

Lake Travis Lodges Marina Association

Rules and Regulations

The following Rules and Regulations reinstate or supplement Exhibit 3: To Second Amended and Restated Declaration of Covenants and Restrictions for Lake Travis Lodges Marina.

Enforcement of Rules and Regulations

Group 1 Violation Enforcement:

- A. First offense may include a verbal notification by the Marina Manager to the violator occupying the unit.
- B. Second offense of a rule violation will be a written documented warning to the violator, slip owner and Property Management.
- C. Third offense of a rule violation will be a fine of \$250.00 to the slip owner and additional \$250.00 may be added to each monthly assessment until the violation is corrected.
- D. Fourth and continued offenses will be grounds for eviction of tenant and/or slip owner under Section 2.7 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Group 2 Violation Enforcement:

- A. First offense of a rule violation will be a verbal notification to the violator, with documented warning to the slip owner and Property Management.
 - a. It is the discretion of marina manager and Board of Directors (BOD) to fine unit owner \$500 for first offense and \$1000 for each subsequent notified violation.
 - b. Violation by tenants of unit owner are grounds for immediate eviction of tenant.
- B. Continued offenses will be grounds for eviction of tenant and/or slip owner under Section 2.7 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

All expenses incurred by LTLMA for rule compliance will be the responsibility of the Unit owner. Expenses may include an hourly rate for time spent by the marina manager and/or Property Management addressing rule violations.

Slip Owner and/or Tenant Registration

1. All slip owners and tenants are required to complete the appropriate information form and update any changes within 30 days. All forms must be submitted to Property Management. Marina management is authorized to prohibit boat use by persons not listed with property management. Failure to comply with the requirement may be considered a Group 2 violation by the BOD.
2. All boats must be covered by a liability insurance policy comparable to the Texas minimum liability coverage amounts. Failure to comply with the requirement may be considered a Group 2 violation by the BOD.

Repair of Vessels or Boat Lifts

1. All outside vendors hired by unit owners or tenants, working on or around the marina, must have proof of current liability insurance on file in the marina office. It is the unit owner's responsibility to ensure that the requirement of this rule is met by the vendor. The cost of repairing any damages caused by an uninsured vendor working on a slip owner's boat or slip and/or working on a tenant's boat or slip will be deferred to the slip owner.

Moving Vessels Due to Marina Repairs or Emergency

1. If damage occurs, or there is a threat of damage to the docks, common areas, or slips, the BOD's will notify unit owner/tenant to remove their boat away from the effected portions of the marina that need replacement, repair of other work performed. If after notification, the slip owner/tenant fails, or refuses to remove a boat from the slip, the BOD may remove the boat at the unit owner's expense.
2. For purposes of Section 2.13(f) of the Declaration of Covenants, Conditions and Restrictions for Lake Travis Lodges Marina in cases of emergency, or to repair, replace or otherwise work on the docks, common areas, or slips, a non-conforming structure shall be interpreted to include a vessel.

Group 1 Rules and Regulations

Vessel Operational Capabilities

- Any vessel moored within a slip should be operational in its ability to enter and exit a unit slip under its own power. Temporary inoperability while under repair or maintenance is allowed. It is at the discretion of the Marina Manager and the BOD to evaluate lake worthiness of any vessel, and its ability to operate under its own power to enter and exit a slip or the marina.
- All vessels moored within the Marina shall follow the current regulations as defined by the state of Texas.

Mooring and Lines

- Mooring
 - "New" docks with installed cleats: Boats may only be moored to the cleats within the slip and may not attach to the marina in any other manner.
 - "Old" or existing docks without cleats: Mooring to the upright supports is allowed.
- In addition to the above fee violation, the slip owner may be billed an hourly fee for any boat requiring attention to the mooring requirements by the marina staff. The daily rate or \$150 per day will be assessed to the unit owner. For protection of the boats and docks, minimum mooring lines for boats are as follows:
 - Boats up to 27': 3/8" nylon or equivalent
 - Boats up to 36': 1/2" nylon or equivalent
 - Boats up to 45': 5/8" nylon or equivalent
 - Boats up to 54': 3/4" nylon or equivalent

Boats tied inadequately can be temporarily retied by the marina manager at the owner's expense subject to the daily \$150 daily rate.

- Boats must be moored so that no part of the boat extends over the walkway and no boat shall extend into the navigable passageway more than 20% of the length of the slip.
- Repairs to any damage made to the marina by a boat due to improper mooring will be paid for by the slip owner. This includes bumpers, columns, roof panels, cleats, and any other component of the dock. All unit owners are encouraged to purchase Dock-side Bumpers to protect your boat's edging and the dock's roofing poles.

Dock Boxes and Steps

1. Dock boxes must be regulation. All dock boxes must be made of fiberglass or plastic and may not exceed 24" in width and 96" in length unless approved by the BOD. Dock box requirements only apply to dock boxes stored on the marina walkways and do not apply to boxes stored on owners patios built within their slip. Steps for boarding boats are not to exceed 24 inches in width to allow for passage and maintenance on walkways. Steps may contain a permanently enclosed storage area underneath. The design or plan for steps must be approved by BOD and marina manager in writing.

Unit Owner Slip Modifications

1. The following items cannot be placed or left on marina structure without Marina Manager or BOD approval: construction material, tools, rafts, inflatable toys, lines other than dock lines, carts, gas containers, batteries, coolers and other containers. Nothing can be attached to the Z purlins (beams) or roof. Trash and garbage must be placed in the receptacles on shore.
2. The following items may be attached to marina structure with BOD and Marina Manager approval: satellite dish, hose reel, fan, dock boxes, and personal CCTV cameras. The aforementioned items are the sole responsibility of the slip owner and not the marina association. Items which are not properly maintained are subject to removal by the marina association at the slip owner's expense. Any construction within a slip that will include a structure being bolted or otherwise attached to the slip, must be approved by the BOD and/or Marina Manager in writing before the construction begins.
3. All vessel hoists and lifts must have its controller mounted within the slip's interior boundary. Control panels are not allowed to be mounted on the walkway or on the dock finger walkway.

Boat Wake

1. All vessels must observe a "no-wake speed" in the harbor and around all docking areas. When approaching or entering the harbor entrance, slow boat to speed to create no wake.

Boat Ramp and Trailers

1. Use of boat ramp is at the sole risk of the boat owner and is available to unit owners and lease holders of units for loading and unloading of boats that have registered unit slips. Commercial tenants as defined in the By-laws of the marina may use the ramp per the terms of lease.
2. Trailers must not be left on marina property.

Fire Safety

1. No smoking or open flames (including pilot lights) are allowed in the fueling area or during fueling operations. Light bulbs or other sources of ignition are not allowed within closed engine compartments. Flammable materials or their containers are never to be left on the docks or walkways or inside of the approved dock boxes or steps. No discharging of firearms or fireworks is allowed on marina property including the parking lot, docks, and the extents of the no-wake zone surrounding the marina.

Swimming

1. No swimming, diving, or scuba diving from the docks, walkways, or within the harbor area is allowed. Swimming is allowed within the boundaries of the designated swimming area and is absolutely not allowed beyond this barrier. Use of the swim area is at the users' own risk. Diving, running, horseplay, and glass containers are not allowed in the swim area. Swim area may be closed due to lake levels by the BOD and/or marina manager. Swimming is at own risk.

Traffic and Parking

1. All vehicles, cars, cycles, etc., must observe a 5 mile per-hour speed limit while on marina property. Parking is allowed in authorized areas only. All vehicles, cars, cycles, etc., parked on the marina's premises are for current access to the marina. No long term vehicle storage is allowed.
2. Registered marina owners/tenants may, from time to time, use the parking lot for regular maintenance on their boat under these conditions:
 - a. Any vendor performing work on marina property has their Proof of Commercial Liability insurance information on file with the Marina Management before arriving onsite to perform work.
 - b. Work is performed on a weekday (Monday through Friday) and takes no longer than 24 hours.
 - c. The slip owner has contacted the Marina Manager to inform and coordinate work.
 - d. The slip owner follows the instructions given by the Marina Manager in regards to placement of boat/trailer/vehicles while in the parking lot and the amount of time allowed for repairs.
 - e. The slip owner follows-up with the Marina Manager regarding any changes in their plan.

Pets

1. Pets shall be on a leash and under control at all times. The owner is responsible for cleaning up after the pet and for making sure that tags certifying vaccination are displayed on the pet.

Walkways

1. No running, riding bicycles, tricycles, or motorized vehicles, skateboarding, rollerblading, or use of any other wheeled toys are permitted on the docks and walkways. Wheelchairs, strollers, and utility carts are permitted but must be removed and stored in the dedicated dock storage area on the upper parking lot when not in use.

Heads and Pumping Holding Tanks

1. Heads and or holding tanks must be properly maintained to prevent excessive odors. Holding tanks and/or heads are not to be discharged except into the sewage pump out system. Do not use the pump out system to pump out boat bilges. At additional cost, some docks may have pump out facilities available to individual slips. Individual slip pump outs are for the exclusive use of that slip owner/tenant and may not be shared in any way with surrounding slips. Any individual slip pump out connection shall be disconnected with no refund if used incorrectly.

Responsible Ownership and Courtesy

1. Unit owners, their family, tenants, guests, employees, and pets shall conduct themselves at all times so as not to create an annoyance, hazard, or nuisance to the marina or other persons. The marina staff and or members of the LTLMA BOD shall retain the right to expel guests of owners and tenants who are found to be in violation of any of the LTLMA rules and regulations, or creating an annoyance. Obscene acts, drunkenness, drug use, or profane language are prohibited on the property and constitute a violation of these rules.
2. Reasonable quiet shall be maintained on the marina. Reasonable quiet includes the volume on talking, radios, stereos, CD players and other similar equipment to the point that the sound does not overtly extend beyond the owner's slip.

Group 2 Rules and Regulations

Unit Owners Leasing of Slip

1. The leasing of an individual unit by an owner is permitted provided that a Lease agreement in-writing is made between the unit owner and the leasing individual specifically subject to the association Declarations, By-laws, and Rules and Regulations of LTLM. In leasing his/her unit, a unit owner is required to have the prospective tenant complete the appropriate informational form and submit to Property Management. Compliance with this rule is the responsibility of the unit slip owner.
2. In addition to any Lease agreement between an owner and renter being subject to the Declarations, By-laws, and Rules and Regulations of LTLM, it must include equal or substantially appropriate text to acknowledge that the:
 - a. Undersigned agrees that failure to comply with the terms of the agreement or any other agreement related to the unit or marina common ground may result in removal from the premises.
 - b. Undersigned recognizes and acknowledges the inherent risks and danger involved in accessing the Marina in its present condition to access the Marina docks, including the possibility of property damage, loss, bodily injury, sickness, disease, and death. Undersigned access to the Marina property is undertaken with full knowledge, disclosure, and acceptance of such risks, which risks may not be fully apparent.
 - c. Undersigned hereby assumes all responsibility and all risk of injury, damage, or loss of any kind which may be sustained that arises from or is in any way related to access to the Marina, and Undersigned accepts all such risks for any person they bring, host or give permission to access the Marina property. Undersigned further releases, discharges, and agrees not to make or bring any claim of any kind against the

Association, the Association's managing agent, officers, directors, committee members, agents, contractors, successors, or unit slip owner(s).

- d. UNDERSIGNED AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO UNDERSIGNED OR PERSONS THEY BRING, HOST OR GIVE PERMISSION TO ACCESS THE MARINA; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE ACCESS TO THE MARINA. UNDERSIGNED UNDERSTANDS, ACKNOWLEDGES AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

For-profit Vessel Usage

1. The LTLM does not allow a Unit Owner or a Lessee of a Unit to load or unload individuals from a vessel at LTLM that is related to for-profit activity. Unit Owners or Lessee's failing to abide by this rule will be fined per Group 2 enforcement. It is the Marina Manger's sole discretion and good judgment to review such activity and to inform the BOD of a violation of this activity under the Rules and Regulations. Unit owners may also inform the BOD, or the Marina Manager, of suspected for-profit rental/charter activities of individuals loading or unloading on LTLM property. The BOD and Marina Manager will review and address according to this Rule and Regulation that LTLM does not allow a Unit Owner or a Lessee of a Unit to load or unload individuals from a vessel on LTLM property related to for-profit activity.
 - Boat rental and/or charter activities; this rule does not prevent an owner from mooring his/her vessel in the moorage area provided that his for-profit activities, such as loading and unloading of customers are conducted elsewhere, and all forms are updated listing persons that are allowed access to the vessel.
 - Selling or brokering boats; but does not prevent a unit owner or lessee from the occasional sale of a personal boat. The sale of more than one boat per slip, per calendar year shall be considered an unauthorized activity and not an occasional sale.

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