



## 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.

### FISHING POND RULES

- 8.1. Pond use is only for Members and their guests.
- 8.2. Pond Hours (subject to change at Operator's sole discretion): 8:00 a.m. to 8:00 p.m.
- 8.3. Use the Pond at own risk.
- 8.4. No swimming or diving in the pond.
- 8.5. No glass containers.
- 8.6. No alcohol.
- 8.7. Members must clean up after pet(s). Dispose of pet waste in one of the pet stations.
- 8.8. Members are responsible for tidying up after use, including clean up of all trash, bait, fishing gear, etc.
- 8.9. No boats or canoes allowed.
- 8.10. Catch & release fishing only.
- 8.11. Path is for walking, running or biking only. No golf carts, all-terrain vehicles, motorcycles or horses allowed.
- 8.12. NO FIRES OR OPEN FLAMES.
- 8.13. Stay within park area.
- 8.14. Children under the age of 12 must be accompanied by an adult.
- 8.15. Loud noise or abusive language is prohibited.

### 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*.

### 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.

8.16. **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.

### 8.17. **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.

8.18. **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.

8.19. **Boat Lifts**

- 8.19.1. 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.
- 8.19.2. 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.
- 8.19.3. The length of the boat lift cannot be longer than the length of the Boat Slip.
- 8.19.4. Unless otherwise stated in the Agreement, all boat lifts are to be installed at Slip Licensee's expense.

8.19.5. 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.**

8.19.6. 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.

8.19.7. 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.

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

8.20.1. 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.

8.20.2. 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

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

8.20.4. **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.**

**9. 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**  
Community Manager  
Direct 512-266-6771 Ext 34503  
Email [stuart.jones@fsresidential.com](mailto:stuart.jones@fsresidential.com)  
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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](mailto: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](http://www.txdmv.org)

Texas Legislation and Statutes - [www.statutes.legis.state.tx.us](http://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:**

