake Tanglewood Club) to take guests in for viewing property.
4. **OPEN HOUSE-** No entry allowed unless called in by a present Member or entry with realtor presenting current license. **GATE NOT OPEN TO THE PUBLIC.** Directions signs may be placed on the roadside on the day of the showing, but must be removed immediately after the showing. (Revised 9-24-13)
5. Completed transfer applications with proper fees must be paid to member approval.
6. It will be the responsibility of the realtor to make an appointment for orientation through the Corporation Office (622-1702) for perspective members.
7. Lake Tanglewood must receive a copy of the most current survey before final closing can be completed. (Survey must be acceptable to any lender)
8. Lake Tanglewood must receive a copy of the most current septic inspection before final closing can be completed.
9. Property located on the lakeside that has a boathouse and/or swim dock must have an inspection done before final closing can be completed.

## TERMS DEFINED

In the interpretation of these Rules and Regulations, and any other Rules and Regulations passed and adopted by the Board of Directors of the Corporation, the following terms shall have the meaning herein ascribed to them:

Adult Member Assessment	Means the member/spouse who are designated the A & B members. Shall include dues, fees, penalties and all other charges and obligations which a member may, under the Rules and Regulations, be required to pay.
Board	Means the Board of Directors of Lake Tanglewood, Inc., a Texas Corporation.
Club	Means Lake Tanglewood Club division of Lake Tanglewood, Inc., a Texas Corporation.
Corporation	Means Lake Tanglewood, Inc., a Texas Corporation, as operator of the Lake Tanglewood Club.
Council	Means the duly elected Council members of the Village of Lake Tanglewood.
Directors	Means duly elected Directors of the Corporation.
Dues	Means the uniform payment that each member is required to pay at fixed periods, regardless of the use he makes of the Club.
Host Member	Includes spouse, children or grandchildren of the member that reside with the member full time and are under twenty-one (21) years of age.
Lake Tanglewood, Inc., Identification Card	Means a personalized Identification Card with a private number for each Membership.
Member in Good Standing	Means the owner of a lot in the Recreational Area whose application for membership has been approved as in these Rules and Regulations provided, and has not been suspended.
Membership	Means a certificate of Membership issued by Lake Tanglewood, Inc. in the form of a deed issued to a Member in Good Standing and approved by Lake Tanglewood, Inc.
No Wake Speed	A speed at which the vessel does not produce a wake.
Non-Resident	Member who owns deeded property but does not physically live at Lake Tanglewood
Orientation	General overview of Club operations and expectations of Members.
Personal Watercraft	A motorized vessel less than 15 feet in length designed to be operated by a person sitting, standing or kneeling on it rather than within the confines of a hull.
Privileges	Means the right to enjoy all recreation facilities offered by the Club.
Recreation Area	Means the lake and such other portions of the premises not included within the boundaries of the building lots subleased to or owned by members.

Regular Meeting	Means the Board of Directors meetings that are normally held in the Corporation Meeting Room on the second and fourth Tuesday of each month at 7:00 p.m. A Regular Meeting may be rescheduled, but notice of the rescheduled date must be posted in a conspicuous place.
Resident Sticker	Member physically residing at Lake Tanglewood Means the Membership Sticker that is to be affixed to all motor and electric vehicles and watercraft belonging to the member.
Suspension	Means action by the Board of Directors to deny a member the right to enjoy all recreational facilities offered by the Club.
Transfer Fee	The amount charged by the Corporation to transfer a Membership from seller to buyer or from lessor to lessee.
Wake	White water waves that a vessel leaves behind as it moves through the water.

The masculine pronoun shall include the feminine and vice-versa when applicable.