

## TABLE OF CONTENTS

ARTICLE I	PURPOSE	3
ARTICLE II	GENERAL	3
ARTICLE III	SECURITY (revised 07/17)	3
ARTICLE IV	SALES of PERSONAL POSSESSIONS (added 6/04)	17
ARTICLE V	LAKES (revised 04/08)	19
ARTICLE VI	FISHING (revised 06/15)	23
ARTICLE VII	SWIMMING POOL (revised 06/15)	25
ARTICLE VIII	ANIMAL CONTROL (revised 12/13)	28
ARTICLE IX	SIGNAGE (revised 12/10)	30
ARTICLE X	RV RULES (revised 05/06)	34
ARTICLE XI	VEHICLE & TRAILER STORAGE (revised 03/08)	35
ARTICLE XII	GOLF (revised 12/14)	39
ARTICLE XIII	ACTIVITY ROOMS (revised 3/14)	44

ARTICLE XIV	LESSEE ASSOCIATES (revised 12/15)	46
ARTICLE XV	FINANCIAL (revised 06/05)	50
ARTICLE XVI	LOT SALES (revised 04/03)	54
ARTICLE XVII	MEMBERSHIP (revised 12/10)	56
ARTICLE XVIII	FINES AND PENALTIES (revised 1/17)	58
ANNEX 1	REGISTRATION (revised 01/02)	64
ANNEX 2	AUTHORITY FOR EXPENDITURE (revised 04/02)	65

## RULES and REGULATIONS

### ARTICLE I. PURPOSE

These rules and regulations provide for the orderly control, management and reasonable enforcement of the Hide-A-Way Lake Club, Inc. rules, regulations, bylaws, and deed restrictions and for the protection of Club property and interests.

### ARTICLE II. GENERAL

#### Section One. Violations.

1. Any violation of these rules may subject the responsible member to a fine, suspension of privileges, expulsion or any combination thereof.
2. Fines for certain violations are listed in Article XVIII. Any cited violation of a rule not listed shall be referred to the Community Compliance Committee in accordance with Article VIII, Section Six of the Bylaws.
3. Repeat offenders of any of the provisions described in these rules may be referred to the Community Compliance Committee for appropriate action. For purposes of these rules the period of calculating repeat offenses shall be any six-month period.

#### Section Two. Administration.

All fines and penalties shall be administered by the General Manager upon receipt of a citation or other notification of an offense or upon receipt of a letter from the Community Compliance Committee advising that a fine or other penalty has been assessed.

Any fine or penalty except those assessed by the Community Compliance Committee may be appealed to the General Manager. All other appeals shall be filed in accordance with Article VIII, Section Six of the Bylaws.

Fines may be paid at the Hide-A-Way Lake club office. Non-members shall pay only in cash, money order, or cashier's check. If not received within ten (10) days, the fine shall be posted to the responsible members' account.

After ten (10) days non-member service providers and vendors will be barred from Club property until the fine is paid.

## ARTICLE III. SECURITY

### Section One. Definitions.

1. Curfew Hours means 11:00 p.m. to 6:00 a.m. Sunday night through Thursday night and 12:00 a.m. midnight to 6:00 a.m. Friday through Saturday night.
2. Emergency means a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent bodily injury or loss of life or dealing with any type emergency situation.
3. Minor means any person under eighteen (18) years of age who has not been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family code.
4. Parent means a person who is (a) a natural or adoptive mother or father of a minor (under the age of eighteen (18) years) and authorized by a natural or adoptive mother or father of a minor or court appointed guardian to have the care and custody of the minor.
5. Public Place means any street, alley, highway, sidewalk, playground, park, plaza building, or other place (a) used by or (b) open to HAWL members and legal guests and owned, operated or leased by Hide-A-Way Lake Club to another.
6. Private Place means any lot, residence or other type property or building not owned by Hide-A-Way Lake Club but owned by another.
7. Remain means to linger or stay unnecessarily or fail to leave the premises when requested to do so by a security officer or the owner, operator, or other person in control of the premises.
8. Non-family Guest is any one not related to a member to at least the second degree.

### Section Two. Access.<sup>1</sup>

1. Members
  - A. All members of Hide-A-Way Lake Club, Inc., (hereinafter referred to as “the Club” or “Club”), shall be entitled to access the property at either the north or south gate security office at any time it is open.
  - B. Members’ vehicles shall permanently display the required Club vehicle decal in accordance with directions appearing elsewhere in these rules.
  - C. Any club member may grant one (1) family member authority as his/her proxy to grant access to visitors provided the family member is at least eighteen (18) years of age and provided such family members have been identified in writing to

---

<sup>1</sup> Revised Board Meeting 3/16/15

Security by name, address, telephone number and age. Visitors granted access under this rule shall proceed directly to the location for which they have been cleared. Members granting such authority to family members, assume full responsibility for actions by visitors granted access by proxies.

2. Renters

- A. Renters shall be granted entry into the Club the same as members.
- B. For the purposes of this section and unless specifically excluded elsewhere in these rules, renters shall have the same rights of access and rights to grant access as members.

3. Visitors

- A. Visitors shall be granted access to Club property upon request by a member or renter. Members shall make their request to the appropriate security gate by telephone or in writing. At the time of the request, the member must provide his/her name, address, and Personal Identification Number (PIN). Members are solely responsible for the security of their PIN and are urged to secure them from unauthorized individuals. In the interests of overall security at the Club, members shall be held responsible for the actions and behavior of each person (family members, guests, renters and renters' guests) granted access upon the member's request.
- B. Guests who intend to stay with a member for longer than one (1) day may be granted a "hold pass" upon request by the member for a period not to exceed seven (7) days. Guests must check in at the gate each time they enter the property, but need not be called in each time.
- C. Non-members may drop off children of members from school without prior clearance, provided the non-member surrenders his/her drivers' license to Security upon entry and retrieves it upon exit. The Security guard on duty shall note the time of entrance, record the name of all passengers, and advise the driver to exit the property with all non-member passengers or children of non-members within thirty (30) minutes. Failure to observe these rules may result in denial of this privilege, other sanctions as described in Article XVIII of these rules or as assessed by the Community Compliance Committee.
- D. Close relatives (to at least the second degree) may be granted access on a permanent basis provided the responsible member authorizes it in writing to Security. Such persons must, nevertheless, check in with Security at each time of entry.

- E. The General Manager or Chief of Security may cause to be removed from Club property any non-member who violates Club rules. Access shall be denied to such persons until the General Manager is satisfied they pose no threat to Club property or amenities.

#### 4. Service Providers

##### A. Types of Access.

1. **Community Services Providers.** Community services providers include governmental agencies, public safety personnel on official business, utilities maintenance personnel, and major delivery services utilizing clearly marked agency or company vehicles and appearing to be legitimate occupants of such vehicles. Specifically included in this category are school buses, postal deliveries, express service deliveries, newspaper deliveries, law enforcement officers, firefighters, emergency medical responders, and health and food delivery companies serving a significant number of residents. Community services providers may be provided access without a pass or decal, provided that Security may undertake random checks of identification for such persons.
2. **Club Services Providers.** Club services providers include companies or persons who provide essential services to the operation of the Club, utilizing clearly marked agency or company vehicles and appearing to be legitimate occupants of such vehicles, for whom continuing access is authorized in writing to Security by the general manager or a department head. Examples of this category are food commodity suppliers, linen service companies, gasoline suppliers, office suppliers, and tool vendors. Club services providers may be provided access without a pass or a decal, provided that Security may undertake random checks of identification for such persons.
3. **Individual Service Providers.** Individual service providers include persons or companies who provide services on a regular, ongoing basis to individual members, utilizing clearly marked company vehicles and appearing to be legitimate occupants of such vehicles. Examples of this category are housekeepers, and lawn maintenance personnel. Individual service provider's employees may be issued a day pass, provided the responsible member authorizes it in writing to Security. The requesting member is responsible for the actions of any service provider or employee for whom a pass is requested. Individual service providers must stop at the gate, provide identification and state their destination(s). Security shall maintain a log of all such entries.
4. **Short Term Service Providers.** Short term service providers are persons or companies who provide services on a short term or temporary basis. Examples of this category are home repair persons, septic tank service companies, tree or landscaping services, painters, building contractors, and construction workers. Building contractors include the contractor's employees and any subcontractors for a specific project who are listed by the builder and submitted to Security. Short term service providers shall obtain day

passes, authorized by the members being served, in the same fashion as other visitors to the Club. The requesting member is responsible for the actions of any service provider (including that person or company's subcontractors) or employee for whom access is requested. Short term service providers shall also submit a driver's license or other acceptable identification for recording by Security.

B. Conditions of Access

1. Individual Service and/or Delivery Providers. All service and delivery providers to the membership of the Club, parking longer than ten (10) minutes, are required to park on the individual's property, if adequate parking is available. If it is necessary to park on the street, the vehicle driver is responsible for taking appropriate safety precautions by parking to insure a safe flow of traffic and providing warnings with cones, flashing lights, etc. They shall not park on the street on crests of hills and they shall not park on the street within one hundred (100) feet of a crest of a hill. Fines will be levied in accordance with Article XVIII of the Rules & Regulations under Other Illegal Parking and/or Reckless Conduct. Continued violations may result in appearing before the Community Compliance Committee and being barred from access to Hideaway.

2. All service providers and their employees are required to observe the rules and regulations of the Club, as a condition of access, and may be required to provide identification at any time. All service providers are responsible, in addition to the responsibility assumed by the member requesting their access, for their own actions and behavior, as well as for their employees, subcontractors, or any other persons accompanying them within the Club. All service providers are subject, as a condition of access, to penalties for violations, as set forth in the Club rules and regulations, including fines and/or forfeiture of access privileges. The provisions for access provided for under this section are a privilege and may be terminated at any time that Security or the Club general manager determines that a service provider has violated rules and regulations and/or poses a potential threat to community security.

5. Vendors

A. Vendors, contractors, sub-contractors and any other commercial interest operating on Club property are subject to these rules and regulations while they are on Club property and will be subject to the penalties and fines as set forth in Article XVIII of these rules or as assessed by the Community Compliance Committee.

B. Owners or lessors of commercial vehicles or vehicles representing a commercial establishment are responsible for all persons operating or riding in or upon said vehicles. Failure to comply with these rules may result in penalties or fines as described in Article XVIII of these rules or as assessed by the Community Compliance Committee.

6. Prospective Buyers of Real Estate

- A. Escorted Prospects. Realtors shall escort prospects onto the property by vouching for them at the gate. Non-member realtors must show a current real estate license and one (1) other picture identification. Both member and non-member realtors shall be responsible for the actions of their prospects while on the property.
- B. Contracted Buyers. Persons under contract to purchase a lot and/or home may be provided with day passes for access to the property being purchased only to carry out inspections, repairs, or other pre-closing functions, provided that the Club receives proof of a purchase contract and an application for membership.

7. Real Estate Professionals.

- A. Inspectors, appraisers, and other real estate professionals associated with real estate transactions may gain access by showing their professional license and picture identification. Security shall note the vehicle make and license number.

8. Access to Club Member Organization Events

Club member organizations, such as, but not limited to, church, civic clubs, and fund raising clubs within the Club may grant access to visitors subject to the requirements listed herein. Club member organizations shall notify their visitors of the Club rules and regulations by directing them to the Club web site. The Club member organization designated resident member(s) shall be responsible for the organizations visitors' violation of Club rules and regulations, while the visitors are within the Club boundaries. Any organizations visitor violation, when presented to the organization by Security, shall be resolved to the satisfaction of the rules and regulations within thirty (30) calendar days of presentation or the privilege to grant visitor access by the organization shall be suspended until the violations are resolved.

- A. Events that occur on a regular (weekly or monthly) basis shall provide event participant names in writing to Security. Such lists shall be updated at intervals required by Security, but in no case less often than semi-annually. Such lists shall be provided by an organization's designated responsible Club member(s) of the event activity. Persons requesting access to said event whose names are not provided on said lists may request gate Security to contact the event organizations designated Club member (s) contact for entry access. If the designated Club member(s) cannot be contacted by Security, Security may allow access provided the Club member organization has a signed and witnessed agreement with the Club listing the Club member(s) that shall be responsible for such visitor(s).



- B. Events that occur on a singular, non-repeating basis (cannot reoccur within six (6) calendar months) shall provide a list of participant names in writing to Security. Such lists shall be provided by an organization's designated responsible Club member(s) of the event activity. Persons requesting access to said event whose names are not provided on said lists may request gate Security to contact the event organizations designated Club member contact for entry access. If the designated Club member(s) cannot be contacted by Security, Security may allow access provided the Club member organization has a signed and witnessed agreement with the Club listing the Club member(s) that shall be responsible for such visitor(s).
  
- C. Organization fund raising event(s) where tickets are sold to the general public to raise funds for charitable organizations shall print ticket with the notation "Bearer of ticket shall be responsible for observing Hide-A-Way Lake Club Inc., rules and regulations which may be found on the Club web site at [www.hideawaytexas.net](http://www.hideawaytexas.net)." The fund raising organization shall designate a Club member(s) as the designated responsible Club member(s) of the event activity. Persons requesting access to said event who do not have a ticket may request gate Security to contact the event organizations designated Club member contact for entry access. If the designated Club member(s) cannot be contacted by Security, Security may allow access provided the Club member organization has a signed and witnessed agreement with the Club listing the Club member(s) that shall be responsible for such visitor(s).
  
- D. Security shall utilize a form of pass for organization event visitors. Each visitor destination, such as, but not limited to, the church, Lodge, or Club House shall have a distinctive colored pass that is different than the color of the pass used for member visitors and shall bear the date of issue on the pass. This right of access does not grant or imply the right to travel to destinations other than the specific activity for which access is provided or to make unsolicited visits to the homes of Club members.
  
- E. Security shall record the driver's license information of visitors not on an organization's list and may record the driver's license information of visitors on an organizations list.

9. Estate and Home Sales Visitors

Persons whose purpose is to attend an estate sale or to visit a home for sale by an owner may be called in as visitors by members, who are responsible for their actions while within the Club.

Members are encouraged to obtain identification information for such persons before requesting that they be admitted and to advise Security of the purpose for their visit.

Security may, if it deems necessary or advisable, request and record driver's licenses or other identification information for such visitors.

### Section Three. Vehicles.

#### 1. Registration

- A. All motor-powered vehicles of any type to be used within the confines of the Hide-A-Way Lake Club, Inc. shall be registered with the Security Department in accordance with Security Rules and Regulations. All vehicles owned by members and vehicles owned by non-member residents must display a Hide-A-Way Lake decal in an approved location on the vehicle. Decals shall be issued based on a system of classification approved by the Board of Directors. New decals, differentiating between the then current decals shall be issued no later than every four (4) years.

No registration or permission to operate a vehicle may be given by Security for any automobile, truck, motorcycle, or other motor-driven vehicle which does not have a valid state license and state-required safety inspection certificate.

No such registered motor-powered vehicle may be operated by anyone other than a person possessing a valid operators license issued by the State or Texas or an entity approved by the State of Texas on a reciprocal basis.<sup>2</sup>

- B. Issuance of a decal requires completion of an application form available at the south security gate.

- C. Types of decals available:
1. Member and resident family member.
  2. Non-attached member.
  3. Non-member, renter.
  4. Staff.
  5. Cohabiting guest.

- D. Decals will be placed on the vehicle by Security personnel at the south security gate. To obtain a decal the following information must be provided upon application.

1. Permanent license plates must be attached to the vehicle in accordance with state rules.
2. Title or registration.
3. Proof of liability insurance.
4. Safety inspection decal.
5. Member identification.

---

<sup>2</sup> Revised 05/17/04 Board Meeting

Pending issuance of permanent license plates, title, or registration information for newly-purchased vehicles, temporary decals or multi-day passes may be issued to members or renters who provide adequate proof-of-purchase information. (Insurance, safety inspection, and identification information is still required). Temporary multi-day passes may also be issued to members or renters who must utilize rental cars or other temporary transportation while their registered vehicle is disabled or otherwise unavailable. <sup>3</sup>

- E. When vehicles containing a HAWL decal are sold or otherwise disposed of, the HAWL decal is to be removed and returned to Security.
- F. All vehicles with properly obtained and displayed HAWL decals may enter or exit HAWL property without stopping.
- G. All vehicles without HAWL decals must use the left lane and stop at the Security station for identification of the vehicle and its occupants before being cleared to enter. Once properly identified and cleared, these vehicles may be issued a Visitor Pass, which must be placed on the windshield and remain there while the vehicle is on HAWL property.
- H. Any person operating a vehicle within HAWL without a proper decal, gate exception pass or current visitor pass will be considered trespassing and be subject to removal by Security.
- I. Special non-attached member decals (displayed on dash versus windshield) are available to members who complete the appropriate application, provide justification and pay a \$25.00 deposit. Issuance of these decals is at the discretion of the General Manager.
- J. All motor-powered vehicles admitted to the confines of the Hide-A-Way Lake Club for business or commercial purposes or belonging to - or operated by guests of members shall conform to the standards set by the Club for similar modes of transportation.<sup>4</sup>
- K. Vehicles owned by the Hide-A-Way Lake Club and operated by Club employees wholly within the boundaries of the Club are exempt from the requirements of state licensing and safety inspection certification.<sup>5</sup>

2. Operation

---

<sup>3</sup> Revised 08/18/03 Board Meeting

<sup>4</sup> Revised 05/17/04 Board Meeting

<sup>5</sup> Revised 05/17/04 Board Meeting

- A. Any vehicle operating on HAWL property may be stopped for reasonable cause by HAWL Security personnel for the purpose of determining the identification of all occupants of the vehicle.
- B. All vehicles operating on HAWL property shall adhere to the posted speed limits. Violations of this rule will subject the responsible person to penalties or fines as set forth in Article XVIII of these rules.
- C. Unlicensed motor vehicles such as golf carts, go-carts and similar vehicles are prohibited from being operated on HAWL streets and roads. Golf Course maintenance vehicles driven by employees are exempt from this rule.
- D. All riders of motorcycles and/or motorbikes shall abide by Texas laws pertaining to the wearing of helmets. Note: Current law makes the wearing of helmets mandatory for riders under the age of 21 and optional for riders 21 and older provided proof of at least \$10,000 medical insurance is provided.
- E. All Texas laws pertaining to the operation of motor vehicles, including motorcycles/mopeds, etc., apply to their operation within HAWL.

3. Parking

- A. All members shall be responsible for providing adequate permanent parking within their own property for vehicles used by the occupants of the property. Such parking must be in compliance with all other rules, regulations, and codes. No person shall rely upon or make use of Club common property, facilities, amenities, or associated parking areas in lieu of parking required to be provided within their own property for the occupants thereof.<sup>6</sup>
- B. Permanent parking (over 48 hours) of motor vehicles, recreational vehicles, trailers and boats on HAWL property, including parkways is prohibited. See paragraph III C (6) of the Deed Restriction for rules regarding the use of parkways.
- C. Permanent parking (over 48 hours) of recreational vehicles, large trucks, boats and trailers within the front and side setbacks that face the street on any lot is prohibited. Setback distances are defined in the Building Code, Part II A, Part III and Part IV A (6). Any structure built to house such a vehicle which violates this rule at the time of adoption shall be allowed to remain until such time as the structure is dismantled provided the structure was built with permission of the HAWL Club. Parking pads, which do not violate the parkway restriction and were built with permission of the Club but now violate this rule shall be allowed to remain until such time as the property is sold or rented.

---

<sup>6</sup> Revised 9/20/04 Board Meeting (effective 10/20/04)

- D. Temporary or permanent parking of any commercial vehicle larger than Two Ton is prohibited within the confines of Hide-A-Way Lake Club, Inc. This would include tractor-trailers and or single tractors except for local deliveries by vendors. Vehicles already displaying an approved Hide-A-Way Lake Club Decal will be permitted access until such time that vehicle is sold or otherwise disposed.<sup>7</sup>
- E. Temporary Storage Unit, e.g. PODS-Portable On Demand Storage Temporary storage units, e.g. PODS, must be permitted and limited to 30 days.<sup>8</sup>

Section Four. Behavior.

1. Curfew

- A. A curfew shall exist on HAWL property for all minors as defined herein.
- B. A minor is in violation of the curfew if he or she remains in or on any public place during curfew hours.
- C. A parent of a minor (member or renter), who has cleared a minor to be a guest in their home or otherwise temporarily provides housing for a minor is in violation of this rule if he or she knowingly permits, or by insufficient control allows the minor to remain in or on any public place during curfew hours.
- D. It is an affirmative defense to a violation of this rule that the minor was:
  - Accompanied by the parent.
  - Engaged in an employment activity.
  - Involved in any emergency, or
  - Attending any official school activity or religious activity or returning home from any official school activity or religious activity.
- E. A minor who violates this rule and fails to provide proper identification or otherwise fails to cooperate with Security may be detained by Security until such time as the matter is resolved.
- F. Any violator of this rule shall be subject to citation and penalties as provided in Article XVII of these rules.

---

<sup>7</sup> Revised Board Meeting 7/17/17

<sup>8</sup> Revised Board Meeting 1/21/08

## 2. Fireworks Restrictions

“Fireworks” means and includes any combustible substances or articles prepared for the purpose of producing a visible or audible effect by combustion, explosion, detonation, or deflagration and includes firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, Daygo bombs sparklers, squibs, fireballs, star shells, blank cartridges (except used in starter pistols), toy pistols, cannons, canes or guns in which explosives are used, or other articles or substances within the commonly accepted meaning of the term “fireworks”.

No person, firm, partnership, corporation, or association shall use, discharge, cause to be discharged, ignite, detonate, fire, otherwise set in action, sell, or manufacture any fireworks of any description.

Fireworks displays by qualified pyrotechnics technicians, which are arranged and sponsored by the Club, shall be exempt from this provision, as well as other fireworks displays approved at least 30 days in advance by the Board of Directors.

Violations of this section shall be punishable as set forth in the Fines and Penalties section of these rules. <sup>9</sup>

## 3. Solicitations

- A. Solicitation for commercial purposes is prohibited. Door-to-door solicitation by members and their families for charitable, civic or political purposes is permitted provided the responsible member notifies Security of the time and general location the solicitation will take place. Trick- or-treaters at Halloween are exempted from the notification requirement.

## 4. Abuse of Security Officers or HAWL Employees

Abuse or hindrance of a Security officer or any HAWL employee in the performance of his/her duties will subject the responsible person to citation and penalties or fines as provided in Article XVIII of these rules.

Abuse of a Security officer or any HAWL employee shall include but not be limited to uses of abusive, indecent, profane or vulgar language toward a Security officer or employee while in the performance of his/her duties; or making an offensive gesture or display in a public place which tends to incite an immediate breach of the peace.

---

<sup>9</sup> Revised 7/21/03 Board Meeting

5. Use of Amenities

- A. Except as provided in paragraph B below, when using any amenity, non-family guests must be accompanied by the member or family member responsible for their access.
- B. Members are not required to accompany guests:<sup>10</sup>
  - 1. at the golf course, but registration of guest(s) is required in accordance with Golf Rules and Regulations.
  - 2. at the swimming pool, but registration of guest(s) is required in accordance with Pool Rules and Regulations.
  - 3. at the lakes, family guests and guests may fish in accordance with Fishing Rules and Regulations.
- C. The General Manager may make exceptions for employees or guests at his discretion.

Section Five.<sup>11</sup> Enforcement

- A. Enforcement of these rules will be accomplished during the normal course of Security's routine patrols and activities. Under no circumstances will Security go beyond what is considered prudent and reasonable in the enforcement of the rules.

Section Six. Reporting of Crimes.

If the Hide-A-Way Lake Club is the victim of a criminal offense involving Hide-A-Way Lake Club property, an official report will be made to the Smith County Sheriff's Department and to the Constable's Office as soon as possible after the offense is discovered. It will be noted on the report that the contact person regarding the offense will be either the General Manager or the Chief of Security.<sup>12</sup>

Section Seven. Ownership of Club-Issued Identification

All cards, decals, or other forms of identification issued by the Hide-A-Way Lake Club, Inc. to members, non-member residents, or other persons remain the property of the Club and may be recalled for cause, including abuse of privileges or violations of Club rules, at any time. All Club-issued identification automatically expires at the termination of membership or, in the case of a lessee associate, at the termination of residency and should be immediately returned to the Club administrative office.

---

<sup>10</sup> Revised 06/15/15 Board Meeting

<sup>11</sup> Revised 12/20/2010 Board Meeting –Removed Old Section 5.Emergencies

<sup>12</sup> Revised 08/18/03 Board Meeting

Refusal to return Club-issued identification when directed to do so is a violation of these Rules and Regulations.<sup>13</sup>

## Section Eight. Community Nuisances

### A. General

No person shall commit acts, maintain property, or generate conditions, which constitute a community nuisance. Nuisances include those acts or conditions which unreasonably interfere with other persons' enjoyment of their property, which impair the condition or enjoyment of common or private property, which are persistently and unreasonably annoying or obnoxious, and/or which are an affront to public decency or order.

### B. Specific Nuisances

Community nuisances shall include but shall not be limited to the following described acts and conditions.

#### 1. Littering

It shall be a community nuisance and a violation of the Club Rules and Regulations for any person to throw, leave, or dump any litter, debris, rubbish, or solid or liquid waste on any street, parkway, park, golf course, lake, or other common property or on any private property. Persons placing garbage or other waste at the street for scheduled pickup shall ensure that it is contained in a manner, which prevents it being blown onto other properties or invaded and spread by animals.

#### 2. Excessive Noise

(1) It shall be a community nuisance and a violation of the Club Rules and Regulations for any person to make, generate, or continue any unreasonably loud or disturbing noise which substantially impairs the enjoyment of common or private property and is offensive to persons in the vicinity of the noise.

(2) Examples of noise nuisance violations include playing a musical instrument, operating amplified sound or musical equipment, operating automotive or mechanical equipment, or keeping animals or birds which generate unreasonably loud or disturbing noise.

(3) The following shall be regarded as prima facie evidence that a noise is unreasonably loud or disturbing and constitutes a community nuisance:

Complaints are made to the Security Department by at least two persons residing on different properties;

A complainant and an investigating security officer both determine that a noise is unreasonably loud and disturbing;

A noise is plainly audible to a security officer from within another occupied structure;



The noise is plainly audible at a distance of 100 feet from the source of the sound or the boundary of the private property where the sound was generated, whichever is greater.

Notwithstanding the above provisions, the noise generated by the following shall not be regarded as noise nuisances:

Construction equipment noise when such equipment is properly maintained and operated between the hours of 7:00 a.m. and 7:00 p.m.

Normal operation of properly maintained automobiles and boats;

Safety signals, warning devices, and emergency vehicle sirens;

Lawn mowers and landscaping equipment operated between the hours of 7:00 a.m. and 7:00 p.m.

Normal recreational and social activities conducted within parks between the hours of 7:00 a.m. and 11:00 p.m.

Sounds from special events, such as festivals, holiday celebrations, or special events sponsored or endorsed by the Club for the enjoyment of all residents.

### 3. Property Maintenance Nuisances

It shall be a community nuisance and a violation of the Club Rules and Regulations for any person who owns or occupies a property to allow or create conditions on that property which are dangerous, which are prejudicial to public health, which may tend to harbor vermin, or which significantly impair the enjoyment or value of adjoining property. Property maintenance nuisances include but are not limited to:

- (1) Uncontrolled growth of grass or weeds to a height in excess of eight inches;
- (2) Accumulation of animal or vegetable matter that is offensive by virtue of odors or its attractiveness to rats, mice, snakes, or vermin;
- (3) Accumulation of rubbish, trash, junk, or building materials which causes or threatens to cause a fire hazard, causes the accumulation of stagnant water, or provides habitation for rats, mice, snakes, or vermin;
- (4) The presence of vehicles which are junked, inoperative, rusting, or lacking current licenses or safety inspections.
- (5) The creation of conditions, such as standing water, to which tend to breed mosquitoes.
- (6) Obstruction of natural drainage in a manner that damages other properties and obstruction of- or interference with the operation of parkway drainage facilities.

### 4. Disorderly Conduct

It shall be a community nuisance and a violation of the Club Rules and Regulations for any person to engage in disorderly conduct as set forth in Section 42.01 of the Texas Penal Code.<sup>14</sup>

## Section Nine. Underage Drinking<sup>15</sup>

Underage Drinking. No person under the age of 21 shall possess or consume any alcoholic beverage on any common property of the Club, including streets, community buildings, lakes, beaches, parks, golf course, and all other common properties of the Club.

## ARTICLE IV. SALES of PERSONAL POSSESSIONS<sup>16</sup>

### A. Individual Household Sales

Members and renters may conduct general sales of personal household possessions at their homes under the following conditions and limitations.

1. A permit shall be obtained at least 48 hours in advance from the Club administrative office and a nonrefundable permit application fee of \$25 shall be paid. No sale shall be conducted without a permit, and permits may be revoked for sales conducted in a manner inconsistent with these regulations.
2. No items for sale may be placed in the front yard, the driveway, an open garage, or any other location readily visible from the street.
3. The sale may not be advertised by any means designed to attract buyers from outside Hide-A-Way Lake, including, but not limited to, signs, flyers, posters, published advertising, or broadcast advertising designed to attract outside customers. The sale must comply with the Club sign regulations, and no signs for the sale may be placed on the premises.
4. Only Hide-A-Way Lake residents and their personal guests may attend and purchase items being sold. In addition, persons to whom permits are issued, as well as their duly authorized agents, may request, at least one week prior to the sale, admission to the sale by up to 10 non-residents; such admissions must be approved by the general manager or his designee, who may require reasonable information to confirm identification, and must be escorted from and to the gate and the sale by the permit holder or their duly authorized agent. "Blind" call-ins of persons to attend such sales are prohibited.
5. Sales are limited to two days in length, must be conducted within the hours 8:00 a.m. to 4:00 p.m., and may not be held within 300 feet (measured along street frontages) of another sale on the same day(s). If the Club receives more than one application that does not comply with this limitation, the permit will be issued on a first-come basis.
6. Each household is limited to one sale in a 12-month period.
7. Permit holders are responsible for parking and traffic control associated with the sale. Sales shall not create a nuisance by reason of problems with traffic, parking, noise, litter, or other nuisances.

---

<sup>15</sup> Revised 10/17/05 Board Meeting

<sup>16</sup> Added 6/21/04

B. Community Sales

1. Up to two one-day sales may be held each year – one in the period January-June and one in the period July-December – to allow sales of personal possessions by multiple households. Such Sales shall be held in a Club-approved location and must be sponsored by a not-for-profit community organization within Hide-A-Way Lake.
2. The sponsoring organization may charge a reasonable fee for participation in such sales provided that at least 50 percent of the proceeds are used for activities or projects to benefit the Hideaway Lake community.
3. Permits to conduct such sales shall be issued on a first-come basis each year, except that each organization is limited to one permit if there is more than one applicant.
4. Only Hide-A-Way residents and their personal guests may attend a sale and purchase items being sold.

C. Negotiated Sales of Individual Items

Negotiated sales of individual items of personal property on an occasional basis shall not be regarded as “general sales” within the meaning of these rules and shall not require a permit.

D. Interpretation and Enforcement

The Hide-A-Way Lake Deed Restrictions (a) provide that all lots shall be used for residential purposes, (b) prohibit business usage if such use entails multiple business-connected vehicle parking, and (c) prohibit visible storage of merchandise on lots. For purposes of Club enforcement of the deed restrictions, the conduct of sales within the provisions, conditions, and limitations of this rule shall not be regarded as deed restriction violations.

E. Penalties for Violations

1. Any sale found to be in violation of these rules shall be immediately discontinued.
2. The first violation of these rules within a six month period shall result in a formal warning, the second violation shall result in a \$200 fine, and the third violation shall result in a \$300 fine.

ARTICLE V. LAKES <sup>17</sup>

Section One. Ownership & Registration.

All boats, powered and non-powered (including paddleboats) of any type to be used by members within the confines of the Hide-A-Way Lake Club, Inc. shall be registered with the Security Department in accordance with Security Rules and Regulations. Motor-powered boats do not require licenses or certificates issued by the State of Texas for public waters in order to operate on the lakes of Hide-A-Way Lake. Proof of ownership is required for registration.

1. All boat owners must obtain a copy of the Lake Rules and Regulations and are responsible for their faithful and conscientious observance. The Security Department is authorized to enforce the Lake Rules and Regulations, and all boaters shall promptly comply with instructions issued by a security officer or lake patrol officer pursuant to those rules.
2. All boats owned by members must display a Hide-A-Way Lake decal in an approved location of the left front of the boat.
3. Any person operating a boat without a proper decal will be instructed to leave the lake until a decal is secured.
4. Continued operation of a boat without a decal is a violation of the Rules and Regulations and shall subject the operator and the member-owner to removal of their boat and/or a fine.<sup>18</sup>
5. NO jet skis are allowed.
6. The usage of “water bladders” or any other weight intended to create a larger wake in boats is strictly prohibited.

#### Section Two. Boat Slips: Rental and Assignment

Boat/Barge slips owned and maintained by Hide-A-Way Lake Club may be rented through the Security Office as directed. The Lakes & Amenities Committee shall recommend to the Hide-A-Way Lake Board of Directors the annual cost of the rentals.

The rental of Boat/Barge slips shall be in accordance with the Boat and Barge Slip Rental Agreement, as modified from time to time.

#### Section Three. Rules of Operation

No gas-powered boats are allowed at any time on the fishing lake.

The direction of travel for all vessels on Club lakes is to be counter clockwise. Any failure to comply with this rule will be considered a violation and shall subject the boat operator to a fine and/or removal from the lake.

Sailboats shall have the right-of-way on lakes.

Idling speed limit will be observed south of the buoys on the Middle Lake.

---

<sup>18</sup> Revised 05/17/04 Board Meeting

All boats on Club Lakes shall have running lights turned on when travelling after dark and IDLE SPEED ONLY WILL BE REQUIRED AFTER 8:00 p.m. MONDAY THROUGH FRIDAY AND AFTER 7:30 p.m. SATURDAY & SUNDAY FROM APRIL 1<sup>ST</sup> TO SEPTEMBER 30 AND 30 MINUTES PRIOR TO SUNSET AT ALL OTHER TIMES. When not at a dock, boats that are anchored and/or trolling on lakes after dark MUST have a white “anchor” light on. No boat shall be operated after 10:00 p.m. in a manner that will disturb residents or other boaters (noisy operations, spot lights, etc.).

Life jackets and fire extinguishers are required on all boats as follows:

All vessels, including canoes and kayaks, must be equipped with one type I, II, III or IV wearable Personal Flotation Device (PFD) for each person on board.

All children under 13 years of age in all boats/canoes and kayaks must wear a U.S. Coast Guard approved personal flotation device (PFD) while the boat is underway. (Underway means not at anchor, made fast to the shore or ground).

Vessels 16 feet and longer, excluding canoes and kayaks, are required to be equipped with one Type IV throwable Personal Flotation Device IN ADDITION TO the individual personal Flotation Device required for each person on board.

Reckless handling of boats will be considered a flagrant violation of these rules and will subject the violator to a fine and/or removal from the lake.

At any time during the year, if the lake level of the Middle and/or the 3<sup>rd</sup> Lake is 8” above the pool/spillway level, the entire lake shall be designated as a “NO WAKE” zone.

That area on the Middle Lake between the islands and the western shoreline and the narrow area of the third lake are designated channels. Boats in these areas shall not stop or idle at slow speeds in the area unless it is to pick up a fallen skier. Boats should travel through these areas as quickly and safely as possible. Fishing is permitted in these areas provided that the fishing boat does not interfere with the safe passage of any other boat.

All motor-powered water craft must be operated in accordance with the Texas Water Safety Code and the published rules and regulations of the Hide-A-Way Lake Club, Inc. In the event of a conflict between the Texas Water Safety Code and the published rules and regulations of Hide-A-Way Lake Club, the more restrictive rules shall apply. 19

#### Section Four. Skiing and Boating.

Remember wakes break! Texas law states that you are responsible for damage by your wake. Please look behind you and note what your wake is doing to others. Skiing and

most other boat operations at other than a slow speed should be conducted as far from shore as possible.

Ski boats, pulling skiers, wake-boarders, inflatables, or similar devices must at all times have a minimum of two persons aboard. One is to be the boat operator and the other will be a responsible observer. Skiers must wear personal Flotation Devices (PFD).

All boats and barges operating above idle speed and skiers must stay at least 100 feet from the shoreline and any designated swimming areas, as defined by marker buoys. The exceptions to this are skiers starting and ending their ski run. Boats pulling skiers should keep at least 100' distance from other boats. It is not possible to safely maintain these distances in the channel areas of the Middle and third lakes. In these areas, all boats should stay as far away from other boats and the shoreline as possible.

Boat operators must be 16 years of age or older to operate a boat powered by a motor, unless:

- A. You are 13 years of age or older and have passed a boater education course approved by Texas Parks & Wildlife; or
- B. You are at least 13 years of age and accompanied by a person onboard who is 18 years of age or older.

Auto and truck tire inner tubes are prohibited on Hide-A-Way Lakes.

Skiing on the lakes is allowed during the following times:

- A. 1<sup>st</sup> Sunday in April to last Sunday in October:  
Monday Through Friday: 8:00 a.m. - 8:00 p.m.  
Saturday and Sunday: 8:00 a.m. - 7:30 p.m.
- B. All other times: 8:00 a.m. to 30 minutes before sunset

#### Section Five. Lake Patrol

Lake Patrol will be appointed for busy days on the lakes. The Lake Patrol will be well identified and their directions and requests are to be followed. Anyone refusing to do so will be in violation of these rules and regulations and will be subject to fines and/or referred to the Community Compliance Committee.

#### Section Six. Swimming

Hide-A-Way Lake Club, Inc. does not prohibit swimming in the Club Lakes, but does NOT provide lifeguards, and assumes no responsibility and/or liability for usage.

1. Swimming is allowed in the designated swimming area and beach adjacent to the Lodge on the Middle Lake from 7:00 am to 9:00 p.m. There are no club facilities for swimming on the Fishing Lake or the 3<sup>rd</sup> Lake.
2. Swimming and/or diving off the Hide-A-Way owned boat slips at the Lodge and Marina on the Middle Lake and swimming and/or diving off the Hide-A-Way owned boat slips on the 3<sup>rd</sup> Lake is prohibited.
3. Children 9 years old and under MUST be accompanied at all times by a parent or satisfactory party, regardless of swimming ability.
4. Proper swim attire must be worn at all times while swimming at the swimming area at the Lodge. Cut-offs are not allowed.
5. Our swimming and beach area on the Middle Lake has been designed to provide comfort, recreation and service for the entire membership. Members will be held responsible for damage done by their families and guests.
6. The following is PROHIBITED around the beach and any swimming area:
  - A. Glass containers
  - B. Bikes, skateboards and roller skates
  - C. Horseplay, running scuffling or harassment, or profanity of any kind
  - D. Dogs (except seeing eye dogs) and other pets. <sup>20</sup>
7. Swimming and diving off of private docks is discouraged. Any member allowing swimming and/or diving off their property or dock assumes full responsibility and/or liability.

## ARTICLE VI. FISHING

### Section One. Who May Fish<sup>21</sup>

1. Member, spouse and family member.
2. Family guest, persons of the member's family by blood or marriage limited to the following: parents, grandparents, sons and daughters and their spouses, brothers and sisters and their spouses, grandchildren and their spouses over the age of 16. A family guest under

---

<sup>20</sup> Revised 7/21/03 Board Meeting

<sup>21</sup> Revised 06/15/15

the age of 16 shall be accompanied by a person meeting the requirements of those who may fish who is over the age of 16.

3. Guests: A non-member using Club facilities at the invitation of a member when accompanied by the member, member's spouse or family member over the age of 16.
4. Renters: Renters and their family members in residence.

#### Section Two. Fish Size and Limits.

1. BASS:  
Release all Bass 14" and larger  
Three (3) Bass per day per household between 10 and 14 inches may be retained. This will include any bass caught by members' guests.<sup>22</sup>
2. CATFISH: No Limit
3. CRAPPIE: Release all smaller than 10"; may retain 10 per day over 10" per household, including those caught by members' guests.
4. BREAM: 10 Per Day, per household, including those caught by members' guests.

#### Section Three. Fines

1. Safety Violations: 1<sup>st</sup> Offense: Warning                      2<sup>nd</sup> Offense: \$ 100.00 fine
2. All Other Violations: 1<sup>st</sup> Offense: Warning                      2<sup>nd</sup> Offense: \$ 50.00 fine
3. Fishing Limit Violations: \$ 3.00 for each Bream over the limit  
\$ 5.00 for each Crappie over the limit  
\$ 10.00 for each Bass over the limit  
\$ 50.00 for each Bass over 14" (after the 1 allowed per year)

#### Section Four. Seines.

1. The uses of seines, cast nets and/or similar type netting are not permitted on the lakes

#### Section Five. Tournaments

All Fishing Tournaments are catch and release only.



All Fishing Tournaments on the Middle Lake will be conducted from the boat launch area beside the Marina building and on the third lake from the boat launch area on the North end. Tournament chairmen are responsible for this compliance.

#### Section Six.

1. Security or their appointed representative shall have the right to inspect live wells and/or fish baskets.

#### Section Seven. Trot Line Fishing (from October 15 through March 15)

1. Only HAWL Club members may put out trotlines and only after completing a Trot Line Registration form (Annex 1), which may be obtained from the Administration Office or Marina office as directed. Guests may accompany and assist members.
2. The purpose of this trot line-fishing program is to catch and remove large catfish from our lakes. Participants may use whatever lines, hooks and bait necessary to accomplish this. However, only legal equipment may be used.
3. Each line must be anchored and marked by buoys. Each line must be identified on each end with the owner's legible name and lot number.
4. Only legal fish bait may be used. NO GOLD FISH.
5. All trot lines must be checked by the owner(s) on a daily basis and any fish removed at that time. All Bass must be released. Keep all Catfish.
6. Jug fishing shall be guided by Trot Line Rules (a maximum of 10 jugs per lot number. Jugs must be tended to daily)
7. All participants in the trot line-fishing program must register using the form available at the Administration Office or marina office, as directed. prior to the beginning date of this program, stating:
  - A. The names and lot numbers of each person involved, should there be partners;
  - B. The number of lines that will be used and the number of hooks on each line;
  - C. The lake location of each line;
  - D. During these programs, participants must report to the Administration Office or marina office, as directed, twice a week, the number, length and weight of each type of fish caught.

8. The participants must remove all trot lines no later than sundown on the last day of the authorized period.

## ARTICLE VII. SWIMMING POOL<sup>23</sup>

### Section One. Operations.

1. The swimming pool will be open from the Memorial weekend in May through Labor Day weekend in September, weather permitting.
  - A. <sup>24</sup>The pool parking lot, beach, and parks shall close at 11:00 p.m. Funtier Park basketball court shall close at 10:00 p.m. Sunday-Thursday during the school year.
  - B. <sup>25</sup>Normal hours of operation are:  
  
Tuesday through Saturday  
6:00 a.m. - 9:30 a.m. Adult swim and aqua aerobics - No lifeguards on duty  
10:00 a.m. - 9:00 p.m. Open swimming - lifeguards on duty  
  
Holidays  
10:00 a.m. - 9:00 p.m. Open swimming - lifeguards on duty  
  
Sunday  
12:00 p.m. - 9:00 p.m. Open swimming- lifeguards on duty
2. The pool supervisor shall have discretion to close the pool earlier than 9:00 p.m. when there are less than five swimmers in attendance. The pool supervisor shall also have authority to close the pool for reasons of safety.
3. The Management reserves the right to ask anyone to leave the pool or deny admission to anyone who does not observe the pool rules or whose behavior(s) or action(s) are such that it is inconsistent with good health and safety practices, good discipline and good taste.
  - A. Lifeguards have complete authority in the pool area, lifeguards are on duty for the purpose of maintaining order and discipline in the pool area, as well as for the safety of the members and their guests. In order to maintain such, they are authorized to ban from the pool area such persons as, using their judgment, they consider are

---

<sup>23</sup> Revised May 21, 2007 Board Meeting

<sup>24</sup> Revised April 21, 2014 Board Meeting

<sup>25</sup> Revised April 21, 2014 Board Meeting

contributing to the discomfort of the membership at large or are in any way a barrier to maintenance of safety and sanitation.

- B. No one, member or guest, is permitted to swim when the pool area is not officially open.
- C. All accidents, however, minor are to be reported to the Pool Manager or lifeguard on duty immediately.

#### Section Two. Family Guest.

1. Members need to fill out a “Family Card” at the Member Services Building to use the pool. The “Family Card” will list all family members who will be using the swimming pool facilities.
2. Members' parents, grandparents, sons and daughters and their spouses, brothers and sisters and their spouses, grandchildren and their spouses.
3. Guests who are not listed on the “Family Card” will be charged a \$3.00 usage fee to be billed to the sponsoring member. Cards will be kept on file at the pool.

#### Section Three. Guests.

1. All swimmers, members and guests, must sign in at the lifeguard station before entering the pool. The Member's, member number and name must be logged on the sign-in sheet.
2. Members are responsible for the conduct of their guests, not to exceed four (4) guests per member per day.<sup>26</sup>

#### Section Four. Children.

All children under the age of twelve and all minors who are unable to swim must be accompanied by a responsible adult at all times in the pool area. Minors needing assistance of personal flotation devices must be within arms reach of parent or guardian at all times.

#### Section Five. Dress.

1. Proper bathing attire must be worn at all times while swimming. Cut-offs are not permitted. No hairpins or rollers in the pool.

---

<sup>26</sup> Board Meeting 06/15/15

2. Pool attire is not permitted in the Old Lodge.
3. Babies/toddlers (not toilet trained) must wear a swim diaper.

#### Section Six. Neatness of Pool Area.

It is the responsibility of the members to keep the area clean by disposing of all trash in the appropriate containers provided.

#### Section Seven. Responsibility for Damage

Our pool and surrounding areas have been designed and built to provide comfort, recreation, and service for the entire membership. Members will be held responsible for damage done by their families or guests.

#### Section Eight. Prohibited Activities and Objects.

The following objects, practices, and activities are prohibited in the pool area:

1. Glass containers (also prohibited in the beach area and designated lake swimming area).
2. Bicycles, skateboards, scooters, roller skates, and similar conveyances.
3. Horseplay, running, scuffling, harassment, or profanity of any kind.
4. Pets of any kind except seeing-eye dogs (also prohibited in the beach area and the designated lake swimming area).
5. Floating objects except for training or lifesaving equipment, except for swimming floats and aquatic toys approved by lifeguards as safe for use.
6. Hanging on the safety line in the pool.
7. More than one person on a diving board at any time, and diving in any area except the designated deep end diving area.
8. Diving off sides of pool backwards or doing flips of any kind.
9. Jumps and dives are to be executed from the front of the board, and from the standing position. No hand stands, or double bouncing.
10. Each diver must observe that the person in front of them has swum to the side or has cleared the area before beginning their dive.
11. No Alcohol allowed in pool area.
12. Smoking, in and around the pool area.
13. Talking to lifeguards except to inquire about pool rules, pool services, or to notify them of safety problems.

#### Section Nine. Private Pool Parties.

The HAWL pool is available to any HAWL member, in good standing, and the members' guests.

1. A private party may only be scheduled on Monday at the discretion of management.
2. The fee schedule for a private party is two-fold: Basic Fee \$50.00 for the first two hours and \$20.00 for each additional hour.

3. Any party with more than 50 swimmers must make prior arrangements through the General Manager's office.
4. There must be a minimum of two (2) lifeguards on duty at all private parties. It will be the responsibility of the member to pay each lifeguard at a rate of \$9.00 per hour.
5. There must be at least one (1) adult for every five (5) children swimming.
  - A. It is the responsibility of the member to leave the pool area in the manner in which it was found. All trash from the party shall be bagged and removed from the pool area.
  - B. All food, drinks and party foods will be provided by the member unless catered by the Club.

A release of liability must be signed by the member absolving HIDE-A-WAY LAKE CLUB, INC. of any and all claims and damages, which might occur from injury, accident or other incident.

All rules and regulations of HIDE-A-WAY LAKE CLUB, INC. must be followed and adhered to by members and all guests attending the party.

## ARTICLE VIII. ANIMAL CONTROL.

### Section One. Animal Limit.

A limit of three (3) adult dogs and three (3) adult cats per household shall be the rule.

### Section Two. Definitions.

When used in this regulation the following words and terms shall be interpreted as follows:

Wild animal - any poisonous or dangerous reptile, or any other animal which can normally be found in the wild state and not normally capable of being domesticated.

Vicious animal - any individual animal of any species that has on a previous occasion or occasions, without provocations, attacked any person.

Owner - any person, member or renter, having any animal which remains on or about the owner's premises.

Running at large - going on public or private property without the owner or another person having direct physical control of the animal. An animal on a leash held by the owner or keeper is considered to be under direct physical control. When animals are not on a leash, they must be restrained, either behind a fence or some other enclosure of sufficient strength and/or construction that will prevent their escape (including buried electronic

fences). Running at large may result in impoundment of the animal or in the issuance of one or more violation notifications and/or fines.<sup>27</sup>

Stray animal - any animal for which there is no identifiable owner.

Rabies vaccination - the vaccination of a dog, cat or other domestic animal with an anti-rabies vaccine approved by the United States Department of Agriculture and administered by properly authorized personnel.

Nuisance - The following shall be considered a public nuisance and shall be unlawful:

The keeping of any animal, which because of the frequent or recurring barking, noise, threat, or disturbance of the peace, shall disturb any person with aggravations or fright.

The keeping of any animal in such a manner as (a) to endanger the public health; (b) to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors; (c) to be considered a hazard to any other animal or human being; (d) to permit its continued presence on the premises of another;

All animal pens, stables or enclosures in which any animal may be kept or confined which from use have become offensive to a person in the vicinity.

### Section Three. Running at Large.

It shall be against this rule for any domestic animal to run at large.

### Section Four. Rabies Control.

Every owner of a dog or cat four (4) months of age or older shall have such animal vaccinated against rabies and exhibit evidence of such vaccination. Annual vaccination shall be required thereafter. New members with unvaccinated animals shall comply with this regulation within the (10) days after having moved in to the Club. The rabies vaccination certificate number shall be registered with the Hide-A-Way Lake Club operations offices.

### Section Five. Sanitation Control.

When walking the animal away from the home lot, owner shall carry a "poop" scoop and container (such as a zip-lock bag). Owner shall make certain that no deposits are left in any other homeowner's yard, in any park, roadway, path or the golf course.

### Section Six. Fines.

---

<sup>27</sup> Board Meeting Revision 12-16-13

An owner issued a citation for any animal that is found to be a nuisance shall be cited for such and shall be assessed a fine of \$50.00 for the first citation (after initial issuance of warning). The fine for a second citation shall be \$100.00. The fine for a third violation shall be \$150.00, and a possible meeting with the Community Compliance Committee. A subsequent offense will result in a meeting with the Community Compliance Committee and a fine up to \$500.00 depending on circumstances presented.

## ARTICLE IX. SIGNAGE.<sup>28</sup>

### Section One. Definitions

The following terms shall have the meanings set forth below. All other terms in this section shall be interpreted according to their normal dictionary definitions.

1. Sign – A board, poster, placard, banner, flag or other surface or structure, containing words, lettering, symbols, decorations, logos, insignia, or other information and designed to attract attention or communicate or advertise a message or information. Signs shall not include signs located inside buildings, intended for interior viewing or information, and not placed or oriented in a manner to make them readily legible from the exterior of buildings.
2. Banner or Flag – A sign displayed on cloth, paper, plastic, or fabric, including pennants and wind-operated devices, and usually mounted on a pole or by use of rope or twine ties.
3. Patriotic Sign – A sign expressing love, devotion, or support for the United States of America and/or its principal national symbols or institutions.
4. Permanent Sign – A sign that is installed or affixed in a manner intended for long term use and/or any sign placed, installed, mounted, or affixed for a period of more than 14 days.
5. Temporary Sign – A sign that is installed or affixed in a manner intended for short term use and/or any sign placed, installed, mounted, or affixed for a period of 14 days or less.
6. Sign Area – The surface area of a sign, including the background, message or content area, and border areas; for signs installed on a portion of a large structural feature such as a building wall, the sign area shall be the area encompassing the content of the sign.

### Section Two. Signs Prohibited.

---

<sup>28</sup> Revised Board Meeting 11/17/03

All signs, billboards, or advertising structures of any kind are prohibited except for those allowed in the following section.

### Section Three. Signs Allowed or Required<sup>29</sup>

The following types of signs are permitted under these rules and regulations:

1. Residence Identification. One permanent sign per residence designating the name of the owner and/or residence and the address, not exceeding three square feet in size. No commercial content, express or implied, including telephone numbers, logos, or similar information may be included. If the address is included, it must meet the requirements of 3.below.
2. Mailbox Identification. Normal property address information, including resident name and property number, may be placed on mailboxes or mailbox supporting structures, consistent with United States Postal Service Regulations.
3. Property Numbers. The purpose of this rule is to insure that a home can be properly and quickly located in the event of an emergency. Every residence in Hideaway Lake shall have the address of that home displayed in the front of the property. The address must be visible from the road in front of the home and visible from both directions. The house numbers should be at least 3 and no more than 6 inches tall and have a reflective or contrasting background. They may be displayed on any suitable media that does not distract from the overall appearance of Hideaway Lake. Lot numbers or other numbers shall not be displayed that will distract or confuse emergency personnel. Vacant lots are not required to display an address. The General Manager has the sole discretion of determining if the signage is or is not appropriate.
4. Utility and Safety Signs. Essential, minimal signage, usually governed or required by state regulations, informing or warning of the presence of utility facilities or other potential hazards.
5. Flags. Flags of the United States or state governments, flags of military services, flags depicting the names, logos, and/or mascots of schools and universities, and flags designed entirely for decorative purposes, such as garden flags and holiday season flags. Such flags shall not exceed 5 feet by 8 feet in size.
6. Vending Machine Signs. Normal and customary signage installed or placed on vending machines and approved by the Club general manager.
7. Yard Signs. Signs placed on individual properties by their residents expressing messages which are welcoming, patriotic, or religious, or which invite attention to family events, such as births or birthday parties, or holiday occasions. Such signs shall not exceed four square

---

<sup>29</sup> Revised 12/20/2010 Board Meeting



feet in size, shall not exceed one per lot, shall be located at least 20 feet from the roadway, and shall not include content that is profane, obscene, or defamatory.

8. **Community Facilities Signs.** On-premises or directional signs designating the location of community facilities, such as parks, churches, community buildings, or other community amenities, and normal information concerning the availability or use of such facilities. Such on-premises signs shall not exceed one per facility or 32 square feet in size. Off-premises directional signs shall not exceed one per facility or 16 square feet in size.
9. **Vehicle Signs.** Signs on commercial vehicles or trailers operating within Hide-A-Way Lake, provided that no vehicle or trailer is placed, located, or oriented in a manner apparently intended to use the vehicle as a sign for advertising of a business.
10. **Club Information Signs.** Signs of any kind placed or sponsored by the Hide-A-Way Lake Club to provide information to the residents of Hide-A-Way, including facility identification signs, traffic control signs, street name signs, bulletin boards, or signs regarding community services, community events, elections, building permits, or other information.
11. **Community Event Signs.** Signs or banners advertising recreational, cultural, civic, religious, holiday, or charitable events generally open to all members of the community. Such signs or banners shall not exceed four per event, 48 square feet each in individual size, shall not contain business advertising, and shall not be installed for a period exceeding 14 days.
12. **Golf Tournament Sponsorship Signs.** Signs, not exceeding six square feet each and not exceeding four each per tee, hole, or other golf facility, which advertise the sponsors of golf tournaments. Such signs may be placed only within the boundaries of the golf tournament activity and shall not be placed, located, or oriented in a manner which makes them readily visible to non-participants or which makes them readily visible from streets or other community facilities.
13. **Temporary Special Event Signs.** Other temporary signs, associated with community events or golf tournaments and not normally permitted under these rules, approved by the Board of Directors under special permits.
  - a. **Application.** Persons or organizations seeking approval for such signs shall submit an application for consideration by the Board of Directors at the earlier of the two following times: (1) at least 60 days before the time of proposed use; or (2) the time at which the special event is submitted for Board of Directors approval. The application shall specify the type, location, size, and content of the temporary signs for which approval is requested.
  - b. **Board Action.** The Board of Directors may, upon findings that such signage is (a) necessary to the conduct of the event and (b) beneficial to the residents of Hide-A-Way Lake, approve temporary special event signs of a type, size, or number not normally permitted under these rules. The Board may approve all, part, or none of the requested temporary event signs submitted for approval.

14. Temporary Recognition Signs. Signs, not exceeding four square feet and one per property, designed to recognize residents who have earned an award for property appearance, such as signs recognizing a “yard of the month”, holiday lighting or decorations, or similar awards. Such awards must be sponsored by a not-for-profit community organization and may not remain on an individual property more than 35 days.
15. Volunteer Recognition Signs. Signs, not exceeding one square foot and one per site, designed to recognize individuals or groups (not businesses) who are contributing to the appearance of the community through ongoing maintenance of gardens, flower beds, or similar landscaped areas or features on common property.
16. Donation Recognition Signs. Signs, not exceeding one square foot, one per site, and 30 days in duration, designed to recognize substantial one-time contributions or donations by individuals, groups, or businesses to community appearance or landscaping. Such signs shall not contain addresses, phone numbers, or other commercial content.
17. Political Signs. Political signs which property owners associations are *required* to permit under the provisions of the Texas Property Code, Section 202.009, provided that such signs must be ground-mounted, are limited to one sign per candidate or ballot item on each property, may not be larger than four feet by six feet in size, and may not be displayed outside the time period required to be allowed by law (on or after 90 days before an election and 10 days after an election). The following features of such signs are prohibited: (a) roofing material, siding, paving materials, flora, balloons, lights, or other building, landscaping, or nonstandard decorations; (b) attachments to plant materials, traffic signs, lights, trailers, vehicles, or other existing structures or objects; (c) painting of architectural features; (d) threats to public health or safety; (e) language, graphics, or displays that would be offensive to an ordinary person; (e) music, sound, streamers, or other elements distracting to motorists; (f) signs in violation of law.<sup>30</sup>

#### Section Four. Duration of Sign Use.

Temporary special event signs and golf tournament sponsorship signs shall not be placed, located, installed, or affixed earlier than 48 hours before the commencement of the event and shall be removed within 24 hours after the conclusion of the event.

#### Section Five. Signs on Club Property.

No signs permitted under these rules shall be installed, attached, or placed on Club-owned property or upon the parkways of Hide-A-Way Lake without the written permission of the Club General Manager or the Board of Directors. The Club may limit the period during which

---

<sup>30</sup> 14,15, 16, & 17 were added 12/19/05 Board Meeting

such signs may be installed and displayed and may remove any signs which are installed, attached, or placed on Club property or upon the parkways without permission or in violation with these rules.

#### Section Six. Administration and Enforcement

Members and organizations discovered to be in violation of these rules shall be given immediate notification and requested to comply with the rules. Improper signs on Club property or the parkways shall be removed by the Club. Each improper sign shall constitute a separate offense. Members and organizations who do not comply with the rules shall, after an appropriate opportunity for voluntary compliance, be penalized as follows: first offense, \$25 fine; second offense, \$50 fine; third offense, \$100 fine, suspension of privileges, and referral to Community Compliance Committee.

#### ARTICLE X. RV RULES<sup>31</sup>

##### **RV Rates for Members and Guests:**

Daily \$ 18.00  
Weekly \$108.00  
Monthly \$360.00

##### **RV Park Rules:**

1. Reservations can be made for the RV Park. An \$18.00 advance reservation fee is required. The fee is non-refundable but may be applied to the charges.
2. The maximum stay at the park is 30 days. If a member or non-member guest needs to stay beyond the 30 days, a written request must be submitted to the Security Department, attention the Chief.
3. A member may reserve not more than two spots in the RV Park at one time.

#### ARTICLE XI. VEHICLE and TRAILER STORAGE<sup>32</sup>

##### Section One. Purpose:

To provide an efficient, well-managed and attractive facility for the storage of member-owned vehicles and trailers at Hide- A-Way Lake Club, Inc., hereafter referred to as Club.

##### Section Two. Authority.

1. Club Deed Restrictions and Covenants, Section IV-1, pertaining to the prohibition against parking of wrecked or junked vehicles and/or parts thereof on any property within the Club boundaries, and Section III, C, 6, pertaining to the parking of vehicles in parkways for extended periods (see Section 4. General: paragraph 5.C).

---

<sup>31</sup> Revised Board Meeting 05/21/07

<sup>32</sup> Revised Board Meeting 07/17/06

Section Three. Definitions.

1. Vehicle: Every kind of device in, upon, or by which any person or property is or may be transported or drawn on a public roadway, except devices moved by air human power or used exclusively on stationary rails or tracks. The term includes a mobile automobile, truck, motorcycle, recreational vehicle, sailboat or trailer, hereafter to be referred to as unit.
2. Storage Yard(s): Property designated by the Club as reserved for the parking of units as described above. The actual location of the Storage Yard(s) is subject to change as required by the Board of Directors.

A. The storage area located South of the General Maintenance building adjacent to Hide-A-Way Lane West is designated as unit storage for: RV Vehicle, RV Car Caddies, Utility Trailers, trailers with or without boats and covered trailers.

1. Rows B, C, and D are designated for storage of Recreational Vehicles (RV), RV car caddies, utility trailers and empty boat trailers only (no additional charge for car caddy).
2. Rows E, F, G, H, J, K, L, M, and N are designated for storage of trailers with or without boats, trailers with or without barges and covered trailers.

B. The storage area located North of the third dam on Rampart Road is designated storage for trailers with or without barges, boats and sail boats, mobile autos and trucks, utility trailers, covered trailers, and recreational vehicles.<sup>33</sup>

1. Storage Space: A designated space within the Storage Yard(s), and of such a length and width as to be suitable for the accommodation of vehicles of various sizes, such Storage Space to be marked displaying a unique control number for the Space.

All units stored must be within the bounds authorized for storage no exceptions.

The General Manager may designate an unmarked area as temporary storage when an unusual requirement exists.

2. Storage Decal: A permit issued by the Club in the form of a decal, with a control number corresponding to a numbered Storage Space. Each stored

vehicle or trailer must have a storage decal attached on the right front side where it is clearly visible.

3. Speed limit in all storage areas shall be 15 MPH.
4. Member: For the purpose of this regulation, a Member is limited to the lot owner, his/her spouse, and their children residing in the member's home.

#### Section Four. General.

1. Administration: The General Manager of the Club shall be responsible for the overall administration of these rules and regulations and has the authority to enforce them. The General Manager is hereby authorized to recommend a fee schedule for use of the Storage Yard(s), such schedule to take effect upon approval of the Board of Directors.
2. Security: The Club shall endeavor to maintain security for the Storage Yard(s) to prevent damage to stored property from vandalism and/or natural causes, but the Club shall assume no responsibility for such damage if it occurs. Storage of property within the Storage Yard(s) shall be at the Member's own risk.
3. Maintenance: The Club shall be responsible for maintaining clear roadways within the Storage Yard(s), and shall provide weed control and tree trimming, removing dead trees and/or branches as necessary, and shall mark each storage space clearly with the assigned control number for the space. The Club shall not encumber the spaces designated for Member use storage of Club-owned vehicles, trailers, or equipment. (See Section Six Special Exceptions below.)
4. Unauthorized Material: Property of a non-private nature, such as commercial property, inventory, property held or acquired for sale or trade, and Units used in any commercial enterprise, whether such enterprise be conducted inside or outside of the Club boundaries, is prohibited from using the Storage Yard(s). Materials other than Units, such as, but not limited to, crates, boxes, barrels, building materials, and miscellaneous items are prohibited.
5. Member Responsibility: A Storage Space is leased solely for the purpose of storing Units in currently moveable condition, and Members agree not to use a Storage Space for any other purpose. Members storing Units within the Storage Yard(s) shall exercise vigilance over their own property, assuring that the Unit remains in a condition that will permit its movement if required, that the assigned space is used only for the purpose intended, and that the Storage Decal is prominently displayed upon the stored property. A Member shall give 30 days prior written notice to the Club for cancellation of a storage permit.
  - A. Only one unit is authorized to be stored in a single parking space in rows B,C, and D of the RV Storage Area with the following exception:
    1. A recreational vehicle (RV) may be stored with a car caddie, a utility trailer, or an empty boat trailer. When more than one unit is stored in a single parking

space, the fee charged for that rental shall be 1 ½ times the normal rental fee for that space.

2. No trailers of any kind may be stored in rows B,C, or D unless a Recreational Vehicle is also stored in that space.

B. All Units must be maintained in a mobile condition, e.g.: inflated tires.

C. No stripped down, partially wrecked, rusted out, unpainted, rotten bedding, deteriorated seat upholstery junked unit or sizable part thereof shall be permitted to be parked on Club storage area.

6. Violations and Enforcement:

A. Violations of any rule set forth in these regulations are subject to the fines as per Article XVIII. If violations are not corrected within a reasonable time, as determined by the Club Manager, a \$50.00 fine will be charged to the members account. Thereafter the unit will be removed in accordance with paragraph 6. C.

B. Lien. A lien is created on all property, personal and real, in favor of the Club, for the payment of charges attendant to the Storage Yard(s) that are due and unpaid by a Member. The lien shall exist from the date a Member places property in the Storage Yard(s). The lien takes priority over all other liens on the same property. The Club may, following written notice of the claim, enforce a lien by seizing and selling the property to which the lien is attached. If the proceeds of the sale are greater than the amount of the lien and the reasonable expenses of the sale, the Club will deliver written notice of the excess to the Member's last known address. The Club will retain the excess and deliver it to the Member if the Member requests it before two years after the date of the sale.

C. Towing of unauthorized Units. No unauthorized Units shall be parked, stored, or situated in or on the Storage Yard(s) without the consent of the Club. A Unit is considered "unauthorized" if it is (a) without a valid Storage Decal required by the Club for parking in the designated Storage Space, (b) in an unauthorized space, or (c) parked in a fire lane, aisle, entrance, driveway, or other area not designated for the parking of Units. The Club may, without written consent of the owner or operator of an Unauthorized Unit, cause such Unit and any property resting on or contained within it to be removed and stored at a commercial storage facility at the expense of the owner or operator of the Unit.

7. Liability: The use of the Storage Yard(s) by a Member is not to be construed to establish relationship of bailer and bailee between the Member and the Club. A Member assumes all risks arising out of use of the Storage Yard(s). A Member expressly agrees that the Club shall not be liable in any manner for operation of the Storage Yard(s), except as a result of the gross negligence or willful misconduct of the Club or its authorized agents or employees. The Club shall not be liable for any act or omission of persons not employed by it.

8. Termination: The Club may terminate a Storage Yard(s) agreement and require the vacating and surrender of a Space at any time upon not less than thirty (30) days notice sent by ordinary mail to the Member's last known address. Upon the Storage Space being vacated, the Club will return to the Member the pro rata proportion, for the unexpired time, of any rental paid in advance. In the event of the failure to vacate and surrender the Storage Space pursuant to said notice, the Club may, without written consent of the owner or operator of the unauthorized Vehicle, cause such Vehicle and any property resting on or contained within it to be removed and stored at a Vehicle storage facility at the expense of the owner or operator of the Vehicle.

Section Five. Application for Storage Permit (and Decal):

1. A HAWL Club Vehicle/Trailer Rental Space Agreement and Application for storage permit which includes a full description of the units to be stored must be submitted and approved by HAWL Club before a rental space may be assigned.
2. A storage fee as approved by the Board of Directors shall be assessed and charged to the Member's account. Permits shall be renewed automatically after expiration unless cancellation is requested by the Member, in writing, at least 30 days prior to the scheduled expiration.
3. When the application has been approved, the Club shall issue a Storage Decal to the Member, who shall attach it to the side of the Vehicle at the lower right rear and in a position where it is clearly visible.

Section Six. Special Exceptions:

The General Manager is authorized to grant special exceptions regarding temporary storage of Vehicles in unreserved Storage Spaces within the designated Storage Yard.

ARTICLE XII. GOLF. 34

Section One. Rules of Play.

Rules of the United States Golf Association shall govern all golf play except as modified by local rules. All members are urged to become familiar with these rules for a general understanding and enjoyment of our golf course. It shall be the sole responsibility of the Golf Professional to see that all local and USGA rules are enforced. Furthermore, it shall be the Golf Professional's responsibility to oversee and make all rulings during organized tournaments.

Section Two. Definitions.

1. **Member** - As defined in Article III, Sections 1 and 2 of the by-laws.

---

34 Revised Golf Rules Board Meeting 05/15/06

2. **Family Guest** - Persons of the member's family by blood or marriage limited to the following: parents, grandparents, sons and daughters and their spouses, brothers and sisters and their spouses, grandchildren and their spouses.
3. **Guest** - Non-member using Club facilities at the invitation of a member or the golf professional. Guests must be registered in the Pro Shop with proper identification. Maximum number of guests is four without special permission of the golf professional.
4. **Men's Golf Association** - An association within, though not an official part of Hide-A-Way Lake Club. This association is comprised of all male members of Hide-A-Way Lake Club desirous of belonging and paying necessary dues. The purpose of this association is to schedule and conduct certain golf activities for its members and guests.
5. **Men's Senior Golf Associations** - (The 18-Hole Seniors and the 9-Hole Seniors) - Associations within, though not an official part of, Hide-A-Way Lake Club. These associations are comprised of all male members of Hide-A-Way Lake Club who have reached a designated age and are desirous of belonging and pay necessary dues. The purpose of these associations are to schedule and conduct certain golfing activities for their members and guests.
6. **The Hustlers** - An association within, though not an official part of, Hide-A-Way Lake Club. This association is comprised of all male members of Hide-A-Way Lake Club desirous of belonging and paying necessary dues. The purpose of this association to schedule and conduct certain golfing activities for its members and guests.
7. **Women's Golf Association** - (The 18-Hole WGA and the 9-Hole WGA) -Associations within, though not an official part of, Hide-A-Way Lake Club. These associations are comprised of all female members of Hide-A-Way Lake Club desirous of belonging and paying necessary dues. The purpose of these associations is to schedule and conduct certain golfing activities for their members and guests.
8. **Lady's Golf Association** - an association within, though not an official part of Hide-A-Way Lake Club. This association is comprised of all female members of Hide-A-Way Lake Club desirous of belonging and paying necessary dues. The purpose of this group is to schedule and conduct certain golfing activities for its members and guests.
9. **Committees** – See Board of Directors Policies for a description of the purpose and function of this Greens and Golf Committees.

Section Three. Golf Club Rules.<sup>35 36</sup>

---

35 # 3.Dress Code Revised Board Meeting 1-17-11

36 Revision Board Meeting 12-15-14



1. Golfing privileges are restricted to members and their guests. Membership cards and identification may be required by the Pro Shop or Marshal at any time.
2. On Monday, the golf course is closed for the play of golf except when special events have been approved.
3. Dress Code: Appropriate golf attire is to be worn on the golf course areas (course and range) at all times.
  - a. Men
    - 1) Men 18 and over shall wear collared shirts or turtlenecks or mock turtlenecks. Shirts shall be worn tucked in, unless specifically design to be worn out.
    - 2) No Tee shirts or sleeveless shirts are allowed.
    - 3) Players under 18 may wear well-fitting Tee shirts worn with the shirt tail tucked in. No undershirts allowed.
    - 4) Swim suits, short shorts, tennis shorts, cut-offs or tank tops are not permitted.
  - b. Women
    - 1) Ladies shall wear polo style golf shirts, sleeveless golf shirts with collars or collarless golf shirts with sleeves.
    - 2) Halter tops, tennis shorts, short shorts and midriffs are not permitted.
  - c. Enforcement of the above will be the responsibility of the Pro Shop.
  - d. Hide-A-Way Lake Golf Club is a soft spike club.

ANYONE NOT CONFORMING TO THE DRESS CODE OUTLINED ABOVE  
WILL BE REQUIRED TO CONFORM BEFORE THEY WILL BE PERMITTED  
TO PLAY THE COURSE OR USE THE PRACTICE AREAS

4. Hours of operation of the golf course vary by season, weather condition, and for maintenance programs. The Golf Professional and/or the Greens Superintendent control hours of operation. The golf course is closed from 10 p.m. to 6 a.m. daily and entry is prohibited during those hours.
5. All golfers must sign the register in the Pro Shop, and pay appropriate fees PRIOR to teeing off. Children under twelve (12) years of age MAY NOT PLAY WITHOUT PERMISSION of the Golf Professional. Children under six (6) years of age are not allowed on the course for the play of golf. The Golf Professional may give permission for children under six (6) to utilize the practice area, under the supervision of an adult for the practice of golf. HAWL family guest fees for youth's 17 years and younger is a flat fee any day of \$5.00 after 1:00 P.M.
6. All golf tournaments asking for fee deviations, sponsored by outside organizations, or are being held when the course is closed (i.e. Monday or after hours) must be approved by the golf and greens committee before being recommended and approved by the Board of Directors.

Tournaments conducted by approved Hideaway Golf Organizations or the Club pro need to be approved by the committee only.

7. All play shall start on #1 tee of the course designated by the golf professional (shotgun starts excepted). In special instances the Pro Shop shall have the authority to start players on the #10 tee. NO ONE shall start play on any other part of the course without permission of the Pro Shop.
8. Members and their guests shall conduct themselves while on the golf course, range or pro shop areas in a manner which does not disturb nor disrupt other people and Club staff, including abusive language. Persons shall not engage in conduct that may be physically endangering to other people such as throwing clubs, hitting golf balls at others, driving golf carts dangerously.
9. Singles and twosomes will be allowed to play on Saturdays, Sundays, and holidays with permission of the pro shop. Groups larger than five (5) are not allowed to play as a single group.
10. Each player must be playing with their own a set of clubs.
11. Pace of play is important. Players are expected to keep pace with USGA pace of play ratings for each course. If a group of players has at least one (1) hole open in front of them, and a foursome is being held up behind, players are encouraged to pick up pace of play or allow the group behind to play through. In cases of extreme slow play, club staff may ask a group to skip a hole(s) to catch up to keep all players on pace of play.
12. A ball shall not be played from a putting green other than the hole being played at the time. Point of relief shall be taken with no penalty.
13. A player shall not place a golf bag, golf seat, or cart of any kind on any green, the apron of any green, or in any sand trap.
14. Do not go into a sand trap except to play a ball. After playing a ball from a sand trap, rake trap and LEAVE RAKE IN THE TRAP.
15. The golf course, including teeing areas, greens or fairways are not to be used for practice.
16. The golf course shall not be used for any activity other than golf during the days and hours that the golf course is open for playing golf.
  - a. During such days and hours that the golf course is closed for play of golf, the golf course shall not be used for any purpose other than those listed.
  - b. During such days and hours that the golf course is closed for the play of golf, the fairways, roughs and cart paths may be used by members or guests for walking, jogging, or walking dogs (see Article VIII Section Two and Section Five) as long as such activities do not cause damage to the golf course.

- c. During such days and hours that the golf course is closed for the play of golf, the fairways, roughs and cart paths may be used by occupied baby carriages and motorized or non- motorized handicapped mobility devices.
- d. During such days and hours that the golf course is closed for play of golf, the fairways, roughs and cart paths shall not be used by wheeled vehicles of any size or type other than those listed above.
- e. The putting greens, tee boxes, and sand trap areas shall only be used for the play of golf.
- f. Children under the age of 10 on the golf course shall be supervised by an adult at all times.

## 17. GOLF CART RULES

- A. Privately owned golf riding carts are not allowed on the golf course or any other Hide-A-Way Lake Club property at any time
- B. When renting a golf riding cart for use on the course, the member and/or guest assume full risk for any damages to or caused by the golf riding cart.
- C. No more than two (2) persons may ride with no more than two (2) golf bags on a golf riding cart at any time.
- D. To operate a golf riding cart AT ANY TIME the operator must be at least sixteen (16) years of age AND have a valid driver's license.
- E. Golf riding carts shall be kept on cart paths to the location of the ball that is perpendicular with the cart path. At that time the 90 degree rule shall be used to enter the fairway. Golf riding carts shall enter and exit the fairways following the 90 degree rule. Golf riding carts may be driven in the rough when on the side of the fairway opposite the cart path.
- F. Players must observe posted rules and directives dictating cart movement.
- G. Golf riding carts must remain a minimum of 20 yards from all greens including carts with handicap flags.
- H. Hole #3 West shall be cart path only for golf riding carts except handicapped flag golf riding carts. Handicapped flag golf riding carts shall remain a minimum of 20 yards from all greens.
- I. Golf riding carts must remain on cart paths for all par three holes except for handicap flag golf riding carts.
- J. Rules for golf riding carts issued a handicapped flag by the Pro Shop.
  - (1) Paragraph E rules may be followed for Hole #3 West.
  - (2) Paragraph E rules may be followed for par 3 holes.
  - (3) Paragraph G rules must be followed for all golf holes.
- K. The use of golf riding carts may be forbidden at any time by the Greens Superintendent or Golf Professional.
- L. Members shall not drive golf riding carts on Hide-A-Way Lake Club streets, except that:
  - (1) Golf riding carts may be driven across or on streets, with proper care, in order to travel from one hole of the golf course to the next consecutive hole by the shortest and safest available route. Golf riding carts shall yield to vehicles.

(2) During shotgun starts or when approved by the Club to avoid damage to the course, limited use of the streets by golf riding carts may be made in order to reach the initial tee for a round of play.

18. Service roads on the golf course are for the exclusive use of Club vehicles.
19. Tee times are required on all days and will be reserved in a manner determined by the Golf Professional. Blocks of tee times may be given only for tournaments approved by the Hide-A-Way Board and to those listed in Section Four, Special Events. The number of players in a group must be listed when requesting a tee time. If the number of players changes, the Pro Shop shall be notified as soon as possible of any change(s). The Pro Shop may request that additional players be added to groups during busy times. The Golf Professional may elect to use shot gun starts to assist the flow of play when necessary.
20. A "starter" on #1 tee and course marshals will be on duty when there are reserved tee times and heavy play dictates the need.

#### Section Four. Special Events.

1. The 18-Hole Women's Golf Association's preferred time of play shall be on Tuesday morning of each week. Play by other golfers may be authorized by the golf Professional in order to efficiently utilize the Golf course.
2. The Men's Senior Golf Association preferred time of play shall be on Thursday mornings of each week. Play by other golfers may be authorized by the Golf Professional in order to efficiently utilize the golf course.
3. The Men's Senior 9-Hole Golf Association preferred time of play shall be on Wednesday mornings. Play by other golfers must be authorized by the Golf Professional in order to efficiently utilize the golf course.
4. The Women's 9-Hole Golf Association preferred time of play shall be Friday mornings. Play by other golfers must be authorized by the Golf Professional in order to efficiently utilize the golf course.
5. The Hustlers Organization preferred time of play shall be Saturday and Sunday mornings. Play by other golfers must be authorized by the Golf Professional in order to efficiently utilize the golf course.

#### Section Five. Rules Violations

It is the sole responsibility of the Golf Professional and staff to enforce the golf rules and regulations with regard to the use of the golf facilities and amenities by members and/or guests. Violations will be turned over to the Club Community Compliance Committee for the following actions:

- First Offense: Written Warning and any cost incurred to rectify the violation(s).

- Second Offense: \$25 fine, over and above the cost, if any, to rectify the violation(s)
- Third Offense: \$100 fine, over and above the cost, if any, to rectify the violation(s)
- Fourth and Additional Offenses: Penalty imposed by the Community Compliance Committee.

The Community Compliance Committee has the authority to adjust any and all actions and fines made against any member and/or guest.

THESE ARE GENERAL RULES AND REGULATIONS THAT FROM TIME TO TIME MAY BE INTERPRETED BY THE GOLF PROFESSIONAL AND/OR GOLF COURSE SUPERINTENDENT.

### ARTICLE XIII. ACTIVITY ROOMS/CLUBHOUSE.<sup>37</sup>

#### Section 1. Lodge, Marina, and Community Building

1. Any member or Lessee Associate who is current in the payment of dues shall be eligible to use any of the Activity Rooms without charge.
2. Activity Rooms will be available on a reserved basis only.
3. Reservations will be made through the Member Services receptionist.
4. Rules for use of Activity Rooms by eligible members.
  - A. Activity Rooms are to be used for Hide-A-Way Lake Club Member/Lessee Associate sponsored Events Only.
  - B. Activity Rooms are to be used for Hide-A-Way Lake Club Member/Lessee Associate sponsored Events only. Members/Lessee Associate may sponsor commercial events in Activity Rooms for a charge of \$50 to be paid at the time of reservation or charged to their membership account. Any commercial event using an Activity Room shall be limited to duration of no more than two (2) hours weekly. Any commercial event sponsored by a member/associate lessee must be attended by the sponsoring member/lessee associate and the event must bear some relationship or legitimate connection with the sponsoring member/lessee associate.
  - C. The \$50.00 charge will be waived for any event where the Hide-A-Way Lake Club Food and Beverage Department provides catering services in excess of \$250.00.
  - D. Members/Lessee Associates may not reserve an Activity Room for any purpose not sponsored by a member/lessee associate and attended by the sponsoring member/lessee associate.

---

<sup>37</sup> Revised Special Board Meeting 1/22/07

- E. When the majority of attendees at an event are minors, the Club may, at its discretion, provide a constable at the sponsoring member/lessee associate's expense.
  - F. The sponsoring member/lessee associate of any event will be responsible for any damages occurring to the room or any of its furnishings and fixtures.
  - G. No food or alcoholic beverages can be brought into the Clubhouse.
  - H. Members/Lessee Associate sponsored organizations which reserve the use of the Marina, Lodge or Community Building may bring food and beverages at any time. Alcoholic beverages may be brought into the Marina, Lodge, and Community Building.
  - I. Texas Alcohol and Beverage Commission (TABC) regulations will prevail in all instances. No alcoholic beverages are allowed to be brought into outside areas included in the TABC licenses. This includes the Clubhouse and golf course grounds.
  - J. The member/lessee associate reserving any Activity Room will be responsible for assuring that the Room is cleaned immediately following the event unless the event is catered by the Food and Beverage Department. If not cleaned satisfactorily, the sponsoring member/lessee associate will be subject to a charge of no less than \$50 up to \$250. At the discretion of Club Management, the charge for cleaning may be collected in advance. If catered by the Food and Beverage Department, cleaning will be their responsibility.
  - K. The hours of operation for the Lodge, Community Center (Building), and Marina will be 7 a.m. to 12 midnight, at which time buildings must be vacated to allow for cleaning. Exceptions may be made by the General Manager/Assistant General Manager for the Lodge for one additional hour, if requested in advance. Also, permission may be granted by Security for one extra hour.<sup>38</sup>
5. Any violation of Activity Room rules and policies will be subject to a citation.

Section Two. Clubhouse Dress Code<sup>39</sup>

- 1. Grill Room
- 2. Persons in bare feet are not allowed.
  - A. Bathing suits, undershirts, cutoffs, bare mid-driffs, and tank tops are not permitted.
  - B. Reasonable attire will be permitted for the purpose of picking up food orders to go.
- 3. Dining Room

---

<sup>38</sup> Added 3-17-14 Board Meeting

<sup>39</sup> Added 1-17-11 Board Meeting

- A. Attire and grooming shall not be such as to generally offend other members or guests.
- B. Persons in bare feet are not allowed.
- C. Bathing suits, undershirts, cut-offs, and bare mid-driffs are not permitted.
- D. No male headwear except for special functions.

#### ARTICLE XIV. LESSEE ASSOCIATES.<sup>40</sup>

##### Section One: Lessee Associate Policy

- A. Member owners of Hide-A-Way Lake Club, Inc., (hereinafter referred to as “Club”) may lease or rent their property after living in the property for a period of one (1) year. A member owner of the Club who currently owns rental property in the Club on the date this Article is adopted by the Board of Directors is exempt from the one year residency requirement. This exemption does not extend to any new member owner if the property is sold or transferred. Residences shall not be simultaneously occupied by member owner families and renters (lessee associates). To administer the rules and regulations associated with this privilege each member owner who leases or rents their property or properties shall pay a required monthly fee for each property leased or rented. The member owner monthly fee shall be established by the Board of Directors, such fee may be revised from time to time. A required member owner security deposit for each property leased or rented, established by the Board of Directors, shall be paid to the Club prior to the Club allowing access to any renters or lessee associates. The member owner security deposit shall be established by the Board of Directors, which fee may be revised from time to time. The member owner security deposit and the member owner monthly fee are separate and apart from the lessee associate security deposit and the lessee associate monthly fee.
- B. Occupants of residences who pay rent, lease, or otherwise occupy a Club member’s (hereinafter referred to as “member owner”) property which is within the confines of the Club are hereinafter referred to as “lessee associates”. Lessee associates are not members of the Club. For purposes of this Article, a lessee associate’s family includes the Lessee associate and the lessee associate’s spouse or cohabitant (if any) and the parents, children, grandchildren, and stepchildren of the lessee associate, lessee associate’s spouse or cohabitant.
- C. The Club is a restricted access community and therefore access to the community by lessee associates shall be denied until such time as the items identified below are provided to the Club office. These items shall be provided to the Club office by the member owner a minimum of two (2) weeks prior to the expected date of residency by the lessee associate. If these items are not provided, access to the Club by the lessee associate shall be denied until such time as they are provided and the Club office has two (2) weeks to review.

---

<sup>40</sup> Revised Board Meeting 12/14/2015

1. To ensure that lessee associates who use property of the member owner are fully aware of the deed restrictions, bylaws, rules and regulations and building code of the Club, each lessee associate shall be made aware in a written document accompanying the lease or rental document of the rights and restrictions to which the lessee associates are subject. Items to accomplish this notification are in a form prepared by the Club; such items may be revised from time to time, and are available at the Club office. The member owner shall provide to the Club office a signed, notarized affidavit that the member owner has provided to the lessee associate hard copies of these documents prior to the lessee associate occupying the rental property. Omission of this requirement or falsification by the member owner shall result in a fine, established by the Board of Directors, to the member owner. Such fine may be revised from time to time.
  
  2. All legal and alias names and prior two (2) addresses (including length of time at each address) of persons or entities of the entire household of the prospective lessee associates shall be submitted to the Membership Committee prior to establishing residence in the Club. If a lessee associate has adult family members age seventeen (17) or older move into his/her household as residents of more than fourteen (14) days within a one (1) year period, they shall be declared by the member owner to the Club office, as prospective residents and their legal and alias name(s) and prior two (2) addresses (including length of time at each address shall be provided to the Club office. These names and the familial relation of each shall be provided to the Club office by the member owner in a signed, notarized affidavit. Omission of this requirement or falsification by the member owner shall result in a fine, established by the Board of Directors, to the member owner. Such fine may be revised from time to time.
  
  3. The member owner shall provide to the Club office a sworn, notarized affidavit stating that the member owner has done a background check on the prospective lessee associate and that the prospective lessee associate does not have a history of felonies, sexual predation, and is not currently sought by legal authorities on charges of same. If the prospective lessee associate has such a history they shall not be allowed access to the Club. Omission of this requirement or falsification by the member owner shall result in a fine, established by the Board of Directors, to the member owner. Such fine may be revised from time to time. If the lessee associate has established residence and falsification is discovered, the vehicle sticker will be removed from the lessee associate's motor vehicle and further access to the Club will be denied.
- D. Lessee associates are financially responsible for any damage to Club property caused by them, their family and their guests and/or fines assessed for violation of security rules. Lessee associates shall be held responsible for the actions of their guests and members of their families while using Club facilities. Lessee associates shall be required to submit a deposit, as set from time to time by the Board of Directors, as security for any charges owed. When a lessee associate moves out of the Club they may have their security deposit



returned, less any charges and damages owed to the Club, after clearance by the Club office. The lessee associate security deposit is separate and apart from the member owner security deposit.

- E. Lessee associates shall be assessed a monthly fee, set from time to time by the Board of Directors, for property maintenance and upkeep, as well as for the following privileges for the lessee associate and their family in residence. The fee shall be charged to the member owner's account for each month or partial month that the property is rented or leased. The lessee associate monthly fee is separate and apart from the member owner monthly fee.
1. Use of the swimming pool and beaches.
  2. Fishing privileges on all three (3) lakes.
  3. Use of Clubhouse food and beverage services. This privilege shall require immediate payment for all purchases made at these locations via an approved credit card accepted by the Club.
  4. Use of the golf course by paying guest rate fees. This privilege shall require the payment for all charges (green fees, cart rental, etc.) immediately via an approved credit card accepted by the Club.
  5. Use of the Tennis Courts and Parks.
  6. Utilization of Club facilities via participation in entertainment activities. If these activities require payment, such payment shall be made by an approved credit card accepted by the Club.
  7. Use of activity rooms at the lodge, marina, or community building.
- F. Lessee Associates and their resident families do not have the following privileges:
1. Use of the lakes for boating with any kind of water craft.
  2. Storage of recreational vehicles or boats of any kind.
- G. Lessee associates shall be issued a "lessee's" decal for each of their motor vehicles and a lessee associate's I.D. card for use at the Clubhouse, Pro Shop, and Golf Course. The lessee associate's I.D. card(s) shall be returned to the Club in event of moving and the decal(s) shall be removed by security from all motor vehicles upon their sale or other disposition or before final clearance from the Club office. Failure to do so shall forfeit any deposit monies.
- H. Lessee associates shall only use the leased/rented property as a private dwelling. The only persons a lessee associate may permit to reside in the property during the term of their lease shall be those persons whose names were provided to the Club office by the member owner. Sub-leasing is prohibited.

- I. Lessee associates shall adhere to the Rules and Regulations of the Club and shall be fined for violations thereof. If the lessee associate does not pay fines assessed against them within sixty (60) days of notification, then the member owner shall be charged for the fines as if the member owner caused the violation of the Rules and Regulations.
- J. Lessee associates shall not permit more than two (2) motor vehicles (including but not limited to automobiles, trucks, trailers, and motorcycles) on the member owner property unless authorized by the Club in writing with the exception of those motor vehicles belonging to guests.

#### Section Two. Member Owner's Family.

The Club recognizes that some members desire to allow a parent(s) or grandparent(s) to reside at the member owner's property without the use of a rental agreement or lease. In such instance the Club may waive (with the approval of the Membership Committee) the deposit and the monthly fee associated with the rental and leasing of a member owner's property. The member owner and the family are responsible for adhering to the requirements of this Article including the requirements of Section One of this Article.

#### Section Three. Rules and Regulations for Members Who Rent/Lease Their Property.

- A. The member owner of Rented/Leased Property shall be responsible for any charges and damages owed to the Club by a lessee associate for damage to Club property for which the lessee associate is responsible in excess of the lessee associate and member owner security deposit. The member owner shall guarantee to the Club payment of the cost of repair or replacement of the damaged Club property, as well as the Club fine(s) assessed by Security and/or the Community Compliance Committee. The monthly fee assessed to the lessee associate shall be billed to the member owner's account for each month or partial month the member owner's property is rented or leased. All debts owed to the Club by the lessee associate of the member owner property shall be paid by the member owner if defaulted by the lessee associate of the property. The member owner continues to be responsible for the payment of appropriate monthly membership dues, assessments and fees on the rented property notwithstanding whether the property is rented or not.
- B. A rental of a member owner's property is restricted to a single family that does not include more than two (2) unrelated adults.

#### Section Four. Lessee Associate Guests.

- A. Lessee associate guests are defined as friends or relatives of lessee associates that the lessee associate allows into the Club.

- B. Lessee associates shall not permit any guest to stay on or in the member owner's property within the Club longer than a total of fourteen (14 days) within a one (1) year period without written permission from the Club office.
- C. The Club recognizes that occasions in life arise that require the necessity for a "care-person" to live within the home of a member owner to provide daily physical care for one or more residents of that member owner's home. Consequently, the Club office may waive, with the approval of the Membership Committee, any restrictions for "long term guests" in a member owner's home. The requirements of Section One of this Article shall be applicable.

#### Section Five. Enforcement.

- A. Enforcement of these rules regarding lessee associates is the responsibility of the General Manager. Violators shall be subject to fines, suspension of privileges and/or expulsion from Club property.
- B. As more fully set forth herein the landlord member owner shall be held ultimately responsible for the conduct of their lessee associate(s), all charges of the lessee associate(s), and/or damages not paid by the lessee associate(s).

### ARTICLE XV. FINANCIAL.

#### Section One. Asset Capitalization Accounting Guide

##### 1. Common Property

Common property is all real or personal property within Hide-A-Way Lake except property that is owned by individual members. Examples of such common property include:

Land, such as roadways, parking area, restricted use lots, and land underlying service buildings.

Buildings and other improvements on common property, including office buildings, maintenance barn, and perimeter fencing.

Recreational facilities, such as golf courses, pro shop, lodge, Clubhouse, tennis courts, lakes, marina, and swimming pool.

Personal property used on common property, such as maintenance equipment, greens keeping equipment, security vehicles and equipment, pool furnishings, and office furniture and equipment.

## 2. Capitalization Accounting Guide.

Common property acquired by the Club will be capitalized if the following conditions are met:

- 1). Title to the property is held by the Club.
- 2). No restrictive covenants exist that would severely limit or diminish the ability to dispose of or change the use of the property.

## 3. Capitalization Accounting Criteria & Definition of Capital Assets

Expenditures of over \$1,500 made to purchase assets that benefit more than one accounting period will be capitalized in the accounting records (capital expenditures).

Capital Assets, in addition to original acquisition costs, include expenditures such as major additions, betterments and planning costs which must be capitalized according to GAAP. Major additions include building on to an existing structure. Betterments improve the quality or utility of the asset and materially extend its life.

### Section Two. Authority for Expenditure.

The General Manager shall prepare a Capital Budget Request (Annex 2) for each Capital Project in excess of \$7500 and submit it with the Capital Budget to the Finance committee for review and subsequent Budget Approval by the Board of Directors.

After Budget Approval, the General Manager will obtain specific authority from the Board of Directors for expenditures for capital projects, as defined in the Accounting Guide, in excess of \$7,500. The form shown at ANNEX 3 shall be used.

### Section Three. Capital Leases.

Capital lease is one that transfers substantially all of the benefits and risks of ownership. The economic effect is similar, in many respects, to that of an installment purchase. If at its inception a lease meets one or more of the following criteria, it shall be classified as a capital lease by the lessee. Otherwise, it shall be classified as an operating lease.

The lease transfers ownership of the property to the lessee by the end of the lease term.

The lease contains a bargain purchase option.

The lease term is equal to 75% or more of the estimated economic life of the leased property.

All capital leases shall be subject to approval by the Board of Directors. Management may execute any operating lease with a term of one year or less, without Board approval.

Section Four. Emergency Capital Purchase Procedure and General Manager's Expense Approvals.

The General Manager may request from two Board Officers for authority to purchase a Capital Asset if an emergency situation arises that poses an imminent danger to the Club or Club property, or if an emergency purchase of a previously budgeted and approved Capital Asset would result in substantial savings to the Club, provided that such funds for this purchase are available.

The General Manager may request the Board for authority to purchase a capital asset out of priority order if operating circumstances warrant. If the Board grants such authority, and funds are available, the Board shall insert the emergency projects in the priority order at the appropriate position, and all subsequent projects on the priority list moved down one position. Any excess over the total amount of capital expenditures included in the approved budget caused by the addition of the emergency project shall be deducted from the last project in priority order (or from other approved items in the capital budget at the discretion of the Finance Committee) thus preserving the authorized total included in the approved budget.

The General Manager's actual business expenses for employment related expenses or trips shall be approved by the Treasurer or Board President.

Section Five. Check Signature Authority. 41

Signature authority for checks on all bank accounts will be in accordance with the values outlined below:

Under \$5,000	Signed by the General Manager <u>or</u> signed by the Assistant General Manager for levels and categories approved by the General Manager
\$5,000-\$9,999	Signed by two of the following: (1) President <u>or</u> Treasurer (other officers if they are not available; and (2) General Manager (Assistant General Manager if General Manager not available)
\$10,000-\$24,999	Signed by two of the following: (1) President <u>or</u> Treasurer; and (2) General Manager. (Other officers may sign if President, Treasurer, or General Manager are not available)
\$25,000 or over	Signed by two of following: (1) President <u>or</u> Treasurer; and (2) General Manager

Section 6. Disposition of Property.

Personal property of the Club, such as equipment, furnishings, and supplies, shall, when no longer needed or usable, be disposed of under the following guidelines.

Property with an estimated value of \$3,000 or more:

- (1) The property must be declared surplus by the Board of Directors.
- (2) The property shall be advertised for sale in the community newspaper, by posted notices, and by any other means deemed appropriate by the general manager.
- (3) The property may, after being declared surplus and being advertised for sale, be disposed of by the general manager by one of the following methods: auction, sealed bids, or upset bids. The Club reserves the right to reject all bids.

Property with an estimated value under \$3,000:

- (1) The property must be declared surplus by the General Manager.
- (2) The property shall be advertised for sale in the community newspaper and/or by posted notices or by other means deemed appropriate by the general manager.
- (3) The property may, after being declared surplus and being advertised for sale, be disposed of by the general manager by one of the following methods: auction, sealed bids, upset bids, or negotiated sale. The Club reserves the right to reject any or all bids.

Property with no appreciable value:

Property which the general manager considers to have no appreciable value beyond salvage or junk value may be disposed of in an appropriate manner approved by the general manager.

Property to be traded in upon replacement or for other credits:

Property which is being replaced or which has trade-in value in the purchase of other property may be used for trade-in purposes provided that the trade-in value is clearly indicated in the price of the transaction.

Records of surplus property disposition that document compliance with this policy shall be maintained for at least the following time periods: property valued at \$3,000 or more – 24 months; property valued at under \$3,000 – 12 months. Such dispositions shall also be reported to the Board of Directors.

Additional Note to Finance: The motion adopting this policy specified that the proceeds from such surplus property sales should be placed in the capital account.<sup>42</sup>

## Section 7. Funding of Debt.

Payment of contracted debt shall take precedence in the use of Club revenues and in the budgeting of Club expenses. Appropriate debt service payments for any and all contracted

---

<sup>42</sup> Revised 6/16/03 Board Meeting

debt shall be included in each annual or project budget. Any revenues designated or earmarked for use in capital projects and/or the servicing of debt for such projects shall be faithfully and continuously set aside for such use. Alternative, reliable revenues may be substituted for such designated or earmarked revenues, provided that such substitutions comply with the requirements of any contracts for debt. No budget action shall be taken which abrogates or fails to fulfill the requirements of a contract for debt.<sup>43</sup>

## ARTICLE XVI. LOT SALES.

### Section One.

These rules and regulations implement Board resolution dated March 17, 2003 and are effective on that date with all pending and dated contracts prior to April 1, 2003 grandfathered.

### Section Two.

1. A Club-owned lot may not be leased or in any way encumbered so as to make it unavailable for sale. Any property or lot used by the Club under Article V, Section (C) of the Deed Restrictions is excluded from this rule.

### Section Three.

1. The selection of lots to be sold and the selling price of each will be set by the Board of Directors in accordance with the Board of Directors Policies and Article VIII, Section Six of the Club Bylaws.
2. Section 3.2. Lot Sale Commission. The Club will pay the following commission to a licensed real estate broker who presents and acceptable contract for purchase of a Club-owned lot: five percent.

### Section Four.

Club-owned lots may be sold only with a membership attached. Buyers acquiring such lots shall pay fair market value, applicable fees and appropriate dues.

### Section Five.

Members who purchase (and/or own) residences built on multiple lots may return a Membership on a sub lot/lots to the Club. This action requires signing an irrevocable agreement prior to closing at the HAWL Club Office and request addition to the membership conveyance list. Upon completion of this documentation, the member will only be charged one initiation fee, however, they will be charged full monthly dues on all lots until they are conveyed and the official re-

---

<sup>43</sup> Revised 9/8/03 Special Board Meeting

platting of these lots are complete (verification to HAWL Club is required through both the City and the County). Once the Club sells a lot(s) to which the returned membership(s) can be attached the member will be allowed to pay dues only on the remaining membership lot(s). Application of this rule to individual members will be in chronological order of requests received beginning in April 1998.

#### Section Six.

"Section Five" above applies only to those lots whereby the residence or its significant appurtenances cover a part of the lot(s). In general, these would include buildings, plumbing or other things permanently affixed to the land. Lots that can be separated and sold do not qualify. Thus prior to approval of membership re-conveyance of any given lots(s), the member/owners will be required to also initiate a singe/notarized "Agreement to Re-Plat Lots" (copy attached) that provides an irrevocable permanency for the combination of lots to one membership. The Board of Directors is the final authority on which lot combinations qualify. Except to the extent the Deed Restrictions require otherwise, any lot combination deemed qualified shall be treated as one lot for purposes of applying Building Code rules.

### ARTICLE XVII. MEMBERSHIP.

#### Section One.

The Board of Directors shall, as soon as practicable after installation in office each year, designate at least two of its members to serve with the Secretary as a membership committee. (Board of Directors Policies.)

#### Section Two.

1. The Membership Committee shall be responsible for the processing of applications for membership and shall make recommendation for membership in Hide-A-Way Lake Club. (Board of Directors Policies, Article III, Section Four of the HAWL Club, Inc. Bylaws.)

#### Section Three.

1. Initiation fees shall be established by the Board of Directors. These fees shall be valid for one (1) year after adoption and may be reviewed and appropriately increased or decreased for succeeding years. The Board of Directors, by vote of two-thirds (2/3) of its elected members, may waive initiation fees in individual cases of inheritance or intra-family transfer of ownership of membership lots. (Board of Directors Policies, Article VIII, Section Nine, and Article IX, Section Three of the HAWL Club, Inc. Bylaws.)



2. Initiation Fees & Membership Dues. Any Person acquiring a lot in HAWL with or without structures on them, must pay full initiation fees at the time of closing and are subject to full monthly dues in accordance with HAWL's policy, rules, and regulations.

Exceptions:

- a. Members who wish to purchase<sup>44</sup> another property in HAWL will not have to pay the initiation fee for twenty-four months. If either property is not sold during this period, then initiation fee will become due immediately (variances and/or other exceptions are not allowed).

If either property is leased during this twenty-four month period, the initiation fee must be paid immediately and is not refundable.

Full monthly dues will be assessed on both properties (no exceptions).

- b. Builders may purchase undeveloped HAWL lots for the purpose of resale without the necessity of paying the initiation fee to HAWL Club at the time of purchase. If the property is not sold with or without structures, within twenty-four months, the builder will be required to pay HAWL Club an amount equal to the current initiation fee. An amount equal to the current full monthly dues will be assessed the Builder during this twenty-four month period. If the builder is not a current member of HAWL Club and if the property is leased or if the property becomes his personal residence during this period, the initiation fee must be paid to HAWL Club immediately. If the builder is a current member of HAWL Club and sells his current residence during this period and the newly acquired property becomes his personal residence, then the initiation fee shall be transferred from his previous residence to his new residence and full monthly dues assessment will continue. If either property is leased during the twenty-four month period, the initiation fee must be paid immediately.

The October 11, 1994 Agreement with Fair Management Company and HAWL Club, Inc. shall remain in effect, as applicable, and as such shall supersede this policy.

- c. NOTATION: Non-member builders are being assessed the equivalent of full monthly dues, which will be levied against the property as opposed to granting membership privileges.

No variances/extensions allowed.

3. Deferral of Initiation Fees: Remodeling and Rebuilding.

Rebuilding/Remodeling Incentive. Members or builders may qualify for temporary deferral of initiation fees when they acquire lots with structures on them for the purpose of

---

<sup>44</sup> Revised 12/20/10 Board Meeting from relocate to purchase

rebuilding or remodeling the primary dwelling in order to re-sell the property. "Rebuilding" means removal of a primary dwelling structure and replacement with a new dwelling of greater value. "Remodeling" means substantial reconstruction, structural improvement, and/or major repair and renovation of a structure, which significantly improves its value or extends its life --- not just cosmetic work or necessary maintenance work. Applications for rebuilding or remodeling deferrals shall be made to the general manager, and qualifications for deferrals shall be determined by the general manager.

Initiation Fee Deferrals and Payments. Members or builders whose rebuilding or remodeling acquisitions qualify for deferral shall be allowed to delay payment of the initiation fee for up to 24 months from the date of the lot purchase. After 24 months, the initiation fee becomes immediately due and payable. If the property and project includes multiple contiguous lots, the deferral and payment requirements shall apply to each lot.

Leases or Occupancy. The initiation fee also becomes immediately due, and payable. If the property is leased or becomes occupied by the owner or any other person at any time during the 24 month period following the lot purchase; provided that, if a member relocates to the property which is the subject of a deferral under this policy, the same provisions set forth in Exception Section Three, 2. above will apply.

No Waiver of Dues. Full monthly dues will continue to apply at all times to the property for which an initiation fee deferral is granted.

Variances. No variances or extensions to this policy will be allowed.

Agreements. Members or builders who qualify for this deferral shall sign a written agreement with the Club confirming that they have read and understand this policy, will expedite the remodeling or rebuilding work, and will comply with all the provisions of this policy.

Use Limitation. A deferral under this policy for any property may not be granted more than once in an eight year period.

Revocations; Penalties. Deferrals of initiation fees are a privilege, and the Club reserves the right to revoke a deferral at any time upon a determination that the member or builder has failed to expedite the remodeling or rebuilding work or has otherwise violated Club rules and regulations. Violation of this policy may also result in loss of member privileges, loss of building privileges within Hide-A-Way, and/or non-approval of future deferral requests.

#### Section Four.

A Hide-A-Way Lake Club, Inc. member who sells their property in Hide-A-Way Lake is no longer a member and is not entitled to use the facilities of Hide-A-Way Lake Club, Inc. A former member may re-establish membership without paying another initiation fee by purchasing

property in Hide-A-Way Lake within one year of the sale of their former property. The closing dates on the sale of the former property and purchase of new property shall constitute the one-year period.

#### Section Five.

When any member of the Club is in arrears in payment of dues, fees, assessments, or charges for a period exceeding 60 days, Club membership privileges will be suspended and a late charge of \$25 will be added for each month that the account remains delinquent. Membership privileges suspended will be reinstated on the first day of the calendar month following full payment of the delinquent amount. Payment of less than the full delinquent amount will not be grounds for reinstatement of privileges.<sup>45</sup>

### ARTICLE XVIII. FINES and PENALTIES.

#### Section One. Purpose.

- A. The following fines or other penalties are deemed necessary for the reduction or elimination of violations believed to threaten the security, safety and well-being of members, lessee associates, employees, visitors and Club-owned property, grounds, or amenities.
- B. A member or lessee associate is entitled to a reasonable period of time to cure a violation to avoid a fine if the violation is of a curable nature and does not pose a threat to public health or safety. This does not apply to a similar violation for which the member has been previously given notice that occurred in the preceding six (6) months.
- C. A violation is considered incurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. The non-repetition of a one-time violation that is not ongoing is not considered an adequate remedy. An act constituting a threat to health or safety is considered incurable.
- D. Fines and penalties listed are for violations that occur within a continuous six (6) month period. If a fourth violation occurs within a continuous six (6) month period the member or lessee associate shall be referred to the Community Compliance Committee.
- E. Fines and penalties listed shall be automatically levied within five business days after review by the General Manager or his designee.

---

<sup>45</sup> Revised: Addition 3/16/09

- F. Fines or penalties, that are incurred by a family member, a person or company permitted entry by a member or lessee associate, that are not paid by the fined or penalized family member, person or company within the allotted time period shall be transferred to the members account.
- G. Fines and penalties incurred by a member or lessee associate shall be paid within ten (10) business days, if the fine is not paid within the time allotted the fine shall be posted to the members account.
- H. Fines and penalties incurred by authorized guests shall be paid within ten (10) business days at the Club administrative office in accordance with Article II.

Section Two. Driving and Traffic Violations

Violation	Member/Lessee Associate			Authorized Guests		
	First	Second	Third	First	Second	Third
1. Speeding 1-10 mph over	\$50	\$75	\$100	\$100	\$150	\$200
2. Speeding 11-15 mph over	\$75	\$100	\$150	\$100	\$150	\$200
3. Speeding 16-20 mph over	\$100	\$150	\$250	\$175	\$225	\$300
4. Speeding 21+ mph over	Referral to Community Compliance Committee			\$500	\$500	\$500
5. Running stop sign	\$50	\$100	\$150	\$125	\$200	\$300
6. Failure to yield right-of-way	\$50	\$75	\$150	\$100	\$175	\$250
7. Reckless driving	\$100	\$150	\$250	\$150	\$250	\$300
8. Gate running (intentional)	\$100	\$150	\$300	\$200	\$250	\$300
9. Leaving scene of accident	\$100	\$150	\$200	\$200	\$300	\$350
10. Driving without lights in dark	\$50	\$100	\$150	\$125	\$200	\$300
11. Failure to provide identification	\$25	\$75	\$150	\$100	\$200	\$300
12. No valid driver's license	\$50	\$150	\$250	\$175	\$250	\$300
13. Permitting unlicensed driver to drive vehicle	\$100	\$200	\$300	\$250	\$300	\$350
14. Driver's license restriction or endorsement violations	\$50	\$75	\$100	\$150	\$200	\$300
15. Registration violation		\$100	\$150	\$125	\$175	\$300
16. Passing loading/unloading school bus	\$300	\$400	\$500	\$300	\$400	\$500

Section Three. Parking Violations

1. Handicapped parking violation	\$100	\$150	\$125	\$175	\$250
2. Other illegal parking	\$75	\$150	\$100	\$175	\$250
3. RV, boat, or trailer parking within front yard setbacks	\$50	\$100			

4. Temporary Storage Units,  
e.g. PODS \$75 \$150

Section Four. Security Violations

1. Allowing barred person entry	\$100	\$200	\$300	\$200	\$275	\$350
2. Abuse of real estate buyers access rules	\$100	\$200	\$400	\$200	\$350	\$500
3. Illegal decals	\$100	\$200	\$300	\$200	\$300	\$400
4. No decal		\$150	\$300	\$200	\$350	\$500
5. Transferring decals to other vehicles other than issued to	\$100	\$200	\$300	\$250	\$300	\$350
6. Reckless conduct	\$100	\$200	\$300	\$250	\$300	\$350
7. Teen curfew violations	\$50	\$100	\$200	\$50	\$100	\$200
8. Providing false information to Security personnel	\$100	\$150	\$200	\$150	\$300	\$400
9. Underage drinking on Club property	\$50	\$100	\$200	\$50	\$100	\$200

Section Five. Lake Violations

1. Safety violations (violations endangering persons or property)	\$100	\$200	\$300	\$100	\$200	\$300
2. Other lake rule violations	\$50	\$100	\$300	\$50	\$100	\$300
3. Fishing limit violations	\$50	\$150	\$300	\$50	\$150	\$300

Section Six. Deed Restriction Violations

1. Excessive trash on lot or yard		\$100	\$200	\$100	\$200	\$400
2. Failure to remove dead trees		\$150	\$250			
		plus removal expense				
3. Failure to mow growth, weeds plus mowing expense		\$100	\$200	\$100	\$200	\$300
4. Excessive noise (curable)		\$50	\$100	\$50	\$100	\$200
5. Excessive noise (uncurable)	\$50	\$100	\$150	\$50	\$100	\$200
6. Fire hazard violation		\$100	\$200	\$75	\$150	\$250
7. "No burn" rule violation	\$50	\$100	\$200	\$75	\$150	\$250

Section Seven. Other Violations

1. Storage area violations		\$50	\$100	\$50	\$100	\$150
		fourth violation: removal of stored items				
2. Animal control violations		\$100	\$200	\$100	\$200	\$300
		fourth violation:\$400				
3. Sign rule violations		\$100	\$200	\$100	\$200	\$300

	fourth violation:\$400					
4. Failure to pay green fee or cart fee before teeing off	\$50	\$100	\$200	\$100	\$200	\$300
5. Other golf course violations		\$100	\$200	\$100	\$200	\$300
	plus any cost of repairs					
6. Unauthorized entry onto golf course under construction	Referral to Community Compliance Committee			Referral to Community Compliance Committee		
7. Tampering, damaging, or altering Club or private property	Penalty set by Community Compliance Committee			Penalty set by Community Compliance Committee		
8. Theft of Club or private property	Penalty set by Community Compliance Committee			Penalty set by Community Compliance Committee		
9. Failure to appear before Community Compliance Committee when instructed	\$300	\$400	\$500	Penalty set by Community Compliance Committee		
10. Verbal abuse of Club employee	\$200	\$300	\$400	\$250	\$350	\$500
11. Fireworks rule violation	\$150	\$300	\$500	\$200	\$350	\$500
12. Community nuisance rules violation		\$50	\$100	\$50	\$100	\$200
	fourth violation:\$200					

13. Violations of the Building Code shall be subject to fines of two hundred dollars (\$200) for the second offense, and three hundred dollars (\$300) for the third offense. Each day may be deemed a separate offense.

14. Vandalism. When a Member, Lessee Associate, Household Member or their Invitee willfully destroys, damages or defaces property belonging to the Club, the Member or Lessee Associate shall be fined up to five hundred dollars (\$500) plus the cost of replacement or repair, and may be given up to a one year suspension from membership privileges. Such fine and suspension shall be set by the Club Community Compliance Committee.

Section Eight. Unauthorized Alcohol in Texas Alcoholic Beverage Commission Licensed Areas of Club.

- A. Any unauthorized alcohol brought into an area that is part of the Texas Alcoholic Beverage Commission (TABC) Club license shall be confiscated by the Club. The first offense shall result in a one hundred dollar (\$100) fine and ten (10) day suspension from Club privileges and amenities. The second offense shall result in a three hundred dollar (\$300) fine and a ninety (90) day suspension from Club privileges and amenities. The third offense shall result in a five hundred dollar (\$500) fine and a one hundred eighty (180) day suspension from Club privileges and amenities.

- B. If the TABC assesses any fine or any loss of revenue is incurred by the Club it shall be passed onto the offending member.

#### Section Nine. Unlisted Violations

- A. Violations for which a specific fine or penalty is not listed and that is curable shall be subject to a minimum fine of one hundred fifty dollars (\$150) for the second offense (following a warning for the first offense) and two hundred fifty dollars (\$250) for the third offense.
- B. Violations for which a specific fine or penalty that is not listed and that is incurable shall be subject to a minimum fine of one hundred dollars (\$100) for the first offense, one hundred fifty dollars (\$150) for the second offense and two hundred fifty dollars (\$250) for the third offense.

#### Section Ten. Additional Violations

- A. Multiple violations in a six (6)-month period beyond the number for which specific penalties are listed shall be referred to the Community Compliance Committee for action. The Community Compliance Committee may impose penalties which include suspension of any or all privileges, and fines of up to five hundred dollars (\$500).

#### Section Eleven. Serious and Repetitive Violations

- A. Members or lessee associates who commit safety, health, or disturbing the peace violations may be suspended from privileges or amenities immediately by the General Manager or the Chief of Security. The member or lessee associate shall be referred to the Community Compliance Committee which may impose further penalties which may include suspension of privileges and fines of up to five hundred dollars (\$500).
- B. Members or lessee associates who commit more than three (3) violations in a six (6) month period shall be referred by the General Manager to the Community Compliance Committee for action. The Community Compliance Committee may impose penalties which include suspension of privileges and fines of up to five hundred dollars (\$500).

ANNEX I

REGISTRATION  
CATFISH TROT LINE FISHING HIDE-A-WAY LAKE

DATE

NUMBER of LINES:

\_\_\_\_\_

LOCATION of LINES:

\_\_\_\_\_

I (We) agree to abide by all rules and regulations approved for the trot line fishing programs:

MEMBER: \_\_\_\_\_ LOT # \_\_\_\_\_

MEMBER: \_\_\_\_\_ LOT # \_\_\_\_\_

MEMBER: \_\_\_\_\_ LOT # \_\_\_\_\_

MEMBER: \_\_\_\_\_ LOT # \_\_\_\_\_



THE FOLLOWING MUST BE REPORTED TO THE ADMINISTRATION OFFICE AT THE END OF THE TROT LINE PERIOD.

CATFISH ONLY

\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT  
\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT  
\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT  
\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT  
\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT  
\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT  
\_\_\_\_\_LENGTH \_\_\_\_\_WEIGHT

\*\*\*\*\*DAILY INSPECTIONS OF TROT LINES ARE REQUIRED. ANY BASS CAUGHT ON THESE LINES ARE TO BE RELEASED IMMEDIATELY. ALL LARGE CATFISH ARE TO BE REMOVED FROM THE LAKES.

HIDE-A-WAY LAKE CLUB, INC.

CAPITAL BUDGET REQUEST / AUTHORITY FOR EXPENDITURE [A.F.E.]

AFE #

---

Section I:                   Item Requested

**Item Description:** \_\_\_\_\_  
**Estimated Cost:** \_\_\_\_\_  
**Cost Center:** \_\_\_\_\_

---

Section II A:                   Complete this section if this is a new acquisition

Life Expectancy: \_\_\_\_\_  
**Justification:** \_\_\_\_\_  
\_\_\_\_\_

---

Section II B:                   Complete this section if this is a replacement of existing assets.

Asset Present Condition:        Good  Poor    Beyond Repair

**Original Purchase Price:** \_\_\_\_\_

**Date of Purchase:** \_\_\_\_\_  
**Present Book Value:** \_\_\_\_\_  
**Present Trade-In Value:** \_\_\_\_\_

**Justification:** \_\_\_\_\_

Signature of Requesting Supervisor: \_\_\_\_\_  
Requests will not be considered without a supervisor signature.

---

**Section III:** General Manager's Recommendation:  
 **Approved**     **Disapproved**    \_\_\_\_\_  
Signature of General Manager

---

**Section IV:** Authorization for Expenditure (Items in excess of \$7500)

1. Is cash available to make this purchase? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Has there been any change in the circumstances, priority or justification since this item was approved in the current year budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If yes, please explain)

Date AFE approved by the Board of Directors: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Board Approval Signified: \_\_\_\_\_  
Secretary, Hide-A-Way Lake Club, Inc.