

# LAKE ROSEMOUND ASSOCIATION INC.

10472 Lindsey Lane  
ST. FRANCISVILLE, LA 70775



## APPLICATION FOR MEMBERSHIP

Please provide the following information:

Lot Number \_\_\_\_\_ Is this your principal address? Yes \_\_\_\_ No \_\_\_\_

Lake Rosemound street address \_\_\_\_\_

Legal Name(s) as shown on deed \_\_\_\_\_

Designated Stockholder (voting member of family or corp owner/agent) and mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: Home \_\_\_\_\_ Lake \_\_\_\_\_ Work or Cell \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Note: By providing LRA with your email address, you agree to receive newsletters and other LRA communications in this manner rather than by postal mail. We do not share your email address and it is not seen by other recipients.

I purchased this property from \_\_\_\_\_

Return this application to the above address, accompanied by a check for the following:

\_\_\_\_\_ Initiation fee of \$2500 (Note 1 below) *or*

\_\_\_\_\_ Transfer fee of \$250 (Note 2 below).

\_\_\_\_\_ Annual dues of \$500, if not paid by previous owner.

\_\_\_\_\_ Late fee of \$100, if annual dues not paid by March 1<sup>st</sup>.

\_\_\_\_\_ Copy of the Act of Sale to indicate acquisition of the property.

\_\_\_\_\_ Copy of the current property survey.

\_\_\_\_\_ The original LRA stock certificate previously issued for this property.

\_\_\_\_\_ Did you receive a boat ramp gate card from the previous owner? Card# \_\_\_\_\_

Note 1: Initiation fee will apply to most new LRA memberships, with exceptions as indicated in Notes 2 & 3.

Note 2: Transfer fee will apply in following circumstances:

- inheritance of existing LRA membership by immediate family,
- internal transfer - LRA member owns one or more qualifying properties; transfers from one to another, or
- transfer of primary ownership from one co-owner to another due to death or other circumstance.

Note 3: No fee will apply in case of spouse assuming ownership through inheritance or divorce.

Please read this statement and sign below:

I acknowledge receipt of the Articles, Bylaws, Lake Rules, and other relevant documentation of the LRA. I acknowledge that I have read and understand them and, if accepted as a member, I agree to abide by all rules and regulations of the LRA.

Signature \_\_\_\_\_ Date \_\_\_\_\_

*LRA Membership Application Aug10.doc*



## Watercraft Registration for POSTAL mail with check

**NOTE: \*ONLINE option available on [lakerosemound.org](http://lakerosemound.org)**

1. Consider online registration. On the home page after login you will see links to boat registrations - motor & non-motor.
2. Or complete this form and postal mail it, including a check & proof of insurance.
3. To register & use watercraft on our lakes you must be a member in good standing.

- **All Decals must be affixed on each boat before lake use.**
- **Understand all boating registration and operational regulations online at SECTION 4 BOATING RULES**

### ASSOCIATION/STOCKHOLDER MEMBER INFORMATION

Member last name:		Member first name:	
Mailing Address:			
Lot Number:		Lake Address:	
Email Address:		Cell Phone:	Phone:

**Decal Renewal:** Renewal decals indicating expiration date will be sent to replace the previous year expiration date.

**1st time reg:** Once accepted you will receive a permanent decal with lot# & date. In future the expiration date portion will be replaced upon renewal.

**Watercraft:** Includes any power boat (pontoon, fishing, skiing etc.). row boat, canoe, sailboat, paddle boat, inflatable boat, kayak, paddle board. In other words, ***"anything that floats"*** needs to be registered. **Maximum length is 24"**; **maximum horse power is 150 hp for outboard and 200 hp for inboard and/or inboard/outboard; the maximum registered watercraft per lot is six (6), and only three (3) motorized (gas-powered) per lot.**

**Fees:** Basic registration is \$25.00 per boat, with Proof of Insurance, **Late registration fee is \$35.00 per boat.**  
All new watercraft registrations are \$25.00 as well.

**Insurance:** All registered boats must show proof of liability insurance and maintain in full force for the entire year, with liability limits of \$25k/person, \$50k/occurrence plus \$1,000 medical/person. Non-motorized boats are covered under homeowners insurance.

**Hold Harmless:** Undersigned will indemnify and hold harmless the Lake Rosemound Association, Inc. from and against any and all claims, actions, damages, liability and expense in connection with loss of life, injury and/or damage to property arising from any occurrence involving the watercraft listed herein occasioned wholly or in part by any intentional act, negligent act and/or negligent omission of the undersigned, his or her invitees (including minor children) and/or any person operating and/or occupying the watercraft listed below.

### WATERCRAFTS

[Please mail the completed registration form with proof of insurance and appropriate fees to the address listed above] You also have the ability to pay online at [lakerosemound.org](http://lakerosemound.org)

Type of watercraft: [fishing, skiing, canoe, kayak, etc.]	Make and Model	Length	Motor max HP	New or renewal	Amount paid for Registration

I HERBY CERTIFY that I am the responsible party and the information I have provided in and with this watercraft registration form is true and correct. I understand that Lake Rosemound Association is relying on such accurate information and that false information may be grounds for revocation of registration at the discretion of the board. I agree that the Board of Directors has the right to request a copy of my boat(s) purchase documentation and the right to inspect all boat(s) for registration and compliance with the rules of the Lake Rosemound Association, Inc. I also understand that my boat operation on Lake Rosemound shall be in accordance with Louisiana Recreation Use Statutes (L.S.A.-R.S. 9:2791 and 2795)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If mailing, use address: LRA Inc., 10472 Lindsey Lane, St. Francisville, LA 70775**

FIRST RESTATED AND AMENDED  
ARTICLES OF INCORPORATION  
OF  
LAKE ROSEMOUND ASSOCIATION, INC.

BEFORE US, Notaries Public, came and appeared Russel A. Gaudin, President of Lake Rosemound Association, Inc. and Diane Smith, Secretary of Lake Rosemound Association, Inc., who do declare in the presence of the undersigned competent witnesses that this corporation does hereby execute these amended and restated articles.

These restated and amended articles were adopted by the members on October 17, 1996, by mail ballot with One Hundred Fourteen (114) votes cast for and Twenty-nine (29) votes cast against.

This corporation was originally incorporated on March 22, 1991.

The restatement accurately copies the Articles and all amendments in effect without change of that corporation formerly known as "Lake Rosemound Property Owners Association, Inc.", except as in amendments contained in the Restatement. Each amendment has been effected in conformity with law.

ARTICLE I

NAME

The name of this corporation is LAKE ROSEMOUND ASSOCIATION, INC.

ARTICLE II

PURPOSES

Section 1. This corporation is organized as a non-profit corporation as defined in LSA R.S. 12:201, et seq., and it shall be operated exclusively for pleasure, recreational and other non-profit purpose.

Section 2. This corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal Income Tax under § 501(c)(7) of the IRS Code of 1954 or the corresponding provisions of any future US IRS law.

ARTICLE III

DURATION

The duration of this corporation shall be in perpetuity or such maximum period as may be authorized by the laws of Louisiana.

#### ARTICLE IV

##### REGISTERED OFFICE

The location and post office address of its registered office is 12646 Tearose Lane, Post Office Box 1159, St. Francisville, Louisiana 70775.

#### ARTICLE V

##### REGISTERED AGENTS

The full name and post office address of its registered agent is as follows, to wit:

RUSSELL A. GAUDIN

12646 Tearose Lane

St. Francisville, Louisiana 70775

#### ARTICLE VI

##### AUTHORIZED CAPITAL

This corporation shall be organized on a capital stock basis and the total authorized number of shares is Three Hundred (300) of no par value.

#### ARTICLE VII

##### OWNERSHIP AND TRANSFER OF STOCK

Section 1. Membership and the classification thereof in this association shall be as provided in the By-laws, subject to the limitations set forth in these Articles.

Section 2. Only persons or entities owning property within the geographic confines of that development commonly known as Lake Rosemound Community, as per the map recorded as Instrument #72013 of the records of the Clerk and Recorder of West Feliciana Parish, shall be eligible to purchase and/or own stock. Property as referred to in this Section shall mean any buildable lot as shown on an official recorded subdivision map of Lake Rosemound and which meets and satisfies the minimum requirements as stipulated with the West Feliciana Parish Planning and Zoning Ordinance dated January 11, 1994, as may hereinafter be amended.

Section 3. Members agree to use their lot(s) only for single family residential purposes and agree to permit no commercial activity of any sort or in connection with any such lot other than customary home occupations as defined in the West Feliciana Parish Planning and Zoning Ordinance of January 11, 1994, as may be amended hereinafter.

Section 4. Members agree that no mobile homes shall be permitted on any member's lot(s). Mobile Home is defined to be a structure, transported to a location in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers. Recreational vehicles or travel trailers are not permitted to be used as a source of overnight accommodation on members lot(s) for longer than two (2) weeks at a time. Homes commonly known as "Modular Homes" shall be excluded from the above prohibition provided they are permanently affixed to the soil by means of concrete or brick piers or are permanently affixed to a concrete slab. Such modular homes shall contain at least 1200 square feet of living space.

Section 5. Members agree that homes or camps constructed on member's (lots) shall contain at least 800 square feet of living area under roof exclusive of carports, garages, sheds or similar areas and must contain at least one bathroom.

Section 6. Members agree that packs of hunting dogs may not be kept on members' lot(s) at any time. Only domestic pets shall be allowed to be kept on members' lot(s).

Section 7. Members agree that existing uses by existing members which may not conform with this Article are hereby grandfathered in as a nonconforming use and such nonconforming use will continue to be permitted by that member or his successor in title. Such nonconforming use may be continued in perpetuity, may be replaced, shall not be converted to any other use except a conforming use, shall not be expanded, and shall not be reestablished after discontinuance of operation for one continuous six (6) month period.

Section 8. Members agree to comply with all applicable provisions of the West Feliciana Parish Planning Ordinance except as modified and made more stringent by Sections 3 through 8 above.

Section 9. No stock in the corporation shall be offered for sale to any person or entity without first being offered to the corporation. However, notwithstanding anything to the contrary contained in this Article, no right of first refusal to the corporation shall apply to a member with a fully paid up membership selling his lot(s) along with his stock.

Section 10. No stock in the corporation shall be offered for sale to any person, entity, or to the corporation, unless all assessments, dues, and indebtedness owed by the record holder of said stock have been fully paid at the time of the offer to sell. Any sale in contravention of the provisions shall be null and void at the sole option of the corporation.

Section 11. Record holders of stock, their heirs, successors or assigns, may offer their stock for sale by surrendering the certificate to the corporation. The corporation shall have the exclusive right of first option to purchase said share of stock and shall within 90-days of receipt of the offer to sell, exercise or decline said option by:

- (a) Payment for the minimum sum of Two Thousand and No/100 (\$2,000.00) Dollars cash, or such amount in excess of this minimum as may be authorized from time to time by the Board of Directors: or
- (b) Issuance of a letter of credit, in such form as may be acceptable to the Board of Directors, to the owner of said stock guaranteeing to pay to him a minimum sum of Two Thousand and No/100 (\$2,000.00) Dollars, or such amount in excess of this minimum, as may be authorized from time to time by the Board of Directors; said letter of credit to be conditioned upon the sale of stock in rotation to new stockholders; payment of said amount to the former holder shall be made by the corporation within thirty (30) days of the sale or transfer of stock certificate to a third party by the corporation; or
- (c) Decline to purchase the stock in writing in which case the holder thereof may then sell the stock to any eligible purchaser, provided said sale is made within six (6) months of the date of refusal letter. However, such a purchaser shall only have the right to transfer, or, in the event of liquidation of the corporation to share pro rata in the distribution of the net assets of the corporation.

In the event the stock is not sold within six (6) months of the date of the refusal letter, said share of stock must be reoffered to the corporation in accordance with this Article, Section 11 prior to the sale to any purchaser other than the corporation.

Section 12. The first option in favor of the corporation contained in Section 11 above shall be considered exercised by the mailing of a letter to the offering stockholder at the address contained in the files of the corporation, said notice to be deemed effective upon mailing.

Section 13. All shares of stock of this corporation which are surrendered to, purchased, or otherwise acquired by the corporation shall ipso facto become treasury shares. The treasury shares shall be cancelled only upon specific direction from the Board of Directors.

Section 14. The corporation shall have a lien upon the share of stock of each member for all dues, charges and assessments owing to said corporation by said member, as provided in the By-laws of this corporation. When said dues, charges or assessments are one hundred eighty (180) days in arrears, said stock may be forfeited and sold, at the sole option of the corporation, and the dues, charges and assessments deducted from the proceeds of said sale.

Section 15. Any shareholder in violation of any condition of membership contained in these Articles shall be subject to suspension from the use of any of the facilities of Lake Rosemound Association, Inc. by action of the Board of Directors.

## ARTICLE VIII

### VOTING RIGHTS

Each share of stock shall be entitled to one (1) vote. In the event a share of stock is held by more than one person, one person shall be designated as the voting shareholder. Only those

shareholders who are current on all dues, assessments and other charges and whose names appear on the official membership rolls of the corporation on the first of the month preceding any meeting or mail balloting shall be eligible to vote. A member may be represented by his/her spouse or by another member in good standing by written proxy. No proxy shall be recognized unless given to the member's spouse or another member in good standing. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, forty (40%) percent of the voting power of the membership shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation.

## ARTICLE IX BOARD

### OF DIRECTORS

Section 1. All of the corporate powers of this corporation shall be vested in and exercised by a Board of Directors consisting of nine (9) members of the corporation or their spouses. The Board of Directors shall be elected from a slate of eligible members nominated by the nominations committee and/or nominated from the floor at the Annual Shareholders Meeting. Voting shall be by mail ballot conducted as soon as practical after the Annual Shareholders Meeting.

Section 2. At each election, three (3) members shall be elected to the Board of Directors from the members to serve a term of three years along with the remaining board members, three (3) of which will serve for another year, provided that no board member shall serve for more than two (2) consecutive terms. In the event a vacancy occurs in the membership of the Board due to resignation, death, or any other cause, the Board of Directors shall fill such vacancy for the remainder of that calendar year. At the next regular election for the Board of Directors, the three (3) candidates receiving the highest number of votes shall serve three (3) year terms. The next highest vote getter shall serve the remainder of the vacant director's term.

The Board of Directors thus elected shall hold office until their successors are elected and qualified. Failure to elect a Board of Directors shall not dissolve the corporation, but those in office shall remain in office until their successors are elected and qualified, and due notice of another election shall forthwith be given as above provided and such notices shall continue to be given until an election is held.

Section 3. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Any director may be represented at any meeting of the Board by any other director when authorized by written proxy.

Section 4. This corporation, through its Board of Directors, shall have the power and authority to perform all acts permitted by law or provided in these Articles of By-Laws. The power and authority of the Board of Directors includes, but is not limited to the capacity to perform the following acts and functions:

- (a) The Board of Directors shall have the power to provide penalties by fine, suspension and expulsion or otherwise, or any of them, for the violation of said laws, rules and regulations and transfer of stock. Notwithstanding anything contained to the contrary in (e) below, said Board shall have the authority to enter into boundary agreements affecting any and all property which is contiguous to or is in the vicinity of property belonging to the Association.
- (b) Said Board shall have the power and authority to fix the transfer fees and other fees to be paid by Shareholders. Said Board shall also have the authority to fix dues, but only after majority approval of the membership at a meeting or by mail ballot, a quorum being required in either case.
- (c) The Board shall be specifically authorized to repurchase any shares of stock issued and outstanding prior to May 11, 1996 for \$350.00 provided the shares are in arrears for dues and/or assessments.
- (d) Said Board shall have the power and authority to borrow money as may be necessary or advisable for the corporation and, in conjunction therewith, grant mortgages on any property belonging to the corporation, movable or immovable, to issue notes, pledges, bonds or other obligations therefor in such amounts and on such terms as may be deemed necessary or advisable; and shall have power to do all such acts and things as may be necessary to carry out the object for which this corporation is organized. The authority granted herein shall only be effective after prior approval of such authority for each action to be taken by a vote of Fifty-one (51%) percent or more of the members by mail ballot or special meeting, a quorum being required in either case.
- (e) The said Board shall have the power, only when authorized by a vote of two-thirds of the voting members of the association, at which a quorum is present, present at a special meeting called for that purpose, or by mail ballot, a quorum being necessary, of which meeting and proposed action due notice shall be given as hereinafter provided, to sell, lease, or to exchange any and/or all of the immovable property belonging to the corporation.

Section 5. The annual meeting of the voting members for the election of the members of the Board of Directors and the transaction of other business shall be held during the month of November of each year. At least fifteen (15) days prior to the date set for the meeting, an agenda for the meeting shall be mailed to the membership. Any member wishing to have an item included on the agenda shall provide each item together with the reasons therefor to the Secretary by October 15 of that year.

Special meetings may be held at such times as the Board of Directors may designate.

On the written petition of not less than Twenty-five (25%) of the voting members, it shall be the duty of the President, or in his absence, inability, or refusal to act, then the duty of the Vice-President to call a special meeting of the voting members to be held within not less than twenty (20) days nor more than six (6) weeks after receipt of said petition, the object of which meeting must be stated in the petition and in the notice of the meeting thus called.



All elections shall be by ballots at the location designated by the corporation in the ballot.

Fifteen (15) days advance notice of any meeting of voting members shall be given to each voting member who appears as such on the books for the corporation by mailing to his address, as shown on the books of the corporation, an announcement stating the time, place and object of the meeting, whether such meeting be special, annual or otherwise.

#### ARTICLE X

##### NO INUREMENT

No part of the net earnings of this corporation shall inure to the benefit of any private shareholder.

#### ARTICLE XI

##### DISSOLUTION

Whenever this corporation shall be dissolved, either by limitation or from any other cause, its affairs shall be liquidated by three (3) members to be appointed by the Board of Directors. Said Commissioners shall remain in office until the affairs of said corporation shall have been fully settled and liquidated, and they shall have full authority and power to transfer and give title to all the assets and property of the corporation, and to distribute the proceeds. In case of death or disability, or resignation of any one or more Commissioner or Commissioners, the vacancy shall be filled by the surviving Commissioner or Commissioners.

#### ARTICLE XII LIMITATIONS

##### OF LIABILITY

The incorporator, officers and directors of this corporation claim the benefits of the limitation of liability of the provisions of LSA R.S. 12:24C (1968, as amended 1987) to the fullest extent allowed by law as fully and completely as though said provisions were recited herein in full.

#### ARTICLE XIII

##### AMENDMENT

The approval of the membership to the adoption, amendment, restatement or repeal of the Articles of Incorporation shall require the consent of Sixty-six and two-thirds (66 2/3%) percent of the voting power present in person or by proxy, at any meeting at which notice in the manner hereinafter mentioned had been given or by mail ballot.

THUS DONE AND SIGNED in East Baton Rouge Parish, Louisiana, on the 14<sup>th</sup> day of January, 1997, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

LAKE ROSEMOUND ASSOCIATION, INC.

BY: s/RUSSEL A. GAUDIN, PRESIDENT

WITNESSES:

s/Michelle H. Willis

s/Angela M. Frier (sp?)

s/Notary Public

THUS DONE AND SIGNED in East Baton Rouge Parish, Louisiana, on the 14<sup>th</sup> day of January, 1997, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

LAKE ROSEMOUND ASSOCIATION, INC.

BY: s/DIANE SMITH, SECRETARY

WITNESSES:

s/Pam Morrison

s/Angela Richardson

s/Notary Public

Note: A copy of the original, as-filed Articles of Incorporation is available upon request from the Secretary, Lake Rosemound Corporation:

email address: [secretary@lakerosemound.org](mailto:secretary@lakerosemound.org)

postal mail address: PO Box 1159 St. Francisville, LA 70775.

**BY-LAWS  
Of  
LAKE ROSEMOUND ASSOCIATION, INC.**

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***ARTICLE I***

**MEMBERSHIP**

Section 1. There shall be only one class of members: Stockholder members, who, in accordance with the charter, shall be legal entities or natural persons of the full age of majority owning a share of stock in this corporation, and in addition is admitted to membership of this association in the manner provided in these By-Laws. Each Stockholder member shall be entitled to all of the privileges of the association as is the Stockholder's immediate family. However, only the Stockholder or his/her spouse may hold office and exercise voting privileges. The above mentioned "all of the privileges of the Association" shall not apply to members of the family, other than the spouse, in the case of voting and holding office, as described in Article V Section I, which two privileges shall be vested exclusively in the person who is named Stockholder/spouse. "Immediate family" shall be defined herein as the spouse, children and step-children of the Stockholder, excepting children and step-children over the age of 21 who are not attending college. This is a fully assessable membership and all dues, late charges, applicable taxes, fees and other billings as set by the Board are applicable. In the event of divorce, the party who continues to own eligible properties within the Lake Rosemound Community may continue Shareholder status. The Board of Directors may, at its option, permit the transfer of said stock to one (1) or more of the heirs of the original Stockholder under such terms as it may direct. A share of stock shall not be held in indivision by more than three (3) families.

Section 2. A share of stock in the Corporation may be owned by a corporation or other entity, however, that corporation or other entity shall be required to designate who the user of the Stock will be. This must be no more than one (1) person and would include his or her spouse and members of his immediate family as defined in Article I, Section 1, hereinabove. Hunting Clubs or Fishing Clubs or other organizations of a similar nature are not eligible to purchase or own a share of stock in the Corporation.

Section 3. No person or entity can own more than three (3) shares of stock, but in order to be eligible to own more than one (1) share, that person or entity must also own a corresponding number of eligible properties, as defined within Article VII of the First Restated and Amended Articles of Incorporation, within the Lake Rosemound Community.

***ARTICLE II***  
**ADMISSION**

Section 1. Application for membership shall be on a form specified by the Board and shall be accompanied by a copy of the deed by which the applicant acquired the property situated within Lake Rosemound Community. Applications may be obtained through the Secretary.

Section 2. The application must be accompanied by fees as set by the Board of Directors.

Section 3. Acceptance of such applicant to membership shall be automatic provided applicant meets all requirements as set forth in the Articles of Incorporation, these By-Laws and such other Rules and Regulations as may be in effect at the time of such application is submitted.

Section 4. Upon approval of the applicant, the Secretary shall issue a share of stock and the applicant's name shall be inscribed on the official membership rolls.

Section 5. Rejection of an application will cause any deposit to be refunded upon notice of rejection to the applicant.

Section 6. If memberships are deemed to be full by the Board of Directors, a waiting list will be kept listing, in order received, those names of eligible persons to be considered for membership at some future date on a first come first serve basis. A Purchaser purchasing property from a member in good standing and wishing to purchase that property owner's stock shall have preference over those on the waiting list.

Section 7. In the event a person has acquired a share of stock from a source other than the corporation and wishes to apply for membership, that person shall follow the above mentioned admission procedure with the exception of payment for said stock. However, applicant must submit a stock transfer fee as determined by the Board and must be in compliance with all other rules and regulations as may be in force at the time.

### ***ARTICLE III***

#### **DUES, FEES AND INDEBTEDNESS**

Section 1. The Board of Directors shall have the power and authority to fix the dues, transfer and other fees to be paid by Shareholders. It shall also establish the current value for a share of voting class stock which current value is hereby established at \$7,500.00.<sup>1</sup> No transfer fee may be assessed on transfers of stock between spouses. However, any assessment, dues increase or change of the value of the stock, must be approved by a majority vote of the membership, either at a special meeting called for such purpose or by mail ballot, a quorum being required in either case.

Section 2. Bills for dues, charges, assessments, or any other fees shall be paid by the end of the month in which they are due. Whenever dues, assessments, late charges or other charges of any Stockholder remain unpaid for a period of thirty (30) days from due date, said Stockholder shall be automatically suspended from the use of any of the facilities and from any other rights or benefits of Lake Rosemound Association, Inc. A letter will be sent informing the member of such suspension. If the account remains unpaid for an additional one hundred fifty (150) days, the member shall be expelled from membership. The stock belonging to such delinquent member will be

automatically forfeited and re-sold to satisfy said indebtedness and any sums received in excess of said indebtedness shall be paid to the expelled member. Lack of action on the above matters does not prescribe or indicate a waiver of the Board's right to act at any time against the defaulting member.

Nothing contained in this Article is intended to be, nor shall it be, any restriction whatsoever upon the right of the Association to exercise any and all legal means of enforcing the obligation of any member of the Association; the methods or actions set forth in this section are intended to, and shall be, in addition and supplementary to all legal and lawful means of collection of dues, assessments, operational billings, late charges, fees or accounts. Provided further that no transfer and/or sale of stock can be consummated unless and until the owner and vendor satisfy all indebtedness, accrued dues, fees, operational billings, assessments and/or other charges.

#### ***ARTICLE IV***

#### **LOSS OF MEMBERSHIP**

Section 1. Resignation of membership shall be made in writing to the Secretary. No resignation shall be accepted until all obligations of the member have been paid in full. No resignation of a Stockholder member shall be effective until transfer to a third party, issuance of a letter of credit, or unless the stock is forfeited for lack of payment. Upon written resignation of a Stockholder member and the tender and acceptance of said Stockholder's stock certificate, any future dues, special billings, fees, and other charges from that day forward will be suspended until proper transfer is affected. At that point, membership and privileges will cease to exist unless reinstatement occurs in writing.

Section 2. The Board shall be empowered by a vote of eight (8) of its nine (9) members to expel any member of the association for failure to comply with the Rules and Regulations as set forth in the Articles, By-Laws, Regulations and interpretive rulings. No vote on the expulsion of the member may be taken until after ten (10) days notice in writing, setting forth the charges made, shall have been given to the member under charge. Said member shall have the right to be heard on such charges before any final vote shall be taken, provided said member requests said right within the ten (10) days specified in writing to the Secretary.

Section 3. Members agree to abide by all conditions of membership including, but not limited to, Article VII, Sections 2 through 8 of the First Restated and Amended Articles of Incorporation.

In the event a member is in violation of any condition of membership, the member shall immediately be automatically suspended from the use of any of the facilities and from any other rights or benefits of Lake Rosemound Association, Inc. and shall be notified in writing by the President at the address of the voting Shareholder on the corporate books of the violation and of the automatic suspension from the use of any of the facilities and from any other rights or benefits of Lake Rosemound Association, Inc. Upon the violation being remedied, said Shareholder will be notified in writing by the President that the violation has been remedied and that the Shareholder's privileges have been restored. Until written acknowledgement has been received by the suspended Shareholder that the violation has been remedied, the Shareholder's use privileges shall remain suspended.

Section 4. Members agree to abide by all Articles, By-Laws, Rules and Regulations of the corporation.

There is hereby established a LAKE RULES VIOLATION COMMITTEE, which will be comprised of five (5) members, three (3) from the Board and two (2) from the general membership. The three (3) members from



the Board will be approved by Majority vote of the entire Board and one (1) of them shall serve as chairman. The two (2) members at large will be selected by the Board from a list of general members who have expressed an interest in service on such a committee. Any member may report any violation of any of the rules above mentioned to the Board in writing. The Board, upon receipt of such notice shall refer the complaint to the committee for review. The committee shall review the complaint and shall notify the affected member that a complaint has been received, the nature of the complaint and any other information which is pertinent. The affected member shall be given a period of ten (10) days in which to respond in writing. The affected member may request in his response a meeting with the committee members for the purpose of discussing the issue. This should be scheduled as soon as is practical but not later than twenty (20) days from the expiration of the ten (10) day period immediately mentioned above. The committee after reviewing the member's response, if any, the complaint and the results of the meeting, if any meeting was held, shall make a recommendation to the Board as to whether or not a violation occurred and if one did, the recommended action to be taken by the Board. The Board after receiving the recommendation of the committee may choose to follow the recommendation or not as determined by majority vote of the Board. For the first violation, the Board's action is limited to no more than a letter to the affected member reminding the member of the Rule, Regulation or By-Law violated and requesting future compliance. Upon a second violation reported within a consecutive thirty (30) day period from the date of the first violation where the same member or that member's guest is involved, the Board may after receiving the recommendation of the committee suspend the member's use of any of the facilities and from any other rights or benefits of Lake Rosemound Association for up to thirty (30) days. Any subsequent violation reported within a consecutive thirty (30) day period from the date of the second violation where the same member or that member's guest is involved, the Board, after receiving the recommendation of the committee may suspend the member's use of any of

the facilities and from any other rights or benefits of the Lake Rosemound Association for up to six months. In addition, at the end of the calendar year, the committee shall review the records of all complaints addressed during the year and if a member is found to have committed three (3) violations during that year, but not occurring within thirty (30) days of each other then the Board shall be authorized to suspend the member's use of any of the facilities and from any other rights or benefits of the Lake Rosemound Association for a period of not to exceed sixty (60) days beginning at such time as may be determined by the Board. At any time that a member's use of any of the facilities and from any other rights or benefits of Lake Rosemound Association is suspended by the Board, the affected member shall absolutely have no right or privilege to use the lake or the pavilion area except as a guest of another member and only if the affected member is accompanied by a fully paid up member. A member suspended from use of any of the facilities and from any other rights or benefits of Lake Rosemound Association as a result of the above procedure who uses the facilities except as specifically authorized above shall be deemed a trespasser and will be subject to any and all legal remedies which are available to owners against trespassers, including arrest and prosecution by proper authorities. A member suspended pursuant to Section 3 or 4 of the Articles shall continue to be responsible for any dues and/or assessments due and owing on their stock.

***ARTICLE V***  
**MANAGEMENT**

Section 1. The Board shall elect at its meeting in January from its number a President, Vice President, Secretary and Treasurer, and such other officers as the Board may consider necessary. Only the offices of Secretary and Treasurer may be held by the same person. All officers elected by the Board shall be elected for such terms of office as shall be fixed by the Board, and shall be removable by a two-thirds (2/3) vote of the Board.

Section 2. The President shall have general supervision of all of the affairs of the association; shall preside at all Stockholder meetings of the Association and all meetings of the Board; shall be ex-officio member of all standing and special committees; shall negotiate and sign all contracts, bonds, deeds and instruments in writing authorized by the Stockholders or the Board. The President shall perform such special duties in addition to the foregoing as the Stockholders or the Board may direct.

Section 3. In the absence or disability of the President, the Vice President shall perform all duties and exercise all of the powers of the President. In the instance both the President and the Vice President are unable to perform the duties of the President; a President Pro-Tem shall be elected by the Board to perform the prescribed duties as directed by the Board.

Section 4. The Secretary shall keep the minutes of all meetings of the Board and Association; shall send all necessary and required notices to the membership; post all notices required to be posted; shall have charge of all records not especially belonging to other officers; shall enter upon the official Association records the names of those members who have died and the names of those whose resignation have been accepted and list the names of all new members

accepted; shall notify all persons elected to membership immediately after their approval; and shall perform such other duties as the Board may direct.

Section 5. The Treasurer shall have custody of the funds of the Association unless it be otherwise specially ordered by the Board; shall give such security for the faithful discharge of duties as may be required by the Board; and shall keep or cause to be kept the accounts of the Association, and shall perform such other duties that the Board may prescribe.

Section 6. The Board shall hold monthly meetings. Special meetings may be called by the President or by any three (3) members of the Board. These meetings may be either in person or by telephone. A majority vote of the Board will constitute passage of presented motion, except membership expulsion which requires eight (8) votes of the nine (9) member Board. A quorum of the entire Board must be present in order for a meeting to be official and any vote to be taken. Proxies in writing are acceptable from absent Board members when voting takes place, but do not count as part of quorum count. Voting may take place by telephone poll.

Section 7. The Board shall have the authority to employ or contract with those persons necessary to make the Association function for the benefit of the membership as a whole.

Section 8. The Board shall have the sole authority to institute written policies, Rules and Regulations of the Association including, but not limited to, the Lake Use Rules, as well as any necessary interpretive rulings resulting therefrom. These policies should be reviewed annually or when deemed necessary.

Section 9. The Board shall have the sole authority for the preparation of an operating budget and the monthly review of its performance and explanation of its variances on a monthly basis.

Section 10. If any Board member shall be absent from three (3) consecutive regular meetings without rendering an excuse acceptable to a majority of the Board, that office shall be declared vacant and the Board shall elect a successor for the unexpired term.

Section 11. Each officer and each member of the Board of Directors of the corporation shall be indemnified by the corporation against all liabilities and related expenses, including attorney's fees reasonably incurred or imposed on him in connection with any proceeding in which he may be a party, or in which he may become involved by reason of his being or having been an officer or Director of the corporation, or any settlement pre-approved by the Board of Directors, regardless of whether he is an officer or Director at the time such expenses are incurred, unless the officer or Director is adjudged guilty of willful misconduct or malfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such officer or Director may be entitled but shall be in addition to such other rights.

Section 12. The Board shall have sole authority for expenditures for single items up to Twenty-Five Thousand and No/100 (\$25,000.00) Dollars<sup>1</sup> without a prior vote of the membership, except in the event of a dam emergency.

Section 13. There shall be established an Emergency Executive Committee which shall be comprised of the President and three (3) members of the Board of Directors appointed by the President. A majority of the Emergency Executive Committee shall constitute a quorum for transacting business. A majority vote of the Emergency

Executive Committee present shall be necessary for approval or disapproval of any action.

The Emergency Executive Committee may act on behalf of the entire Board of Directors in a bona fide emergency. A "bona fide emergency" is defined as a dam emergency or any other situation which poses an imminent and substantial threat to the members or property of the Lake Rosemound Association, Inc., if immediate action is not taken. A "dam emergency" is defined as a breach in the dam which poses an imminent and substantial threat of loss of the dam, if immediate action is not taken.

A meeting may be called by any member of the Emergency Executive Committee upon notice of a bona fide emergency. In the event of a declaration of dam emergency, the Emergency Executive Committee shall meet within Twenty-four (24) hours of the declaration. Such meetings may be held by telephone. The Emergency Executive Committee must ratify those actions with modifications, or cancel the emergency action. If the Emergency Executive Committee ratifies the actions in any manner, it may authorize the expenditure of such additional Lake Rosemound Association, Inc. funds as may be reasonably necessary to remediate the dam emergency.

The Emergency Executive Committee must report any emergency action to the Board of Directors not later than the next regular meeting of the Board.

Section 14. There shall be established a Dam Safety Committee which shall be comprised of four (4) individuals appointed by the President, of whom at least one (1) must be a member of the Board of Directors. The Chairman of the Dam Safety Committee must be a member of the Board of Directors. The Dam Safety Committee shall be responsible for preparation, maintenance, and execution of the Dam Safety Plan required by the Louisiana Department of Transportation and Development.

A dam emergency may be declared by any member of the Dam Safety Committee upon determination that there is a breach in the dam which poses an imminent and substantial threat of loss of the dam, if immediate action is not taken. Upon declaration of a dam emergency, the Dam Safety Committee member may take such actions set forth in the Dam Emergency Plan as may be reasonably necessary to remediate the dam emergency including, but not limited to, retaining the services of personnel, leasing equipment, and purchasing materials, provided that such actions shall not commit more than Fifteen Thousand and No/100 Dollars (\$15,000.00) in Lake Rosemound Association, Inc. funds.

Within Twelve (12) hours of a declaration of a dam emergency, the Dam Safety Committee shall notify the Emergency Executive Committee of the emergency.

***ARTICLE VI***  
**COMMITTEES**

There shall be as many standing committees as the Board of Directors may from time to time direct. The powers, duties and responsibilities of those committees, as well as the number of members and policies shall be as directed by the Board.

***ARTICLE VII***  
**GUESTS**

The definition of and policy toward "Guests" shall be established by the Board of Directors who shall publish rules applicable to "Guests" as they from time to time deem appropriate.

***ARTICLE VIII***  
**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

***ARTICLE IX***  
**NOMINATIONS AND ELECTION OF DIRECTORS**

Section 1. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board at least thirty (30) days prior to the date set for the Annual Meeting. This committee shall make as many nominations for elections to the Board of Directors as it shall in its sole discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election to the Board of Directors shall be by a secret written ballot. At such election the members or their proxies may cast, with respect to each vacancy, as many votes as they have fully paid membership shares.



***ARTICLE X***  
**MEETING OF MEMBERS**

Section 1. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, forty (40%) percent of the voting power of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 2. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of the lot.

Section 3. Voting may also be by mail ballot. Receipt of a forty (40%) percent response by the voting power within time limit set shall constitute a quorum. The majority vote shall govern.

***ARTICLE XI***  
**AMENDMENT**

Amendment of these By-Laws shall require the affirmative vote of at least Fifty-one (51%) percent of the voting membership either at a special meeting or by mail ballot a quorum being required in either case.



**RULES OF  
LAKE ROSEMOUND ASSOCIATION, INC.**

## Table of Revisions

<b>Revision Number</b>	<b>Effective Date</b>	<b>Change Description</b>	<b>Author</b>
1	09/16/2000	Original Issue	
2	04/1/2006		
3	5/12/2007		
4	6/10/2008		
5	5/23/2011	Consolidated and reorganized the Sections from 28 individual sections down to 17 individual sections	
6	7/21/2018	Inserted an “Addendum” after section 17 which listed modifications to the rules which were not incorporated in previous revisions.	Kip Chevalier
7	3/9/2019	Incorporated the provisions of the “Addendum” from Revision 6 into the applicable sections. Modified the template for consistent formatting. Inserted “Table of Revisions”	Manny Dumatrait

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# LAKE ROSEMOUND RULES

## 1. PRIVATE LAKE

Lake Rosemound, located in West Feliciana Parish is a private lake and grounds and access is limited. Lake Rosemound is owned by the members of Lake Rosemound Association, Inc. (LRA). Only members whose dues and assessments are fully current and their guests are entitled to use the lake and other LRA owned facilities. All others will be trespassing and subject to prosecution to the fullest extent of the law. These rules are written pursuant to Article V, Section 8 of the By-Laws, wherein the Board of Directors has the sole authority to institute written policies, rules, and regulations of the Association to be reviewed annually or when deemed necessary.

## 2. GENERAL RULES AND INFORMATION

- A. **Dues.** LRA dues are payable annually on the date set by the Board of Directors, in the amount approved by the membership. When dues are 30 days delinquent, a late charge is assessed and membership privileges are suspended. Pursuant to LRA By-Laws, if dues become 180 days delinquent, membership is forfeited, and available for sale by the Board of Directors.
- B. **Transfer & Initiation Fees.** Transfer and/or Initiation fees are due at the time of title transfer on any Lake Rosemound property sold or transferred with a membership. Those fees will be considered in arrears if they remain unpaid 60 days after the date of sale as reflected in the Act of Sale or other title transfer document. The following penalties, conditions and consequences will apply to late or unpaid transfer and/or initiation fees:
1. New owners with unpaid fees will NOT be considered Lake Rosemound members in good standing, and will thus be denied membership privileges.
  2. A late fee of 10% of the amount owed will be assessed on the 61st day after the date of transfer of ownership.
  3. Case by case exceptions for extenuating circumstances may be made with a majority vote of the Board of Directors.
- A. **Single Family Residential.** "Single Family Residential" as specified in the conditions of membership means no separate structure located on the same lot may be occupied as the permanent residence. A separate structure may only exist on such lot as a guest house, shop, etc., but not as a permanent residence.
- B. **Mobile Homes.** Article VII, Section 4 of the Articles of Incorporation prohibits mobile homes on member's property.

- C. **Littering.** Littering on the lake or any LRA property is strictly prohibited. Any member seeing litter on LRA property is encouraged to pick it up and see that it is properly disposed of.
- D. **Commercial Activity.** LRA property is to be used only for the pleasure and recreation of the membership. Commercial activities and ventures of any kind or type are prohibited without the expressed written consent of the Board of Directors. A member inviting a client or business associate to fish, ski, or boat with the member shall not be deemed to be a commercial activity so long as no fee, charge, or other payment is received for that particular activity.
- E. **Voting Procedures.** Elections of the Board of Directors and any other votes which are binding on the membership shall be by secret ballot. In those cases, the Board shall contract with a reputable outside party (nonmember) to receive the ballots, tally the votes, and report the results to the Board in writing.
- F. **Dam Security.** With the exception of vehicles engaged in official LRA business, no person shall drive or otherwise move a vehicle of any kind, including without limitation cars, trucks, bicycles, motorcycles, three and four wheel all-terrain vehicles, tractors, go carts, and golf carts, on the dam. Parking on the dam is also prohibited except in an emergency or for dam maintenance. Members and guests must use the parking areas located adjacent to the pavilion, beach area and the boat landing area.
- G. **Buoys in the Lake.** No buoys or similar markers may be placed in the lake without the expressed written approval of the Board of Directors. If a member believes that a buoy is needed to mark an area for safety reasons, the member must submit a request to the Board. If the Board determines that a buoy is necessary, the Board will purchase and install the buoy. Any private buoy placed in the lake shall be removed at the request of the Board.
- H. **Lake Patrol.** There is hereby established a Lake Security Patrol made up of volunteers from the membership to insure compliance with the rules and guidelines. The Chairman of the Board's Lake Security Committee is responsible for the Lake Security Patrol.

### 3. COMPLIANCE & ENFORCEMENT

- A. **Reporting Violations.** Any member may report a violation of the rules by contacting any Board Member or any Lake Security Patrol Volunteer. Written complaints can be sent to Lake Rosemound Association, Inc. P.O. Box 1159, St. Francisville, La. 70775. All written complaints will be turned over to the Lake Rules Violation Committee for processing.
- B. **Lake Rules Violations Committee.** Pursuant to Article IV, Section 4 of the By-Laws, there is hereby established a LAKE RULES VIOLATION COMMITTEE, comprised of five members, three from the Board and two from the general membership, who are approved by a majority vote of the Board. One of the members appointed from the Board shall be designated chairman by the President. Any Lake Patrol member or other member may report a violation of any of the rules to the Board or the Committee in writing. The Board, upon receipt of such notice, shall refer the complaint to the Committee for review.

### **Committee Action:**

1. On receipt of a report of violation, the Committee shall review the complaint and shall notify the affected member that a complaint has been received, the nature of the complaint, and any other information which is pertinent.
2. The affected member shall be given a period of ten days in which to respond in writing. The affected member may request in his response a meeting with the ~~Committee~~   
 M e m b e r s for the purpose of discussing the issue.
3. If requested, the meeting should be scheduled as soon as is practical but not later than twenty days from the expiration of the ten day period above.
4. The Committee, after reviewing the member's response, if any, the complaint and the results of the meeting, if any meeting was held, shall make a recommendation to the Board as to whether or not a violation occurred and, if one did, the recommended action to be taken by the Board.
5. The Board, after receiving the recommendation of the Committee, may choose to follow the recommendation or not as determined by majority vote of the Board.
6. Enforcement Actions
  - a) For the first violation the Board's action is limited to no more than a letter to the affected member reminding the member of the rules violated and requesting future compliance.
  - b) Upon a second violation reported within a consecutive 30 day period from the date of the first violation where the same member or that member's guest is involved the Board may after receiving the recommendation of the Committee suspend the lake use privileges of such member for up to thirty days.
  - c) Any subsequent violation reported within a consecutive 30 day period from the date of the second violation where the same member or that member's guest is involved, the Board, after receiving the recommendation of the Committee may temporarily suspend the lake use privileges of such member for up to six months.
  - d) In addition, at the end of the calendar year, the Committee shall review the records of all complaints addressed during the year and if a member is found to have committed three violations during that year, but not occurring within thirty days of each other, then the Board shall be authorized to suspend the lake use privileges for a period of not to exceed sixty days beginning at such time as may be determined by the board.
7. At any time that a member's lake use privileges have been suspended by the Board, the affected member shall absolutely have no right or privilege to use the lake or the pavilion area. A member suspended from use of any of the facilities and from any other rights or benefits of Lake Rosemound Association as a result of the above procedure who uses the facilities except as specifically authorized above shall be deemed a trespasser and will be subject to any and all legal remedies which are available to owners against trespassers, including arrest and prosecution by proper authorities.

## 4. BOATING RULES

### A. Personal Liability Insurance

1. All individuals registering and thereafter operating a craft must have and submit proof of liability insurance for that craft.
2. A “craft” for the purposes of these rules means “any power boat, row boat, canoe, sailboat, paddle boat, inflatable boat, deck boat, pontoon boat or any other similar conveyance that floats.”
3. The minimum limits of the liability insurance shall be \$25,000 per person and at least
4. \$50,000 per occurrence, and medical payments to others of at least \$1,000 per person.
5. The insurance shall be maintained in effect so long as the craft is used on the lake.

### B. Registrations and Decals

1. All craft operated on Lake Rosemound must be registered by a member. Only members whose dues and assessments are fully current may register a craft.
  - a) A Member may register a boat for a Lessee who is leasing the Member’s property on a permanent basis (defined in Rule 8 B 5). All requirements of this Rule must be fulfilled. Upon request of the Board of Directors of LRA, the Member shall provide a copy of the property lease to review for compliance with this Rule. The Member remains responsible, accountable, and otherwise liable for actions or inactions of the Lessee while the Lessee is operating the boat on the Lakes.
2. In order to register a craft, a member must affirm that he/she has read the boating, skiing, and fishing rules and agrees that the craft to be registered will be operated in compliance with said rules.
3. No member may have more than six crafts registered at one time. In order to be registered by the member, the craft must be owned by the member or for one craft only, in the name of one of the member’s children or the child’s spouse. **No member may register more than three (3) engine-powered boats; this prohibition does not include electric-propelled boats.**
4. All crafts shall be identified at all times by a LRA decal prominently displayed on both the port and starboard sides of the craft.
5. Decals shall be of the year, type, style and size approved by the Board. The decals shall include the words “Lake Rosemound” and the lot number.



6. A member may register a rented or leased craft if:
  - a) A copy of the written rental or lease agreement is submitted to the Board, and
  - b) The member complies with all the requirements of Section 5.

C. **Minors.** Members who permit minors (younger than 18 years old) to use their crafts shall be fully responsible and liable for any injury or damage caused by the action of the minor. In accordance with Louisiana State Law, all persons born after January 1, 1988, must complete a boating education course and carry proof of completion of the course to operate a motorboat in excess of 10horsepower.

D. **General Boating Rules.** Individuals are to abide by all local, state, and federal game and boating rules except where made more restrictive by the following rules and regulations. These Rules promote the common good of those using the lake, promote safe boating, and promote the orderly and enjoyable use of the lake by all members.

1. Every craft operated on the lakes shall be operated in a competent and courteous fashion with regard to the health, safety, and welfare of all individuals on the lakes.
2. All boaters are responsible for the action of their craft.
3. Boats passing under the bridge shall slow to idle speed and check for approaching craft before proceeding.
4. Boat speed should be reasonable for proper safety and to respect the rights of others, especially swimmers, fishermen, skiers and those in small boats.
5. A non-motorized craft has the right of way over power craft.
6. All craft operating between sunset and sunrise are required to use operating lights in accordance with Louisiana Law and operate at reasonable speeds.
7. No outboard motor having horsepower of greater than one hundred fifty (150) horsepower shall be allowed.
8. No inboard or inboard/outboard motor having horsepower of greater than two hundred
9. (200) horsepower shall be allowed.
- 10.No boat shall exceed a length of 24 feet measured at the longest point between the bow and stern, excluding the engine. Boats identified by the manufacturer as a “24-foot” craft shall be deemed to be 24 feet long.
- 11.No craft shall operate at a speed greater than 40 miles per hour on the North Lake and no craft shall operate at a speed greater than 25 miles per hour on the South Lake.

12. Any craft belonging to a person who was a member in 2000, is currently a member, and that craft was properly registered in 2000 by the same member that does not comply with either g, h, or i above shall nevertheless be permitted to continue annual registration and lake use as long as it belongs to that same member. But, if the boat is sold to another member or a non-member, it shall no longer be allowed on the lake and any additional or replacement craft purchased by a member shall fully comply with all rules and regulations including g, h, and i.

13. Non-skiing boats on the North Lake must idle around the edges of the lake when there is any active skiing going on. Idle speed implies the speed at which the boat wake is at its minimum.

- E. **Jet Boats.** Boats commonly known as Jet Boats (any water pump driven boat) or boats commonly known as Air Boats are prohibited and may not be on the lakes at any time.
- F. **Sailboats.** Sailboats have free and unrestricted use of the South Lake. Sailing is also permitted on the North Lake, but is discouraged during periods when skiing is occurring. Sailboats greater than twenty feet in length are prohibited.
- G. **Guest Boats.** Guest crafts (boats) are prohibited. Only crafts properly registered by members whose dues and assessments are fully current and with decals properly displayed may be on the lakes. All others will be trespassing and subject to prosecution to the fullest extent of the law.
- H. **Boat Landing.** With the exception of small boats such as canoes and paddle boats which may be launched from the owner's lot, all boats must be launched at the LRA boat landing.
  - 1. Access to the boat landing is restricted to members who have a gate card.
  - 2. No more than one gate card per stock certificate may be issued to a member at any one time.
  - 3. Users of the boat launch gate must close the gate after opening it.
  - 4. Parking in the boat launch area is prohibited.
- I. **Jet Skis.** Jet Skis and other jet propelled personal watercraft are prohibited on the lake. They are not permitted on the lake under any circumstances.

## 5. SKIING and TUBING

### A. Definitions

- 1. The term "skier" means "any individual being towed by a craft, whether on skies, a knee board, wakeboard, barefoot, or otherwise."
- 2. The term "tuber" refers to any individual being passively pulled behind a craft while on a tube or other towable.

3. The term “tow boat” means “any craft that pulls a skier or tuber.”
4. The term “skiing” means “any activity that involves a craft of any kind pulling a skier whether on skis, a knee board, wakeboard, barefoot, or otherwise and includes the brief time a skier is down from a fall or otherwise.”
5. The term “tubing” is defined as any activity that involves a craft pulling a tube or towable.

B. **South Lake.** Skiing and tubing are prohibited on the South Lake.

C. **North Lake.** Skiing and tubing shall be permitted on the North Lake only in accordance with the following provisions:

1. Tow boats shall travel in a counter clockwise oval. Tow boats, skiers and tubers shall not cut through the middle of the oval or ski or tube through the center of the oval, or turn circles at the ends of the lake while others are skiing or tubing. Breaking out of this oval is permitted to overtake or bypass another craft or downed skier or tuber.
2. Tow boats are prohibited from passing closer than one hundred feet of any bank, dock, dam, boathouse, or buoy while actively pulling a skier or tuber.
3. An observer shall be in or on each tow boat when engaged in skiing or tubing.
4. Skiers and tubers shall wear U. S. Coast Guard approved flotation, devices. Ski belts are not U.S. Coast Guard approved.
5. Ski hours are from 9:00 AM to 7:30 PM and tubing hours are from 10:30 AM to 7:30 PM from May 1 through Labor Day. Skiing and tubing are allowed between 9:00 AM and 6:00 PM the remainder of the year. Skiing or tubing outside of approved hours is prohibited.
6. Boating and alcohol do not mix. The consumption of alcohol while piloting a tow boat while towing a skier or tuber is prohibited.
7. Skiers must always use good judgment. Skiers must not ski if visibility is poor or if other conditions exist which make it inadvisable to ski.
8. No more than three (3) tow boats may engage in skiing or tubing activities at any one time. Pulling a skier or tuber when there are already three (3) or more tow boats on the lake is prohibited.
9. Boats and tow boats must stay at least 100 feet behind a skier or tuber and when a participant goes down in front of you; you must turn out or visibly reduce your speed to alert other boaters that you see the downed person.
10. When a boat is waiting to pull a skier or tuber, it should idle in the north end of the lake until there is an opening to ski or tube. It is dangerous to idle in front of the bridge.
11. A limit of 1 hour per tow boat (THIS INCLUDES TUBING) will be enforced on busy days, such as Saturdays, Sundays and Holidays. When three tow boats are engaged in skiing and/ or tubing activities, you must adhere to the one hour limit. Please be courteous to others and leave the ski area voluntarily if you have been there for over an hour. You may be the one waiting for a turn next time. You may certainly return to the lake an hour later to have a turn again.

- D. **Safety.** As it is understood that skiing and tubing has inherent dangers, those engaged in these sports are ultimately responsible for their own safety. Nonetheless, these rules exist in order to facilitate the safe enjoyment of these sports on Lake Rosemound.

## 6. FISHING

- A. **General.** Fishing is open to all members and their guests. The LRA continues to sponsor and finance stocking of the lake and other lake management activities for the fishing pleasure of our members and their guests. Fishing by anyone who is not a member or guest from the bank, pier, boathouse, craft, or otherwise is prohibited.
- B. Members and their guests are allowed to keep any species of fish caught in Lake Rosemound with the following exceptions/limitations:
1. **Bass**
    - a) There is a Protected Slot Limit of 18”-22” Bass within this size limit should be released where possible.
    - b) No more than ten (10) bass may be kept in any one day.
    - c) Catch and release of bass is highly recommended.
  2. **Sac-A-Lait**
    - a) No more than 25 Sac-A-Lait may be kept per person, per day
- C. **Trotlines.** “Trotlines” or any type of unattended “float” or “jug” fishing is prohibited.
- D. **Fishing Tournaments.** Any fishing tournament must be sanctioned by and approved in writing by the LRA Board of Directors.
- E. **North Lake.** No fishing is permitted in the main body of the North Lake when skiing is in progress.

## 7. SWIMMING

- A. **Use of the Beach & Pavilion**
1. For safety reasons, pets are prohibited in the swimming and pavilion area. Animal control will be contacted regarding violations of this rule.
  2. No littering in the pavilion and beach area.
  3. No person, except on official LRA business, shall operate any motorized vehicle within the pavilion and beach area.
  4. No fireworks of any kind are permitted with the exception of LRA sponsored fireworks on special occasions by Board approval.

5. Profanity, cursing, or obscenity of any kind is prohibited in the pavilion and beach area. This is a family area.
6. No glass is allowed in the beach and pavilion area.
7. Since parties may deprive some members of the use of the pavilion and beach, members who desire to have a party must first obtain permission from the Board. A gathering is considered a party when ten or more non-members are in attendance. Only the large pavilion may be booked for parties. The approval procedures are as follows:
  - a) The Chairman of the Beach and Boat Landing Committee is responsible for maintaining a calendar for booking parties at the pavilion.
  - b) A member who desires to book the pavilion shall submit a request to the Chairman of the Beach and Boat Landing Committee, or submit the request online at the Lake Rosemound website. The request must include the member's name, lake address, lot number, telephone number; date requested, start and ending times for the party; and the total number of guests. The Board of Directors shall have the authority to refuse a booking request if the member is deemed to be abusing the process to the detriment of other members.
  - c) The Chairman of the Beach and Boat Landing Committee shall determine whether the date requested is available, and, if so, shall issue a written authorization to use the pavilion.
  - d) No party shall last more than four (4) hours.
    1. No more than one party shall be booked for any one day.
    2. No party shall be booked for any national holiday, or the associated weekend.

**B. Swimming at the LRA Beach.** LRA owns and maintains a pavilion area with a beach for its members and their guests. Members and their guests, especially those with young children, are encouraged to use the LRA pavilion and beach for safe swimming. The LRA does not provide a lifeguard for the beach or any other area. Users of the beach must comply with the following rules:

1. Children must be accompanied by a responsible chaperone with swimming skills.
2. Buoys clearly mark the swimming area. No person shall swim outside the buoys. No person shall disturb the buoys.
3. Watercraft of any make or material, whether motorized or not, are prohibited from entering the swimming area.

**C. Swimming at a Member's Pier or Property.** Swimming in the main body of the lake poses danger to swimmers. Swimmers are encouraged to use the beach area. Swimmers at a member's pier or property must comply with the following rules:

1. Swimmers must stay within 25 feet of the bank or end of a pier, but under no circumstances is swimming allowed in boat lanes or in areas that may impede boat traffic.
  2. Any person swimming on either side of the North Lake when skiing is in progress must stay inside existing piers, docks, or LRA approved buoys.
  3. No person shall swim in the main body of the lake, except in conjunction with skiing.
- D. **Swimming from or off of a Boat.** Swimming off a boat is extremely dangerous and is prohibited in all areas of the lake except in the following specifically designated area:
1. In the North Lake (Skiing Lake), only in those areas of the lake behind the “ski buoys” on the south end, and the areas behind the “no ski area” buoys on the north end.
  2. In the South Lake (Fishing Lake) swimming off a boat is prohibited.
- E. **Swimming Platforms.** Swimming platforms, regardless of make, model, material, construction, are prohibited anywhere in Lake Rosemound.

## 8. GUESTS

- A. **Definition.** The term "guest" means "any person who is not a member who uses LRA facilities or the lake at the invitation of a member."
- B. **General Guidelines**
1. An authorized gate card will be accepted as a guest card.
  2. Guests using the pavilion or beach must be accompanied by a member or have a member's gate card in their possession.
  3. No person who owns property within the geographic confines of Lake Rosemound Community shall be eligible to be a guest of another member, so long as membership stock is authorized and available for sale from the Board of Directors. If, however, no stock is available, a resident non-member may be the guest of a sponsoring member under the following circumstances: 1) the resident non-member must be on the stock waiting list, 2) the sponsoring member must pay full annual dues on behalf of the resident non-member, 3) the resident non-member may only be the guest of the sponsoring member and, 4) the resident non-member must always be accompanied by the sponsoring member when using the Lake or other L.R.A. facilities.
  4. This prohibition shall also apply to that person's spouse and any children or other family members or other persons residing in or on the Lake Rosemound Community property.

5. If a member owns a lot within the geographic confines of the Lake Rosemound Community and chooses to lease that property on a permanent basis, meaning on a consecutive six (6)-month or longer term, then and in that event, the lessee of that property may have guest privileges only if the member owns a membership for each lot in the community which he owns. For example, if a member lives in the community and owns a share and then purchases another lot in the community, then and in that event, in order for the lessee of the second piece of property to be eligible to be a guest, a second membership must be owned by that member. Under no circumstances will anyone who rents by the day or by the week or other similar type arrangement (for example, VRBO) be permitted to be a guest. Any lessee under this rule enjoying guest privileges must at all times be accompanied by the lessor/property owner/member or have the member's gate card in their possession. Guests must comply at all times with the Rules of Lake Rosemound Association, Inc. However, the Member remains liable for the actions or inactions of their Guest(s). Upon request of the Board of Directors of LRA, Inc., the Member shall provide a copy of any lease to review for compliance with this Rule.

## 9. COMMERCIAL ACTIVITY

- A. **General.** The lakes are to be used only for the pleasure and recreation of the membership. Commercial activities and ventures of any kind or type are prohibited.
  1. A member inviting a client or business associate to fish, ski, or boat with the member shall not be deemed to be a commercial activity so long as no fee, charge, or other payment results in payment for that particular activity.
  2. Examples of the type of activity which would be considered a "commercial activity or venture" and therefore prohibited are:
    - a) catching fish and selling the catch or any part thereof,
    - b) giving fishing lessons for a fee,
    - c) giving swimming lessons for a fee,
    - d) giving boating lessons for a fee, or
    - e) leasing the member's property on a non-permanent basis, meaning on a daily, weekly, or similar type arrangement (for example, but not limited to VBRO), or
    - f) giving any other type or kind of lessons for a fee or as a part of any other remuneration received by a member for any other type of commercial activity conducted by that member. Upon request of the Board of Directors of the LRA, the Member shall provide a copy of any lease to review for determination of whether a prohibited commercial activity is being undertaken by the Member.

## **10. LITTERING**

Littering is strictly prohibited. Members who see litter on the lake are encouraged to pick it up and properly dispose of it.

## **11. BOAT LANDING**

- A. **General.** With the exception of small boats such as canoes and paddle boats which may be launched from the owner's lot, all boats must be launched at the LRA boat landing.
1. Access to the boat landing is restricted to members who have a gate card.
  2. No more than one gate card per stock certificate may be issued to a member at any time.
  3. Users of the boat launch gate must close the gate after opening it.
  4. Parking in the boat launch area is prohibited.

## **12. DAM**

- A. **Driving.** With the exception of vehicles engaged in official LRA business, no person shall drive or otherwise move a vehicle of any kind, including without limitation cars, trucks, bicycles, motorcycles, three and four wheel all terrain vehicles, tractors, go carts, and golf carts, on the face of the dam.
- B. **Parking.** Parking is prohibited on the dam except in an emergency or for dam maintenance. Members must use the parking areas located adjacent to the pavilion and beach area and the boat landing area.

## **13. BULKHEADS**

- A. **General.** The 231' elevation is the dividing line between member's property and property belonging to the LRA. When used in reference to building bulkheads, the 231' elevation means the actual elevation at the time of construction of the bulkhead, unless there is clear and convincing evidence provided by the person or entity desiring to undertake the construction that the actual property boundary is at a point certain in the lake. Such evidence may be the measurements provided in a property description, an existing bulkhead, authenticated pictures showing the prior existence of the property, and similar substantial evidence. Testimony alone shall not be sufficient to establish a location for the bulkhead other than the actual 231' elevation at the time of construction.



B. **Rules.** The following rules apply to bulkheads:

1. Members may construct bulkheads on the 231' elevation line.
2. Non-members may construct bulkheads on the 231' elevation line.
3. No person, member or not, shall be allowed to capture a portion of the Lake Bottom outside the 231' elevation, either through fill material or otherwise and claim it as his own.

## **14.**

### **DEGRADATION OF THE LAKE**

A. **General.** Members are to use their lots and personal property in a manner that does not result in degradation of the lake.

1. Members are encouraged to take appropriate action to prevent silting of the lake because of unusual erosion.
2. Members must maintain their septic systems in a manner that precludes release of harmful bacteria to the lakes.
3. The introduction of any waterfowl or any species of fish or any type of plant life into the lake is prohibited.
4. Domestic ducks and geese are prohibited.

## **15.**

### **LAKE STRUCTURE CONTROL COMMITTEE**

There is hereby created a Lake Structure Control Committee comprised of four members, two from the Board and two from the general membership, who are approved by a majority vote of the Board. One of the members appointed from the Board shall be designated chairman by the President.

- A. This Committee is charged with the responsibility of reviewing any member's plans to construct or place a structure or enlarge any existing structure that would cover any portion of the lake surface beyond normal pool stage elevation (231').
- B. "Structure" means "any thing that is foreign to the lake, including but not limited to, piers, boathouses, fish structure, buoys, trees, and bulkheads."
- C. The property beyond normal pool stage elevation (231') is owned exclusively by the Lake Rosemound Association Inc. An authorization to build a structure on LRA property does not convey any property right and may be revoked at any time for good cause.
- D. No person may build or place any structure that would cover any portion of the lake surface beyond normal pool stage elevation (231') without the specific written approval of the Board.
- E. Any person who builds or places or takes ownership of a structure on LRA property is responsible for the maintenance of the structure and for any damages caused by or on account of the structure.

- F. A member proposing such construction should submit a sketch including the approximate dimensions and location of the proposed structure to the Board.
- G. The Board would refer the request to the Committee for action and recommendation. The committee would review the information, inspect the proposed site, and make a recommendation to the entire Board that would make the final decision. The board may, should it choose, delegate the authority to the committee to make a decision and may reserve unto itself the final decision making authority, only in the event of a dispute.
- H. The committee is to be guided by the following general principles:
1. Generally no structure should extend beyond 25 feet from shore (231'elevation).
  2. Generally no structure should be constructed so as to block or unreasonably impede a fellow member's access to their own property.
  3. Generally no structure should be constructed which will be an unreasonable impediment to navigation on the lakes.
  4. Generally the structure proposed should be in keeping with other structures in the immediate area or should blend in with the overall existing development of the lake.
- I. Nonmembers shall not be allowed to construct a pier, boathouse, deck or other structure that extends out over or into the Lake or Lake bottom beyond the 231' elevation line. The Board of Directors, on behalf of the Association, is authorized to take any legal action necessary to insure compliance with these provisions by a nonmember.
- J. Members, who desire to build a bulkhead at a location in the lake other than the actual 231' elevation at the time of construction, must submit an application to the Lake Structure Control Committee and receive written approval before construction begins. The application must include evidence in support of the application. The Committee shall submit its recommendation for action to the full Board. The Board shall make a final decision as to whether the application should be approved. Only construction approved by the Board in writing will be recognized as valid by the Corporation.
- K. In the event any member builds or places a structure of any kind on LRA property without prior authorization, the Board shall, by letter, inform the member of the violation and request that it be remedied within 15 days or the expiration of any extension of time granted by the Board. If the encroachment or other structure violation is not remedied by the member within such time, then the Board shall have the right to suspend all lake privileges of that member.
- L. Any such member whose lake privileges are suspended shall be subject to any legal action which may, in the opinion of the Board, be necessary to insure compliance. Any bulkhead or other structure constructed by or on behalf of a property owner shall remain the property of that property owner on whose behalf it was constructed and it shall be his responsibility to keep it adequately insured, and properly maintained. The ownership of the water or lake bottom over which that bulkhead or structure extends, shall remain vested in Lake Rosemound Association, Inc.

- M. This committee is vested with the authority to investigate any alleged violation by a member having to do with the use of the member's property which may be in violation of the conditions of membership which the member must comply with as a condition of membership. The committee shall exercise due diligence in its investigation including such meetings or conversations with the alleged violator as it deems necessary to familiarize itself with all the facts. The committee shall then make a recommendation to the board as to whether in its opinion a violation has occurred or is occurring. The Board shall review the report and recommendation of the committee but may come to its own conclusion. If the Board concludes that a violation has occurred, it may suspend the violating member's lake use privileges until such time as the violation ceases. During the time that the member's lake use privileges are suspended that member shall be entitled to none of the privileges of membership.
- N. Building over the lake should be held to a minimum to preserve access to the limited lake area for all members. All structures over the lake must be approved by the Lake Structure Committee. Each member is limited to a boathouse/fishing pier. An open or covered, not enclosed, deck area over the boathouse is allowed. Other structures over the lakes, such as gazebos, walkways or enclosed areas other than a small storage incidental to the boathouse, are not allowed. Existing structures over the lake that do not conform to this rule are grand fathered in, but must not be added to.

## **16. SINGLE FAMILY RESIDENTIAL**

"Single Family Residential" as specified in the conditions of membership means "no separate structure located on the same lot may be occupied as the permanent residence of the occupant." A separate structure may exist on such lot and it may be used as a guest house but not as a permanent residence.

## **17. GUIDELINES FOR INTERPRETING MOBILE HOME PROHIBITION**

Mobile Homes addressed in Article VII, Section 4 of the Bylaws prohibits the introduction of mobile homes onto member's property after January 14, 1997. Some mobile homes were located on Rosemound Community property before January 14, 1997, in varying stages of transformation and incorporation into acceptable structures. The following guidelines are to be used in determining whether a mobile home located on Rosemound Community property before January 14, 1997, or portions thereof have been changed to the extent that it is no longer a prohibited mobile home.

- A. A mobile home is prohibited unless the structure has been so materially changed that it no longer looks like or gives the appearance of a mobile home when casually observed.
- B. The Board of Directors shall review all relevant factors in making its determination. Factors to be considered include, but are not limited to:
  - 1. Additions to the structure such as stick built rooms or baths or porches.
  - 2. Alterations to the structure such as removal of all visible vestiges of transportation (removal of tongue and wheels).
  - 3. Whether it has been legally immobilized.
  - 4. Changes to the roof or other parts of the exterior.
  - 5. Whether it is on a slab or permanent piers.
  - 6. Whether it has central air and heat.
  - 7. Any other changes of a permanent nature which affect its appearance.