

**BYLAWS
OF
GROVE CLUB LAKE, INC.**

I. GENERAL

- A. These Bylaws (herein referred to as the "Bylaws") govern the affairs of **GROVE CLUB LAKE, INC.**, a non-profit corporation, (herein referred to as the "Club" or the "Corporation"), organized under the Texas Non-Profit Corporation Act (herein referred to as the "Act").
- B. The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in Texas. The Board of Directors shall designate the registered office and registered agent of the corporation in accordance with the Act, and the Board of Directors may change the registered office and the registered agent as provided by the Act. In addition, **GROVE CLUB LAKE, INC.** will comply with all required federal and state filing requirements.
- C. These Bylaws may be altered, amended or repealed and new Bylaws adopted by a vote of seventy-five (75%) percent of the votes entitled to be cast by the Members present, in person or by proxy at a meeting called for such purpose. Proposed amendments to the Bylaws must be presented to a qualified attorney for a legal opinion, then posted for thirty (30) days in advance of a called meeting of Members for the purpose of voting on the proposed amendments.
- D. The objective of the Club shall be the creation of a quiet and desirable recreational community with the promotion of wholesome and healthy sports for the enjoyment and pleasure of its Members, their families and their guests.

II. MEMBERS

- A. **Membership.** Membership privileges originate with the shareholder and shall be restricted to the Members and Associate Members as defined below:
 - 1. **Member.** A Member is one who holds a Share Certificate of stock in Grove Club Lake, Inc. in his or her name, evidencing rights of membership in the Club. Each Member is entitled to one (1) vote on all matters requiring a vote at any meeting of Members. A Share Certificate may be issued in the name of no more than two persons, consisting of spouse or legal companion, with each person making application for membership. Such persons shall not each be entitled to a vote, but shall jointly share one (1) vote.
 - 2. **Resident Associate Member.** A Resident Associate Member is the spouse or companion of a member, as well as any immediate family, including the parents, children, grandchildren, brother or sister of a member. A Resident Associate Member shall be responsible for adherence to all provisions of the Bylaws/Protocol. A Resident Associate Member shall enjoy the privileges of the Club with respect to residency, boating, hiking, swimming, fishing, hunting etc.
 - 3. **Non-Resident Associate Member.** A Non-Resident Associate Member is the spouse or companion of a member, as well as any immediate family including the parents, children,

grandchildren, brothers or sisters of a member **who do not reside at the lake.** These members will have limited lake privileges, with respect to boating, fishing and swimming, etc. These privileges will not require the presence of the Member.

Approval by the Board of Directors will be required in the event that any Associate Member over the age of 21 wishes to establish residency in the Member's home. The Associate Member will be required to read and agree to abide by the Bylaws/Protocol of Grove Club Lake and sign same. Any Associate Member over the age of 21 will be required to submit to a background check at a cost of \$200.00 per proposed member prior to establishing residency.

GCL Member will be responsible for any Bylaws/Protocol violation, if any, committed by the Associate Member while on GCL property.

4. **Visitor.** A Visitor is a person who comes onto the Club premises for the specific purpose of contacting a Member or Associate Member. A Visitor may be invited to participate in and enjoy the privileges offered to Members and Associate Members of the Club, only as long as the Member or Associate Member is present somewhere on The Club property and has made the visitor aware of all restrictions, especially those regarding types of fishing allowed, size and quantity of fish to be taken.
5. **Service Personnel.** Individual or individuals hired by a Member or Associate Member for the specific purpose of performing a specific service; i.e. home maintenance, repair, lawn maintenance, etc to be performed during normal business hours with emergency exceptions.

No lake privileges, including overnight accommodations unless accompanied by Member, shall be extended to service personnel. All service personnel are subject to Bylaws and Protocol established by the Club.

- B. Residency.** Residencies on the Club property are privileges, not rights, extended to Members and Associate Members. Violation of the Bylaws/Protocol of the Club, including but not limited to conduct on Club property which is incompatible with the provisions of the Bylaws/Protocol or otherwise violate the laws of the State of Texas, may result in the revocation or restriction of these privileges or the imposition of a fine by the Board of Directors of the Club.

III. MEETINGS OF MEMBERS

- A. Annual Meetings.** An annual meeting of the Members shall be held on a day and at an hour set from time to time by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. Decisions at annual, regular or special meetings shall be decided by a majority of the votes presented at such meetings. There shall be no more than one (1) vote cast per Share Certificate.
- B. Special Meetings.** A special meeting of the Members may be requested by any Member, but may be called only by the President, the Board of Directors, or the Members holding not less than one-fourth ($\frac{1}{4}$) of the votes entitled to be cast at such meeting, as defined in Article III, Section E.

- C. **Meeting Place.** All meetings shall be held at a conveniently located address designated by the Board of Directors and included in the Notice of Meeting.
- D. **Notice of Meeting.** Emailed or printed notices stating the place, day and hour of any meeting of Members shall be delivered personally, by mail or by email to each Member entitled to vote at such meeting at the direction of the President or the Members calling the meeting. Such notice shall be delivered to such Members not less than ten (10) nor more than fifty (50) days before the date set for such meeting. Notice of a special meeting shall state the purpose or purposes for which such meeting is being called. In the case of an emergency, this section may be waived by the President or the Board of Directors.

If mailed, such notice shall be deemed to be delivered upon the expiration of three (3) days after depositing such notice in the U. S. Mail, in a sealed envelope with postage thereon prepaid. If notice is given by email, such notice shall be deemed delivered when the email company accepts the message for delivery. Member is responsible for providing current mailing address and email address updates to the GCL Secretary when applicable. If delivered personally, such notice shall be deemed to be delivered when delivered to the Member or Associate Member occupying a residence on the Club property. In the case of notice delivered personally, in the event of a dispute regarding receipt of notice, the written statement of the person delivering such notice shall be conclusive.

- E. **Quorum.** The Members holding one-fourth ($\frac{1}{4}$) of the votes entitled to be cast, represented in person or by proxy, shall constitute a quorum at any meeting. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy at a meeting at which a quorum is present, shall be the act of the meeting of Members. If a quorum is not present at a meeting of the Members, a majority of the Members present may move to adjourn the meeting to a future date. Notice of such meeting shall be deemed delivered by posting the date and time of such meeting on the bulletin board at the front gate of the Club.
- F. **Proxies.** A Member may cast his or her vote by proxy executed in writing by the Member or by the Member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for more than eleven (11) months.
- G. **Voting by Mail.** Where Directors are to be elected, such election may be conducted by mail in such manner as the Board of Directors shall determine.
- H. **Rights of Members.** Members may speak at any meeting of Club Members. Members and Associate Members will act under Roberts Rules of Order when called upon by the Chairman.
- I. **Agenda.** Members may have items of business placed on the agenda of meetings of Members by their attendance at a Board Meeting or by informing the Board of Directors of the requested item in writing.

IV. BOARD OF DIRECTORS

The Club will purchase and maintain E&O insurance for the purpose of the protection of any member serving on the board of directors.

- A. **General Powers.** The property and affairs of the Corporation shall be managed and controlled by its Board of Directors. Only Members of the Club may serve on the Board of Directors.
- B. **Number, Tenure and Qualification.** The Board of Directors shall consist of five (5) members. All Board members to serve two- year terms with three (3) Board members being elected on the odd years and two (2) Board members being elected on the even years, with no term limits. Election of Directors shall be by a majority of votes presented at the annual meeting of Members, and Board members shall hold their office for the length of term elected, or until their successor shall have been elected and qualified.
- C. **Nominating Committee.** Immediately preceding the annual meeting of Members, the nominating committee will present a list of the Members willing to be nominated to serve on the Board of Directors. Further nominations may be made by Members from the floor at such meeting.
- D. **Vacancies.** Vacancies occurring on the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors no less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.
- E. **Authority.** Subject to the provisions of these Bylaws, the Board of Directors, by majority vote thereof, shall have the power to prescribe and enforce the Club Bylaws/Protocol governing the Club and to enforce penalties for violations of the Club Protocol and Bylaws of the Club. The Board of Directors may exercise other powers as may be necessary and proper to carry out the objectives for which the Club is organized. The vote of a majority of the Board of Directors shall be final. Failure of Members and Associate Members to comply with the Bylaws and Protocol of the Club or the penalties prescribed by the Board of Directors may result in revocation of membership.
- F. **Regular Meetings.** At least quarterly, the Board of Directors shall meet in a regular session at specified times to be determined by the Board and posted so that interested Members may attend.
- G. **Special Meetings.** Special meeting of the Board of Directors may be called by the President or any two (2) Directors.
- H. **Special Meeting Notice.** Notice of any special meeting of the Board of Directors shall be given at least two (2) days prior thereto by written notice delivered personally or sent by mail, e-mail or verbally over the telephone to each Director at his address as shown on the records of the Corporation. Such notice shall specify the purpose or business to be transacted at such meeting.

If mailed, such notice shall be deemed to be delivered upon the expiration of three (3) days after depositing such notice in the U. S. Mail, in a sealed envelope with postage thereon prepaid. If notice is given by e-mail, such notice shall be deemed to be delivered when the e-mail company accepts the message for delivery. If delivered personally, such notice shall be deemed to be delivered when delivered to the Member or Associate Member occupying a residence on the Club property. In the case of notice delivered personally, in the event of a dispute regarding receipt of notice, the written statement of the person delivering such notice shall be conclusive.

Directors may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

- I. **Quorum.** At least three (3) members of the Board of Directors must be present at a meeting to constitute a quorum. All decisions of the Board shall be by majority vote of those present.
- J. **Compensation.** Directors as such shall not receive any remuneration for their services.

V. OFFICERS

A. General

1. **Designation.** The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer, Maintenance Officer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such officers as it shall deem desirable, such officers to have the authority to perform the duties prescribed by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.
2. **Election and Term of Office.** Immediately following the Annual Meeting of Members, the newly elected Board of Directors shall meet and elect the officers of the Corporation to serve for the ensuing year. Each officer shall hold office until his successor has been duly elected and qualified.
3. **Removal.** Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby.
4. **Vacancies.** A vacancy in an office resulting from the death, resignation, removal or other circumstance of such officer may be filled by the Board of Directors for the unexpired portion of the term vacated.

B. President. The President shall be the principal executive officer of the Corporation and shall, in general, supervise and control all of the business and affairs of the Corporation and of the Board of Directors. The President shall not vote at Board meetings except in the case of a tie. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

C. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President. When so acting, the Vice President shall have all the powers of and be subject to all the restrictions of the office of the President. The Vice President shall perform such other duties as may from time to time be assigned to his office by the Board of Directors.

D. Treasurer. If required by the majority vote of the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the duties of Treasurer in such sum and with such surety or

sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, and shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever. The Treasurer shall deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors in accordance with the provisions of Article VII. Section C of these Bylaws, and, in general, shall perform all the duties incidental to the office of Treasurer and such other duties as may be assigned to the Treasurer from time to time by the President or the Board of Directors.

- E. **Secretary.** The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided therefore in accordance with the provisions of these Bylaws or as required by law. The secretary shall be the custodian of the corporate records and of the corporate seal of the Corporation, and shall see that the seal of the Corporation is affixed to all legal documents duly authorized to be executed under the provisions of these Bylaws. The Secretary shall keep a register of the post office address of each Member, and, in general, perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.
- F. **Director at Large.** The Director at Large shall perform all the duties incidental to the office and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

VI. COMMITTEES

- A. **General.** The Board of Directors, by resolution adopted by a majority of the Directors, shall designate a Nominating Committee, Club Membership Committee and an Investigative Committee. The Board of Directors may designate such other committees as it deems necessary. The President of the Corporation shall appoint the members of a committee. All committees shall be responsible to the Board of Directors.

The lack of willing members to serve on club committees will result in board of directors assuming responsibilities/decisions required of the committee.

1. **Membership Committee.** The Membership Committee will investigate applicants for membership in the Club. Applicants will be furnished an Application for Membership and a copy of these Bylaws/Protocol of the Club. Applicants are required to submit a completed Application for Membership with a report of financial responsibility, and a statement that they have read and agree to comply with the Bylaws/Protocol of the Club.
2. **Investigative Committee.** Complaint forms are available from the secretary, who will direct all complaints to the Board of Directors. The Investigative Committee will receive written complaints from the Board of Directors regarding violation of the Bylaws/Protocol by other Members, Associate Members, and guests. The results of the investigation and any recommendations made by the Committee will be reported to the Board of Directors within thirty (30) days of the date such complaint is turned over to the Investigative Committee.

- B. **Term of Office.** All members of a committee shall continue to serve until the next Annual Meeting of Members of the Corporation and/or until their successor is appointed, or until the committee is terminated.
- C. **Chairman.** One (1) member of each committee shall be appointed Chairman of such committee by the President of the Corporation.
- D. **Vacancies.** A vacancy on any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.
- E. **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

VII. CONTRACTS, CHECKS, DEPOSITS, FUNDS

- A. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Neither the Board of Directors nor any officer or agent of the Corporation shall have the power or authority to execute any deed, mortgage, deed of trust or other instrument or conveyance covering any real property owned by the Corporation without 75% approval of the Members.
- B. **Checks, Drafts, etc.** All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness of the Corporation for any amount over the sum of Five Hundred Dollars (\$500.00) shall be signed by the Treasurer and countersigned by the President, Vice President or other officer so authorized by the Board of Directors.
- C. **Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.
- D. **Gifts.** The Board of Directors, on behalf of the Corporation, may accept any contribution, gift, and bequest or devise for general purposes or for any special purpose of the Corporation.

VIII. OWNERSHIP AND TRANSFER OF MEMBERSHIP

- A. **Ownership.** The ownership of the Corporation shall be limited to sixty (60) shares. Each share will be entitled to one (1) vote.

Inheritance of a share is not automatic; the inheritor must make application and be approved for membership before becoming an active member.

- B. **Issuance of Shares.** The Board of Directors shall provide for the issuance of Share Certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such Certificates shall be numbered and signed by the President and Secretary, and shall be sealed with the seal of the Corporation. The name and address of each Member, the certificate number and date of issuance of the Certificate shall be entered in the records of the Corporation.

- C. **Certificate Restrictions.** It shall be stated on the face of each Share Certificate that the Corporation holds a lien on the shares represented by such Certificate as set forth in Article IX, Section B. The face of each Share Certificate shall also reflect the restrictions on the sale and transfer of such Share Certificate as set forth in this Article.
- D. **Transfer of Shares.** Share Certificates of the Corporation will not be transferred unless and until the transferee has made proper application for membership in the Club and has been accepted as a Member in accordance with these Bylaws/Protocol, and has paid any applicable transfer fees.
- E. **Rejection of Application of Membership.** No person shall become a Member where one (1) or more of the Club Membership Committee votes against accepting the application. No person shall have a Share Certificate transferred into their name, nor shall they be entitled to any privileges or interests in the Club until they shall have filed an Application for Membership and furnished all other information requested by the Membership Committee, and have been contacted by at least two (2) members of the Membership Committee. At least three (3) character references shall be submitted with an Application for Membership. Applications shall be fully investigated.
- F. **Corporate Rights.** Members must afford the Corporation a period of ten (10) full days within which to purchase, at prevailing prices, shares of the Corporation such Member desires to sell or transfer.
- G. **Limitation of Shares.** There shall be one (1) share and only one (1) share of the Corporation held in any one household. Minors cannot hold a share in the Corporation unless dictated by law.
- H. **Limitation of Ownership.** A shareholder and/or household may own a maximum of one (1) share, one (1) residence and one (1) boathouse.

IX. LIENS, DUES, ASSESSMENTS AND FINES

- A. **Taxes.** The Club will pay all advalorem taxes assessed against Club property, liability insurance, and expenses of maintenance. The Club's liability insurance shall be maintained in full force and effect at all times.
- B. **Liens.** The Club shall have and hold an express lien upon each share in the Corporation represented by the Certificate. Such lien shall secure the Corporation in the payment of all indebtedness of the holder of such certificate due or hereafter becoming due to the corporation, without regard to how or when such indebtedness may be incurred. This lien shall be enforced as provided by the laws of the State of Texas and/or these Bylaws/Protocol.
- C. **Dues.** The amount of assessments, annual dues, fines or other indebtedness (herein sometimes collectively referred to as "indebtedness") shall be determined by the Board of Directors, subject to Article IX, Sections E. and F.
- D. **Payment of Dues.** Dues of the Club are due and payable annually on or before the 31st day of January, or can be paid biannually, with payments due on or before January 31st and July 31st. A penalty of Fifty Dollars (\$50.00) per month will be assessed each Member whose dues are not paid by the due date. A like penalty will be assessed for special assessments that are not paid within two (2) months of the due date of such assessments. Any Member who is in default in payment of dues

and/or assessments shall forfeit his or her right to vote at all meetings of Members of the Club until such delinquency has been satisfied. If indebtedness is not paid as provided in this Article, membership in the Club may be revoked unless application for special conditions is submitted to the Board pursuant to Section F below.

- E. **Failure to Pay Dues.** Whenever a Member shall fail to pay any and all indebtedness due the Corporation after such indebtedness shall have been due for one (1) month, the Secretary of the Corporation shall give written notice to such Member at the Member's last known address that such indebtedness is due, and unless such indebtedness is paid within thirty (30) days from the date such notice is mailed, the Board of Directors may impose reasonable sanctions on such Member, including the suspension or expulsion of such Member from the Corporation and the sale of the Member's interest in the Corporation.

The Board of Directors may not take any action against a Member without giving the Member adequate notice and an opportunity to be heard. To be deemed adequate, notice shall be in writing and delivered at least fourteen (14) days prior to the hearing before the Board. The Board of Directors, by majority vote, may suspend or expel a Member and may take action to sell the membership, privileges and interest of a defaulting Member in accordance with applicable law. In the event of such a sale of the membership interest, only the Corporation, or a person who has been approved for membership, as set forth herein, may purchase the membership, privileges and interest. The proceeds from such sale shall be applied first to the payment of the expenses incidental to such sale, secondly to the payment of the past due indebtedness precipitating such sale, and the remainder, if any, shall be paid to the Member whose rights and privileges, if not already revoked, shall immediately cease. Such sale shall serve to transfer the entire interest of such dispossessed Member in the Corporation to the purchaser at such sale. No such sale may be held without resolution of the Board of Directors, which resolution shall be duly entered in the minutes of the Corporation, and no such sale shall be construed to include the residence of such dispossessed Member.

- F. **Special Conditions.** Members under economic duress may, on application to, and with the approval of, the Board, have their payment of dues and/or assessments deferred without penalty for a specific time period set by the Board. Such indebtedness will be charged interest at the rate of ten (10%) percent per annum.

- G. **Assessments.** Should the revenue base of the Corporation be insufficient to meet the expenses of taxes, maintenance, insurance, improvements, betterment's, etc., the Board of Directors shall have the right to assess each Member an amount sufficient to meet the expenses of the Club. Such assessment shall not exceed Five Hundred Dollars (\$500.00) per year per share unless a higher amount is necessary at the discretion of the Board of Directors. A greater assessment shall require the consent of a majority of Members entitled to vote at a meeting of Members called and held for such purposes.

- H. **Fines.** The Board of Directors may assess fines against Members for any violation of the Bylaws or Protocols of the Club. All such fines shall be payable by the Member against whom the fine is assessed within thirty (30) days from receipt of notice thereof by the Member. The amount of the fine will be determined by the Board based on the type, severity, potential danger to person, property or peaceful enjoyment of others of the violation. The Board of Directors may exercise

their powers as may be necessary and proper to carry out the objectives for which the Club is organized.

Unless otherwise specified in the GCL Protocols, fine amounts are listed below and will increase for repeated violations.

1. **First violation of Bylaws ----- WARNING**
2. **Second violation of same offense ----- Fine \$100.00**
3. **Third violation – Suspension of Club Privileges for Six (6) Months or Fine \$200.00**

CONTINUED VIOLATIONS AND DISREGARD FOR GCL MEMBERS MAY RESULT IN LEGAL ACTION.

X. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceeding of its meetings. All books and records of the Corporation may be inspected by any Member, or a Member's agent or attorney, for any proper purpose at any reasonable time.

XI. USE OF COMMON AREA

Use of the common areas within **THE CLUB** by the membership shall be subject to the following rules, and such additional rules as the Directors or a committee appointed by them shall direct, sometimes herein referred to as "GCL Protocol".

- A. **Recreational Facilities and Pavilion Area.** Use of the recreation facilities, picnic area and pavilion shall be restricted to the use of families of Members, associate members, extended associate members and their guests or visitors. Guests shall be accompanied by the Member under whose membership they are visiting, or by an associate member of such member's family. Member will be responsible for cleanup of area and/or any damage caused by member's guests.
- B. **Curfew.** There shall be no group activity, including parties and meetings, in the common area after 10:00 PM unless approved by the Board or committee on a case by case basis. No source of excessively loud music shall be permitted within the common areas after curfew.
- C. **Occupancy; Conduct.** A Member or Associate Member shall not intentionally or unintentionally annoy or interfere with the peaceful enjoyment or rights of other Members or Associate Members, the Corporation or any other occupants of the Club. Such interference or annoyance shall include unreasonable noise, offensive odors, improper neighborly conduct or any other private or public nuisance including public intoxication, abusive language, public disturbance or other conduct which otherwise violates the laws of the State of Texas.
- D. **Compliance with Law; Waste.** A Member and Associate Member shall obey and comply with all public laws, ordinances, GCL PROTOCOL, and all ground rules now or hereafter promulgated. No Member shall do or allow to be done any act which would cause or threaten to cause any damage, encroachment or disrepair to the Corporation property, community facilities or residence or residence building site of any other Member.
- E. **Property.** While all property is owned by Grove Club Lake, Inc., property that each Member maintains or otherwise cares for shall be considered as such Member's yard unless otherwise

agreed upon by the Board and all Members involved, especially those with adjoining yards, or until and unless the Club is dissolved.

PROTOCOL
of
GROVE CLUB LAKE

GCL Protocol contains Rules and Regulations implemented in order to provide a safe and respectful environment for all Members. The Protocol may be updated by the current Board of Directors to address new or revised regulations based on growth or changes within the community.

- 1) Unauthorized Visitor.** Persons who are not defined in Article II.A.1 through A.4 as Members, Associate Members, Extended Associate Members or Visitors, and who are present on Club property and do not fall within these guidelines, are considered as an unauthorized visitor. Each unauthorized visitor carries a fine of **\$500.00** per incident to be assessed to the member who is responsible for the presence of such unauthorized visitor.

- 2) Speed Limit.** The speed limit on Club roads is not to exceed fifteen (15) miles per hour. In the event three or more complaints are received against any member, failure to abide by the speed limit will result in a first offense warning with a possible fine up to **\$150.00**. This fine will be assessed against member for associate members and extended associate members should they fail to abide by the posted speed limit.

- 3) Building.** The Lake and all surrounding lands belong to all Club Members. Any Member desiring to build a house or any kind of structure, including fences, sheds, pools, etc., on Club lake property shall first notify his neighbor Members to either side, in front of and in back of the property, with a proposed improvement drawing, signified in writing.
 - a)** Objections to proposed member's improvements may be addressed by appealing to the Board of Directors.

 - b)** The proposed improvement must be submitted for a permit approval from the Board of Directors. If such approval is granted, construction shall begin within ninety (90) days, or the Member must secure an extension on previous permit. A completion date may be established at the discretion of the board.

 - c)** Structures must be 50 feet apart from any other member's home. Proposed dwellings must be constructed on site. All sites must be approved by the Board of Directors. Any building in the front, sides or rear of a present home, inside or outside an existing fence line, must be only by mutual consent of all neighbor Members involved and/or the Board of Directors.

 - d)** No structures can be erected on the East side of the lake, south and east of 20627 E Grove Club Lake Rd and the dam. This includes boathouse, piers, etc.

- 4) **Movable Homes.** No house trailers or mobile homes are allowed for residence on the Club property.
- 5) **Boathouses.** Building sites for boathouse structures are subject to the approval of the Board of Directors. Neighbor approval is not required. Toilet facilities are prohibited. Building will be regulated by the provisions of Section 3 above, with the exception of neighbor approval and distance restrictions, and the following information must be included with your application for construction:
- i) Elevation views of front and back, side and roof design and height.
 - ii) Boathouse plans must include the complete size and construction information.
- 6) **Maintenance of Buildings.** Improvements such as houses, boathouses, docks and piers, etc. erected by a Member shall be kept in reasonably good condition. Grass, reeds and weeds are to be cut at regular intervals for snake control. This includes all areas around member boathouses.
- a) Structures which become an eyesore due to neglect and disrepair shall be repaired by the Member within thirty (30) days after notification by the Board. If the Member fails to repair such structures within 30 days after notification, the Board may sell the structure or have it removed at member's expense. An extension of time may be granted upon proper application of the Member to the Board of Directors.
 - b) No residence or home shall be constructed within 100 feet of the Club Lake.
- 7) **Boating.** Boat motors on the Lake are limited to twelve (12) horsepower. No boats, other than those owned by Members, are to be permitted on Grove Club Lake without permission of the Board of Directors.
- a) Inspections are to be performed on all boats and each boat must have the GCL sticker applied at all times. Failure to obtain inspection/sticker requirements will result in a fine of **\$1000.00** per incident.
- 8) **Property Maintenance.** Excluding homes with fenced yards on the water frontage, property between the road and the lake shall be under the supervision of the Grove Club Lake Board of Directors. A Member maintaining the property in front of his boathouse or home has exclusive use of said property for normal recreational activities of the Member and his family. However, any construction, cutting of trees, fencing or unusual use of the property must be approved by the Board of Directors. Unsightly storage, camping, or failure to maintain property will be considered a breach of Club Bylaws/Protocol, and the Member is subject to a fine or loss of Club privileges. (This includes any area used by the Member, such as surrounding yard and boathouse area.)
- a) If Member fails to maintain lawn, i.e. mowing during the spring and summer growth, the Club will pay the lawn maintenance crew to have the property mowed. The cost of mowing will be charged to the member, along with a \$50.00 fee to cover the time required to hire the mowers and tracking reimbursement, as well as the inconvenience of preparing and sending invoices.
 - b) Member is required to use approved aquatic weed control chemical spray when spraying around any boathouse or close to the lake aquatic spray is furnished by the Club for member

use. This chemical is specifically for the lake and will not harm fish. Failure to use this chemical will result in a fine in the amount of **\$250.00**.

- 9) **Burning.** **Members ONLY** are allowed to burn on Club Property, provided they have a secure, surrounded area – such as a burn barrel, rock, brick or stone surface – to mitigate the possibility of creating a fire hazard. You must have a water source available until the fire is extinguished. The common burn pile is exempt from having a water source. [Added Dec 2019] You must remain on site until the fire is extinguished. If you choose to use the burning areas provided by the Club, you must remain at the area until the fire is extinguished. A fine of \$50.00 will be assessed for violation of this burn policy. [Added Aug 2019]
- 10) **Swimming.** The Club will not be responsible for accidents of Members or their guests when swimming at GCL.
- 11) **Pets.** A Member may keep household pets on Club property, except that horses, cows, goats, sheep, pigs and other herd animals are strictly prohibited. All pets not kept in a Member's house shall be kept within the confines of a fence or staked. Pets accompanying Members on Club property must be on a leash or closely supervised by the Member, or otherwise kept off premises maintained by other Members. Violation of this provision may result in a fine being assessed against such Member; habitual violation may result in the animal being removed or prohibited from the Club property.
- 12) **Timber.** Timber on Club property is owned by the Corporation. No timber may be cut without the permission of the Board of Directors unless such timber poses a clear and imminent danger to a Member's property.
- 13) **Commercial Activities.** The conduct of any commercial or business activity on any portion of the Club property that invites strangers onto Club property is prohibited for security reasons. Such prohibited activity includes, but is not limited to, garage sales, yard sales, etc., or rental of dwellings, garages, rooms or boathouses.
- 14) **Firearms.** Subject to exceptions provided in the GCL Hunting Rules and Regulations, as well as exceptions specifically set out below, the discharge of a firearm around Grove Club Lake is prohibited.(revised October 28, 2021)
- a) **Rifles.** The discharge of a rifle on Club premises is prohibited. **EXCEPTIONS:** Cartridges containing multiple projectiles such as Rat shot may be used in a rifle for the purpose of killing snakes and other vermin. Rifles utilizing whatever cartridge the Member chooses to use may be used in a Members home to defend themselves and their family from a home invasion.
- b) **Pistols.** The discharge of a pistol on Club premises is prohibited. **EXCEPTIONS:** Cartridges containing multiple projectiles such as Rat shot may be used in a pistol for the purpose of killing snakes or other vermin. Pistols utilizing whatever cartridge the Member chooses to use may be used in a Member's home to defend themselves and their family from a home invasion. Open Carry of a pistol on Club premises is forbidden.
- c) **Shotguns.** Shotguns may be used in a safe manner by a Member, Resident Associate Member or Non-Resident Associate Member for the purpose of killing snakes, or any other vermin.

- d) **Pellet Guns.** Low power Pellet guns, Air rifles & Air pistols are allowed to be used on Grove Club Lake property. Minors using such firearms must be supervised by an adult member.
(rev. 1/13/2022)

15. Fishing. Fishing by Members, Resident Associate Members, Non-Resident Associate Members and their visitors (as each are defined in the 2021 Grove Club Lake, Inc. ByLaws) shall be governed by the regulations set out below. Violation of the provisions of this Protocol may result in fines or other penalties assessed by the majority vote of the Board of Directors, including but not limited to the revocation of fishing privileges for a specified time period.(rev. 10/28/21)

a) **Policy.** It shall be the policy of Grove Club Lake, Inc., hereinafter GCL, to follow the recommendations of the fishery biologist hired by GCL pertaining to the growth and perpetuation of fish in waters located on GCL property.

b) **Size and Limit.** The limit and size that are allowed to be kept of various species of fish shall be set by the Lake/Fish Committee with input from the fishery biologist hired by GCL. Such information shall be forwarded to GCL Members via e-mail and posting on the announcement boards located on East GCL Road and West GCL Road property.

c) **Fishing from a dock, pier or boathouse.** Fishing from another Member's dock, pier or boathouse without the permission of the Member is prohibited.

d) **Visitors With Respect to Fishing.** Members, Resident Associate Members and Non-Resident Associate Members are limited to two (2) visitors and such visitors' families during any one day for the purpose of fishing without permission of the Chairman of the Lake/Fish Committee. Visitors and any members of the Visitor's families may only be on GCL property to fish if the Member, Resident Associate Member or Non-Resident Associate Member who invited them to fish is physically located on GCL property – no exceptions. Each Visitor who is fishing without being with the Member, Resident Associate Member or Non-Resident Associate Member physically being with them must have a daily GCL Fishing Permit.

e) **Netting or Seining.** Netting or seining for the purpose of catching edible fish in any waters located on GCL property is strictly prohibited. Netting or seining for bait fish in any waters located on GCL property will only be allowed by permission of the Lake/Fishing Committee with input from GCL fishery biologist.

e) f) **Trot Lines and Jug Fishing.** Trot line and jug fishing is not allowed in any waters located on GCL property. Failure to comply with this regulation will result in revocation of Member's, Resident Associate Member's and/or Non-Resident Associate Member's fishing privileges for a minimum period of three months.[Rev October 28, 2021]