



CLUB AND MARINA RULES

Safety is a primary concern which requires the attention of all Members. It is the Member's responsibility to ensure that he and his guests follow the Club Rules and exercise common sense regarding safety. Certain activities at the Club, such as swimming, are inherently dangerous and afford risks to participants. To minimize the risk of accidents and to afford safety to the Members and their guests, all Members, their families and their guests must abide by these Club Rules. Ultimate responsibility for compliance with Club Rules lies with the Member. Failure to comply may bring action up to and including revocation of certain privileges or Club Membership.

1. GENERAL RULES.

- 1.1. MEMBERS, FAMILY MEMBERS AND THEIR GUESTS USE THE CLUB FACILITIES AT THEIR OWN RISK.
- 1.2. Members, family members and their guests must abide by all rules established by the Operator as they may be amended from time to time and Members are responsible for ensuring that their family members and guests comply with all rules of the Club.
- 1.3. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be served or sold, or permitted to be consumed, on Club Facilities during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of Texas, or any applicable federal, state or local ordinance or regulation.
- 1.4. Proper attire, decorum and consideration of the comfort of others must always be observed.
- 1.5. Members, family members and their guests may not supervise, give direction to, reprimand or abuse any of the Club's employees, verbally or otherwise. Verbal or physical abuse or harassment of employees is not tolerated. All employees of the Club are under the supervision of the Operator and no Member, family member or guest shall reprimand or discipline any employee, request any employee to perform personal tasks while on duty at the Club, send any employee off the Club Facilities for any reason or request the personal use of the Club's furnishings or equipment which are not ordinarily available for use by Members. Any employee not rendering courteous and prompt service should be reported to the Operator immediately. All such reports will be given prompt attention.
- 1.6. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in the parking lot(s). Parking on grass areas, at the front entrance or in delivery areas or in any way which blocks the normal flow of traffic is not permitted. "No Parking" signs and reserved parking designations must be observed. Violators may be towed at the vehicle owner's expense.
- 1.7. Advertisements in any form and solicitations of any kind are prohibited on the Club Facilities and shall not be posted or circulated on the Club Facilities without the prior written approval of the Operator.
- 1.8. There shall be no solicitation in the name of, or on behalf of, Cypress Club nor shall the name or logo of Cypress Club be used for any purpose, without the prior written approval of the Operator.
- 1.9. Smoking at the Cypress Club Lodge is only permitted in designated smoking area near the fire pit. Smoking is NOT permitted in any area of the Swim Park.
- 1.10. To facilitate the proper management of the Club Facilities, all complaints, criticisms or suggestions relating to the operations of the Club Facilities must be in writing, signed by the Member and addressed to the Operator.
- 1.11. No performance by entertainers is permitted on the Club Facilities unless approved by the Operator.
- 1.12. Use of all or any portion of the Club Facilities may be restricted or reserved by the Operator and not available for use by Members from time to time by the Operator.
- 1.13. The Operator reserves the right to modify the privileges of Club Membership in the Club, including but not limited to, establishing rules governing access and sign-up privileges for Club Facilities.
- 1.14. Personnel of the Club will have full authority to enforce these Club Rules and any infractions will be reported to the Operator.
- 1.15. The Operator reserves the right to amend these Club Rules as it deems appropriate from time to time. All amendments to these Club Rules shall be effective when posted on the bulletin board at the Club or mailed or emailed to the Members.

1.16. The Operator may adopt additional rules regarding guest privileges and may limit, deny or revoke, in the Operator's sole discretion, guest privileges of any Member and limit the number of times and/or hours when any individual guest may use the Club Facilities.

2. HOURS OF OPERATION. Hours for the Club Facilities will be established by the Operator and posted at the Cypress Club Lodge and on the Cypress Club membership web site. The Operator reserves the right to use the Club Facilities for special functions. Certain Club Facilities will be closed from time to time for maintenance, repairs and other purposes deemed appropriate by the Operator.

3. LOSS OR DESTRUCTION OF PROPERTY

3.1. Each Member, as a condition of Club Membership, and each family member and guest as a condition of invitation to use the Club Facilities, assumes sole responsibility for his/her property. The Operator is not responsible for any loss or damage to any private property used or stored at the Club Facilities.

3.2. The Club shall not be responsible for any articles of personal property left at a Club Facility by a Member. Any personal property that has been left in or on the Club Facilities and remains unclaimed for fourteen (14) days or more may be sold by the Operator, with or without notice, at a public or private sale, or may be otherwise disposed of in any manner deemed appropriate by the Operator, and the proceeds, if any, shall belong to the Operator.

3.3. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without prior approval of the Operator. Each Member at the Club is responsible for any property damage and/or personal injury occurring at the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Operator, caused by the Member, family members and guests. The cost of repairing or replacing any such equipment, furnishings or property of the Club shall be charged to the Member's Club account.

4. CHILDREN & PETS

4.1. At the entrance to a Club Facility, the Operator may post policies prohibiting use of such Facility by persons under a specified age, or restricting use of such Facility by children under a specified age unless accompanied and supervised by an adult. These policies must always be observed.

4.2. Any person who brings a child onto the Club Facilities is responsible for such child's conduct and safety while on the Club Facilities. Parents are responsible for and must control their children with

due regard to the wishes and comfort of other Members.

4.3. Children under eighteen years of age are not permitted on the Club Facilities after 10:00 p.m. without the prior approval of the Operator unless accompanied by an adult.

4.4. Children under the lawful drinking age are not permitted in any bar or lounge unless accompanied and supervised by an adult. NO CHILDREN AT SWIM BAR.

4.5. Members may bring DOGS (no other pets) to the Cypress Club Lodge, provided the dog(s) is on a leash and is properly supervised at all times by the Member. The Member is solely responsible for cleaning up after his or her dog and for properly disposing of any waste. NO DOGS OR PETS OF ANY KIND ARE ALLOWED AT THE SWIM PARK.

5. ATTIRE

5.1. The Operator may establish dress requirements depending on the time of day and the specific Club Facility being used.

5.2. Members shall dress in a fashion befitting the surroundings and atmosphere of the Club and in a manner consistent with the specific dress policies and rules established by the Operator for specific areas and activities. Members are responsible for advising their guests of the dress requirements.

5.3. FOR HEALTH REASONS, SHIRTS AND/OR COVERUPS AND FOOTWEAR MUST ALWAYS BE WORN AT THE CYPRESS CLUB LODGE.

5.4. Large and/or offensive tattoos must be covered with appropriate clothing while the Member and his or her Guest are at the Club Facilities. The Operator shall determine, in its sole discretion, whether a tattoo is offensive and reserves the right to ask the Member or Guest to leave the Club Facilities.

5.5. The dress standards of the Club may be changed or waived by Club management from time to time for special activities and functions.

6. GUESTS

6.1. Members are responsible for their guests in matters of finance, safety and general conduct.

6.2. The Operator reserves the right to restrict the number of guests that a Member may have using the Club Facilities at any one time.

6.3. Members must accompany guests at all times unless prior authorization is obtained by the Operator.

6.4. Members will receive twenty (20) free guest day passes per year. Additional guest passes can be purchased from the Operator for \$10.00 per pass.

6.5. Members cannot give access cards to their guests. Any guests not accompanied by a Member will be denied access and will be asked to leave the facility.

7. DISCIPLINARY ACTION

- 7.1. Club Membership and/or use privileges of any Member, family member or guest may be suspended or terminated by the Operator or such other disciplinary action may be taken which is deemed appropriate by the Operator, including, but not limited to, the institution of a fine, if, in the sole judgment of the Operator, the Member, family member or guest:
 - 7.1.1. permits the unauthorized use of a Member's Club Membership or account;
 - 7.1.2. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of the Club or its Members;
 - 7.1.3. fails to pay Club Dues or any other amount owed to the Club in a proper and timely manner or habitually fails to pay the Club fees or any other amount owed to the Club in a timely manner;
 - 7.1.4. fails to abide by these Club Rules established for use of the Club Facilities, as may be amended from time to time;
 - 7.1.5. treats the personnel or employees of the Club in an unreasonable or abusive manner;
 - 7.1.6. fails to accompany a guest when required by the Operator;
 - 7.1.7. is convicted of a felony or any misdemeanor involving moral turpitude; or
 - 7.1.8. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its Members.
- 7.2. The Operator may at any time restrict, suspend or terminate, for cause or causes described in this section, the privilege of any Member, family member or guest to use any or all Club Facilities provided at the Club. No restricted, suspended or terminated Member shall be entitled to a refund of any Club Membership deposit, Club Dues, fees or any other charges. During the restriction or suspension, Club fees shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.
- 7.3. Any Member who has had Club Membership and/use privileges terminated for any reason other than the failure to meet eligibility requirements for Club Membership or use privileges shall not again be eligible for Club Membership or use privileges at Club or permitted to use the Club Facilities as a guest or in any other manner.

8. SWIM PARK RULES

- 8.1. Regular operating hours for the Swim Park will be posted by the Operator and may be changed from time to time.
- 8.2. All users must register upon entering the Swim Park area. Members must also register their guests.

- 8.3. Use of the Swim Park facilities is available only during those times when the Swim Park is open. Anyone entering the Swim Park area after closing will be trespassing and subject to arrest.
- 8.4. Use of the Swim Park facilities is at the swimmer's own risk. A pool attendant may be present at the Swim Park, but Members understand and acknowledge that the pool attendant is not trained as a lifeguard.
- 8.5. The Club staff has full authority to enforce all swimming rules and any infractions will be reported to the Operator. Persons who violate the Swim Park rules or engage in inappropriate conduct in the Swim Park area will be asked to leave the Swim Park area.
- 8.6. The Operator is not responsible for any accidents resulting from the use of the Swim Park or for the loss or theft of bathing suits, articles of clothing or other personal possessions.
- 8.7. No diving, somersaults, back dives or similar maneuvers are permitted in any area of the Swim Park.
- 8.8. Children under twelve (12) years of age are permitted in the Swim Park only if accompanied and supervised by an adult over eighteen years of age.
- 8.9. Glass objects, drinking glasses, sharp objects and coolers are not permitted in the Swim Park.
- 8.10. Pets, skateboards, water guns and bicycles are not permitted in the Swim Park area.
- 8.11. SMOKING IS PROHIBITED IN THE SWIM PARK.
- 8.12. All food and beverages, including alcoholic beverages, must be consumed only in designated sections of the Swim Park area.
- 8.13. All persons using the Swim Park are urged to cooperate in keeping the area clean by properly disposing of towels and all litter.
- 8.14. All accidents, no matter how minor, must be reported to the Club staff immediately.
- 8.15. Proper swimwear must be worn ALWAYS.
- 8.16. Sealed swimming diapers are required to be worn by children who are not toilet trained.
- 8.17. Reservations of portions of the Swim Park for parties or events are allowed only with prior written authorization by the Operator and will be subject to an additional fee and a separate agreement with the Operator.
- 8.18. Swim Park passes for caregivers of children of Members are available for \$50 per year. Caregivers can only access the Swim Park if accompanied by a child of a Member. Caregiver passes are not transferable from one caregiver to another.
- 8.19. Towel service will be available during peak months/days only. Operator reserves the right to charge for this service at any time. Unreturned towels are subject to a fee of \$25.00 / towel, which will be charged automatically to the Member's account.

9. FISHING POND RULES.

- 9.1. Pond use is only for Members and their guests.
- 9.2. Pond Hours (subject to change at Operator's sole discretion): 8:00 a.m. to 8:00 p.m.
- 9.3. Use the Pond at own risk.
- 9.4. No swimming or diving in the pond.
- 9.5. No glass containers.
- 9.6. No alcohol.
- 9.7. Members must clean up after pet(s). Dispose of pet waste in one of the pet stations.
- 9.8. Members are responsible for tidying up after use, including clean up of all trash, bait, fishing gear, etc.
- 9.9. No boats or canoes allowed.
- 9.10. Catch & release fishing only.
- 9.11. Path is for walking, running or biking only. No golf carts, all-terrain vehicles, motorcycles or horses allowed.
- 9.12. NO FIRES OR OPEN FLAMES.
- 9.13. Stay within park area.
- 9.14. Children under the age of 12 must be accompanied by an adult.
- 9.15. Loud noise or abusive language is prohibited.

10. GOLF CART OPERATION POLICY.

The Operator has adopted and has incorporated into its Club Rules that certain "Golf Cart and Low Speed Vehicle Operation Policy", as may be amended from time to time, a copy of which is attached hereto and incorporated herein as Attachment 1. Additional Golf Cart rules apply to Boat Slip Licensees – please see *Section 11 – Marina Rules*.

11. MARINA RULES.

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 Marina Rules and recognizes that the strict enforcement of the Rules and Regulations is necessary to ensure the safety, comfort and enjoyment of all persons using the Marina. If the rules are violated by any Marina User, the Slip Licensee will be responsible for corrective action, damages and fines and may be subject to revocation of Slip License, loss of privileges, and/or revocation of Club Membership.

- 11.1. **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.

11.2. Marina General Rules & Regulations.

- 11.2.1. 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 of securing 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 walkways so to impede or restrict such walkways.
- 11.2.2. Slip Licensees must ensure that their assigned slip and dock area (if applicable) always remain 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.
- 11.2.3. Water supply hoses and power cables shall not be laid across a main walkway or finger.
- 11.2.4. All power cables and connectors must be kept in safe, working order.
- 11.2.5. Spot lights and other, similar bright lights are not permitted on the Marina.
- 11.2.6. No glass containers are permitted.
- 11.2.7. The discharge of firearms, firecrackers, pellet guns, bow and arrows, sling shots and other hazardous items is prohibited.
- 11.2.8. No vandalism or other destructive or damaging acts to the facilities is permitted.
- 11.2.9. No disorderly conduct is permitted.
- 11.2.10 Children ages 15 and under must be supervised at all times by a parent or other responsible adult.
- 11.2.11 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.
- 11.2.12 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.

- 11.2.13 No unsafe, noxious, offensive or illegal activity or odor is permitted on any portion of the Marina.
- 11.2.14 No offensive language, loud music, or nudity is permitted on the Marina or land.
- 11.2.15 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.
- 11.2.16 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.
- 11.2.17 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.
- 11.2.18 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.
- 11.2.19 No swimming, diving, or fishing from the Marina.
- 11.2.20 Awnings, small watercraft or equipment may not be attached to the roof columns or Marina structure unless authorized in writing by Marina Operator.
- 11.2.21 Jet skis or personal watercraft may not be parked on the Marina without written permission from Marina Operator.
- 11.2.22 The only boat that may be parked in the Slip is the boat identified on the first page of the Slip Licensee 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.
- 11.2.23 No signage permitted without express, written permission from Marina Operator.
- 11.2.24 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.
- 11.2.25 All areas inside the breakwaters are "no-wake zones."
- 11.2.26 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.
- 11.2.27 The Marina Operator may assess fines against a Slip Licensee for any violation of the 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 to enforce any term or provision of these rules.
- 11.3. **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.

11.4. **Boat Lifts**

11.4.1. 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.

11.4.2. A request for a new boat lift must be made to the Marina Operator in writing and must contain the following information:

- (a) Name and contact information of Contractor who will be responsible for installation of the lift.
- (b) A draft of the lift design, in hard copy and electronic (PDF) formats.
- (c) Exhibit or drawing depicting the footprint of where the lift will be installed.

11.4.3. The length of the boat lift cannot be longer than the length of the Boat Slip.

11.4.4. Unless otherwise stated in the Agreement, all boat lifts are to be installed at Slip Licensee's expense.

11.4.5. 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.**

11.4.6. 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.

11.4.7. 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.

11.5. **Patio Restrictions (applies to Docks D, E, and F).**

11.5.1. Marina Operator reserves the right to restrict items from being placed in the patio area and/or to require the removal of items if the 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.

11.5.2. The following items are expressly prohibited within the patio area:

- (a) Full-sized refrigerators;
- (b) Any item that is taller than four feet (4') or that otherwise obstructs the view of the lake;

- (c) Hanging or decorative lights, unless approved in advance by Marina Operator

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

11.5.4. **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.**

11.6 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.

11.7 Golf Carts on the Marina. In addition to the "Golf Cart and Low Speed Vehicle Operation Policy" attached hereto in Addendum 1, Marina Users who operate Golf Carts and Low Speed Vehicles (collectively, "Golf Carts") on the Marina must also abide by the following rules:

11.7.1 Extended Golf Carts, motorcycles, scooters, three wheeled carts, and other motorized devices are EXPRESSLY PROHIBITED on the Marina.

11.7.2 Maximum speed on the Marina is **3 MPH.**

11.7.3 Only Marina Operator-owned Golf Carts are permitted on Docks A and B.

11.7.4 No parking of Golf Carts overnight in any patio space other than Slip Licensee's specified patio space.

11.7.5 Short-term parking of Golf Carts is allowed either at the courtesy dock or in Slip Licensee's assigned patio space

11.7.6 No unauthorized Golf Carts are allowed on the Marina at any time. Guests of Members and/or of Slip Licensees are not allowed to drive on the Marina. Owners/Operators of unauthorized vehicles (i.e., Golf Carts not belonging to a Slip Licensee) and/or of vehicles expressly prohibited by *Section 11.7(a) above* will be asked to remove such vehicles promptly.

11.7.7 Any accident resulting from the violation of the above rules will result in the review and possible revocation

of the Member's Golf Cart privileges, Slip License, and/or Membership at the Club.

PLEASE TAKE CARE WHEN DRIVING ON THE MARINA AND RAMP. THE RAMP CAN BECOME STEEP AND CAN BE SLIPPERY WHEN WET.

12. ACCESS CODES.

Upon completion of boat slip agreement and/or Cypress Club membership agreement, Operator will supply a member specific access code. This code must be kept confidential and must not be shared with family and/or friends unless specifically outlined on the agreement form. The front gate (to the property) access code is maintained by the HOA. Please direct all questions or concerns regarding the front gate to the HOA.

STUART JONES

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GOLF CART AND LOW SPEED VEHICLE OPERATION POLICY

DEFINITIONS:

1. **"Applicable Laws"** means all local, state and federal laws governing the operation of golf carts and recreational off-highway vehicles, as same may be amended from time to time.
2. **"Board"** means the Board of Directors of the Club, which is the governing body of the Club.
3. **"Club"** means The Reserve at Lake Travis Cypress Club.
4. **"Community"** means the resort community and private club known as The Reserve at Lake Travis.
5. **"Golf Cart"** is a vehicle that:
 - has no less than three wheels,
 - has a maximum speed between 15-25 mph, and
 - is manufactured primarily for operation on golf courses.
6. **"LSV"**, as used in this Policy, is the collective term for a **"Low Speed Vehicles" (LSVs)** and **"Neighborhood Electric Vehicles" (NEVs)**. An LSV is a vehicle that has:
 - a normal maximum speed of 20-25 mph (LSV) or 20-35 mph (NEV),
 - seat belts,
 - head and tail lights,
 - a windshield,
 - a parking brake,
 - turn signals,
 - rear-view mirrors,
 - brake lights,
 - reflectors, and
 - a valid 17-digit Vehicle Identification Number (VIN).
7. **"Member"** any person who is a member of the Club.
8. **"Operator"**, for purposes of this Policy, means any individual operating a Golf Cart or LSV within the Community.

9. **“Policy”** means this Golf Cart and Low Speed Vehicle Policy.

10. **“TxDMV”** means the Texas Department of Motor Vehicles.

POLICY STATEMENT:

The Club has adopted this Policy for the benefit of the Members and their guests within the Community. The primary purpose of this Policy is to set forth the Community’s rules governing the operation of Golf Carts and LSVs within the Community.

The operation of a Golf Cart or LSV within the Community must be in accordance with this Policy and with all Applicable Laws. The Club encourages Members to become knowledgeable about state laws pertaining to the ownership and operation of Golf Carts and LSVs. Links to web sites can be found in the “Resources” section at the end of this Policy.

RULES:

1. Operator assumes all risks of operating a Golf Cart or LSV within the Community.
2. There cannot be more passengers in a Golf Cart or LSV than the vehicle is designed to carry.
3. Neither Golf Carts nor LSVs can cross or drive on roads where the posted speed limit is above 35 mph.
4. The owner of a Golf Cart or LSV must meet the requirements for financial responsibility pursuant to Section 601.051 of the Texas Transportation Code.
5. The operator of a Golf Cart or LSV must have a valid driver’s license.
6. DWI laws apply: Operator of a Golf Carts or LSV cannot have a blood-alcohol content of .08 or above if he or she is 21 or older, and drivers 21 or younger cannot have any detectable amount of alcohol in their system.
7. There cannot be an open container of alcohol in a Golf Cart or LSV.
8. An Operator must be observant of, and attentive to, the safety of himself and others, including, without limitation, his passengers, other motorists, bicyclists, and pedestrians.
9. The Operator must not exceed posted speed limits.

10. The Golf Cart or LSV must have, at minimum, the following equipment, which must remain in good working order: headlamps, tail lamps, reflectors, parking brake, rearview mirror, slow-moving vehicle emblem, and any other equipment required to meet Texas and Federal Motor Vehicle Safety Standards.
11. While the Golf Cart or LSV is in motion, the Operator and every passenger must be seated in a seat designed to hold passengers. No person may stand or ride in the lap of the Operator and/or another passenger while the Golf Cart or LSV is in motion.
12. Unless otherwise expressly permitted, Golf Carts and LSVs must be driven only on paved surfaces. Driving or parking on unpaved common areas, trails, greenbelts, grassy areas, sidewalks, pedestrian walkways, jogging paths, trails or any other location normally used for pedestrian traffic is prohibited.
13. The use of all-terrain vehicles (ATVs) and utility-type vehicles (UTVs) within the Community is expressly prohibited.
14. Golf Carts and LSVs cannot be used to tow other vehicles, trailers or persons.
15. Golf Carts and LSVs may be parked only in designated parking lots or at a residence.

FEES AND FINES:

Driving over or through landscaping	\$50.00 plus cost to repair
Driving on A and/or B Docks (Marina)	\$50.00
Excessive speed	\$50.00
Underaged/Non-licensed Operator	\$100.00
Number of passengers hazardous/exceeds capacity	\$100.00
Reckless driving	\$100.00
Driving under the influence	\$100.00

ENFORCEMENT:

1. Members who wish to report a violation of this Policy should do so in writing by contacting the Club's manager:

The Reserve at Lake Travis Cypress Club, LLC
 Attn.: Chrissie Spiropoulos
 2208 Seabiscuit Cove, Unit 132
 Spicewood, TX 78669
 Email: chrissie@reserveatlaketravis.com
 Tel: 512-402-1400

2. The complaint must have as much identifying information as is possible, including but not limited to the identity of the party violating the Policy, the vehicle description, the date, time, and approximate location of the incident, and a detailed description of the alleged violation.
3. Any act constituting a violation of this Policy may result in a fine or fines as allowed by Texas Property Code 209. Any threat to safety may result in immediate legal action.
4. All reported violations will be reviewed by the Board to determine whether the report of a violation is valid before any action is taken.
5. Prior to levying any fines in accordance with this Policy, the affected individual shall be given notice and an opportunity for a hearing before the Board.

MEMBERS ACKNOWLEDGE THAT THE USE OF GOLF CARTS AND LSVs INVOLVES CERTAIN RISKS INHERENT WITH THE USE OF MOTORIZED VEHICLES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MEMBER HEREBY ASSUMES ALL SUCH RISKS FOR MEMBER, HIS/HER SPOUSE, IMMEDIATE FAMILY MEMBERS, AND GUESTS AND HEREBY FURTHER WAIVES AND RELEASES FOR MEMBER, HIS/HER SPOUSE, IMMEDIATE FAMILY MEMBERS, AND THEIR GUESTS, ANY CLAIMS OR CAUSES OF ACTION WHICH HE, SHE, OR THEY MAY HAVE AGAINST THE CLUB AND THE RESERVE AT LAKE TRAVIS, LLC AND THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS, AND ASSIGNS AND THE IMMEDIATE FAMILY MEMBERS OF EACH OF THEM (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), ARISING OUT OF INJURIES OR PROPERTY DAMAGE WHICH HE, SHE, OR THEY MAY SUSTAIN AS A RESULT OF USING OR OPERATING A GOLF CART OR LSV WITHIN THE COMMUNITY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, OF THE INDEMNIFIED PARTIES. MEMBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST ANY AND ALL CLAIMS MADE BY ANY OTHER PERSON WHO ALLEGES INJURY RESULTING FROM THE SOLE OR COMPARATIVE NEGLIGENCE OF THE CLUB OR THE RESERVE AT LAKE TRAVIS, LLC IN CONNECTION WITH SUCH RISKS.

RESOURCES:

Texas Department of Motor Vehicles – www.txdmv.org

Texas Legislation and Statutes - www.statutes.legis.state.tx.us (Texas Transportation Code; Penal Code – Title 10, Chapter 49)

Examples of Golf Carts and LSVs authorized per this Policy, provided they meet the above stated requirements:



Examples of vehicles NOT authorized per this Policy:

