

RULES AND REGULATIONS MARINA CLUB WATERFRONT MARINA

All boat slip tenants and other persons using the Marina shall abide by Marina rules and all applicable governmental regulations. The rules are intended to assure maximum enjoyment and safety at the Marina for everyone.

Each tenant is responsible for making sure that his family, tenants, and invitees comply with these rules while such persons are on the premises of Marina Club Marina and the adjacent parking and shore areas on the premises of Marina Club Marina and the adjacent parking and shore areas. Each tenant is strictly responsible for the conduct of his or her family or guests and is liable to Lessor for all damages caused by such tenant's family or guests.

Under these rules, the term "Lessor" means the Marina Club Waterfront Association, Inc. and the term "Lessee" means the person designated as Lessee of the boat slip and his/her family, guests and invitees. The term "boat" includes all motorboats and pontoon boats. The term "equipment" includes all personal property other than boats.

1. **No commercial use.** Boatslips shall be used for recreational use only and may not be used for the purpose of leasing, selling, repairing boats or nautical equipment, or other commercial activity.
2. **No running.** There shall be no running on the shore, docks, or walkways. No smoking. There shall be no smoking, open flames, or cooking anywhere at the Marina at any time.
3. **No smoking.** There shall be no smoking, open flames, or cooking anywhere at the Marina at any time.
4. **No disturbances.** There shall be reasonable quiet maintained at the Marina and in adjacent shore areas between the hours of 8:00 p.m. and 8:00 a.m. There shall be no yelling, obscene acts, drunkenness, profane language or discharging of firearms at the Marina and in adjacent parking and shore areas. Tenants and their family and guests and invitees shall at all times be respectful of the rights of others and shall not cause any annoyance, hazard, or nuisance to the Marina or to other persons.
5. **No nuisances.** No unsafe, noxious, offensive, or illegal activity is permitted at the Marina. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed. No person may do anything that will adversely affect insurance availability for the Marina.
6. **No storage of hazardous materials.** Except for fuel stored in a boat's fuel tank(s), no flammable or combustible liquids or other hazardous materials may be stored anywhere in the Marina. Plastic fuel containers are strictly prohibited.
7. **No guests in excess of limit.** A tenant may not have more than six (6) guests present at the Marina at any one time. Shore parties not allowed.
8. **No swimming.** There shall be no swimming, diving or scuba diving near the Marina at any time except that, in the immediate area of a tenant's boat slip, swimming will be allowed

for cleaning or repairing boats. Under no circumstances shall such swimming pose an obstacle to boat traffic.

9. **No obstructions.** No one may obstruct pedestrian walkways with materials, supplies, accessories, additional watercraft, recreational equipment, debris or trash.
10. **No signs.** Except for signs posted by Lessor, no signs of any kind may be placed at the Marina or on a tenant's boat. Any signs may be removed and discarded by Lessor without notice to anyone.
11. **No wake.** Boat operators shall observe "No-Wake" signs. When approaching the Marina, boat operators shall slow their boat to a speed so as not to create waves.
12. **No pollution.** No one may pump out or discharge heads or holding tanks anywhere in the Marina or in Lake Austin. No one may pollute any part of the Marina or adjacent waters of Lake Austin with oil, gas, or other chemicals.
13. **No major boat repairs.** Minor repairs to boats are permitted while the boats are moored in their respective boat slips. Otherwise, no repairs may be done on boats at the Marina.
14. **Pets.** Pets must be accompanied by the pet's owner at all times. Animals must be kept on a leash when outside a boat. Pets may not make excessive noise (in the sole judgment of the Board). Leashes may not be tied to objects and must be held by a person who can control the animal at all times. Animals may not be left alone at the Marina. Animal owners or handlers shall immediately clean up after such animals have defecated anywhere at the Marina. Animals may not be fed at the Marina. If these restrictions are violated, the Board may remove the animal and may prohibit the tenant from bringing any pet to the Marina again.
15. **Liability for pet.** A pet owner is strictly liable to all other tenants and their respective families, guests, tenants and invitees for injury and all damage caused by any animals brought at the Marina by a tenant or the tenant's family or guests. Lessor shall not have any liability for injury or damage caused by any animal brought to the Marina.
16. **Trash.** Lessor does not furnish trash receptacles for normal Marina trash. Tenants and their family and guests shall place use their own trash and garbage receptacles.
17. **Boat keys.** Ignition to a boat shall be locked when the owner or operator is not present. Keys shall not be left in the ignition of a boat. Lessor is authorized to remove any visible keys when an operator is not present.
18. **Unauthorized operators.** No one may use any boat except his own without the boat owner's written permission. If a boat operator (other than the boat owner) is not listed on Exhibit B or does not have with him or her written permission from the boat owner to use the boat, Lessor is authorized to prohibit boat use by such person.
19. **Insurance.** Nothing shall be done or kept at the Marina or in adjacent parking and shore areas which will increase the rate of insurance at the Marina. No tenant shall permit anything to be done or kept in his boat slip which will result in cancellation of insurance on any part of the Marina.
20. **Construction and Marina repairs.** After reasonable attempts to notify a tenant by telephone, email or mail, Lessor may temporarily relocate a boat when reasonably necessary to make repairs to the Marina.
21. **Maintenance, repairs, and alterations by Lessor.** Lessor shall make diligent efforts to maintain and repair the Marina and shore areas. Tenants shall immediately report to Lessor any dangerous conditions that are observed at the Marina and shall report to Lessor any loose or

defective mooring cleats on their respective boatslips. Tenants are encouraged to report to Lessor any overlooked maintenance or repairs. Lessor shall have sole responsibility for maintaining hydro lifts.

22. **Maintenance, repairs, and alterations by tenants.** Tenants may not make any repairs or alterations to the Marina, including the hydro lifts, and may not screw or nail anything to the Marina without Lessor's approval. Installation of locks, cleats, hydro lifts, or other items attached to the dock are prohibited without written permission of Lessor.
23. **Access and vehicles.** All vehicles must observe posted signs in the Loop 360 parking area. No parking of any vehicle, including bicycles and other mechanical transportation is allowed at the Marina. The Loop 360 parking area is not part of the Marina property. Nonetheless, all persons Using the Loop 360 parking area shall refrain from throwing trash, ashtray contents, or other debris on the parking areas. Persons using the Loop 360 parking area shall be responsible for promptly repairing flat tires or other conditions of the vehicle which cause unsightliness in the reasonable judgment of Lessor. If vehicles are blocking driveways or passageways or parked in violation of these rules or state statutes, Lessor may exercise vehicle removal remedies under state statute upon compliance with statutory notice. Tenants leasing boat slips who are not owners or tenants of owners of condominium dwelling units in the Marina Club Condominiums or the Lakeside Condominiums may not park or walk on the grounds of such condominium projects.
24. **Use of electricity and water.** Tenants shall use extreme care when using electricity at the boat docks because of the danger of electrocution. Electricity may be used for battery charging, minor repairs, lighting, hydro lifts, and comparable purposes. Electricity may not be used for boat air conditioning, cooking, or refrigeration. Potable water from water faucets must not be wasted. Temporary interruption or malfunction of utilities shall not render Lessor liable for damages, rent abatement, or lease termination.
25. **Storage rooms and keys.** Tenants may rekey the keyed deadbolt on the storage room assigned to their respective boatslips, at their expense. Lessor shall keep the locks on the storage room assigned to a tenant's boatslip in good working order, at the tenant's expense. At all times, tenants shall provide Lessor with a working key to the lock(s) on the door to the tenant's storage room. Lessor shall control the specifications, color, locks and installation of all locks. The electrical boxes serving each boat slip are contained in the storage rooms for the respective boatslip; and if a tenant fails to provide Lessor with a current key, the tenant shall be responsible for any extra trip charges incurred by Lessor due to the tenant's failure to provide a current key to Lessor. The electrical boxes serving each boatslip are contained in the storage rooms for the respective boatslip, and if a tenant fails to provide Lessor with a current key, the tenant shall be responsible for any extra charges incurred by Lessor due to the tenant's failure to provide a current key to Lessor.
26. **Mooring lines.** All boats floating in boatslips shall be moored securely with 'h" nylon or dacron lines or larger. All equipment shall be secured properly. If in the reasonable judgement of any Lessor's agent or representative, a boat or equipment in a slip or adjacent space has not been moored or secured in compliance with the foregoing, Lessor may cause such boat or equipment to be moored or secured in compliance with these rules without prior notice to the tenant, boat owner, or equipment owner; and Lessor may charge the tenant a reasonable fee for labor and materials unless the tenant

demonstrates to Lessor's reasonable satisfaction that the boat or equipment was not authorized by him or his family or guests.

27. **Boat upkeep.** At all times, tenants shall maintain their boats in a clean and neat condition and in compliance with all applicable state laws.
28. **Fire extinguishers and life preservers.** When using the boat, a tenant shall have life preservers and fire extinguishers as required by law.
29. **Security and vandalism.** Lessor has no duty to take action to minimize vandalism, theft, and other criminal acts of third parties or to take action to minimize intrusion upon the Marina by unauthorized persons. Under no circumstances shall Lessor be responsible for the security of a tenant's boat or other personal property located at the Marina. Lessor and its employees shall have the right to request unauthorized persons to leave and the right to summon law enforcement officers to enforce trespass and other criminal laws.
30. **Identification.** Lessor may require disclosure of name of boat owner, street address, and telephone for any boat in a tenant's boat slip. Lessor may require personal identification of any person at the Marina, at anytime.
31. **Boarding boats.** No one may board a boat without permission of the boat's owner except that Lessor's representative may board a boat when necessary to enforce these rules.
32. **Liability for damages.** Boat owners and operators shall be liable for damage to other boats and the Marina caused by their violation of these rules.
33. **Rule enforcement.** Violation of any rule by a tenant or the tenant's family or guests shall be grounds for termination of the tenant's right of possession of the tenant's boat slip.
34. **Rule changes.** Lessor may make reasonable changes in these rules by mailing copies of the modified rules to all tenants.