

RESERVE AT LAKE TRAVIS MARINA RULES AND REGULATIONS

The following rules apply to all Slip Licensees (as hereinafter defined) and their family members, employees, agents, guests, and invitees (collectively referred to herein as "**Marina Users**") while using the boat docks and any of the Marina and/or facilities. The Slip Licensee agrees to abide by the Rules and Regulations and recognizes that the strict enforcement of the Rules and Regulations is necessary in order to ensure the safety, comfort and enjoyment of all persons using the Marina. If the rules are violated by any Slip Licensee or his family member, employee, agent, guest, or invitee, the Slip Licensee will be responsible for corrective action, damages and fines.

Please direct any repair requests, complaints or rules violations to the Marina Operator.

1. Access Policy. The Marina is available only to Slip Licensees who are currently a party to a valid written license agreement, executed by an authorized representative of the Marina Operator. THE SLIP LICENSEE MUST BE IN ATTENDANCE WHEN THE MARINA IS USED BY FAMILY MEMBERS, GUESTS OR INVITEES AND IS RESPONSIBLE FOR THEIR CONDUCT. Marina hours will be established by the Marina Operator and posted at the Marina.

2. General Rules and Regulations.

a. All boats must be securely moored within the slips to assure the safety and physical integrity of not only the boat, but also the slip and the Marina generally. Slip Licensees shall use nylon rope of at least one inch (1") in diameter for purposes of mooring a boat to its slip. Slip Licensees shall not use any of the dock's vertical stanchions which connect to the roof truss system, or any other structural elements rising above the floating dock, as a means to secure the mooring of their boat. All tie-offs must be accomplished through floor anchor cleats attached to the floating dock structural frame. No boat may be moored in such a manner that any handrails or other equipment attached to or made part of the boat will project over the dock access walkways so as to impede or restrict such walkways.

b. Slip Licensees must insure that their assigned slip and dock area (if applicable) remain, at all times, in good condition, free of trash and unsightly debris. All personal items should be secured when not in use. Main walkways and fingers must be kept clear of all obstacles.

c. Water supply hoses and power cables shall not be laid across a main walkway or finger.

d. All power cables and connectors must be kept in safe, working order.

e. Spot lights and other, similar bright lights are not permitted on the Marina.

f. No glass containers are permitted.

g. The discharge of firearms, firecrackers, pellet guns, bow and arrows, sling shots and other hazardous items is prohibited.

j. No vandalism or other destructive or damaging acts to the facilities is permitted.

i. No disorderly conduct is permitted.

j. Children ages 15 and under must be supervised at all times by a parent or other responsible adult.

k. Trash, rubbish or debris shall not be left or deposited, even temporarily, on any portion of the Marina other than receptacle designed by the Marina Operator for such purpose. No garbage generated outside the Marina may be brought on site or placed anywhere on the Marina.

l. No animals are allowed on any portion of the Marina unless confined to a leash. The Slip Licensee and the animal owner are both jointly liable for injury and damage caused by any animals brought on the premises with or without the permission of the Marina Operator, and Slip Licensees agree, for themselves and all persons they bring to the Marina, that the Marina Operator shall have no liability for any injury or damage caused by an animal brought on the Marina. Animal owners must immediately clean up after their animals.

m. No unsafe, noxious, offensive or illegal activity or odor is permitted on any portion of the Marina.

n. No offensive language, loud music, or nudity is permitted on the Marina or land.

o. Fuel containers may not be placed on the marina deck or fingers. Watercraft may not be refueled anywhere on the Marina. No fuel or other hazardous materials may be stored on the Marina.

p. No open flame (e.g., charcoal, wood burning) cookers are allowed on the Marina; only propane cookers are permitted. No unsecured propane bottles are permitted on the docks.

q. All watercraft stored in the Marina must comply with federal and state laws including, without limitation, registration, clean water act inspections and safety requirements. Toilet systems on boats must be Coast Guard approved. Only "marine-certified" heaters may be installed on a watercraft.

r. Slip Licensee shall not place, play, or permit any radio, television, loudspeaker, or amplifier in or around the Boat Slip or Marina where same can be seen or heard from outside the boat. Slip Licensee shall not place an antenna or other projection on the boat, Slip, or Marina.

s. No swimming, diving, or fishing from the Marina.

t. Awnings, small watercraft or equipment may not be attached to the roof columns or Marina structure unless authorized in writing by Marina Operator.

u. Jet skis or personal watercraft may not be parked on the Marina without written permission from Marina Operator.

v. The only boat that may be parked in the Slip is the boat identified on the first page of the Agreement. If Slip Licensee desires to keep a new or different boat in the Boat Slip, all boat identification information (including, without limitation, its registration number, make, model and length) must be submitted to Marina Operator in writing not less than five (5) days prior to the date that Slip Licensee intends to begin mooring such new boat at the Marina. Upon receipt of such information, Marina Operator, at its sole discretion, may permit occupancy of such new boat and, in the event the length of the new boat exceeds the length of the Slip, may adjust the monthly Fees accordingly. No new or different boat may be placed in the Boat Slip unless Marina Operator gives its written consent, which consent shall not be unreasonably withheld. In the event Marina Operator refuses to give written consent to Slip Licensee to keep a new or different boat in the Boat Slip, Slip Licensee may terminate this Agreement by providing written notice to the Marina Operator within fifteen (15) days following Marina Operator's refusal to provide written consent. Slip Licensee agrees that any boat, vessel, or other watercraft placed in the Boat Slip will be registered, identified, marked, equipped and maintained as required by the laws of the State of Texas.

w. No signage permitted without express, written permission from Marina Operator.

x. Slip Licensee may not live or reside on his or her boat without the written permission of Marina Operator. Marina Operator reserves the right to grant or deny such permission **for any reason**. If such permission is granted to Slip Licensee, Marina Operator may charge additional Fees to Slip Licensee in such amount as Slip Licensee deems appropriate.

y. All areas inside the breakwaters are "no-wake zones."

z. The Marina Operator reserves the right to impose additional restrictions on Marina use as warranted. The Marina Operator further reserves the right to impose such procedures as it deems necessary to administer these Rules and Regulations.

3. The Marina Operator may assess fines against a Slip Licensee for any violation of rules adopted from time to time by the Marina Operator. Each Slip Licensee shall be responsible for the violation of any rule by such Slip Licensee's family, guests, employees, agents or invitees. In addition, violation of any rule adopted by the Marina Operator for use of the Marina, any act of vandalism, any behavior that is dangerous to others, or any other behavior deemed inappropriate by the Marina Operator may subject the Slip Licensee to ejection from the Marina and/or termination of the Slip Licensee's License Agreement. The Marina Operator may direct its attorney to pursue an injunction in order to enforce any term or provision of these rules.

4. Security. The Marina Operator assumes no responsibility to Slip Licensees, Marina Users or any other persons. USE OF THE MARINA SHALL BE AT THE MARINA USER'S OWN RISK AND MARINA USERS, AS A CONDITION OF PERMITTED USE, MUST ACCEPT THE CURRENT AND FUTURE CONDITION OF THE MARINA FACILITIES AND PREMISES **AS IS AND WITH ALL FAULTS**. The Marina Operator makes no implied representations or warranties of any kind whatsoever regarding the Marina facilities or premises, including, but not limited to, the safety or security of the Marina facilities or premises, the

compliance of the Marina facilities or premises with any applicable law, or the fitness of the Marina for any use by any Slip Licensee, User or any other person. In addition, the Marina Operator shall not be liable to any Slip Licensee, User or any other person for any damage to person or property proximately caused by the acts, omissions, or neglect of Marina Operator, or any User, Slip Licensee or any other person.

5. Boat Lifts.

- a. All new construction of boat lifts must be approved in writing by Marina Operator. Slip Licensee must have such written approval from Marina Operator prior to installation of a boat lift.
- b. A request for a new boat lift must be made to the Marina Operator in writing and must contain the following information:
 - i. Name and contact information of Contractor who will be responsible for installation of the lift.
 - ii. A draft of the lift design, in hard copy and electronic (PDF) formats.
 - iii. Exhibit or drawing depicting the footprint of where the lift will be installed.
- c. The length of the boat lift cannot be longer than the length of the Boat Slip.
- d. Unless otherwise stated in the Agreement, all boat lifts are to be installed at Slip Licensee's expense.
- e. Any Slip Licensee who removes a boat lift from a Boat Slip will be subject to additional Fees to compensate Marina Operator for repairs due to damage caused by such removal.

BOAT LIFTS MUST BE INSTALLED SUCH THAT BOATS MUST BE MOORED BOW FIRST UNLESS APPROVED IN ADVANCE, IN WRITING BY MARINA OPERATOR.

- f. All boat lift controls must be in a locked lift control box. Control and battery boxes may not be installed on the slip or dock walkways.
- g. In the event Slip Licensee terminates his agreement or moves to a new slip, Slip Licensee, with prior written approval from Marina Operator, may remove his boat lift or offer it for sale to any subsequent slip licensee. Any boat lift not removed by Slip Licensee within thirty (30) days after termination of this Agreement may be removed by Marina Operator at Slip Licensee's sole cost and expense.

6. Parking; vehicles.

- 6.1. **Land Side Parking.** Marina Operator has constructed a parking lot on the land containing limited parking spaces. Marina Operator reserves the right to designate an area of the parking lot where Slip Licensee and Marina Users are permitted to park. Marina Operator further reserves the right to limit the number of parking spaces available for use by Slip Licensee. Slip Licensee is advised that during peak use periods (e.g., holidays), the parking lot may become full. Marina Operator does not warrant or represent that a parking space will be available during such peak periods. Slip Licensee and Marina Users shall park vehicles only in spaces marked and designated for parking. Slip Licensee and Marina Users shall not, at any time, park a

loaded or unloaded trailer in the parking lot or anywhere on the land. No Slip Licensee shall park in the parking lot unless such Slip Licensee or Marina User is at the Marina or in a boat.

- 6.2. **Golf Carts and "Mules".** The Marina Operator has adopted and has incorporated into its Rules and Regulations that certain Golf Cart Operation Policy, as may be amended from time to time, a copy of which can be found on the Marina Operator's web site at www.reserveatlaketravismarina.com. Slip Licensees may also obtain a copy of the Golf Cart Operation Policy by contacting Jenna Heilman at 512-402-1400 or jenna@haljonesdev.com.

7. Patio Restrictions (applies to docks D, E, and F).

- 7.1 Marina Operator reserves the right to restrict items from being placed in the patio area or to require the removal of items if such items, in the Marina Operator's sole discretion, are unsightly, dangerous, offensive, and/or if they infringe on the Marina Operator's or other slip licensees' use and enjoyment of the Marina. Upon receipt of a written request from the Marina Operator, Slip Licensee shall have 5 days to remove all non-compliant items per the Marina Operator's written request.

7.2 In addition to all other restrictions set forth in this Agreement, the following items are specifically prohibited within the patio area:

- a. Full-sized refrigerators;
- b. Any item that is taller than 4' or that otherwise obstructs the view of the lake;
- c. Hanging or decorative lights, unless approved in advance by Marina Operator

7.3 Flooring, outdoor carpet, or other, similar items may not be glued or taped to the concrete pavers.

7.4 **Slip Licensee MAY NOT obstruct the walkways with electrical cords or conduit. If Slip Licensee requires electricity in the patio area, Slip Licensee must submit a written request to Marina Operator. Marina Operator shall charge an additional fee to Slip Licensee if electricity is extended to the patio area.**

8. Gates and Control Entry Devices.

The Marina Operator has adopted and has incorporated into its Rules and Regulations those certain Rules Regarding Control Devices, as may be amended from time to time, a copy of which can be found on the Marina Operator's web site at www.reserveatlaketravismarina.com. Slip Licensees may also obtain a copy of the Rules Regarding Control Devices by contacting Jenna Heilman at 512-402-1400 or jenna@haljonesdev.com.